

Contract Review Sheet

PW-5345-23

A&E Standard Prof Svcs Agmnt #: PW-5345-23 Amendment #: _____

Contact: Alicia Henry Department: Public Works Department

Phone #: 503-373-4320 Date Sent: Wednesday, May 3, 2023

Title: Central Street (Gates) ARPA Improvements

Contractor's Name: Harper Houf Peterson Righellis Inc.

Term - Date From: May 19, 2023 Expires: June 30, 2025

Original Contract Amount: \$436,121.42 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$436,121.42 Amd% 0%

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

Source Selection Method: 20-0260 Request for Proposal RFP# 1288

Description of Services or Grant Award

Professional engineering and land surveying services for the design and construction of curbs, sidewalks, storm drainage, street lighting and an enhanced pedestrian crossing to the public parking facilities on the north side of Central Street.

OREGON BUYS #:S-C25102-00005540

Desired BOC Session Date: 5/31/2023 BOC Planning Date: 5/18/2023

Files submitted in CMS: 5/10/2023 Printed packet & copies due in Finance: 5/16/2023

BOC Session Presenter(s) Ryan Crowther, Mark Foster

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag
5/11/2023
C6B2F3DF267F444...
Finance - Contracts Date

DocuSigned by:
Jane E Vetto
5/12/2023
D0CF65B04B9F403...
Legal Counsel Date

DocuSigned by:
Alicia Henry
5/13/2023
BA7EBDCC4E7B47D...
Contract Specialist Date

DocuSigned by:
Jan Fritz
5/12/2023
0C48351248DE4EC...
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, May 31, 2023, at 9:00 am

Department: Public Works

Agenda Planning Date: 5/11/2023

Time required: 10

☒ Audio/Visual aids Powerpoint

Contact: Ryan Crowther

Phone: 503-365-3112

Department Head Signature:

DocuSigned by:

Brian Nicholas

9793BA7ACD6D443

TITLE

Central Street (Gates) ARPA Improvements - Professional Services Contract PW-5345-23 with Harper Houf Peterson Righellis, Inc.

Issue, Description & Background

In July 2021, Marion County launched a community visioning and strategic planning project to assist the communities of Gates and Detroit in accelerating economic recovery from the 2020 Beachie Creek Wildfire. The Gates downtown was devastated by the Beachie Creek Wildfire. Major commercial structures and most of the businesses were lost. With an estimated 5,600 vehicles traveling on State Highway 22 daily and with frontage access to the highway, a revitalized downtown area has the potential to draw in customers from the 270,000 tourists who recreate annually in the Santiam Canyon. There are only a handful of retail establishments that survived the 2020 wildfire in the downtown area. The 2021 visioning plan recommends that the downtown area be zoned as a commercial corridor allowing a wide variety of commercial uses to capitalize and monetize the tourist traffic on State Highway 22 as well as cater to the needs of the city's residents.

This Project will design and construct curbs, sidewalks, storm drainage and street lighting on the south side of Central Street between Santiam Street and Oak Street as well as an enhanced pedestrian crossing to the public parking facilities on the north side of Central Street. This Project is the next step toward meeting the community's revitalization goals.

Financial Impacts:

IGA No. BO-4827-22 between Marion County and the Oregon Department of Administrative Services (executed in June 2022) which granted \$600,000 in federal funds for this project. The funding comes to the County through the American Rescue Plan Act Coronavirus State Fiscal Recovery Fund. Since the grant does not require any matching funds, there are no financial impacts to the County. The estimated costs the Professional Services Contract is \$245,857.

Impacts to Department & External Agencies

This contract does not directly impact any other Marion County departments and will benefit the residents of Gates and the public at large by improving the Gates downtown area to assist with the community's revitalization.

Options for Consideration:

1. Approve and sign Engineering and Related Services Contract #PW-5345-23 between Marion County and Harper Houf Peterson Righellis, Inc.
2. Take no action at this time.

Recommendation:

The Public Works Department recommends that the Board choose option 1, which will allow engineering design for the Central Street improvement project to commence in June of this year.

List of attachments:

1. Professional Services Contract #PW-5345-23
2. Contract Review Sheet



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Presenter:

3. Subrecipient vs. Contractor/Vendor Analysis
4. Approved Solicitation Award Transmittal
Ryan Crowther

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

Copies to:

Alicia Henry - ahenry@co.marion.or.us

**MARION COUNTY
ENGINEERING AND RELATED SERVICES CONTRACT
Contract Number: PW-5345-23**

Project Title: Central Street (Gates) ARPA Improvements	County Project Number: 105978
Project Location: Gates, OR	Associated RFP Number: PW1288-23
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) \$190,264.42 for contingency tasks, each of which must be separately authorized by County.	\$ 436,121.42

This Contract is between Marion County, hereafter called “County” and Harper Houf Peterson Righellis, Inc, an Oregon corporation, 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.

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.

If specified below, County’s payments to Consultant under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Consultant certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by a County or department of the federal government. If applicable, Consultant shall comply with Exhibit G: Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Consultant has been designated:

- ☐ Subrecipient
- ☒ Contractor/Vendor
- ☐ Not applicable – (there are no federal funds tied to the contract)

Assistance Listing Number (ALN) #(s): of federal funds to be paid through this Contract: 21.027.

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, 2025.

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
- Exhibit G – Required Federal Terms and Conditions

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 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 selfemployed- individual.
- c. 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. There are no third-party beneficiaries of the Contract.

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

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

a. Professional Standard of Care.

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

b. Responsibility of Consultant.

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

c. Reserved.

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 County, and its officers, agents, and employees, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from or arising out of the acts or omissions of Consultant or its sub-consultants, subcontractors, agents, or employees under this contract.
- b. **Claims for Professional Liability.** Consultant shall indemnify, defend, save, and hold harmless County, and its officers, agents, and employees, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature arising out of the professionally negligent acts, errors or omissions of Consultant or its sub-consultants, subcontractors, agents, or employees in the performance of professional services under this 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 and its officers, agents, and employees from any and all claims, suits, actions, losses, damages, liabilities, 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, 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 may any time and at its 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 or its officers, agents, and employees, for the acts or omissions of the County or its officers, 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](http://uscode.house.gov/) <http://uscode.house.gov/>) 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)** **(a)** No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying."](#) in accordance with its instructions.
(c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.
- (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.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair		Date
Commissioner		Date
Commissioner		Date
Authorized Signature:	<div>DocuSigned by: <i>Brian Melcholas</i> 9793BA7ACD6D443...</div>	5/11/2023
	Department Director or designee	Date
Authorized Signature:	<div>DocuSigned by: <i>Jan Fritz</i> DC16351248DE4EC...</div>	5/12/2023
	Chief Administrative Officer	Date
Reviewed by Signature:	<div>DocuSigned by: <i>Jane E Vetto</i> D0CFC5B04B9F483...</div>	5/12/2023
	Marion County Legal Counsel	Date
Reviewed by Signature:	<div>DocuSigned by: <i>Camber Schlag</i> C6B2F3DF267F444...</div>	5/11/2023
	Marion County Contracts & Procurement	Date

CONSULTANT SIGNATURE(s)

Signature:		Date:
Name:		Title:
Signature:		Date:
Name:		Title:

EXHIBIT A – STATEMENT OF WORK

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

In July 2021, Marion County launched a community visioning and strategic planning project to assist the communities of Gates and Detroit in accelerating economic recovery from the 2020 Beachie Creek Wildfire. The Gates downtown was devastated by the Beachie Creek Wildfire. Major commercial structures and most of the businesses were lost. With an estimated 5,600 vehicles traveling on State Highway 22 daily and with frontage access to the highway, a revitalized downtown area has the potential to draw in customers from the 270,000 tourists who recreate annually in the Santiam Canyon. There are only a handful of retail establishments that survived the 2020 wildfire in the downtown area. The 2021 visioning plan recommends that the downtown area be zoned as a commercial corridor allowing a wide variety of commercial uses to capitalize and monetize the tourist traffic on State Highway 22 as well as cater to the needs of the city's residents.

