Marion County
OREGON
FINANCE DEPARTMENT

Contract Review Sheet

Contract #: PW-3449-20

Person Sending: **Tim Beaver** Department: **Public Works**

Contact Phone #: **503-365-3100** Date Sent: **Thursday, May 28, 2020**

☑ Contract ☐ Amendment # ___ ☐ Lease ☐ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: **A&E Services for River Rd S: Willamette River (Independence) Bridge project**

Contractor's Name: **DOWL, LLC.**

Term - Date From: **Execution** Expires: **Jun 30, 2022**

Contract Total: **$573,182.32** Amendment Amount: _____ New Contract Total: _____

Source Selection Method: RFP (attach transmittal) # **PW693-20**

Additional Considerations (check all that apply)

☐ Board Order# _____
☐ Incoming Funds
☐ Independent Contractor (LECS) approval date: _____
☐ Insurance Waiver (attach)
☐ CIP# _____ (required for all goods /software greater than $5,000)
☐ Feasibility Determination (attach approved form)
☐ Federal Funds (attach sub-recipient / contractor analysis)
☐ Reinstatement (attach written justification)
☐ Retroactive (attach written justification)

Description of Services or Grant Award:

A&E services contract for preliminary engineering and final design of a project to repair the bridge on River Road S across the Willamette River.

FOR FINANCE USE

Date Finance Received: BOC Planning Date: Date Legal Received:

Comments:

REQUIRED APPROVALS:

Finance - Contracts Date

Risk Manager Date

Legal Counsel Date

Chief Administrative Officer Date

Date _____ ☐ To be filed ☐ Added to Finance Table

☐ Date _____ Returned to department for signature

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date:	June 10, 2020				
Department:	Public Works	Agenda Planning Date:	June 4, 2020	Time required:	10
☒ Audio/Visual aids	Powerpoint				
Contact:	Ryan Crowther	Phone:	503-365-3112		

Department Head Signature:

TITLE	River Road S: Willamette River (Independence) Bridge (Bridge No. 05789A) - Engineering and Related Services Contract for DOWL, LLC
Issue, Description & Background	Marion County has received a Federal Grant to construct scour repairs, install approach rail, and repair concrete spalling on the existing Independence Bridge. Marion County has an existing agreement with Polk County regarding Maintenance of the bridge, which allows Marion County to perform maintenance activities as required to maintain and operate the bridge. This project will extend the service life of the bridge by addressing scour issues at the bridge piers and repairing spalling, as well as improving safety with the installation of new bridge approach rail. The Federal Grant received included a total project estimate of $2,850,800, which includes both Federal and County funds, for the design and construction of this project. Federal funds are limited to $2,558,022.84. Through the State's State Funded Local Project (SFLP) program, these Federal funds have been exchanged for state funds at a 1:1 ratio, providing the County $2,558,022.84 in State funds for the completion of the project detailed above. This Engineering and Related Services Contract (consultant contract) is for the preliminary design phase through final plans, specifications and estimate (PS&E). The preliminary design phase is eligible for reimbursement immediately. This phase will include survey, geotechnical, environmental, hydraulics, bridge design, roadway design and final bidding documents.
Financial Impacts:	The total estimated cost for this project is $2,850,800 of which $2,558,022.84 will be paid with State Funds. The remaining $292,777.16 will be paid with County funds. The cost of the Consultant Engineering and Related Services Contract is covered under the preliminary engineering budget.
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 providing needed repairs to an important bridge within Marion County. The project is a CIP in the 2019-2020 budget year.
Options for Consideration:	1) Approve and sign the Engineering and Related Services Contract between DOWL, LLC and Marion County. 2) Take no action at this time.
Recommendation:	The Public Works Department recommends that the Board choose option 1 and approve and sign the Engineering and Related Services Contract between DOWL, LLC and Marion County.
List of attachments:	Contract Review Sheet Engineering and Related Services Contract PW-3449-20

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Presenter:	Ryan Crowther

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

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

MARION COUNTY
ENGINEERING AND RELATED SERVICES CONTRACT
Contract Number: PW-3449-20

Project Title: River Rd S: Willamette River (Independence) Bridge	**County Project Number: 104394**
Project Location: Near the City of Independence	**Associated RFP Number: PW693-19**
Total Not-to-Exceed ("NTE") amount for this Contract. This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) $20,922.86 for contingency tasks, each of which must be separately authorized by County.	**$ 573,182.32**

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

This Contract includes State of Oregon funding coordinated through the Oregon Department of Transportation ("ODOT"). See Terms and Conditions #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 Marion County Public Contracting Rules section 30-0110]; and
d) "Related Services" has the meaning provided in Marion County Public Contracting Rules section 10-0110.

TERMS AND CONDITIONS

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

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

3. Compensation. The maximum NTE amount, which includes the total of all allowable and reimbursable costs and expenses (and contingency tasks, if any) payable to Consultant under this Contract, is set forth in the table above and detailed further in Exhibit B, Compensation. County reserves the right, in its sole discretion, to amend this Contract to increase this amount for additional Services within the scope of the procurement. The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation.

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 – Special Terms and Conditions (RESERVED)
- Exhibit E – Errors & Omissions ("E&O") Claims Process

- Exhibit F – Contact Information and Key Persons

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

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

a. Consultant, by its signature on the Contract, certifies that it is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779, which is available at the following link: https://www.irs.gov/pub/irs-pdf/p1779.pdf. Consultant shall perform all required Services as an independent contractor. Although County reserves the right (i) to determine the delivery schedule (as mutually acceptable to County and Consultant) for the Services to be performed and (ii) to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant is not an "officer", "employee", or "agent" of County.

b. Consultant, by its signature on the Contract, certifies that: (i) Consultant and, to the best of its information, knowledge and belief, its Associates have made any disclosures required under the COI Disclosure Form (available at: https://www.oregon.gov/ODOT/Business/Procurement/DocsLPA/COI_LPA.docx) or any applicable law; and (ii) if a conflict of interest is discovered during the term of the Contract, Consultant shall timely submit a COI Disclosure Form to County disclosing the conflict(s).

c. Consultant shall be responsible for all Federal or State of Oregon ("State") taxes applicable to compensation or payments paid to Consultant under the Contract and, unless Consultant is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Consultant's Federal or State tax obligations. Throughout the duration of the Contract, Consultant shall submit an updated W-9 form (https://www.irs.gov/pub/irs-pdf/fw9.pdf) to County whenever Consultant's backup withholding status or any other information changes. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Consultant under the Contract, except as a self-employed individual.

d. Consultant shall not be responsible for or have control over the means, manner, methods or techniques required of or used by other consultants or contractors under contract with County, unless otherwise expressly agreed to in writing by the Parties. The Parties agree, however, that these Section 6.d. provisions do not in any way revise or adjust Consultant's professional responsibility to report to County any information that comes to Consultant's attention (during performance of this Contract) pertaining to a project, or to performance by other consultants or contractors on a project, that would adversely affect County or a particular project.

7. Subcontracts and Assignment; Successors and Assigns

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

b. The provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.

c. Any purported assignment, delegation or disposition in violation of subsection "a." above is void.

8. Third Party Beneficiaries. The State of Oregon, the Oregon Transportation Commission (OTC) and ODOT, are intended third-party beneficiaries of the Contract. Otherwise, there are no other third-party beneficiaries of the Contract.

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

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

a. Professional Standard of Care.

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

b. Responsibility of Consultant.

(i) Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other Services furnished by Consultant under the Contract. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other Services.

(ii) County's review, approval or acceptance of, or payment for, the Services required under the Contract shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and Consultant shall be and remain liable to County in accordance with applicable law for all damages to County caused by Consultant's negligent performance of any of the Services furnished under the Contract or negligent failure to perform any of the Services under the Contract.

(iii) The rights and remedies of County provided for under the Contract are in addition to any other rights and remedies provided by law.

(iv) If Consultant is comprised of more than one legal entity (for example, a joint-venture or partnership), each such entity shall be jointly and severally liable under the Contract.

c. Design Within Funding Limit.

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

(i) Consultant shall accomplish the design Services required under the Contract so as to permit construction of the project within County's budget for construction. **County's budget for construction of the project is $1,827,820**. Consultant shall promptly advise County's Contract Administrator if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable project within these limitations. Upon receipt of such information, the Contract Administrator will review Consultant's revised estimate of construction cost. County may, if it determines that the estimated construction contract price set forth in this Section is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in this Section, or County may adjust such estimated construction contract price.

(ii) Prior to releasing the bid for the construction contract, County will prepare an estimate of constructing the design submitted. If County's estimator(s) determines Consultant's design exceeds County's budget for the construction contract as set forth in Section (i) above {and as may be revised per Section (i) above}, then Consultant shall perform such redesign and other Services as are necessary to permit contract award within the funding limitation. These additional Services shall be performed at no increase in the price of the Contract. However, Consultant shall not be required to perform such additional Services at no cost to County if Consultant's design exceeds County's budget {as set forth in Section (i) above} as a result of conditions beyond Consultant's reasonable control.

11. Ownership of Work Product

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

(i) "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from the Contract.

(ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than County or Consultant.

(iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item, and all intellectual property rights therein, that Consultant is required to deliver to County pursuant to the Contract.

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

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

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

e. Consultant Use of Work Product. Notwithstanding anything to the contrary in this Section 11, Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless specified otherwise in Exhibit A – Statement of Work, County hereby grants to Consultant a non-exclusive, non-transferable, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display County-owned Work Product on other unrelated projects, except for any "Confidential Information" protected from disclosure under the provisions of Section 12 below, pertaining to Confidentiality and Non-Disclosure.

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

13. Indemnity

a. **Claims for Other Than Professional Liability.** Consultant shall indemnify, defend, save, and hold harmless the County, 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 County, 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 County, 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 County by Consultant that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, County shall provide Consultant with prompt written notice of any infringement claim. Provided, however, Consultant shall not be obligated to indemnify, defend, save and hold harmless the County (or other entities identified above) under this section 13(c), based solely on the following: Consultant's compliance with County specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by County.

d. **Defense Qualification.** Neither Consultant nor any attorney engaged by Consultant shall defend or purport to defend a claim in the name of the County, 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 County, the State of Oregon, the OTC or ODOT may, at their election and expense, assume their own defense and settlement.

e. **County's Acts or Omissions.** This section 13 does not include indemnification by Consultant of the County, 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. **County's Right to Terminate for Convenience**. County may, at its sole discretion, terminate the Contract, in whole or in part, by written notice to Consultant specifying the termination date of the Contract.

c. **County's Right to Terminate for Cause**. County may terminate the Contract, in whole or in part, immediately upon written notice to Consultant or at such later date as County may establish in such notice, upon the occurrence of any of the following events:
   (i) In the event the Board of Commissioners of the COUNTY, in the exercise of its reasonable discretion, reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Consultant agrees to abide by any such decision including termination of service;
   (ii) Federal, State or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under the Contract are prohibited or County is prohibited from paying for such Services from the planned funding source;
   (iii) Consultant no longer holds any license or certificate that is required to perform the Services; or
   (iv) Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform the Services under the Contract within the time specified or any extension thereof, or so fails to perform the Services as to endanger Consultant's performance under the Contract in accordance with its terms, and such breach, default or failure is not cured within 10 calendar days after County's notice to Consultant, or such longer period as County may specify in such notice.

d. **Cessation of Services**. Upon receiving a notice of termination of the Contract, Consultant shall immediately cease all activities under the Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of the Contract, Consultant shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County's request, Consultant shall surrender to anyone County designates, all documents, information, research, works-in-progress, Work Product and other property, that are deliverables or would be deliverables had the Contract been completed, that are in Consultant's possession or control and may be needed by County to complete the Services.

e. **Consultant's Right to Terminate for Cause**.
   (i) Consultant may terminate the Contract by giving written notice to County if County fails to pay Consultant pursuant to the terms of the Contract and if County fails to cure within 15 calendar days after receipt of Consultant's written notice, or such longer period of cure as Consultant may specify in such notice.
   (ii) Consultant may terminate the Contract, for reasons other than nonpayment, if County commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform under the Contract within the times specified, or so fails to perform as to endanger Consultant's performance under the Contract, and such breach, default or failure is not cured within 30 calendar days after Consultant's notice to County, or such longer period as Consultant may specify in such notice.

f. **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 and accepted by County up to the time of termination, less previous amounts paid and any claim(s) which County 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 Fiscal Year. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay all excess to County upon demand.
   (ii) In the event of termination pursuant to Section 15(c)(iii) or 15(c)(iv), County shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively or in any order whatsoever. 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).