This Project will design and construct curbs, sidewalks, storm drainage and street lighting on the south side of Central Street between Santiam Street and Oak Street as well as an enhanced pedestrian crossing to the public parking facilities on the north side of Central Street. This Project is the next step toward meeting the community's revitalization goals.

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 the work required for 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	NEC	National Electrical Code
ADA	Americans with Disabilities Act	NTE	Not to Exceed
ARPA	American Rescue Plan Act	NTP	Notice to Proceed
CFR	Code of Federal Regulations	ODOT	Oregon Department of Transportation
County	Marion County	ORS	Oregon Revised Statutes
CPM	Marion County's Project Manager	PM	Consultant's Project Manager
DTM	Digital Terrain Model	QA	Quality Assurance
EEO	Equal Employment Opportunity	QC	Quality Control
GPS	Global Positioning System	ROE	Right of Entry
IGA	Intergovernmental Agreement	ROS	Record of Survey

LPA	Local Public County		ROW	Right of Way
MUTCD	Manual on Uniform Traffic Control Devices		SOW	Statement of Work

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards

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

- AASHTO Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- Manual on Uniform Traffic Control Devices (MUTCD)
- ODOT Geotechnical Design Manual
- ODOT Hydraulics Manual
- Marion County Survey Standards
- ODOT Global Navigation Satellite System (“GNSS”) Guidelines
- Marion County Department of Public Works Engineering Standards

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’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 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:

- 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.
- 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 scope of work (SOW) for delivery of Tasks and Deliverables according to the agreed upon delivery schedule. The budget is based on estimated project duration of 14 months.

1.1 Administration & Record Keeping

Consultant shall:

- Prepare a Project design schedule using the Critical Path Method, prepared with MS Project software or approved equal. The Project schedule must include, but is not limited to: all major authorized tasks as agreed upon by the Parties, Project design team meetings, and milestones (type and date) specified in this SOW and required to complete all Services under this Contract. Consultant shall update the Project schedule during the Project if milestone or deliverable due dates are modified. For budgeting purposes, it is assumed that up to 2 Project schedule updates will be necessary;
- Prepare invoices and progress reports according to the requirements set forth in the Compensation Exhibit of the Contract. Each progress report must:
 - Include a summary of previous period's activities and the planned activities for the upcoming period;
 - Identify percentage completed of each Task/Deliverable;
 - Reconcile the budget with the actual amount billed to date;
 - Identify unresolved issues and concerns that may affect the SOW, schedule and/or budget for Services.

For budgeting purposes, it is assumed that up to 14 progress reports will be necessary

- Develop and maintain a Project file to include survey and engineering computations, assumptions, meeting agendas and minutes, working drawings, quality control and review documentation, correspondence, and memoranda. (See Contract Terms & Conditions, Records Maintenance; Access)

1.1 Consultant Deliverables and Schedule:

Consultant shall provide:

- Project Draft Design Schedule submitted within 7 calendar days of NTP. Submit an electronic file (MS Project and .pdf) format to the CPM.
- Updated Project Design Schedule, as necessary, via timeline agreed to by CPM, an electronic file (MS Project and .pdf) format to the CPM.
- Progress reports and invoices submitted electronically to CPM no later than the 20th calendar day of the month following the reporting period.

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 County staff, if necessary throughout the Contract, to gather any additional information needed for the Project, Project site, regulations and guidance;
- Provide overall management, direction and coordination of staff (including sub-consultants, if any) to include any necessary internal Consultant staff meetings;

1.2 Consultant Deliverables and Schedule:

Consultant shall provide:

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

1.3 Project Meetings**1.3.1 Project Kickoff Meeting**

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

1.3.2 Project Development Team Meetings

Consultant shall organize, conduct, prepare for and attend up to 9 Project Development Team ("PDT") Meetings; 9 via telephone, in-person, or virtually. Each in-person PDT meeting will be held at Marion County Public Works or virtually with County, Consultant's PM, and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the County. Consultant shall prepare draft and final meeting minutes to be distributed to County and all other meeting participants. For budgeting purposes, it is assumed that up to 3 Consultant staff shall attend each in-person 1-hour PDT meeting.

1.3 Consultant Deliverables and Schedule:

For each meeting, Consultant shall provide:

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

TASK 2 - SURVEY

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.

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

2.1 Research

Consultant shall obtain the research data for the area as described in Section A of this SOW.

Consultant shall perform data research as necessary to prepare for and support Project activities, and to produce Project maps and reports as called for in subsequent tasks. The typical records required for research are, but not limited to; vesting deeds (trio listing kit), land sales contracts, County assessor plats and road records, subdivision plats, General Land Office plats, County or ODOT R/W drawings, as applicable, railroad maps, county surveys, related easements, road dedications and vacations.

This survey task includes complex right-of-way resolution. Currently there is conflicting information in the county survey records and no comprehensive survey available. The consultant will have to sort out the right-of-way resolutions in both directions on Central Street from Horeb Street for the area as described in Section A of this SOW.

2.1 Consultant Deliverables and Schedule:

Consultant shall incorporate information from this task into the deliverables listed in Tasks 2.2, 2.4, 2.5 and 2.6 as required for delivery of documents in subsequent tasks.

2.2 Horizontal and Vertical Control Network

The purpose of this task is to provide the means by which the Project can be located relative to horizontal and vertical datum, map projection, and coordinate systems. Consultant shall establish a horizontal and vertical control network using the datum associated with the Project area or as approved by the County.

Existing Horizontal/Vertical Control Stations

For the purposes of this survey, the horizontal datum will be local datum plane ground coordinates based upon the Oregon Coordinate Reference System (OCRS) – Salem Zone NAD83(2011) (Epoch 2010.000) as established by network GPS observations. The vertical datum will be NAVD88 as established by static gps sessions and NGS/NOAA Online Positioning User System (OPUS).

Consultant shall establish horizontal control according to County standards using Terrestrial (Total Station), GNSS (Static or Rapid Static) or a combination of both. Consultant shall set and adjust control points in conformance with County guidelines.