16. Records Maintenance; Access. For not less than ten (10) years after the Contract's expiration or termination, County, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than seven (7) years or until all litigation is resolved, whichever is longer. Consultant shall provide County and the other entities referenced above with full access to these records in preparation for and during litigation.

17. Performance Evaluations. County will conduct performance evaluation(s) on the Consultant and its subconsultants during the term of the Contract, which will be compiled and maintained by County, and become a written record of Consultant's performance. Generally, the performance evaluations will include criteria related to, but not limited to, quality and technical performance, adherence to contract scope and budget, schedule performance, and business relations (including communications and negotiations performance). County will provide a copy of the performance evaluation results to Consultant within 14 calendar days following completion. Consultant may respond, in writing, or may request a meeting to address any or all findings contained in the completed performance evaluation within 30 calendar days following receipt. County may adjust evaluation score(s) upon County's finding of good cause. County may use performance evaluation findings and conclusions in any way deemed necessary, including, but not limited to, corrective action, requiring submittal of performance improvement plan by Consultant and withholding of retainage. County 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 laws, 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. County's performance under the Contract is conditioned upon Consultant's compliance with, and Consultant shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.505, 279C.515, 279C.520 and 279C.530, which are incorporated by reference herein. All rights and remedies available to County under applicable federal, state and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract. If Consultant discovers a conflict among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Consultant shall in writing request County to resolve the conflict. Consultant shall specify if the conflict(s) create a problem for the design or other Services required under the Contract. If County concludes there is a conflict among the applicable laws, Federal laws shall govern among the others; State laws shall govern over the others except Federal. The resolution of the conflict of the applicable laws by County shall be final and not subject to further review or challenge.

19. Permits and Licenses

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

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

20. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, 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. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.

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

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

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

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

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

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

a. **Errors & Omissions Related.** In the event those good faith efforts do not resolve disputes related to potential Errors and Omissions, the Parties agree to make good faith efforts to resolve the matter pursuant to **Exhibit E**, 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.

27. Governing Law; Venue; Consent to Jurisdiction. The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Consultant that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court located in

the County in which the Project is located; provided, however, if a Claim must be brought in a Federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the County 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. County may amend the Contract to the extent permitted by applicable statutes, administrative rules and ordinances and as mutually agreed upon by County and Consultant. County may agree to appropriate increases in the maximum compensation payable under the Contract, should any County-approved increase occur in the scope, character, schedule or complexity of Services as outlined in the Statement of Work. Consultant shall not commence any Services authorized under an amendment, and the amendment is not effective, unless it is in writing, signed by the Parties and all approvals required by applicable law have been obtained.

29. False Claims

a. Consultant understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Consultant certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the Services are being performed, including but not limited to Consultant's statement of proposal and any invoices, reports, or other deliverables.

b. Consultant shall immediately disclose (in writing) to County whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Consultant has credible evidence that a principal, employee, agent, or subcontractor of Consultant has committed—

(i) A violation of the Oregon False Claims Act; or

(ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity or similar misconduct.

c. Consultant must include subsections (a) and (b) of this section in each subcontract Consultant may award in connection with the performance of the Contract. In doing so, Consultant may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.

30. 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. Such a waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Either Party's failure to enforce any provision of the Contract shall not constitute a waiver by that Party of that or any other provision. The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

CONSULTANT CERTIFICATIONS

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

(1) Consultant has provided its correct TIN to County;

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

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

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

(1) Consultant has read this Contract, understands it, and agrees to be bound by its terms and conditions.

(2) Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.

(3) Consultant understands and has provided to all Associates the COI Disclosure Form available at: https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Contract or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to County on a properly prepared and submitted form and, if determined necessary by County, a mitigation plan has been approved by County.

(4) Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779.

(5) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Contract constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Contract.

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

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

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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: Brian Nichols 5/27/2020
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

EXHIBIT A – STATEMENT OF WORK

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

The Willamette River (Independence) Bridge was designed in the late 1940's and has been in continuous service since opening in 1951. It provides the only access for agricultural related trucks to a sizeable farming area. Failure to maintain the structure in good operating condition would impose severe hardship on local agricultural and related businesses. This bridge is located on a key inter-county corridor which serves a significant amount of regional commuter traffic between Salem, the Independence/Monmouth area and Western Oregon University. It is also the only structure over the Willamette River between Albany and Salem. The sufficiency rating of the bridge is 42.4 (2017 inspection). The predominant area of concern is the scour critical nature of the piers. NBI item 113 from the inspection report is coded 3 with estimated scour depths below the pile caps for several of the bents and piers based on a 1999 hydraulic study.

River Road S, including this bridge, is designated a Strategic Inter-County Route in the Marion County Rural TSP. This river crossing is regionally significant given the limited number of crossings of the Willamette River in the mid-Willamette Valley area between Albany and Newberg/Wilsonville. When incidents in the Salem area (suicide attempts, crashes, spills) have impacted traffic on the Center and Marion Street bridges, this bridge assumes the role of significant regional traffic movement across the river, which backs up for many miles. The detour around this bridge is also significant, and is extremely limited for large vehicles due to several height-restricted structures.

Past rehabilitation projects include replacement of all wood piles and caps with a steel approach substructure in 1984-85, a Phase I seismic retrofit, painting, deck overlay, and other upgrades in 2000-01, and a scour repair at Pier 1 in 2008.

Currently limited to 40 ton gross weight, the intent of this project is to construct scour repairs at Piers 2, 3, and 7 through10 to address calculated scour depths that are at or below the pile caps, and to add approach rail at the west end. Concrete patching of the columns and bridge rail would be completed as noted in the most recent inspection, and surface rust and paint would be removed and the area repainted at the steel pins and hangars, and at the bases of the steel bents. The final design will prioritize these items to provide the greatest benefit to the bridge considering the available funding. While addressing these items will not have a significant impact on the sufficiency rating for the bridge, doing so will preserve this vital link between Polk and Marion counties into the foreseeable future.

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

Project Phasing

This Project is divided into two phases:

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

This Statement of Work addresses Phase 1 of the project. Each subsequent phase is optional, at County's discretion, and may be added via amendment(s) to this Contract.

County Responsibilities

- Coordination and communication of internal County staff;
- Provide access to available Project information, recommendations and goals;
- Review of Consultant progress to verify adherence to this Scope of Work (SOW) and delivery schedule;
- Notify Consultant of any known delays above and beyond the control of Consultant;

- Provide appropriate and timely review of Project deliverables supplied by Consultant to verify they are consistent with Project objectives and the requirements of the SOW;

Acronyms and Definitions

AASHTO	American Association of State Highway Transportation Officials		NMFS	National Marine Fisheries Service
APE	Area of Potential Effect		NTE	Not to Exceed
ASTM	American Society for Testing and Materials		OAR	Oregon Administrative Rules
CFR	Code of Federal Regulations		ODOT	Oregon Department of Transportation
County	Marion County		ODFW	Oregon Department of Fish and Wildlife
CPM	Marion County's Project Manager		ORS	Oregon Revised Statutes
DEQ	Oregon Department of Environmental Quality		PM	Consultant's Project Manager
DSL	Oregon Department of State Lands		PS&E	Plans, Specifications and Estimates
DTM	Digital Terrain Model		SHPO	State Historic Preservation Office
EEO	Equal Employment Opportunity		SLOPES	Standard Local Operating Procedures for Endangered Species
ESA	Endangered Species Act		QA	Quality Assurance
FEMA	Federal Emergency Management Agency		QC	Quality Control
FHWA	Federal Highway Administration		ROE	Right of Entry
GPS	Global Positioning System		ROS	Record of Survey
IGA	Intergovernmental Agreement		ROW	Right of Way
LPA	Local Public Agency		SOW	Statement of Work
MUTCD	Manual on Uniform Traffic Control Devices		USACE	U.S. Army Corps of Engineers
NEPA	National Environmental Policy Act		USFWS	U.S. Fish and Wildlife Service

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards

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

- ODOT Bridge Design Manual, Current Edition
- ODOT Load and Resistance Factor Rating Manual, Tier 2, Current Edition
- AASHTO LRFD Bridge Design Specifications, Current Edition
- AASHTO Guide Specifications for LRFD Seismic Bridge Design, Current Edition
- AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition
- AASHTO Roadside Design Guide, 2011
- Manual on Uniform Traffic Control Devices (MUTCD), 2009
- ODOT Geotechnical Design Manual, Current Edition
- ODOT Hydraulics Manual, Current Edition

b. Construction phase Services - Consultant shall complete Construction Engineering, Inspection and Construction Contract Administration ("CEI/CA") Services in accordance with ODOT's Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual. All Inspection work must be performed by ODOT-certified Inspectors as required by ODOT's Inspection Quality Assurance Program ("IQAP"). Consultant's qualified staff shall diligently monitor the work of the construction contractor in order to determine whether the project is constructed in compliance with the construction contract documents and any applicable current standards and County manuals. Consultant shall immediately advise County of any construction which Consultant knows, or with the exercise of professional care should know, fails to conform to the Federal 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 County.
   - Consultant shall submit draft and final deliverables in electronic format via e-mail (and hard copy if requested).
   - Consultant shall also submit any graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by County.
   - Consultant shall submit final design plans in AutoCAD Civil 3D .dwg format. The design plans must also be submitted in .pdf format

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

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

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

C. REVIEW, COMMENT and SCHEDULE OVERVIEW

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

D. PROJECT COOPERATION

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

a. At the first indication of non-cooperation, Consultant shall provide written notice to County's Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the Statement of Work.

b. County's Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and expedite items determined to be delaying Consultant/project.

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

E. TASKS, DELIVERABLES and SCHEDULE

TASK 1 – PROJECT MANAGEMENT

Consultant shall provide management, subconsultant management, and coordination of Services under this Statement of Work (SOW) for delivery of Tasks and Deliverables according to the agreed upon delivery schedule. Project duration is anticipated to be 10 months.

Task 1.1 Administration & Record Keeping

Consultant shall:

- Prepare a Project specific Project Quality Plan (PQP) in accordance with Consultant's ODOT approved Quality Assurance/Quality Control ("QA/QC") plan. The PQP will identify each project deliverable, schedule for submittal, and responsible reviewers. The PQP will be maintained in the project file and updated as necessary throughout the project design phase.
- Prepare a Project design schedule using the Critical Path Method ("CPM"). 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. Updates to the Project schedule shall be made during the Project if milestone dates are modified. For budgeting purposes, it is assumed that up to 3 Project schedule updates will be necessary;
- Prepare monthly invoices and progress reports. Each progress report must include:
    - Summary of prior period activities and planned activities for the upcoming period;
    - Unresolved issues that may affect the scope, schedule or budget for Services.
    - Identify percentage completed of each Task/Deliverable

  For budgeting purposes, it is assumed up to 10 progress reports will be necessary.
- Develop and maintain a Project file to include the Contract and amendments, survey files, engineering computations, assumptions, meeting agendas and minutes, working drawings, QA/QC documentation, correspondence, and memoranda. Project files is an ongoing task, commencing upon receipt of the notice to proceed ("NTP"), incorporating documents as they are generated, and continuing through the end of the Contract.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Project specific Project Quality Plan (PQP) submitted within 10 working days of NTP. Submit electronically to CPM.
- Project Design Schedule submitted within 10 working days of NTP. Submit electronically to CPM (PDF and MS Project).
- Updated Project Design Schedule, as necessary, via timeline agreed to by CPM. Submit electronically to CPM (PDF and MS Project).
- Progress reports and invoices submitted electronically to CPM no later than the 10th calendar day of the month following the reporting period.