Consultant shall use monuments that comply with ORS 92.060 and ORS 209.250, or 5/8” Rebar with plastic or brass caps, or other County approved control points, for the GNSS and network points. Consultant shall establish a minimum of 3 GNSS control points through the length of the survey. A minimum of at least 3 inter-visible control points is required through the Project area.

Consultant shall establish vertical control using differential leveling. Consultant shall get County approval before using other methods such as trigonometric leveling and elevations derived from GNSS and identify with County the accuracies of determined methods prior to proceeding.

2.2 Consultant Deliverables and Schedule:

Consultant shall:

- Place control points in the ground at the Project location.

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

2.3 Monument Recovery

The purpose of this task is to address the requirements of ORS 209.140, ORS 209.150 and 209.155, and other survey related statutes for construction Projects.

Consultant shall survey for, but not limited to: Government corners, geodetic control stations, benchmarks, R/W monuments, property boundary markers, and roadway alignment markers.

Identify, Search and Recover Monuments

Consultant shall recover existing monuments to preserve the locations of any monuments of record that are endangered by any activity related to the Project and to resolve the roadway lines. Consultant shall provide a record (field notes) of monuments searched for, the date of the search and the results of the search.

Field Survey of Recovered Monuments

Consultant shall locate, measure and document the location of survey markers and monuments of record for property boundaries and/or R/W needed within the areas.

2.3 Consultant Deliverables and Schedule:

Consultant shall incorporate the information gathered in this task including field notes into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.

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.

Existing Utility Records

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

Topographic Data Collection

Consultant shall collect topographic data between the boundaries described in Section A of this SOW. Consultant shall 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: collecting the data using terrestrial (Total Station), GNSS (RTK), 3D Laser Scanning (Mobile or Static), or station and offset.

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

Consultant shall record in the field notes the utility ownership, if available, when describing the line data points. Consultant shall record all visible utility identifications in the field notes, such as numbers shown on power and/or telephone poles, vault tags, telephone pedestals (aka risers), cabinets, meters, fences or screened enclosures for gas

regulators, and sanitary sewer pump stations. This data is needed for the County or Consultant to communicate where the facilities may be in conflict with the Project.

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

Consultant shall tie environmental and archaeological features that have been identified within the Project area. These features may include, but are not limited to, wetlands, hazmat sites, and archaeology sites.

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 provided criteria.

Digital Terrain Model (“DTM”)

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

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

2.4 Consultant Deliverables and Schedule:

Consultant shall provide the following deliverables electronically (.PDF) to the CPM within 60 days of NTP:

- 1 copy of field notes
- Copy of the AutoCAD Files (*.dwg) Detailed Base Map with Civil 3D DTM
- All files for the network control points in (ASCII) format
- Files of trio listing kits
- Files of survey research
- Files of tax maps

2.5 R/W - Boundary Resolution

The purpose of this task is to identify the location of the existing Centerline(s) and R/W lines as necessary, to perpetuate the location of the monuments found, and to document the control used for this Project area. This task addresses the requirements of ORS 209.150 and 209.155 and other survey related statutes.

Existing Vesting Deeds and Property Ownerships

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

Existing R/W Records

Consultant shall research and obtain copies of surveys, subdivision plats, and land partition plats filed in the county surveyor’s office related to the properties potentially impacted by the Project. This information is used to find monuments that might be impacted from the Project.

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

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

Resolve R/W Boundaries

Consultant shall resolve the location of the R/W within the present limits as described in this SOW.

Consultant shall resolve identified R/W centerlines alignments and R/W lines along the proposed route of construction, using accepted concepts and rationale methods of survey professional judgment. Consultant shall evaluate the available evidence for relevance, adequacy, and reliability; use professional judgment in determining the type and quantity of evidence available, and the influence given each factor; and determine a best-fit with the evidence and probable location of R/W alignments for the area as described.

2.5. Consultant Deliverables and Schedule:

Consultant shall provide the following deliverables electronically (.PDF) to the CPM within 90 days of NTP:

- Itemized property ownership and owner contact information to County. Consultant shall submit each deed in its own electronic file.

A detailed narrative of available evidence, desirable evidence not available, rationale for decisions made, and a summary of the conclusions in the establishment of the R/W centerline and R/W lines (including all jogs).

2.6 Record of Survey / Control, Recovery, Retracement

Control, Recovery, Retracement Record of Survey

The destruction of found monuments necessitates a record of survey (ORS 209.150,155).

If the Project will impact property or existing survey monuments, Consultant shall create a Record of Survey (“ROS”) which meets County and ORS requirements. The survey(s) must be prepared for 18-inch by 24-inch sheet plots.

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

2.6 Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft ROS to County within 90 days of NTP.
- Final ROS to the County for filing within 2 weeks of receipt of comments from the County.
- Copy of Final ROS upon acceptance by County for filing.

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

TASK 3 - ENVIRONMENTAL SERVICES

Consultant shall complete necessary field and literature investigations to provide County environmental documentation required for completion of this Project. Consultant shall complete the following environmental investigations, documentation, and permits for 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.

3.1 ARPA Environmental checklist

Consultant shall complete the ARPA Environmental checklist “Treasury’s Coronavirus Capital Projects Fund Environmental Checklist”. This is a reference document that lists environmental laws that may apply to the project. The questions will aid in identifying the environmental laws that may apply; however, the Consultant must perform the proper due diligence to ensure their project complies with all applicable laws. Additionally, Consultant must retain records, permits, and documentation necessary to evidence compliance with all environmental requirements.

Consultant shall advise County if any responses to the ARPA Environmental checklist are thought to be yes.

Environmental Resources Desktop Review

To confirm that no regulated resources are present and that no responses to the ARPA Environmental checklist are yes, Consultant shall perform an environmental resources desktop review and site visit.

Consultant shall:

- Conduct a desktop review of available mapping and databases pertaining to sensitive environmental resources.
- Conduct a field visit to confirm absence of wetland and other sensitive environmental resources.
- Prepare brief Due Diligence Memorandum to document findings for client records.

Cultural and Historic Resources Desktop Review

This work is intended to provide information regarding known or likely cultural resources in the project area and vicinity. The resulting report can be used to inform project planning but will not satisfy County (e.g., SHPO) review requirements.

Consultant shall conduct a records search with the Oregon State Historic Preservation Office's (SHPO) Oregon Archaeological Records Remote Access (OARRA) to identify previous reports, previously recorded archaeological resources, and other records associated with the project location and vicinity.

Consultant shall examine historic maps and records to identify possible past uses of and impacts to this location. Historic maps that will be examined include but are not limited to General Land Office maps, historic topographic maps, and Sanborn Fire Insurance maps. Consultant shall review historic aerial photographs and other records archives (i.e., historical societies; tribal archives) as appropriate.

Consultant shall conduct a records search with the Oregon Historic Sites Database and local inventories to identify historic sites associated with the project location.

The results of the desktop review will be presented in a technical memorandum. The technical memorandum will provide recommendations for further investigation if needed.