Task 1.2 Coordination

Consultant shall:

- Coordinate with the CPM as the main point of contact for coordination and management of Consultant Services under the contract;
- Contact other County staff, and regulatory 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 up to 4 internal Consultant staff meetings (1 hour each);
- Contact CPM via telephone on a monthly basis to provide Project status information

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 1.3 Project Meetings

Task 1.3.1 Project Kickoff Meeting

Consultant shall organize, prepare for, and conduct a Project kickoff meeting. The kickoff meeting will be held via telephone/video conference with CPM, ODOT local bridge engineer, Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the CPM. The purpose of the meeting is to review Project issues such as SOW; work products and deliverables; schedules; budgets; right of way; utility coordination; design criteria; guidance documents and standards, and QA/QC. Consultant shall schedule the kickoff meeting within 14 calendar days of NTP. For budgeting purposes, it is assumed that up to 3 Consultant staff shall attend the 1-hour meeting.

Task 1.3.2 Project Development Team Meetings

Consultant shall organize, prepare for and conduct up to 4 Project Development Team (PDT) Meetings via telephone/video conference. PDT meetings will be held with CPM, Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the CPM. For budgeting purposes, it is assumed that up to 3 Consultant staff shall attend each 1-hour long PDT meeting.

Task 1.3.3 Alternatives Analysis Review Meetings

Consultant shall prepare agenda and conduct 1 Alternatives Analysis Review meeting with County staff to discuss/review hydraulics/scour and structural repair design alternatives being evaluated by the Consultant design team. The meeting will be scheduled by County and held via telephone/video conference. For estimating purposes, it is assumed that up to 3 Consultant staff shall attend the meeting, and the meeting will be no more than 1 hour in length

Task 1.3.4 Design Acceptance Workshop ("DAW") [RESERVED]

Task 1.3.5 Plans In Hand (90% PSE) Meeting

Consultant shall prepare agenda and conduct 1 Plans in Hand (PIH) meeting to be held approximately 2 weeks after submittal of the Advance (90%) PS&E package. The meeting will be scheduled by CPM and held at the County's Office or via telephone/video conference. The purpose of the PIH is to reach final resolution of any outstanding comments/issues received from County. For estimating purposes, it is assumed that up to 3 Consultant staff shall attend the PIH Meeting, and the meeting will be no more than 1 hour in length, not including travel time.

Consultant Deliverables and Schedule (for Task 1.3.1 thru Task 1.3.5):

For each meeting, Consultant shall provide:

- Meeting agenda submitted electronically (PDF) to CPM and other meeting participants 2 business days prior to meeting.

- Draft meeting minutes submitted electronically (Word) to CPM and other meeting participants within 5 business days of meeting.
- Final meeting minutes submitted electronically (PDF) to CPM and other meeting participants within 5 business days of receipt of County comments.

TASK 2 - SURVEY AND MAPPING
Consultant shall survey this Project for the areas as described in Section A of this SOW unless otherwise noted in specific tasks. Deliverables are to be scheduled as per task 1 Project Management. Survey to be performed using MicroStation and converted to ACAD.

Task 2.1 Research [RESERVED]

Task 2.2 Horizontal and Vertical Control Network
The purpose of this task is to provide the means by which the Project can be located relative to horizontal and vertical datum, map projection, and coordinate systems.

Consultant shall:
- Establish a horizontal and vertical control network using the Oregon Coordinate Reference System (OCRS)'s Salem Zone coordinate system on the NAD83 (2011) horizontal datum and NAVD88 vertical datum.
- Establish horizontal control according to County standards using Terrestrial (Theodolite and EDM), GPS (Static, Rapid Static, or RTN) or a combination of both. Control points shall be set and adjusted in conformance with County guidelines. Control point must use 5/8" Rebar with plastic or brass caps, or other approved control point, for the GPS and network points.
- Establish a minimum of 3 GPS control points through the length of the survey.
- Establish vertical control using differential leveling.
- Obtain County approval before using other methods such as trigonometric leveling and elevations derived from GPS.

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

Task 2.3 Monument Recovery [RESERVED]

Task 2.4 Topographic Data, Detailed Base Map and Digital Terrain Model (DTM)
The purpose of this task is to collect the existing topographic features and create a detailed basemap and DTM for the Project.

Topographic Data Collection

Consultant shall:

- Collect topographic data between the boundaries described in Section A of this SOW.
- Collect and tie topographic data of man-made and/or natural features using a variety of County approved methods. These methods include but are not limited to: terrestrial (Theodolite and EDM), GPS (RTK), 3D Laser Scanning, or station and offset.
- Contact Oregon Utility Notification Center to request a pre-survey utility locates.
- Keep the locate request number and ticket information within the Project file.
- Record the utility ownership, if available, when describing the line data points.
- 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 to communicate where the facility may conflict with the Project.
- Measure and record all utility facility structures (e.g. concrete pads, top slab of vaults, pump station housing, barrier screens or fenced enclosures).
- Request the utility owner to pull the cover whenever a manhole is found locked or bolted.
- Provide cross section data for up to three (3) hydraulic cross sections necessary for the hydraulic analysis in Task 7 and incorporate into the final Location Base Map.
- Collect topographic information for the area under the bridge 100 feet wide for the length of the bridge including hydrographic surveying techniques to collect required data under water.
- Create a DTM of this data for use in the 2-dimensional hydraulic model.
- Tie environmental and archaeological features that have been identified within the Project area. These features include, but are not limited to, wetlands, high water mark, T&E species, hazmat sites, archaeology sites and sensitive plants.

Detailed Basemap

Consultant shall:

- Take applicable topographic data collected in this subtask and create a detailed basemap file. A detailed basemap has all features drafted to County criteria.

Digital Terrain Model (DTM)

Consultant shall:

- Create a 3-dimensional digital terrain surface using all relevant topographical data collected in this subtask.
- Collect the topographical data to create points and break lines in adequate quantity and in proper placement, to accurately represent the surface of the ground.
- Collect confidence points in the field and generate a confidence point report. The topographical data and confidence points must meet County criteria.

Consultant Deliverables and Schedule:

Consultant shall provide:

- The following deliverables and submit them electronically (.PDF) to CPM within 30 days of NTP:
  - 1 copy of field notes
  - Copy of the MicroStation V8i CADD Files (*.dgn) Detailed Base Map with Inroads DTM converted to AutoCAD format.
  - All files for the network control points in (ASCII) format
  - Confidence Point Report
  - Control Point Worksheet with datum used and descriptions of control points found and set

Task 2.5 Existing Row & Boundary Resolution [RESERVED]

Task 2.6 Right Of Way Engineering (Mapping & Descriptions) [RESERVED]

TASK 3 - ENVIRONMENTAL SERVICES
Consultant shall complete necessary field and literature investigations to provide the County environmental documentation and permits required for completion of this Project.

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

Consultant is responsible for obtaining all Rights-of Entry ("ROE"). Consultant shall not conduct any fieldwork outside of County right-of-way and/or property until all ROEs for private property have been obtained and are in field staff's possession. County is responsible for all permit review fees.

Task 3.1 NEPA Categorical Exclusion ("CE") and Programmatic CE ("PCE") [RESERVED]

Task 3.2 Archaeological Resources [RESERVED]

Task 3.3 Historic Resources [RESERVED]

Task 3.4 Hazardous Materials

3.4.1 Hazardous Material Technical Memo
Consultant shall review and update the Hazardous Materials Corridor Assessment (HMCA) prepared by GRI dated January 18, 2008:

The update shall include a review of available federal and State environmental databases to identify new sites that could potentially impact the project, using the minimum search radii listed below.

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

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

Consultant shall review the Oregon Water Resources Department on-line database at http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx to determine if water wells or monitoring wells are located on or adjacent to the project corridor.

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

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

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

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

Consultant shall prepare a Hazardous Materials Technical Memo (HMTM) which summarizes findings in the GRI report and adds any new sites which may have impacted soil or groundwater within the project area.

Consultant Deliverables and Schedule:
Consultant shall prepare and submit:

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

Task 3.4.2 Construction Materials Survey
Consultant shall inspect Bridge No. 05789A for suspected lead-based paint. For each paint system/type encountered paint chip samples will be collected and submitted to a certified laboratory for total lead, cadmium, chromium and polychlorinated biphenyls (PCBs) analysis. Consultant shall collect up to 6 paint chip samples per paint system for laboratory analysis. Each paint chip sample will be collected in duplicate. Duplicate samples will be held in reserve and composited for toxicity characteristic leaching procedure (TCLP) analysis, if total metals results exceed hazardous waste classification limits. The results of the paint chip analyses will be summarized in a Construction Material Survey report.

Paint chip samples must be analyzed by a certified laboratory for total lead, cadmium and chromium by U.S. Environmental Protection Agency (EPA) SW846 Method 6010D (Inductively Coupled Plasma – Optical Emission Spectrometry, ICP-MS) or Method 7010 (Graphite Furnace Atomic Absorption Spectrophotometry, GFAA). Paint chip samples will be analyzed for PCBs by EPA SW846 Method 8082A (Polychlorinated Biphenyls (PCBs) by Gas Chromatography). The analytical laboratory shall be an Oregon Environmental Laboratory Accreditation Program ("ORELAP") accredited laboratory for the methods indicated.

If the total metals concentration exceed the following limits: 100 mg/kg Pb, 20 mg/kg Cd, or 100 mg/kg Cr. Then the duplicate samples collected for that paint system will be composited and then extracted using Toxicity Characteristic Leaching Procedure (TCLP) EPA Method 1311 followed by metals analysis as described above. Results from the TCLP/Metals analysis will be included in the Construction Materials Survey report. Concentration limits for D-listed Hazardous Waste in TCLP extract are as follows: 5mg/L Pb, 1 mg/L Cd, and 5 mg/L Cr, the screening values listed above assume a 20X dilution factor by the TCLP protocol.

Consultant shall prepare a draft Construction Materials Survey Report for CPM review and comment. Consultant shall prepare a final Construction Material Survey Report based on CPM review comments and acceptance of the draft document.

Consultant Deliverables and Schedule:
Consultant shall prepare and submit:

- 1 electronic copy (in WORD format) of the Draft Construction Materials Survey Report to CPM for review per Task 1 Project Design Schedule.
- 1 electronic copy (in PDF format) of the Final Construction Material Survey Report to CPM 2 weeks following receipt of draft review comments.

Task 3.4.3 Asbestos Survey
Consultant shall conduct an asbestos materials survey at the site building(s) and/or structure(s) designated by County. The survey must be performed by an asbestos inspector accredited under the Asbestos Hazards Emergency Response Act (AHERA) to perform building inspections. The asbestos survey must include: compiling a homogeneous materials list, collecting bulk samples of suspected asbestos-containing building or construction materials, and sample analysis by polarized light microscopy (PLM) or DEQ accepted equivalent. Consultant shall collect bulk samples in general accordance with AHERA protocols. Collection of bulk samples requires the removal of small quantities

of building or construction materials. Consultant shall apply a temporary patch that may not match the original finish. Consultant shall prepare an asbestos survey report that includes field observations, analytical results, diagrams indicating sample locations, and estimates of the quantity of asbestos containing materials and their locations. This task assumes no more than 30 samples will be tested.

Consultant Deliverables and Schedule:
Consultant shall prepare and submit:

- Conduct the asbestos survey within ten (10) days of receiving authorization to proceed.
- Electronic copy (MS Word) of the Asbestos Survey Report, with an electronic copy (PDF), within two (2) weeks of receiving comments from the County.

Task 3.5 Biological Resources Compliance and Permitting

Consultant shall complete the appropriate biological resources tasks presented below based on preliminary 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.

Task 3.5.1 Endangered Species Act (ESA) No Effect Memorandum [RESERVED]

Task 3.5.2 SLOPES V STU Stormwater, Transportation and Utilities or the most current version of SLOPES

Consultant shall coordinate and document compliance with the federal ESA for NMFS trust species using the SLOPES Programmatic permit. The SLOPES ESA Programmatic is appropriate for most Projects with a USACE federal nexus. SLOPES ESA programmatic documentation must be completed by an ESA qualified biologist as described above.

Consultant shall:

- Facilitate early coordination with NMFS and/or USACE.
- Contact the NMFS biologist via phone or email for site-specific information on ESA species including but not limited to background reports and Oregon Biodiversity Information Center (ORBIC) special status species lists.
- Contact via phone or email ODFW, NMFS and/or USFWS for additional site-specific information on ESA species.
- Review all ESA information provided or obtained.
- Facilitate and attend 1 site visit with NMFS and/or USACE to discuss Project impacts, applicable SLOPES Programmatic standards, and possible modifications to the Project to meet SLOPES Programmatic standards; Consultant shall prepare site visit meeting notes that include topics discussed and recommendations.
- Coordinate with NMFS to determine if NMFS has any fish passage concerns on the Project and obtain verification from NMFS on the average active channel width in instances where the active channel width is not readily determinable; facilitate communication between ODFW and NMFS to document agreement on fish passage requirements for the Project.
- Prepare and submit all required SLOPES Programmatic documentation and reports.

Consultant Deliverables and Schedule:
Consultant shall prepare and submit:

- Site visit meeting notes that include topics discussed and recommendations to County within 14 calendar days of site visit.
- Draft and Final SLOPES Compliance Report due with submittal of the Joint Permit Application.
- If there is a stormwater trigger on the project then there is a stormwater sheet that needs to be filled out with the notification form.

Task 3.5.3 ODFW Coordination for Oregon Fish Passage Law

If the Project area is within current or historic Native Migratory Fish ("NMF") habitat and if a fish passage trigger identified in the law (OAR 635-412-0005(9)(d)) will occur, then the Project must address fish passage. Consultant shall determine whether the proposed Project must address the Oregon Fish Passage Law.

Consultant shall:

- Contact ODFW district fish biologist by phone and email to discuss project impacts.
- Provide ODFW with project information on impacts to the river, the proposed scour repair, location of impacts, and construction details so that ODFW has the information they need to determine if they will require Oregon Fish Passage requirements on the project.
- Request ODFW provide written determination whether fish passage compliance will be required on the project or not.

If ODFW determines Oregon Fish Passage Law is not triggered by the project, no further ODFW fish passage effort is required. If ODFW determines that Oregon Fish Passage Law is triggered by this project, Contingency Task 3.5.8 Fish Passage Plan will be released.

Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- Copies of emails and ODFW coordination documentation upon request
- Copy of fish passage determination from ODFW to CPM within one week of receipt from ODFW.

Task 3.5.4 Fish Passage Scoping Field Visit [RESERVED]

Task 3.5.5 Determine Appropriate Fish Passage Requirements [RESERVED]

Task 3.5.6 Fish Passage Exemption Application [RESERVED]

Task 3.5.7 Fish Passage Waiver [RESERVED]

Task 3.5.8 Fish Passage Plan (CONTINGENCY)

Consultant shall prepare up to 2 Fish Passage Plans (one for permanent repair to the existing bridge and one for the temporary construction work bridge).

Consultant shall:

- Determine and document "Larger-Crossing Design" fish passage criteria in the Fish Passage Plan.
- Prepare up to 2 draft fish passage plans in ODFW's form format and submit to CPM for review.
- Revise the draft plans and submit the final fish passage plans to CPM for approval of changes.
- Submit final fish passage plans to ODFW for review and concurrence; submit approvals to DSL upon receipt.
- Provide ODFW concurrence documentation to CPM and DSL.
- Incorporate fish passage requirements and ODFW concurrence documentation into permit documents and Project PS&E as applicable.

Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- 2 Draft Fish Passage Plans to CPM for review per Task 1 Project Design Schedule
- 2 Final Fish Passage Plans to CPM and ODFW within 2 weeks of receiving comments.

Task 3.5.9 Scientific Take Permit for Fish Salvage Operations

Consultant shall obtain a Scientific Take Permit ("STP") from ODFW for fish salvage operations during Project construction. It is assumed that fish salvage operations will occur during one in-water work period.

Consultant shall:

- Submit the application for 1 STP to ODFW.
- Obtain and provide to County a copy of the approved STP for the fish salvage associated with the in-stream isolation area.
- Coordinate with ODFW and other regulatory agencies to comply with terms of the STP.
- Provide to ODFW and NMFS (copy to County) required post-salvage documentation and reporting in accordance with NMFS and ODFW guidance and regulations.
- Finalize and closeout the STP following completion of fish salvage operations

Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- Copy of STP application (1 electronic MS Word copy) to County for review per Task 1 Project Design Schedule
- Copy of the ODFW approved STP (1 electronic PDF copy) to County within 14 calendar days of receipt from ODFW and prior to salvage operation.
- Copy of the post-salvage reporting (1 electronic PDF copy) to ODFW and NMFS (copy to County) within 60 days following completion of fish salvage operations.

Task 3.5.10 Bird Protection [RESERVED]

Task 3.6 Wetland and Water Resources

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

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

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

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

Consultant shall:

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

If wetland(s) are present and proposed to be impacted, an amendment will be required for development of a Wetland Delineation Report and Wetland Functional Assessment.

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

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

Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

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

Task 3.6.2 Wetland/Waters of the U.S./State Delineation Report [RESERVED]

Task 3.6.3 Wetland Functional Assessment Report [RESERVED]

Task 3.6.4 Stream Functional Assessment

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

Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- Electronic copy (Word) of the draft Stream Functional Assessment results with Task 3.7.1 to CPM for review per the schedule in Task 1.
- Electronic copy (PDF) of the final Stream Functional Assessment results to CPM two weeks following receipt of draft review comments.

Task 3.7 Environmental Permits and Clearances

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

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

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

County will select the preferred design for the Project prior to the preparation of the JPA. Consultant shall:

- Prepare JPA for a USACE Section 404 Nationwide Permit and a DSL or General Permit or General Authorization, to authorize work within the jurisdictional waters found in the Project area.
- Provide pre submittal coordination with DEQ to inform them of the Project and verify requirements and documentation necessary to apply for Section 401 Water Quality Certification.
- Provide pre-submittal coordination with representatives of the USACE and DSL to confirm permitting requirements and application procedures. Pre-submittal coordination shall be conducted by phone and email, no pre-submittal site visit will be required.
- Verify that features and impacts are correctly identified for the permit application.
- Prepare all JPA required drawings, maps, photographs, site descriptions, and any additional information required by DSL or the USACE for inclusion in the JPA.
- Prepare narratives and descriptions on Project purpose and need and Project alternatives using Project development information provided by County as necessary to complete the JPA.
- Respond to questions or comments raised by the USACE and DSL following the submission of the JPA. This task may include correspondence and clarification of the JPA in the form of telephone calls, letters, or e-mails, to clarify regulatory Agency concerns and to facilitate the issuance of the USACE and DSL permits for this Project. No regulatory Agency site visit or in person meetings will be required.
- Submit to DEQ a copy of the complete Joint Permit Application and provide a transmittal letter to DEQ requesting Section 401 Water Quality Certification for the Project. Stormwater management and a stormwater management plan are not anticipated for this project.

All required wetland and/or waters mitigation will be satisfied with Payment-to-Provide or purchase of mitigation bank credits. On-site or off-site compensatory wetland/waters mitigation coordination and planning will not be required.

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

Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- Electronic copy of the Draft JPA Submittal Package to CPM for review per Task 1 Project Design Schedule.
- Electronic copy (PDF) of the Final JPA Submittal Package to CPM 2 weeks following receipt of draft review comments.
- Paper copy of the Final JPA Submittal Package to both the DSL and USACE 2 weeks following receipt of draft review comments.
- Paper copy of the Final JPA to DEQ 2 weeks following receipt of draft review comments on the JPA.

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

Task 3.7.3 US Coast Guard and Oregon State Marine Board Approvals

Consultant shall coordinate with Oregon State Marine Board (OSMB) and US Coast Guard (USCG) staff to determine recreation and 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 and expected scour repair. The packet shall include information such as temporary work bridge location(s), proposed clearances, conceptual drawings, navigational impacts, and other available information requested by USCG. Consultant shall provide assistance to 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. Consultant shall develop and assemble USCG required information, project descriptions, and support materials necessary for USCG review and approval of the bridge maintenance activities.

Consultant shall coordinate with USCG to provide all information necessary for prompt review and approval and shall provide assistance to County in responding to any comments received from the USCG. Consultant will coordinate schedule with USCG regarding publication of a Local Notice to Mariners, as required.

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 approval is expected to be received via email communication from the USCG reviewer and no official permit is required.

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 2 4 weeks following receipt of draft review comments.

Task 3.8 Floodplain Permit Acquisition

Consultant shall initiate and attend one pre-application conference with local permitting agency planning staff to determine the scope of drawings and supporting documentation required for a Federal Emergency Management Agency (FEMA) floodplain permit application.

Consultant shall prepare a draft FEMA Floodplain Permit application including drawings, narrative, calculations, no-rise certification, etc. addressing Project compliance with floodplain development requirements. Consultant shall submit the floodplain application, drawings and any other support documentation for local permitting agency review. Consultant shall modify the permit application, drawings and/or supporting documentation in response to local permitting agency comments and submit a final local FEMA Floodplain Permit application package to the local permitting agency.

Upon submittal of permit application materials to local permitting agency, Consultant shall answer questions on the application during the permit review period.

Consultant shall provide coordination with County and local permitting agency. Consultant shall monitor permit application completeness review process, provide supplemental information as required, and revise the application in response to review comments and conditions of approval.

County shall provide payment of all required application or filing fees and provide all required signatures on application forms.

Consultant Deliverables and Schedule:
Consultant shall provide:

- Draft FEMA Floodplain Permit Application; 1 electronic PDF copy for County review due per Task 1 Project Schedule.
- Final FEMA Floodplain Permit Application; 1 electronic PDF copy filed with the permitting agency due 2 weeks after receiving County comments.

TASK 4 - PUBLIC INVOLVEMENT [RESERVED]

TASK 5 - UTILITY COORDINATION

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

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

Task 5.1 Utility Location and Coordination

Consultant shall perform utility coordination and liaison activities with utility owners/operators for the Project. Consultant shall comply with the current version of the Utility coordination policy requirements as described in the Oregon Utility Relocation Manual. This work includes reviewing utilities that may conflict with the Project work and utility relocation coordination with the utility owners to resolve those potential conflicts. Additionally,

Consultant shall obtain system mapping from utilities located within the Project limits. The Consultant shall use this information to confirm the survey map as developed under Task 2, Surveying.

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 CPM within 3 days of request.

Task 5.2 Utility Report

Consultant shall prepare a draft and final "Utility Report" for those utilities located within the Project limits. The "Utility Report" will 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)

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 5.3 Utility Coordination Meetings

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

- 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 2 hour meeting, not including travel time.

Consultant Deliverables and Schedule:
For each meeting Consultant shall provide:

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

Task 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:

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

Task 5.4.1 Utility Notices
For those Utilities where no conflict is anticipated, Consultant shall provide a Project Notification (first notice per OAR 734-055-045). Consultant shall use the Project Notification letter template located at: https://www.oregon.gov/ODOT/ROW/Pages/Utility-Forms.aspx (under "Local Public Agency Resources" heading). The Project Notification letter must include plan sheets indicating location of existing utilities in relationship to proposed project.

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

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

Consultant Deliverables and Schedule:
Consultant shall provide:

- Project Notification letter(s) and Conflict Notice(s) with enclosures to Utilities and CPM within 10 business days after receipt of DAP comments from County.

Task 5.4.2 Utility Relocations [RESERVED]

Task 5.4.3 Utility Relocation Plans / Relocation Time Requirement Letters [RESERVED]

Task 5.5 Utility Reimbursement [RESERVED]

Task 5.6 Utility Certification
Consultant shall complete and sign the Utility Certification verifying that all utility work has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the physical construction schedule.