3.1 Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft ARPA Environmental checklist to CPM within 30 days of NTP.
- One (1) electronic copy (in WORD format) of each desktop review draft memorandum for review per the project schedule.
- One (1) electronic copy (in PDF format) of each desktop review final memorandum one (1) week following receipt of draft review comments.

3.1.1 Phase I Cultural Resources Survey (CONTINGENCY TASK)

County 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.

Consultant shall conduct a pedestrian field survey within the APE and must include areas where ground will be disturbed by Project construction including temporary access roads and staging areas. Survey transects will be no more than 20 meters apart; and may be as close as 10 meters apart depending on terrain features and/or ground visibility. Consultant shall determine transect spacing based on professional judgment. All cultural resources observable on the surface and in exposed subsurface profiles during the inventory will be identified and recorded.

Consultant shall apply for and obtain a SHPO archaeological permit to conduct subsurface exploratory shovel probing within public County-owned property in the APE. Note that shovel probes on private property do not require a SHPO permit. A maximum of 10 shovel probes will be excavated but the maximum may not be necessary. Shovel probes will be at least 30 cm in diameter and excavated to 50 cm below surface and at least two culturally sterile levels. Where feasible a sample of probes will be augured in areas where proposed development exceeds the depth of a shovel (e.g., storm drainage). All sediment will be screened through ¼ inch mesh. All artifacts found in shovel probes on public property will be collected as per the conditions of the SHPO permit.

Artifacts found on private property will not be collected but reburied in the probe from which they originated. All field methods will be consistent with the latest updated SHPO guidelines.

Artifacts collected from public property will be brought to the Consultant's laboratory for analysis. Consultant shall prepare the artifact collection for permanent curation at the University of Oregon Museum of Natural and Cultural History.

Consultant shall conduct a reconnaissance-level historic built environment survey to record potentially affected properties 45 years or older. This includes properties within or immediately adjacent to the APE.

Consultant shall provide the results of the archaeological survey and the reconnaissance-level historic built environment survey in a single technical report that meets state, federal and professional standards. The report will incorporate the results of the desktop review. The report will include a focused review of the literature on the environmental history, prehistory, Native peoples, and historical development of the project location necessary for contextual background. The report will include appropriate archaeological resource documentation (i.e., site and/or isolate forms). The report will include a photo table of historic resources; the table will include location information, construction date, and architectural description.

Assumptions for budgeting purposes:

- All land is publicly owned by Marion County; therefore, 1 Oregon SHPO archaeological permit is required.
- The survey area will be fully accessible, safe, and devoid of houseless encampments, hazardous materials, and dense vegetation prior to the start of our survey.
- ODOT has no jurisdiction over the project and baseline reports are not needed.
- A reconnaissance-level historic built environment survey will be performed; a maximum of 2 historic resources would be identified. Section 106 documentation will not be done for this level of survey.
- A maximum of 1 archaeological resource would be identified; a maximum of 20 artifacts would be collected and processed for curation.
- Some portions of the project area are accessible for shovel probing (i.e., not paved); no more than 10 shovel probes will be excavated.
- Evaluative site testing or mitigation measures that may be required by the Oregon SHPO, if necessary, would be conducted under a separate agreement.
- The CTGR will request 30 days to review the draft survey report.
- There will be one round of review comments on the draft report.
- Cost includes travel time, per diem, and lodging.

3.1.1 Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- One (1) electronic copy (in WORD format) of the draft technical report and appropriate resource forms for review per the project schedule.
- One (1) electronic copy (in PDF format) of the final technical memorandum and appropriate resource forms one (1) week following receipt of draft review comments.

3.1.2 Archaeological Monitoring (CONTINGENCY TASK)

Prior to monitoring the consultant will create a monitoring and inadvertent discovery plan. Consultant shall conduct archaeological monitoring of construction-related ground disturbing work associated with project implementation. If needed, Consultant will apply for and obtain a SHPO archaeological permit for monitoring activities. Artifacts recovered during construction monitoring will be collected for analysis and curation under the terms of the permit.

Consultant shall provide the results of the monitoring in a brief technical memorandum and update resource forms as needed.

Assumptions for budgeting purposes:

- All land is publicly owned by Marion County; therefore, 1 Oregon SHPO archaeological permit is required.
- Our monitor(s) will be treated in a professional manner by the construction crew and will have the right to remove themselves from the area if they feel unsafe due to harassing or dangerous behavior from the construction crew or any members of the public.
- Our monitor(s) will not be inhibited in any way from doing their appropriate duties.
- ODOT has no jurisdiction over the project.
- A maximum of 1 archaeological resource would be identified; a maximum of 20 artifacts would be collected and processed for curation.
- Evaluative site testing or mitigation measures that may be required by the Oregon SHPO, if necessary, would be conducted under a separate agreement.
- There will be one round of review comments on the draft technical memorandum.
- Cost includes travel time, per diem, and lodging

3.1B Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- One (1) electronic copy (in WORD format) of the draft technical memorandum for review per the project schedule.
- One (1) electronic copy (in PDF format) of the final technical memorandum and appropriate resource forms one (1) week following receipt of draft review comments.

Task 3.2 Hazardous Materials

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

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

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

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

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

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

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

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

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

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

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

3.2 Consultant Deliverables and Schedule:

Consultant shall submit:

- Draft hazmat report to CPM within 8 weeks following Notice to Proceed (“NTP”).
- Final hazmat report to REC and CPM within 1 week following receipt of draft review comments.

TASK 4 - PUBLIC INVOLVEMENT SUPPORT

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

4.1 Public Involvement Meetings

Consultant shall attend up to 3 meetings, as listed below, to provide Project information and address specific questions and concerns related to the Project.

- community open house
- stakeholder meeting
- city/county council meeting

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

Consultant shall prepare:

- project schedule,
- project fact sheets,
- roll maps,
- project drawings

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

4.1 Consultant Deliverables and Schedule:

Consultant shall:

- Provide written meeting summaries within 5 working days of each meeting to CPM.
- Provide electronic copy of each project information item prepared under Task 4.1 and a minimum of 1 hard copy of materials presented at each meeting.

TASK 5 - UTILITIES

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

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

5.1 Utility Location and Coordination

Consultant shall perform utility coordination and liaison activities with utility owners/operators for the Project. Consultant shall comply with the current version of the utility coordination policy requirements as described in the Oregon Utility Relocation Manual. This work includes reviewing utilities that may be in conflict with the Project work and utility relocation coordination with the utility owners to resolve those potential conflicts. Additionally, Consultant shall obtain system mapping from utilities located within the Project limits. Consultant shall use this information to confirm the survey map as developed under Task 2, Surveying. Where potential conflicts exist, Consultant shall work with the utility owner to acquire their “pothole” information for verification of utility size and depth.

5.1 Consultant Deliverables and Schedule:

Consultant shall provide:

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

5.2 Utility Report (Reserved)

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:

- Up to 1 individual meeting with potentially affected utilities.
- 1 on-site group utility meeting, to coordinate relocation plan, construction constraints, means and methods, work sequence and schedule limitations.