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

Consultant Deliverables and Schedule:
Consultant shall provide:

- 1 electronic copy (PDF) of the Utility Certification sent to CPM within 10 business days prior to PS&E.
- 1 hard copy of signed Utility Certification form to be incorporated into PS&E package.

TASK 6 - GEOTECHNICAL SERVICES

Consultant shall conduct a site reconnaissance and literature search to collect geotechnical and geologic information, as-built drawings of the existing bridge, and project plans and specifications that have been developed for structure and foundation repairs since the bridge was opened. This information will assist with developing geotechnical input for scour countermeasures at the interior bridge bents.

Consultant shall provide documentation which summarizes and presents the results of the search and recommendations.

Task 6.1 Data Review / Reconnaissance

Data Review:
Consultant shall review available existing information to evaluate the following:

- Geologic conditions and hazards along the proposed Project alignment, such as geologic units, historic land use, and fill materials

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

- Existing published and unpublished literature from County records
- Previous geology and/or geotechnical reports from federal, city, county, or other officials, consultants, groups or individuals pertinent to the Project
- Maintenance records

Reconnaissance:
Consultant shall conduct a geologic and geotechnical reconnaissance of the site consisting of up to 1 site visit. Consultant shall identify the following:

- Geologic conditions at the Project site, any geologic hazards present and their impacts to the proposed Project elements.

As part of the site reconnaissance work, Consultant shall:

- Observe surface conditions that may be indicative of subsurface conditions of concern, as well as past or ongoing geologic processes (e.g., areas of seeps or springs, erosion, unstable slopes, approach settlement, offsets and depressions, existing earthwork performance, exposed soil and bedrock units).

Consultant Deliverables and Schedule:
Information from this task shall be incorporated into deliverables for Task 6.6.

Task 6.2 Exploration and Testing Work Plan (ETWP) [RESERVED]

Task 6.3 Geotechnical and Pavement Explorations [RESERVED]

Task 6.4 Laboratory Testing

Consultant shall perform two sieve analyses (ASTM C136/C117) on disturbed bucket samples from the river bottom (obtained by others) to support the scour analysis.

Consultant Deliverables and Schedule:
Consultant shall provide results to Hydraulic Engineer for use in Task 7.3 scour analysis.

Task 6.5 Pavement Design Report [RESERVED]

Task 6.6 Geotechnical Report

Consultant shall prepare a Technical Memorandum. The memorandum must:

- Summarize the geologic and geotechnical site information.
- Summarize prior work as it relates to scour countermeasures.
- Summarize geotechnical recommendations for scour countermeasures.
- Provide design recommendations for the scour countermeasures, as needed.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Technical Memorandum in MS Word and PDF format to be incorporated into DAP delivered under Task 13.
- Final Technical Memorandum in PDF format shall be incorporated into deliverables for Advanced Plans Task 15.2.

TASK 7 - HYDRAULICS RELATED SERVICES

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

Task 7.1 Hydraulic Site Investigation

The purpose of this subtask is to identify existing information and field conditions.

Consultant shall:

- Review the previous (2008) Hydraulic Report and 2-dimensional hydraulic model for this bridge crossing to streamline development of information for this project.
- Obtain the Flood Insurance Study ("FIS") report and if available the Flood Insurance Rate Map using the Federal Emergency Management Agency ("FEMA") web site.
- Review local floodplain ordinances to determine if there are any applicable to this water body.
- Determine if applicable stream gauge records exist, and obtain them, if possible.
- Locate and obtain existing topographic maps of the tributary drainage basin.
- Visit the bridge Project site to observe site conditions, physical properties, and collect data needed to perform a thorough hydraulic study.
- Evaluate the site and determine survey data requirements for hydraulic analysis.
- Collect 2 streambed sediment samples in the vicinity of the bridge for grain size analysis.
- Determine channel and floodplain hydraulic roughness values (document with photographs).
- Record observations with respect to the following:
    - Lateral channel stability.
    - Stream channel hydraulic roughness.
    - Aggradation or degradation of bed material.
    - Existing evidence of scour and/or erosion.
- Coordinate with Geotechnical Engineer and review geotechnical information with respect to lateral stream stability and scour potential of the existing soils.

Consultant Deliverables and Schedule:

Consultant shall incorporate information from this task into Task 7.4 deliverables

Task 7.2 Hydrologic Analysis

The purpose of this subtask is to perform hydrologic analysis to determine appropriate flow rates for design of various Project elements.

Consultant shall:

- Review ODOT Hydraulic Manual and available hydrologic data sources to determine the most appropriate 2-, 10-, 25-, 50-, 100-, and 500-year design flow for the proposed bridge/culvert.
- Analyze available stream gauge records to calculate flow duration values to support hydraulic analysis and design. Flow frequency will be based on the latest regulated discharge frequency data developed by the U.S. Army Corps of Engineers for the Willamette River.

- Determine the temporary water management discharge estimates for the portion of the year when construction will take place to be used in temporary water management design recommendations and included in the technical specifications for the Project.
- Determine the fish passage high flow and fish passage low flow

Consultant Deliverables and Schedule:
Consultant shall incorporate information from this task into Task 7.4 deliverables

Task 7.3 Hydraulic Analysis
The purpose of this subtask is to perform a variety of hydraulic analysis in support of design and provide hydraulic design recommendations related to scour and open channel.

Consultant shall:

- Simulate hydraulic conditions of the stream using Hydrologic Engineering Centers ("HEC")-River Analysis System ("RAS") (version 5.0.7) software and Sediment and River Hydraulics 2-Dimensional (SRH2-D). The 1-dimensional hydraulic model will be used to obtain the downstream boundary conditions for the 2-D hydraulic model, to estimate the capacity of the main channel within the study reach, and to ensure that the proposed project does not cause an increase to the FEMA Base Flow Elevations (BFE's) and Floodway Elevations.
- Create a model to simulate "Existing Conditions" at the bridge site to determine current water surface profiles, velocities, depths, and flow area for the various design flows. The HEC-RAS model will be developed for the reach from Salem, OR to about 5 miles upstream of the bridge structure. The SRH-2D model will be developed for the reach that extends about 3 miles downstream of the bridge to about 4 miles upstream of the bridge.
- Create a model to simulate "Proposed Conditions" at the proposed revetment design to determine natural water surface profiles, velocities, depths, and flow area for various design flows with the proposed revetment structure represented in the "Existing Conditions" model.

Scour Analysis
Consultant shall:

- Evaluate bridge scour for up to two alternatives following County guidelines and methods as described in the Federal Highway Administration ("FHWA") publication HEC-18, Evaluating Scour at Bridges, and HEC-23, Bridge Scour and Stream Instability Countermeasures.
- Review past bridge inspection reports that might include evidence of past scour problems.
- Conduct a scour analysis using results from the hydraulic analysis including, evaluation of pier scour and contraction scour.
- Coordinate with the bridge and geotechnical engineers on the design of the bridge foundation
- Provide scour countermeasure design recommendations.
- Conduct supporting design calculations (e.g. riprap size calculations).
- Coordinate with bridge engineer on countermeasure design details.

Open Channel Hydraulics
Consultant shall:

- Design revetment and bank stabilization for up to two alternatives following County guidelines and methods as described in Federal Highway Administration (FHWA) publication HEC-11, Design of Riprap Revetment, and HEC-18, Evaluating Scour at Bridges.
- Evaluate hydraulic conditions under fish passage high flow and fish passage low flow, provide fish passage design recommendations, and demonstrate compliance with Oregon Fish Passage Laws (ORS 509.580 through 910).
- Develop a streambed material gradation recommendation and prepare a material specification.
- Provide waterway enhancement design recommendations for stream boulders, large woody debris, and/or bioengineered stream bank restoration.
- Perform calculations to predict the stability of waterway enhancements.

Consultant Deliverables and Schedule:

Consultant shall incorporate information from this task into Task 7.4 deliverables

Task 7.4 Hydraulics Report

The purpose of this subtask is to summarize the findings of the hydraulic related services and document the design recommendations.

Consultant shall prepare a draft version of the Project Hydraulics Report per ODOT Hydraulics Manual guidelines containing preliminary design recommendations for the hydraulic related services.

Consultant shall prepare a final Hydraulics Report to reflect County review comments and to include changes to hydraulic related design recommendations that need to be modified due to advancement of the overall Project design.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Hydraulics Report in PDF file format, along with an MS Word file containing the report narrative due with the Design Acceptance Package.
- Final Hydraulics Report, PDF file of complete report due with the Advance PS&E.

Task 7.5 Stormwater Management Design [RESERVED]

Task 7.6 Stormwater Design Report [RESERVED]

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

Task 7.8 Temporary Water Management Design

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

Consultant shall:

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

Consultant Deliverables and Schedule:

Information from this task shall be incorporated into Technical Specifications and Plan Sheet deliverables for Advanced Plans Task 15.2.

Task 7.9 Floodplain Impact Analysis

Projects requiring work in a mapped Special Flood Hazard Area (100-year floodplain) are usually required to demonstrate compliance with the local floodplain development requirements. When a project requires work in a mapped floodway and cannot achieve a No-Rise condition, then the local agency is supposed to require that FEMA's Letter of Map Revision process is followed in order to remain in compliance with the National Flood Insurance Program.

The purpose of this task is to evaluate and prepare documentation commensurate with the level of Project impacts on the 100-year water surface elevation.

Floodplain Development Permit Application Support

Grading work and/or a structure proposed as part of this Project will be located within a mapped Special Flood Hazard Area and is subject to Marion County Floodplain Development requirements.

Consultant shall complete supporting information, prepare a No-Rise Analysis Memorandum, and provide supporting documentation for use in a Marion County Floodplain Development Permit application.

Consultant Deliverables and Schedule:
Consultant shall provide:

- No-Rise Analysis Memorandum and supporting documentation in PDF format due per Task 1 Project Schedule.

TASK 8 - TRAFFIC ENGINEERING AND MANAGEMENT [RESERVED]

TASK 9 - PAVEMENT DESIGN [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.

Task 10.1 Alternative Analysis & Preliminary Roadway Design

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

As part of the DAP Design, Consultant shall evaluate alternatives for approach guardrail installation/replacement at bridge ends, temporary traffic control for these and any bridge rehabilitation items, and scour mitigation at bridge piers in consultation with Hydraulics Engineer. The preferred alternative will be further detailed and summarized in the DAP Plans and cost estimate.

Consultant shall complete an independent design check of the DAP roadway design according to County standards and Consultant QMP. Note that senior QA review of deliverables in accordance with consultant QMP is included under Tasks 13 and 15.

See Task 13 for list of anticipated roadway plan sheets to be included in DAP submittal.

Consultant Deliverables and Schedule:
Consultant shall provide:

- Draft design criteria worksheet on County form due 4 weeks prior to DAP.
- Final design criteria worksheet due with DAP submittal in Task 13.
- Roadway DAP Plans (to be provided as part of Task 13).
- Construction Cost Estimate (to be provided as part of Task 13)
- QC documentation will be provided within 1 week of request by County.

Task 10.2 Advance Roadway Design

Consultant shall incorporate all comments received from the County during DAP review and prepare 90% advance roadway plans to be included in the construction bid package. Consultant shall reference ODOT standard drawings and details, and other related drawings.

Consultant shall prepare roadway technical special provisions and construction cost estimate as specified in Task 15.2.

Consultant shall complete an independent design check of the Advance PS&E according to County standards and Consultant QMP. Note that senior QA review of deliverables in accordance with consultant QMP is included under Tasks 13 and 15.

Consultant Deliverables and Schedule:
Consultant shall provide:

- Advance roadway PS&E documents as part of Task 15.2
- QC documentation will be provided within 1 week of request by County.

Task 10.3 Final Roadway Design
Consultant shall incorporate all comments received from the County during advance plans review and prepare final roadway plans to be included in the construction bid package.

Consultant shall finalize roadway technical special provisions and construction cost estimate as specified in Task 15.3.