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

For budgeting purposes it is assumed that up to 1 Consultant staff shall attend each 1 hour meeting, plus travel time.

5.3 Consultant Deliverables and Schedule:

For each meeting Consultant shall provide to CPM:

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

5.4 Utility Relocations

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

5.4.1 Utility Notices

For those utilities where no conflict is anticipated, Consultant shall provide a Project Notification [first notice per Oregon Administrative Rule (“OAR”) 734-055-045]. Consultant shall use the Project Notification letter template located at: <https://www.oregon.gov/ODOT/ROW/Pages/Utility-Forms.aspx> (under “Local Public County 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 County Resources” heading).

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

5.4.1 Consultant Deliverables and Schedule:

Consultant shall provide:

- Project Notification letter(s) and Conflict Notice(s) with enclosures to Utilities; due within 10 business days after submittal of Preliminary Design (Task 13) to County.
- One *.pdf of Project Notification/ Utility Conflict letters with enclosures to CPM and, State Utility Liaison (SUL).

5.4.2 [RESERVED]

5.4.3 Review Utility Relocation Plans and Relocation Time Requirement Letters

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

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

5.4.3 Consultant Deliverables and Schedule:

Consultant shall provide:

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

5.5 Utility Reimbursement (RESERVED)

5.6 Utility Certification (RESERVED)

5.7 Subsurface Utility Pothole Investigation (CONTINGENCY TASK)

Consultant shall identify key locations, which have a high potential for significant grade conflicts between existing underground utilities and proposed construction. Pothole investigation will be performed at these locations and tied to project horizontal and vertical control. Consultant shall assume an allowance of 10 explorations. Pothole investigation will include the following tasks:

- Review proposed potholing areas and contact utility companies for locates;
- Prepare and submit traffic control plans to County;
- Pot-hole utilities within exploration area using a jet/vacuum excavation system,
- Tie horizontal location and measure depth to top and bottom of utility, using previously set control;
- Backfill excavations and restore surfacing materials per County requirements;
- Prepare Test Hole Report for each utility. Reports to include utility type, material, station and offset, elevation, and photographs.

5.7 Consultant Deliverables and Schedule:

Consultant shall provide:

- Potholing Map and Test Hole Reports to be submitted to the CPM in accordance with the Project schedule prepared in Task 1.

TASK 6 - GEOTECHNICAL / PAVEMENT SERVICES

Consultant shall conduct geotechnical and pavement field investigation(s) to explore the following:

- A visual pavement assessment survey and subsurface conditions in proposed pavement improvement areas
- Subsurface explorations for pole foundation recommendations.
- Infiltration testing at spaced intervals along the proposed improvement area

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

6.1 Data Review / Reconnaissance

Data Review:

Consultant shall review available existing information to evaluate the following:

- Pavement construction history
- Area geologic mapping
- Subsurface data available from nearby sites
- Existing Roadway ADT

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

- Existing published and unpublished literature from County, ODOT, federal, city, or county records
- As-built roadway plans (as available)
- Maintenance records

Reconnaissance:

Consultant shall conduct a visual pavement assessment survey completed as part of the site reconnaissance and site explorations. Consultant shall identify the following:

- General condition of the existing pavement consistent with the ODOT GFP (good, fair, poor) rating system
- Mark and locate proposed exploration locations
- Assess traffic control requirements/limitations to be in place during site field work

As part of the site reconnaissance work, Consultant shall:

- Observe surface conditions that may be indicative of subsurface conditions of concern, as well as past or ongoing geologic processes (e.g., areas of seeps or springs, erosion, unstable slopes, shallow groundwater, roadway settlement, offsets and depressions, existing earthwork performance, exposed soil and bedrock units).
- Provide a relative surface condition of existing AC
- Field mark proposed exploration locations

6.1 Consultant Deliverables and Schedule:

Consultant shall incorporate information from this task into deliverables for tasks 6.5 and 6.6.

Consultant shall provide:

- One (1) electronic copy (in WORD format) of pavement review and reconnaissance draft memorandum for review per the project schedule.
- One (1) electronic copy (in PDF format) of pavement review and reconnaissance final memorandum one (1) week following receipt of draft review comments.

6.2 Exploration and Testing Work Plan ("ETWP") (RESERVED)

6.3 Geotechnical and Pavement Explorations (CONTINGENCY TASK)

Consultant shall conduct field investigation work in accordance with the most current versions of the AASHTO and the [ODOT Pavement Design Guide](#).

Consultant shall follow all environmental permits and approvals prior to performing any exploration Services by drilling subcontractors. Consultant or their drilling contractor shall locate all underground utilities.

Consultant shall perform appropriate pavement explorations and tests in order to estimate the following:

- Subgrade conditions for new or existing roadway alignments
- Structural capacity of the existing pavement
- Thickness of the existing pavement section
- Visual condition of the existing pavement

Consultant shall perform one field work day of pavement explorations and tests in order to estimate the following:

- Subgrade conditions for new or existing roadway alignments
- Structural capacity of the existing pavement
- Thickness of the existing pavement section
- Visual condition of the existing pavement

Consultant shall perform a pavement field investigation program in one working day with a subcontracted drilling/coring subcontractor. Estimated number of tests in the table below are for a single field work day to take advantage of the mobilization fee incurred by subcontracted equipment and use the entire day allowed for explorations to complete as many field tests as can be done in the working day, which includes the tests and explorations shown in the following table:

TEST METHODS	EST #	TEST INTERVALS
AC cores	2 to 4	100-200 ft along alignment
Subsurface borings for pavement design	2 to 4	100-200 feet along alignment at concurrent locations with AC cores
Subsurface borings for pole foundation recommendations	2 to 4	Evenly distributed and depending on pole spacing and locations
Infiltration tests	2	TBD by civil layout
EXPLORATIONS		
Visual condition survey of the existing pavement within Project limits		

Consultant shall provide an experienced engineer or geologist, as applicable, to supervise the field operations and conduct a detailed visual pavement condition survey to identify the type, extent and severity of the distress present.

6.3 Consultant Deliverables and Schedule:

Information from this task shall be incorporated into deliverables for tasks 6.5 and 6.6.

6.4 Laboratory Testing (RESERVED)

6.5 Pavement Design Recommendations (CONTINGENCY TASK)

Consultant shall prepare pavement design recommendations as part of the geotechnical report indicating pavement design criteria, pavement design, and subgrade stabilization recommendations to be used for the Project, based on data and analysis provided or collected. Consultant shall provide alternative pavement design recommendations for 2 pavement sections for:

- New pavement for areas of widening or reconstruction;
- Rehabilitation of the existing pavement

Consultant shall provide information to develop a cost estimate for each of the design alternatives. Consultant shall evaluate the alternative designs to determine the alternative with the lowest life cycle cost. The life cycle cost analysis must be performed using the FHWA's RealCost software considering only County costs.

The pavement designs must be developed for design periods as provided in the current version of the ODOT Pavement Design Guide. Pavement section design must be performed in accordance with the most current versions of the ODOT Pavement Design Guide and AASHTO Guide for Design of Pavement Structures. Mechanistic design method(s) may also be used as stated in the current version of the ODOT Pavement Design Guide.

6.5 Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Report in MS Word and PDF format to be incorporated into Preliminary Design delivered under task 13 or 12 weeks after NTP.
- Final Report in PDF format to the CPM within 4 weeks of receipt of comments from County.

6.6 Geotechnical Report and Foundation/Geotechnical Data Sheets (CONTINGENCY TASK)

Consultant shall prepare Geotechnical Report including figures of exploration locations, subsurface exploration logs, pole foundation recommendations, pavement design section recommendations, summary field infiltration test results, and geotechnical design and construction recommendations for the project.

6.5 Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Report in MS Word and PDF format to be incorporated into Preliminary Design delivered under task 13 or 12 weeks after NTP.
- Final Report in PDF format to the CPM within 4 weeks of receipt of comments from County.

TASK 7 - HYDRAULICS RELATED SERVICES (RESERVED)

TASK 8 - TRAFFIC ENGINEERING & MANAGEMENT

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

8.1 Traffic Analysis (RESERVED)

8.2 Traffic Signal Design (RESERVED)

8.3 Traffic Signal Interconnect (RESERVED)

8.4 Permanent Signing

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

8.4 Consultant Deliverables and Schedule

Consultant shall provide:

- Permanent Signing plans and cost estimate included in Preliminary Design (Task 13)
- Advance Permanent Signing plans, special provisions, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final Permanent Signing plans, special provisions, and cost estimate included in Final PS&E Package submittal (Task 15.3)

8.5 Permanent Pavement Markings

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

8.5 Consultant Deliverables and Schedule

Consultant shall provide:

- Permanent Pavement Marking plans and cost estimate included in Preliminary Design (Task 13)
- Advance Permanent Pavement Marking plans, special provisions, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final Permanent Pavement Marking plans, special provisions, and cost estimate included in Final PS&E Package submittal (Task 15.3)

8.6 Illumination Design (CONTINGENCY TASK)

Consultant shall prepare plans, specifications, and construction cost estimates for the construction of an illumination system for the enhanced pedestrian crossing in the vicinity of the Gates Park and Ride facility on W. Central Street. Consultant shall conduct lighting analysis to determine appropriate light pole layout (pole spacing, mounting heights, and wattages) to meet current Illumination Engineering Society (“IES”) for light levels. Consultant will conduct photometric analysis at the location of the desired enhanced pedestrian crossing to assure the lighting guidelines for horizontal and vertical illuminance are met. It is assumed that existing wood utility poles will be used if possible. Roadway lighting plans and specifications shall conform to the NEC, ODOT, and County standards as applicable. Consultant shall coordinate with utility for service connections.

8.6 Consultant Deliverables and Schedule

Consultant shall provide:

- A narrative summarizing the results of lighting analysis included in Preliminary Design (Task 13)
- Illumination plans and cost estimate included in Preliminary Design (Task 13)
- Advance Illumination plans, special provisions, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final Illumination plans, special provisions, and cost estimate included in Final PS&E Package submittal (Task 15.3)

8.7 Traffic Management Plan (RESERVED)**8.8 Traffic Control (CONTINGENCY TASK)**

Consultant shall prepare and submit PS&E for temporary traffic control to accommodate the public during construction. Consultant shall provide a description Traffic Control narrative that include specific ODOT or County standard plans for the contractor to use to accommodate vehicle, bicycle and pedestrian traffic during construction.

The narrative will include any specific Temporary Pedestrian Accessible Route Plan (“TPARP”) requirements as part of the TCPs. The TPARP must include a pedestrian route through or around each work area that is equal to or better than the route that was there before construction.

TCPs must meet MUTCD, ODOT, and County requirements.

8.8 Consultant Deliverables and Schedule

Consultant shall provide:

- Draft Traffic Control narrative and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final Traffic Control narrative and cost estimate included in Final PS&E Package submittal (Task 15.3)

TASK 9 - RAILROAD COORDINATION AND SUPPORT (RESERVED)**TASK 10 - ROADWAY DESIGN**

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

10.1 Design Criteria

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

- Determine pedestrian and ADA design considerations
- Determine cross section elements:
 - Shoulders
 - Curbs
 - Sidewalks
 - Curb ramps
 - Drainage facilities

10.1 Consultant Deliverables and Schedule:

Consultant shall incorporate the information gathered in this task into the deliverables listed in Task 13.

10.2 Concept Plans/Alternative Analysis (RESERVED)**10.3 Roadway Design Exceptions (CONTINGENCY TASK)**

Consultant shall prepare up to 2 draft Roadway Design Exception Request(s) for the Project. The Design Exception Request(s) must be prepared using the standard Design Exception Request form provided by the County. The final Design Exception Request(s) for the Project must be stamped and signed by the engineer of record. County will coordinate final approval of the Design Exception Request(s).

10.3 Consultant Deliverables and Schedule:

Consultant shall provide:

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

TASK 11 - NEW BRIDGE DESIGN (RESERVED)**TASK 12 - PERMITS (RESERVED)****TASK 13 – PRELIMINARY DESIGN**

The objective of this task is to identify the size of the Project footprint, required design exceptions, environmental impacts, and any required environmental permits prior to advancing needed environmental permit application(s), right-of-way (ROW) boundaries, and preparing the Advance and Final Plans. The Preliminary Design package is intended to be a complete deliverable with all submitted items completed to a well-defined state.

Consultant shall prepare and submit a Draft Preliminary Design for review by County and a Final Preliminary Design that records and addresses comments received from Draft review, which include design plans, cost estimate and a design narrative and that address the following:

- Description of the purpose, need, and design solution for the Project;
- Summary of existing conditions, (i.e., Project location, roadway classification, lanes, ADT, posted speed, and other design standards pertinent to the Project);
- Summary of design exceptions that will be necessary
- Summary of roadway alignment and typical section alternatives considered, including 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 summary of proposed mitigation measures;
- Environmental permitting requirements, if any, identified;
- Utility conflicts;
- Public Involvement efforts;

- Description of proposed drainage features;
- ROW boundaries;
- Local permit needs;
- Proposed construction staging, temporary detours, and temporary protection and direction of traffic during construction;
- Storm Sewer Conveyance

Storm Sewer Conveyance. This subtask is to provide design of stormwater conveyance facilities that collect and carry roadway runoff per County standard.

Consultant shall:

- Determine the locations of flow entering and leaving the Project right-of-way.
- Review existing conditions downstream of locations where flow is leaving the Project right-of-way for deficiencies and document observations.
- Delineate on-site drainage basins, calculate peak flow rates for design, model the proposed pipe network, and calculate hydraulic grade line to check that proper freeboard design requirements are being met.
- Check inlet capacity and inlet spacing, calculate gutter flow to check spread, and provide design recommendations for inlet locations.
- Provide design recommendations for pipe network, associated pipe sizes, pipe material recommendations, and manhole access design recommendations (i.e.-spacing, location within a travel lane, etc.).
- Provide manhole diameter design recommendations based upon analysis of pipe connections at each manhole.
- Compare pipe network against known utilities in the Project area and provide design recommendations to minimize utility conflicts or to adjust existing utilities.