Consultant shall complete an independent design check of the Final PS&E according to County standards and Consultant QMP. Note that senior QA review of deliverables in accordance with consultant QMP is included under Tasks 13 and 15.

Consultant Deliverables and Schedule:
Consultant shall provide

- Final roadway PS&E documents submitted as part of Task 15.3
- QC documentation will be provided within 1 week of request by County.

TASK 11 - BRIDGE DESIGN
Consultant shall perform preliminary bridge rehabilitation and repair design. Consultant shall base the general design upon AASHTO LRFD Bridge Design Specifications in combination with replacement or repair of damaged elements "in kind".

Consultant shall address other design requirements and costs conforming to AASHTO and Marion County standards. Scour mitigation is included under Tasks 7 and 10.

Task 11.1 Bridge Inspection and Assessment
Consultant shall conduct a review of most recent ODOT bridge inspection report and an inspection of the bridge to assess areas of concern for repair and assessment for potential DAP design.

Consultant shall:

- Conduct a visual (pedestrian) inspection of all accessible (above deck) bridge elements to document locations and extent of potential repairs including damaged rails, sidewalk overhangs, deck joints, and existing deck overlays.
- Conduct an aerial drone video reconnaissance of inaccessible (under-deck) superstructure and substructure elements to document locations and extent of potential repairs including concrete cracks/spalls, paint deterioration and other notable structural items for repair.
- Provide traffic control for field inspection as necessary.

Review of Bridge Load Rating reports, assessment of load carrying capacity, and structural strengthening of the bridge is not included in this contract.

Consultant Deliverables and Schedule:
Consultant shall Incorporate results of this task to prepare cost estimates and recommendations to include in the DAP under Task 13.

Task 11.2 Alternative Analysis & Preliminary Bridge Design
Consultant shall evaluate existing conditions of and provide recommendations for bridge rehabilitation and repair items based on the results of the inspection and consultation with County.

All alternatives shall conform, if possible, to the ODOT Bridge Design Manual (BDM) and other specifications listed in this manual.

Consultant shall prepare cost estimates for all repair items for consideration and potential inclusion in the construction project based on available budget. ODOT average bid costs may be used as the basis for determining the preliminary unit prices when appropriate.

Consultant shall utilize specialty subconsultant to prepare "contractor level" cost estimates for unique and non-standard items and to confirm estimates are reasonable. A 30-percent contingency shall be included. Cost estimates and items will be discussed with County at the Alternatives Analysis Meeting to determine whether or how many of them are included in the project.

Consultant shall complete an independent design check of the DAP bridge design according to County standards and Consultant QMP. Note that senior QA review of deliverables in accordance with consultant QMP is included under Tasks 13 and 15.

Consultant shall address the following in the Bridge Alternatives Analysis Memo:

- Summary of existing conditions of the Bridge
- Summary of recommended rehabilitation and repair items including estimated costs

Consultant shall incorporate comments received on draft Alternatives Analysis memo into the DAP submittal. See Task 13 for list of anticipated Bridge sheets to be included in DAP.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Bridge Alternatives Analysis memo including narrative, plan sheets and cost estimates to CPM in accordance to the schedule of Task 1
- Incorporate final Bridge Alternatives Analysis memo including narrative, plan sheets and cost estimate into the DAP submittal delivered under Task 13.
- QC documentation will be provided within 1 week of request by County.

Task 11.3 Advance Bridge Design

Consultant shall incorporate all comments received from County during DAP plans review and prepare 90% advance bridge plans to be included in the construction bid package. Consultant shall reference ODOT standard drawings and details, and other related drawings.

Consultant shall prepare/update bridge technical special provisions and construction cost estimate as specified in Task 15.2.

Consultant shall complete an independent design check of the Advance PS&E according to County standards and Consultant QMP. Note that senior QA review of deliverables in accordance with consultant QMP is included under Tasks 13 and 15.

Consultant Deliverables and Schedule:

Consultant shall provide:

- Advance bridge PS&E documents as part of Task 15.2
- QC documentation will be provided within 1 week of request by County.

Task 11.4 Final Bridge Design

Consultant shall incorporate all comments received from the County during advance plans review and prepare final bridge plans to be included in the construction bid package. Consultant shall finalize bridge technical special provisions and construction cost estimate as specified in Task 15.3.

Consultant shall complete an independent design check of the Final PS&E according to County standards and Consultant QMP. Note that senior QA review of deliverables in accordance with consultant QMP is included under Tasks 13 and 15.

Consultant Deliverables and Schedule:
Consultant shall provide:

- Final bridge PS&E documents as part of Task 15.3
- QC documentation will be provided within 1 week of request by County.

TASK 12 - INTERCHANGE DESIGN [RESERVED]

TASK 13 - DESIGN ACCEPTANCE PACKAGE (DAP) (30%)

The objective of the DAP is to identify the size of the Project footprint, required design exceptions or deviations and any required environmental permits prior to preparing the Advance and Final Plans. Consultant shall develop the alternative chosen in Task 10 and 11 by the County to prepare the DAP.

Task 13.1 Design Acceptance Package

Consultant shall prepare a DAP that includes design plans (30%), cost estimate and a design narrative that addresses 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 proposed scour mitigation measures to be included in the project
- Summary of structure repair alternatives considered, including costs and recommendations;
- Outline of Project constraints such as topography, environmental, permits, ROW, utilities and cost (NOTE: these may be executive summaries prepared by Consultant for other deliverables associated with this Project);
- Environmental impacts and mitigation measures;
- Environmental permitting requirements;
- Utility conflicts;
- Description of geotechnical subsurface conditions;
- Draft Geotechnical Memorandum;
- Draft Hydraulics Report;
- ROW needs;
- Local permit needs;
- Construction staging, temporary detours, and temporary protection and direction of traffic;
- Design acceptance checklist

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

Name of Sheet	Scale	Estimated # of Sheets
Title sheet & Index		2
Typical sections		1
Details		2
Temporary traffic protection (TPDT) including TPARP		5
Roadway Plan & Profile		4
Bridge Plan & Elevation with Work to be Done notes		2

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

County will provide comments on the DAP. Consultant shall address and resolve County comments. Consultant shall provide written responses to address review comments received from County. Changes resulting from DAP review will be incorporated into the Advance PS&E submittal. No final DAP will be prepared.

Consultant shall perform senior review of the DAP deliverables in accordance with the PQP and shall utilize the sign-off process as described in Consultant's QMP prior to submission of DAP to the County. The review sign-off page will be maintained in the project file and submitted upon request. Consultant shall review sub-consultant deliverables for appropriateness related to Project description and scope prior to submitting to County.

Consultant Deliverables and Schedule:
Consultant shall provide:

- Electronic copy of DAP (PDF) to CPM according to the schedule in Task 1.
- Electronic copy of responses to DAP review comments within 2 weeks of the DAP.
- Completed QA/QC documentation within one (1) week of request by the County.

TASK 14 - RIGHT OF WAY [RESERVED]

TASK 15 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
Consultants shall prepare plan sheets according to the following table:

TABLE 15

Name of Sheet	Scale	Estimated # of Sheets
Title sheet & Index		2
Typical sections		1
Details		3
Temporary traffic protection (TPDT) including TPARP		5
Roadway plans		4
Erosion Control		2
Landscaping		2
Temporary Water Management Plans (TWMP)		2
Bridge Plan & Elevation		2
General Notes		1
Foundation Plan		2
Deck Plan		3
Bent Plan & Elevation		2
Concrete Repair Details		2
Sidewalk/Rail Repair Details		2
Misc. Details		4

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

Task 15.2 Advance PS&E (90%)
This task includes preparation of advance plans, Special Provisions, construction cost estimate, construction time estimate, and quality control reviews, as well as incorporating comments from previous reviews.

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

Advance Plans:
Consultant shall prepare drawings, per Table 15 above and reference ODOT standard drawings and details, and other related drawings.

Advance Special Provisions:
Consultant shall prepare Project Special Provisions based on changes and clarifications to the Project design, as determined at DAP and in accordance with 2018 *Oregon Standard Specifications for Construction as amended, Marion county general conditions (section 00100s)* and ODOT *Specification and Writing Style Manual*. Consultant shall prepare the Special Provisions to the 90% level (the "Advance Special Provisions") in MS Word utilizing "Track Changes".

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

http://www.oregon.gov/ODOT/HWY/SPECS/Pages/Boilerplate_Special_Provisions.aspx

Consultant shall coordinate with the CPM to determine the appropriate risk assessment 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. The estimate must be based on unit prices utilizing Agency and Consultant historic bid information.

Consultant shall utilize specialty subconsultant to assist with "contractor level" cost estimating for unique and non-standard items and to confirm estimates are reasonable. Estimate shall be prepared anticipating a 2021 bid letting.

Construction Time Estimate (CTE):
Consultant shall prepare a construction schedule, using the Critical Path Method in MS Project 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, along with specified timing restrictions such as the IWW dates and planting windows.

Advance PS&E Revisions/Corrections:
The CPM will submit a single electronic file of Advance PS&E Comment Log review comments to Consultant.

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

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

Consultant Deliverables and Schedule:
Consultant shall submit the following to the CPM within 12 weeks of the CPM'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 time estimate in electronic format (MS Project format and PDF)
- Comment response log for plans and specifications (In an Excel document)
- Completed QA/QC documentation within one (1) week of request by the County.

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

Task 15.3 Final PS&E Package (100%)

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

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

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

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

Consultant Deliverables and Schedule:

Consultant shall submit the following to CPM, within 8 weeks of receipt of comments on Advance PS&E from to the County:

Description	To CPM
	Electronic
Un-signed Final Design Plans (11 x 17)	PDF
Project Special Provisions	Word & PDF
POR Certification with all Special Provisions sections stamped	PDF
Cost Estimate	Excel & PDF
Construction Time Estimate (11 x 17)	PDF
NEPA Approval Documentation (delivered under Task 3)	PDF
Utilities Certification (delivered under Task 5)	PDF

Consultant shall submit the following to CPM, within 2 weeks of receipt of comments on Draft Final Plans from the County:

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

Task 15.4 Letter of Public Interest Findings (LPIF) [RESERVED]

TASK 16 - BID AND AWARD ASSISTANCE

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

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

Task 16.1 Questions During Bidding

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

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 16.2 Addenda to the Bid Documents (CONTINGENCY)

This task identifies specific deliverables that the County at its discretion may elect to authorize Consultant to produce. Consultant shall only complete this Task C16.2 and the identified deliverables if written (email acceptable) NTP is issued by the County.

Consultant shall prepare up to 2 bid addenda to provide interpretation of construction documents. If County chooses to authorize this work, Consultant shall submit Addendum documents within 5 working days from NTP unless a different timeframe is agreed to and stated in the NTP.

Consultant shall prepare and deliver the addenda text in a Microsoft Word file. Consultant shall prepare and deliver stamped drawings in PDF format. Consultant shall coordinate reviews of addenda by CPM prior to submittal. Consultant shall not be responsible for distributing addenda to bidders. County will issue and distribute all addenda.

Consultant Deliverables and Schedule

Consultant shall provide:

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

Task 16.3 Pre-Bid Meeting [RESERVED]

F. CONTINGENCY TASKS

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

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

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

Contingency Task Summary Table

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount	Fixed Fee
3.5.8 Fish Passage Plan	$ 11,366.34	1	T&M	$ 11,366.34	N/A
16.2 Addenda to Bid Documents	$ 9,556.52	1	T&M	$ 9,556.52	N/A
Total NTE For All Contingency Tasks:				$ 20,922.86	
Total For Any Contingency Fixed-Fee Amounts:					N/A
Total NTE for Contingency Cost (and Fixed-Fee Amounts, if any):					**$ 20,922.86**

EXHIBIT B – COMPENSATION

Definitions:
FCCM – Facilities Capital Cost of Money
NBR – Negotiated Billing Rates. NBRs are fully loaded billing rates used by firms that do not have an audited, approved overhead rate. NBRs are inclusive of direct salary, indirect expenses and profit.
NTE – Not to Exceed Amount
T&M – Time and Materials

A. METHOD of COMPENSATION for NON-CONTINGENCY TASKS

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with Contract requirements and all applicable standards. Consultant shall complete all Services and provide all deliverables as defined in the Contract. If the applicable compensation is exhausted, but Services and deliverables are not complete, Consultant shall complete the Services and provide the deliverables to County's satisfaction without additional compensation.

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

- Reduce the NTE, Fixed-Price or Fixed-Fee amount associated with Tasks/Deliverables that were not authorized by County or not performed by Consultant;
- Reduce the NTE, Fixed-Price or Fixed-Fee amount commensurate with deductive amendments to reduce the risk associated with the project or to reduce the scope of work required under the Contract;
- Increase the NTE, Fixed-Price or Fixed-Fee amount for additional Tasks/Deliverables added to the scope of work via amendment to the Contract.

{The method(s) of compensation for contingency tasks, if any, is specified in Exhibit A, Contingency Task Summary Table.}

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

County will pay Consultant for completion of Services required under the Contract on the basis of T&M, up to the NTE amount established in the Contract. Billable items include:

- **Loaded Costs**– the NBR (which is inclusive of profit and overhead costs); or the actual direct salary rate paid to the specific employee(s) (up to the maximum rate approved in the Contract for the employee's classification) productively engaged in work to complete the Services required under the Contract, plus profit and the approved overhead.
- **Direct Non-Labor Costs** (without mark-up) - Approved travel costs (up to the rates established in Section B of this Exhibit) and other approved direct-non labor expenses that are not included in overhead.
- **Subcontractor Costs** (without mark-up, unless County notifies Consultant otherwise in writing) - the hourly labor rates and direct non-labor costs (as described above) that have been billed to Consultant and recognized by Consultant as valid, undisputed and payable.

The dollar amount for T&M non-contingency Services is: $ 552,259.46

B. PAYMENT OPTIONS

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

(For T&M) - Progress Payments for Acceptable Progress. County will pay Consultant monthly progress payments for actual costs, up to the Contract NTE amount, for Consultant's acceptable (and verifiable) progress on tasks and deliverables included in the invoice.

C. TRAVEL

Travel costs are allowable only if they are authorized under the Contract and if the travel is essential to the normal discharge of County's responsibilities and is related to official County business. **All travel shall be conducted in the most efficient and cost-effective manner that results in the best value for the State.** Personal expenses shall not be authorized at any time. The following guidelines shall apply to the Contract:

- The travel, lodging, and per diem rates referenced in this Section C are the maximums that Consultant's estimate (or reimbursement, if applicable) may be based on. Travel rates other than those referenced in this Section C may be negotiated in the Contract, however, under no circumstance shall travel, lodging and per diem rates exceed the maximums set forth by the State Controller at https://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf .

- Mileage - For compensation based on Cost-Plus-Fixed-Fee or Time and Materials (or Fixed Price or Price Per Unit when travel reimbursement is approved and mileage is compensated separately), all mileage approved by County will be reimbursed according to the rates set forth by the State Controller at https://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf that are in effect on the date when the travel occurs.

- For compensation based on Cost-Plus-Fixed-Fee or Time and Materials, Consultant shall submit receipts for travel-related expenses billed to County, such as but not limited to, lodging, rental vehicles, and air fare. If lodging is shared by two or more travelers, the lodging receipt must indicate the names of any travelers on official State business who shared the room.

D. INVOICES

Consultant shall submit invoices in the format required by County (and with supporting documentation to substantiate charges on the invoice, including a detailed line-item breakdown of labor and direct non-labor costs by task/subtask) no more frequently than once per month. The address for invoice submittal is set forth in Exhibit F. In addition to all other applicable invoice requirements in this section D, each invoice must include the following information:

- The project name (per the STIP)
- Invoice number
- Invoice date
- Billing period
- The County's Contract number
- The County's project number
- The ODOT key number
- The County project manager's name
- Remit address
- Overhead and FCCM rates
- Consultant project manager's name
- Task numbers from contract
- Percent complete of each task/deliverable
- Total amount due for the billing period

Progress Reports: Each monthly invoice must include a progress report. The monthly progress report must cover the period invoiced and, at minimum, must:

- Describe the previous month's project activities and the planned activities for the next month;
- For each task/deliverable identify the percentage completed during the month and the cumulative percentage completed;
- Reconcile progress of each task/deliverable with the schedule identified for each.
- Identify issues/concerns that may affect the project Statement of Work, schedule or budget.

T&M Compensation:

- Consultant shall prepare invoices based on the actual hourly rates, up to the maximums for each respective classification approved in the Contract, of the employees (or subconsultants) that performed the Services.
- Consultant shall provide documentation in each invoice to itemize all reimbursable actual labor costs and direct non-labor expenses for which Consultant seeks reimbursement, including a breakdown by task of the number of labor hours for each employee, employee names and classifications. Include receipts for any items purchased or equipment rentals for the Project that exceed $100. Include copies of all invoices, similarly detailed, from authorized subconsultants.
- County will reimburse Consultant for approved travel expenses incurred in accordance with **Exhibit B**, Section C of the Contract, if County has agreed to reimburse Consultant for travel expenses. For travel expense claims include receipts for lodging; rental cars, airfare.

E. PAYMENT TERMS

Payment will be made to Consultant no later than 30 calendar days from receipt of invoice completed in conformance with all contractual requirements. County will endeavor to notify Consultant within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If revisions are necessary, payment will be made no later than 30 calendar days from receipt of the revised invoice. Any interest for overdue payment will be in conformance with Oregon law.

F. CORRECTIVE WORK

Consultant shall complete all Services, including Deliverables, as required in the Contract to County's satisfaction. If County, using reasonable discretion, determines that the Services or associated deliverables, or both, are unacceptable, County shall notify Consultant in writing of the deficiency. Within 7 calendar days (unless a different timeframe is agreed to by the Parties) of receipt of the deficiency notification Consultant shall respond to County outlining how the deficiency shall be corrected. Consultant shall correct any deficiencies in the Services and Deliverables to County's satisfaction without further compensation. County will not unreasonably withhold payment.

G. WITHHOLDING/RETAINAGE

County reserves the right to initiate, at any time during the Contract, withholding of payment equal to 5% of the amount of each invoice submitted to County under the Contract. County will make final payment of any balance due to Consultant promptly upon verification of completion and acceptance of all Services by County and will pay interest as required on retainage.

H. PAYMENT REDUCTION

County, or its duly authorized agents, may audit Consultant's fiscal records, including certified payroll and overhead records at any time. If County finds previously undisclosed inaccurate or improper costs have been invoiced and paid, County will notify Consultant and seek clarification. County, in its sole discretion, may reduce the payment for Services by withholding the inaccurate or improper amounts from any future payment to Consultant, withhold the inaccurate or improper amounts from final payment to Consultant, or may use any other means to seek recovery of already paid but improperly calculated amounts.

I. SPECIFIC LIMITATIONS and UNALLOWABLE CHARGES

Specific Limitations

For cost reimbursement compensation such as CPFF or T&M, Consultant shall invoice County only for actual productive time Consultant personnel spend on Services by any level of Consultant's staff (up to the established not-to-exceed amount). Consultant's general supervisors or personnel who are responsible for more than one County project shall charge only for actual productive time spent directly on the project identified in the Contract.

County will pay Consultant only up to the hourly rates set forth in the Contract that are commensurate with the type of Services performed regardless of the classification, title, or level of experience of the individual performing those Services. However, under no circumstances shall Consultant invoice County based on higher direct salary rates than the actual amount paid to its employees.

Discriminatory Pricing. Direct and indirect costs as applied to work performed under County contracts and subcontracts may not be discriminatory against the County. It is discriminatory against the County if employee (or owner/sole proprietor) compensation (in whatever form or name) is in excess of that being paid for similar non-County work under comparable circumstances.

Discriminatory Wage Rates. Pursuant to ORS 279C.520, Consultant shall comply with the prohibitions set forth in ORS 652.220. Failure to comply is a breach that entitles the County to terminate the Contract for cause.

Employee Discussions Regarding Compensation. Consultant shall not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person {see ORS 279C.520(1)}.

Unallowable Charges
County will not pay for direct or indirect costs that are unallowable under the provisions of 48 CFR Part 31.

Costs or direct charges for, but not limited to, the following are not reimbursable:

- Costs for negotiation of the Contract or Contract amendments, including but not limited to proposal preparation, BOC preparation, preparation for negotiations, and negotiation of level of effort/budget.
- Costs related to disputes or E&O Claims, including but not limited to discussions, meetings and preparation of any dispute or claim related documentation.
- Mark-up on subcontractors or direct non-labor costs.
- Transfer of knowledge and information related to Key Person replacements.
- Correcting or making adjustments to incorrect or improper invoices.
- Direct compensation for items included in firm's indirect costs (unless properly credited back to indirect cost).
- Premium costs incurred as a result of working overtime or holidays. (Premium time should normally be charged to overhead. In accordance with ORS 279C.520, employees shall be paid at not less than time and one-half for all overtime worked and for work on legal holidays, except for individuals who are excluded from receiving overtime under personal services contracts pursuant to ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209.)

J. INDIRECT COSTS; SALARY and BILLING RATE SCHEDULES

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

2. Overhead Schedule - If Consultant or subconsultants calculate overhead as part of their normal business practice, the overhead schedules shall be prepared and submitted in accordance with ODOT's Billing Rate Policy (as may be revised from time to time by ODOT) available at: https://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/brPolicy.pdf. Consultant Certification of compliance with Federal Cost Principles is required per FHWA directive 4470.1a: https://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm. A signed Certification of Final Indirect Costs form must be submitted with the overhead schedule.

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

3. Salary and Billing Rate Schedules
Consultant shall, and shall cause all of its subconsultants to submit electronically to County the applicable rate schedules described below.

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

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

Direct Non-Labor Rate Schedule - is an optional schedule used to list actual costs of reimbursable items that are not included in the firm's overhead rate (or that are properly applied as a credit in overhead calculation).

Approved Rate Schedules - The rate schedules approved for the Contract and the BOC are incorporated into this Contract by this reference. Prior to approval of additional subconsultants, Consultant shall provide to County any requested documentation of qualifications and experience of the prospective subconsultant and its staff.

K. RATE REVISIONS

The hourly rates (including escalations, if any) approved for use under this Contract shall remain in effect throughout the duration of the Contract unless revisions are approved by County. Any approved revisions to the hourly rates allowable under the Contract shall not cause an increase in the Contract NTE amount (exceptions may be approved by County on a case by case basis).

L. BREAKDOWN OF COSTS (BOC)

Prior to execution of the Contract or any amendments that add Services, Consultant shall prepare and submit a BOC based on the approved overhead and actual direct salary rates (and approved NBRs as applicable) for each classification to be used under the Contract. Consultant shall include names of proposed staffing in the BOC.

The BOC must include a detailed breakdown of the costs for each element of the work regardless of compensation method. The BOC must identify:

a) the proposed staff assignments (classifications and names) and hours per task and sub-task;
b) an itemization with documentation (estimates from vendors shall be provided upon request) to support rental equipment, flaggers, travel and other direct non-labor expenses; and
c) the estimate for Services as provided by each subconsultant that shows the assigned staff and hours per task and sub-task and itemized direct non-labor costs. County may ask for qualifications of any staff assigned to work on a project if they were not included in Statement of Proposal originally submitted for solicitation.
d) the certification status of any disadvantaged business enterprise, minority-owned business, woman-owned business, service-disabled veteran-owned business or emerging small business subcontractors included in the BOC.
e) **Contingency Tasks.** Amounts for any contingency tasks must be shown as a separate line-item for each task. The amount for a contingency task must include all labor, overhead, profit, and expenses for the task. Expenses for contingency tasks must not be included in an overall amount for direct non-labor expenses applied to the budget for the non-contingency tasks. Enter the agreed to unit and extended amounts for contingency tasks in the Contingency Task Summary table.