Consultants shall prepare Preliminary Design plan sheets in 11x17 full size sheets according to the following table:

Note: The quantities of plan sheets listed below are estimates only. Consultant shall prepare all plan sheets necessary for a complete Preliminary Design package.

Name of Sheet	Scale	Estimated # of Sheets
Title sheet	NTS	1
Typical sections	1" = 10'	1
Details	Varies	8
Roadway plans	1"=40'	2
Roadway profiles	1"=5'	2
Drainage and Utilities plans	1"=40'	2
Erosion control plans	1"=40'	2
Erosion control details	1"=40'	1
Sign and striping plans	1"=40'	1
Sign and striping details	NTS	1

Consultant shall summarize and reference in the Preliminary Design submittal all of the reports and technical memoranda pertinent to the Project. Consultant shall prepare and submit design plans and a cost estimate as appendices within the Preliminary Design submittal. Drawings submitted with the Draft Preliminary Design must be marked as "Preliminary Design Plans for Review." Engineered documents and reports that are finalized with the Preliminary Design 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 Draft Preliminary Design. Consultant shall address County comments. Consultant shall arrange and attend a Preliminary Design Plan Review Meeting to communicate and discuss resolution to County

review comments. Consultant shall provide written responses to address review comments received from County after attending the Preliminary Design Plan Review Meeting and prepare the Final Preliminary Design for the record.

For budgeting purposes, it is assumed that up to 2 Consultant staff shall attend the 2-hour Preliminary Design Plan Review Meeting, including travel time.

13 Consultant Deliverables and Schedule:

Consultant shall provide:

- 1 electronic copy of Draft Preliminary Design in PDF format to CPM per project schedule.
- 1 electronic copy of written responses to Preliminary Design review comments to CPM within 1 week of the Preliminary Design Plan Review Meeting.
- 1 electronic copy of Final Preliminary Design in PDF format to CPM within 2 weeks of County acceptance or resolution of comments.

TASK 14 - RIGHT OF WAY (ROW) (RESERVED)

TASK 15 - PLANS, SPECIFICATIONS, AND ESTIMATE (“PS&E”)

Note: The quantities of plan sheets listed below are estimates only. Consultant shall prepare plan sheets according to the following table:

Name of Sheet	Scale	Estimated # of Sheets	Advanced Submittal	Final Submittal
Title sheet	NTS	1	1	1
Typical sections	1"=10'	1	1	1
Details	NTS	8	8	8
Geometry and Paving Plans	1"=40'	2	2	2
ADA Ramp and Driveway Details	1"=5'	8	8	8
Roadway plans	1"=40'	2	2	2
Roadway profiles	1"=5'	2	2	2
Drainage and Utilities plans	1"=40'	2	2	2
Erosion control plans	1"=40'	2	2	2
Erosion control details	1"=40'	1	1	1
Sign and striping plans	1"=40'	1	1	1
Sign and striping details	NTS	2	2	2

15.1 Preliminary PS&E (RESERVED)

15.2 Advance PS&E

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

Advance Plans:

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

Advance Special Provisions:

Consultant shall update Project Special Provisions based on changes and clarifications to the Project design, as determined at Preliminary Design and in accordance with 2021 *Oregon Standard Specifications for Construction as amended* and *County 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 County’s boilerplate Special Provisions corresponding with the Project bid date. If a bid date has not been identified, Consultant shall use the most current boilerplate Special Provisions.

Boilerplates, by bid date, can be found at the following website:

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

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

Consultant shall consult with County 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 County standard bid items to support the Advance Plans (the “Advance Cost Estimate”). Consultant shall prepare the estimate to include mobilization, contingencies, and construction engineering based on the percentages agreed to by both parties. The estimate must be based on unit prices utilizing County, ODOT, and Consultant historic bid information and anticipating a 2023 bid letting. Consultant shall prepare the final cost estimate using excel or County required software.

Construction Schedule:

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

Advance PS&E Revisions/Corrections:

The CPM will submit a single electronic file of Advance PS&E Comment Log review comments to Consultant. Consultant shall address comments received and communicate with the 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.

15.2 Consultant Deliverables and Schedule:

Consultant shall submit the following to the CPM within 8 weeks of the CPM’s written approval (e-mail acceptable) of the Final Preliminary Design (Task 13):

- Advance Plans (PDF)
- Advance Special Provisions in electronic format (MS Word, utilizing “Track Changes”)
- Advance Construction Cost Estimate in electronic format (Excel and PDF)
- Construction schedule in electronic format (MS Project format and PDF)
- Comment response log for plans and specifications (Excel). Consultant shall submit Advance PS&E Review Comment Log with initial responses to the CPM within 2 weeks of receipt of comments.

15.3 Final PS&E Package

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

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.

Upon request from County, Consultant shall resolve comments from County.

15.3 Consultant Deliverables and Schedule:

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

Description	To CPM	
	Electronic	Paper
Unsigned Final Design Plans (11 x 17)	PDF	X
Project Special Provisions	Word & PDF	X
Construction Cost Estimate (County Format)	PDF, .est & .dat, excel	X
CPM Construction Schedule (11 x 17 in color)	PDF, MS Project format	X

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

- POR-signed Final Plans in PDF format

15.4 LETTER OF PUBLIC INTEREST FINDINGS (“LPIF”) AND EXEMPTION ORDERS (“EO”) (RESERVED)

TASK 16 - ADVERTISE AND AWARD ASSISTANCE

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

Consultant is the County’s point of contact for Project information during the solicitation (Advertisement) phase of the Project. Consultant is also the subject matter expert for constructability issues.

The PM may not discuss possible or probable changes to the Project unless the changes have been formalized by issuance of an Addendum. Consultant shall alert the CPM if the potential response to a Bidder’s question conflicts with the Bid Documents, and then an Addendum will be issued by County if determined appropriate in County’s discretion.

Consultant shall prepare all required Contract addenda. Consultant shall submit the addenda to CPM for review, acceptance and distribution to prospective bidders.

16.1 Questions During Advertisement

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 2 calendar days to CPM.

Consultant shall, during the bidding process, assist the County with the communications with prospective bidders and suppliers in a manner that assures that no prospective bidder or supplier is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage.

Consultant shall prepare a written log to document conversations and questions asked by prospective bidders or suppliers and the answers provided to the County. Consultant shall maintain the written log in the Project file and provide upon request of the CPM.

16.1 Consultant Deliverables and Schedule:

Consultant shall prepare and provide:

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

16.2 Addenda to the Bid Documents (CONTINGENCY TASK)

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

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

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

Consultant shall prepare and deliver to County the addenda text in a Microsoft Word file. Consultant shall prepare and deliver to County stamped drawings in a PDF file 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.

16.2 Consultant Deliverables and Schedule:

Consultant shall prepare and provide:

- Bid document addenda; stamped PDF drawings; or special provision revisions to the CPM.