The final BOC (dated May 5, 2020) agreed to by the Parties is incorporated by this reference and attached hereto.

EXHIBIT C
INSURANCE PROVISIONS

A. REQUIRED INSURANCE. Consultant or shall obtain at Consultant's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Consultant shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. WORKERS COMPENSATION. All employers, including Consultant, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Consultant shall require and ensure that each of its subconsultants complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Consultant shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

☒ $*1,000,000* Per occurrence limit for any single claimant; and
☒ $*2,000,000* Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

iii. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Consultant shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

Bodily Injury/Death:

☒ $*1,000,000* Per occurrence limit for any single claimant; and
☒ $*2,000,000* Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager
☐ $500,000 Per occurrence limit for any single claimant
☐ $1,000,000 Per occurrence limit for multiple claimant

iv. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Consultant shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

Bodily Injury/Death:

☐ Oregon Financial Responsibility Law, ORS 806.060 (*$25,000 property damage/$50,000 bodily injury $5,000 personal injury).*
☒ $500,000 Per occurrence limit for any single claimant; and
☒ $1,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Consultant's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Consultant or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Consultant shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (RESERVED)

EXHIBIT E – ERRORS & OMISSIONS (E&O) CLAIMS PROCESS

E&O CLAIMS PROCESS

The goals of the E&O claims process are to:

- Identify E&O issues and associated costs early
- Require timely notification to the Consultant of problem issues
- Establish a requirement to work together to correct, mitigate, or minimize the effects on the construction project's quality, schedule and budget and
- To identify associated costs when the standard of care has not been met and provide resolution of responsibility for "Premium" Costs incurred.

The process is focused on resolving issues at the lowest possible administrative levels in a spirit of collaboration. If the County Contract Administrator (CA) cannot reach resolution with the Consultant regarding E&O issues, however, the CA may request a standard of care determination from the Chief Engineer.

Procedure for resolution of disagreements

GENERAL

When either Party discovers or determines actions, omissions, or deliverables by the other Party to be incorrect or outside the terms of the contract, the following steps shall be followed:

- Provide oral and written notice of the issue (email, fax, or hard copy) to the other Party,
- Consultant shall provide CA requested records and documents pertaining to the issue and will participate in a technical review committee to determine if standard of care was met, at the request of the Chief Engineer.
- Work together to correct, mitigate or minimize the effects of the issue
- When the standard of care has not been met, work together to determine responsibility for any Premium Costs incurred as a result of the issue

INITIAL VERBAL NOTICE AND WRITTEN LETTER OF CONCERN

When either Party discovers or determines actions, omissions, or work products by either Party to be incorrect or outside the terms of the Contract, the discovering Party shall give timely oral notice and a written Letter of Concern to the other Party.

If the Consultant disagrees with any written or oral order of the County that in the opinion of the Consultant would entitle the Consultant to additional compensation, the Consultant shall provide oral notice and written Letter of Concern to the CA within seven (7) days of receiving the order from the County. The Letter of Concern must include an explanation of why the Consultant believes the requirements of the oral or written order are outside of the agreed scope of services. The CA shall acknowledge in writing receipt of the Consultant Letter of Concern.

If the County believes the Consultant has not performed with the required Standard of Care, the County shall provide the Consultant oral notice and written Letter of Concern. The Consultant shall acknowledge in writing receipt of the County's Letter of Concern and provide to the County all project related requested information.

INFORMATION EXCHANGE AND RESOLUTION MEETING

The Consultant and CA shall meet within seven (7) calendar days of sending or receiving a Letter of Concern, or on a mutually agreed, to discuss the issue of concern and provide to the CA all requested information pertaining to the issue.

The primary purpose of this meeting is to determine how, at the County's sole discretion, to correct, mitigate, or minimize the effects of the issue, including impacts of the issue on the construction project's work quality,

schedule, and costs.

Following the County's determination of the appropriate corrective action, the Consultant and the CA shall work together to resolve responsibility and corresponding Premium Costs related to the issue.

If the CA is unable to reach satisfactory resolution of responsibility and corresponding Premium Costs with the Consultant, the CA will request the Chief Engineer to initiate an internal review.

CLAIMS PROCEDURE

The County, upon request of the CA and at the discretion and direction of the Chief Engineer, will undertake an internal review for the purpose of determining if the standard of care was met. The Consultant will cooperate with the internal review as requested.

If the Chief Engineer determines that standard of care has been met, then all parties are to continue to work together to correct, minimize or mitigate effects of the issue and it is the County's responsibility to cover Premium Costs.

If the Chief Engineer determines that standard of care has not been met, then Cost Evaluation and Recovery will be pursued.

The County may, at any time during the course of this Contract, and up to the time allowable by law following the final payment for any work on the contract, present the Consultant with a Claim for actual damages incurred due to any disagreement concerning standard of care issues and all subsequent damages suffered by the County arising from such issues.

COST EVALUATION AND RECOVERY

The Premium Costs incurred by the County and/or construction project resulting from the Consultant's failure to meet the standard of care will be evaluated and quantified. Any extenuating or mitigating factors in relation to cost recovery, such as limitations on fee and scope of services, time constraints for performance of services, unforeseen or changed conditions, third party requirements, responsibility and comparative fault of other parties, or other circumstances or constraints affecting the Consultant's performance will be considered.

Utilizing cost information generated by the County's internal investigation, the CA will meet with the Consultant in an attempt to reach agreement for resolution of responsibility and corresponding Premium Costs. If resolution is not reached, then the Chief Engineer or designee will meet with the Consultant and pursue one of all of the following actions:

- Negotiate a resolution with the Consultant
- Agree with the Consultant to share equally the cost to jointly present the issue to a creditable, neutral third party panel to obtain a non-binding recommendation
- Pursue other Alternate Dispute Resolution methods as agreed to with the Consultant, or
- Escalate the issue to litigation.

ALTERNATE METHODS OF RECOVERY

When the parties reach agreement on cost recovery for a failure to meet the standard of care determination, the Consultant may make restitution to the County in the following methods as agreed to by both Parties:

- Making direct payments to the County
- Correcting the deficient services
- Re-performing the deficient services
- Forfeiting payments for other services on other County Contracts
- Providing in-kind services at no cost to County
- Utilizing other methods acceptable to both parties

Documentation

The CA or designee shall document the contract file with all correspondence, notices, meeting notes and Letters of Concern related to E&O issues, claims, or potential claims. The file must include a written statement summarizing the findings of the claims process and the outcome, including:

- The determination of whether or not the Consultant met Contract requirements and met the standard of care;
- The determination of responsibility and whether there were mitigating circumstances beyond the reasonable control of the Consultant;
- The determination of whether or not the work requested by the County was within the scope of services of the Contract;
- If the Consultant was not required to correct deficiencies at no cost to the County, provide the reasons for that decision.
- A record of negotiation for any negotiated settlement subject to the rules regarding confidentiality of mediations in OAR 731 division 001.

DEFINITIONS

County – Marion County, Oregon

CA – County's Contract Administrator overseeing the consultant contract and deliverables.

County TI – County Technical Investigator. A County manager familiar with the technical discipline at issue who independently reviews records and interviews personnel pertinent to the claim to determine if the standard of care was met.

Consultant – Private Sector entity, which has entered into a Contract with the Agency to provide Architectural or Engineering services and which employs, or engages the services of, the Professional of Record.

Contract - The project specific Contract between Agency and Consultant.

Error – Plan or specification details or contract administration actions which are incorrect, conflicting, insufficient or ambiguous

E&O – Errors and Omissions

Omission – The plans or specifications or contract administration actions are silent on an issue that should otherwise be addressed in the documents

Parties – Refers to County and Consultant collectively

Party – Refers to County and Consultant separately

Premium Costs – The additional costs incurred by the County and/or a construction project which result from the Consultant's failure to meet the Standard of Care. Premium Costs are dollar amounts paid for non-value added work. Premium costs are not reimbursed by the federal government on federal aid projects. Delays, inefficiencies, rework, or extra work as shown below, caused by the Consultant's failure to meet the standard of care, will be considered as non-value added work. Non- value added work can occur in three distinct situations:

- Work delays or inefficiencies.
  The Premium Costs are the total delay/inefficiency damages paid to the construction contractor.

- Rework
  The Premium Costs are the dollar amount of the original items of work that have to be removed and the costs to remove these items.

- Extra Work
  The Premium Costs are computed as the net difference between the final agreed prices paid to the construction contractor and what the cost would have been had the extra work been included in the original bid at letting.

Standard of Care – For the standard of care that applies to your project, refer to the standard of care language included in the Contract for the project.

TRC – Technical Review Committee. A committee convened by the County Chief Engineer, chaired by the Agency TI and staffed by at least 3 technical experts chosen by the Agency TI from a list of Agency, ACEC and other technical experts. The committee is charged with reviewing records and interviewing personnel pertinent to the claim to determine if standard of care was met.

EXHIBIT F – CONTACT INFORMATION and KEY PERSONS

1. Party Contact Information.

a.1 * County's Project Manager (CPM)

Name:	Mark Foster
Ph:	503-373-4307
E-mail:	mafoster@co.marion.or.us

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

Name:	Tim Beaver, Contracts Specialist
Ph:	503-365-3100
E-mail:	tbeaver@co.marion.or.us

a.3 County's address for invoicing:

Mailing Address:	Marion County Public Works 5155 Silverton Road NE Salem, OR 97305 Attn: Mark Foster
E-mail:	mafoster@co.marion.or.us

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

Name:	Guy Hakanson, P.E.
Ph:	541-762-2097
E-mail:	ghakanson@dowl.com

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

Name:	Lori Lovewell
Address:	DOWL, LLC 920 Country Club Road, Suite 100B Eugene, OR 97401
Ph:	541-762-2103
E-mail:	llovewell@dowl.com

* County may change the Contract Administrator or Project Manager designation by promptly sending written notice (e-mail acceptable) to Consultant.
**Any changes to Consultant's Project Manager must be approved in writing (e-mail acceptable) by County.

2. Key Persons

Consultant acknowledges and agrees that County selected Consultant, and is entering into the Contract because of the special qualifications of Consultant's key personnel ("Key Persons" or "Key Personnel"), which may include specific staff agreed to during Contract negotiations. In particular, County, through the Contract is engaging the expertise, experience, judgment and personal attention of the Key Persons identified in the Contract.

Each Key Person shall not delegate performance of any management powers or other responsibilities he or she is required to provide under the Contract to another of Consultant's or subconsultant's personnel without first obtaining the written consent of County. Further, Consultant shall not re-assign or transfer any Key Person to other duties or positions such that the Key Person is no longer available to provide County with his or her expertise, experience, judgment, and personal attention according to any schedule established under the Contract without first obtaining County's prior written consent to such re-assignment or transfer. Notification of request to change a Key Person shall be in writing (via e-mail or other form as may be required by County.) Throughout the term of the Contract, Consultant shall provide updated information (if requested by County) to demonstrate the continuing qualifications of any staff working on County projects, including those approved as Key Persons.

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

Name	Role
Chris Bahner, P.E.	Hydraulics Engineering
Peter Pagter, P.E., S.E.	Structural Engineering
Austin Bloom	Environmental Studies and Permitting
Andy Silbernagel, P.L.S.	Land Survey
Bill Nickels, P.E., G.E.	Geotechnical Engineering

3. Reassignment or Transfer of Key Person

In the event Consultant requests that County approve a reassignment or transfer of a Key Person:

- Consultant shall provide a resume for the proposed substitute demonstrating that the proposed replacement has qualifications that are equal to or better than the qualifications of the person being replaced.
- County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.
- Any substitute or replacement for a Key Person must be approved in writing (e-mail acceptable) and shall be deemed to be a Key Person under the Contract.

Consultant agrees that the time/costs associated with the transfer of knowledge and information for a Key Person replacement is not a cost borne by County and shall not be billed to County. This includes labor hours spent reviewing project documentation, participation in meetings with personnel associated with the Contract/project, and participating in site visits to become familiar with the project.