TASK CE-1 - PROJECT MANAGEMENT OF CA/CEI SERVICES

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

CE-1.1 Coordination

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

Consultant shall:

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

CE-1.1 Consultant Deliverables and Schedule:

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

CE-1.2 Status Reports and Invoices

Consultant shall prepare up to 6 Monthly Status Reports throughout the duration of the CA/CEI Services which is through 3rd notice. See Section E.2, Project Schedule.

The Monthly Status Report must:

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

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

CE 1.2 Consultant Deliverables and Schedule:

Consultant shall provide:

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

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

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

CE-2.1 Pre-Construction Conference

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

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

CE-2.1 Consultant Deliverables and Schedule:

Consultant shall:

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

CE-2.2 Cooperative Arrangement (Partnering) (RESERVED)**CE-2.3 Quality Assurance & Contract Administration Plan (RESERVED)****CE-2.4 Construction Contract Administration**

County will provide day-to-day administration of the construction contract, perform all Labor Compliance monitoring, and review all Contractor's Request for Subcontract Consent. For items listed in this SOW Consultant shall complete contract administration tasks as outlined in the Contract Plans and Specifications, and this CA/CEI SOW.

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

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

- When requested prepare up to five CCO, EWO, OFW. Change Orders may include, but are not limited to, modification to the plans, specifications, and contract time. Consultant may be liable for payment of the cost for any CCOs, EWOs and OFWs authorized without obtaining prior review and approval by County. Only the County has the authority to approve and authorize changes to the construction contract including CCOs, EWOs, or OFWs.
- When requested review up to two Force Account billings from CC.
- Issue First Notification when on-site construction work begins.
- Monitor and evaluate the construction schedule and determine whether the CC is proceeding in a manner that will result in timely Project completion in conformance with the construction contract documents. If the CC is not proceeding in this manner, document the delay, consult with the CPM and determine and pursue the appropriate action.

CE-2.4 Consultant Deliverables and Schedule:

Consultant shall prepare and provide:

- First Notification – Issue when on-site construction work begins. Submit 1 electronic copy to CPM with in 5 calendar days of notice.
- Draft CCO, EWO, OFW documents with supporting documents (cost estimate and justification) - Submit to CPM prior to date needed to start the work.

Task CE-2.5 Monthly Preliminary Progress Estimates

Consultant shall prepare all source documents as “paynotes” for the monthly progress estimate and provide them to the County for entry into the County’s Engineering Contract Management System (“ECMS”) for CC’s work performed through the last working day of the pay period.

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

CE-2.5 Consultant Deliverables and Schedule:

Consultant shall:

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

CE-2.6 Project Progress Meetings

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

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

- Survey
- Asphalt Concrete Pavement
- Hazardous Materials Handling
- ADA ramps

Consultant shall:

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

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than two Consultant staff attending and 12 (6 mo. x 2 mtgs/mo.) meetings assumed, see Section E.2 Project Schedule.

CE-2.6 Consultant Deliverables and Schedule:

Consultant shall provide:

- Project Progress Meeting agendas – 1 electronic copy to each meeting attendee and CPM, 2 business days prior to scheduled meeting.
- Conduct and participation at Project Progress Meetings.
- Project Progress Meeting minutes – 1 electronic copy to each meeting attendee and CPM, within 5 business days after the meeting.

- Request to cancel Project Progress Meetings based on inactive construction period – Submit written request electronically to CPM at least 2 business days prior to scheduled meeting.

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

County will coordinate and review construction Working Drawings, shop drawings, and other submittals submitted electronically by the CC. Consultant shall assist County with review of specific drawings and submittals when requested. When electronic Working Drawings, shop drawings, and other submittals are received, according to 00150.35(c)(2), 00150.37, & 00170.08, when requested Consultant shall ensure the review is complete and the Working Drawings, shop drawings, and other submittals are returned to the County within the timeframes specified in the construction contract. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the County. Consultant shall conduct submittal review in accordance with the Specifications in 00150.35, 00150.37, 00170.08.

Consultant shall:

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

CE-2.7 Consultant Deliverables and Schedule:

Consultant shall:

- Return approved Working Drawings, shop drawings, and other submittals with comments (within time frame established in construction contract specifications):
 - 1 copy maintained in Project files
- Electronic Submittals:
 - Submit 1 electronic PDF mark-up/comment to the CPM as required by the construction contract.

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

Files Retained by Consultant:

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

CE-2.8 Consultation during Construction

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

Upon request of County during construction, Consultant shall:

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

NOTE: Design requests must be initiated by either County or Consultant using a Change Request Form or a RFI. A response to a RFI may also initiate a Change Request or a formal contract amendment for Consultant or CC. No work shall be conducted on a Change Request until the CPM approves the request and the appropriate Change

Order document is approved. The Change Request must clearly outline Consultant's cost, the estimated construction cost, and the cause of the change.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes up to 10 RFIs, each requiring up to 2 hours of staff time for preparation and documentation of the response.

CE-2.8 Consultant Deliverables and Schedule:

Consultant shall prepare:

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

CE-2.9 Design Modifications (CONTINGENCY TASK)

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

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes up to 20 hours staff time.

CE-2.9 Consultant Deliverables and Schedule:

Consultant shall prepare and provide:

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

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

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

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

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than 64 hours for claim(s) support. Assume up to 1 claim submittal, each requiring 4 staff to do 1 day of preparation and attend up to 1 all-day meeting for each claim, plus Consultant Principal and PM reviews and clerical assistance.

CE-2.10 Deliverables and Schedule:

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

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

CE-2.11 Public Records Request Support (RESERVED)

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

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

Consultant shall have Inspector(s) on site during all critical times during the construction process. Consultant shall monitor the CC's quality control process for compliance with the construction contract requirements.

CE-3.1 Environmental Compliance and Mitigation Monitoring (CONTINGENCY TASK)

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

Consultant shall:

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

If deficiencies are noted, Consultant's Environmental Specialist shall immediately bring the deficiency to the attention of the CC, CPM and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

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

- Erosion and Sediment Control Plan ("ESCP"), and
- Pollution Control Plan ("PCP")

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

CE-3.1 Consultant Deliverables and Schedule:

Consultant shall provide:

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

- General Daily Progress Reports / Project Diary – Complete daily when performing onsite visits. Submit to CPM as Project work progresses along with following protocol provided in Task CE-5.4 – Submittal of Final Project Documentation.
- Project Photography / Photo Logs – Submit with reports (when applicable) along with following protocol provided in Task CE-5.4 – Submittal of Final Project Documentation.

CE 3.1.1 Endangered Species Consultation for the Federal-Aid Highway Program (“FAHP”) (RESERVED)

CE-3.1.2 Restoration As-Built Report (RESERVED)

CE 3.1.3 Biology Restoration Monitoring Report (RESERVED)

CE-3.1.4 Archaeological Monitoring and Report (RESERVED)

CE-3.2 Construction Activity Monitoring (CONTINGENCY TASK)

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

Consultant shall determine and document all pay quantities for work and materials incorporated into the Project. Consultant shall prepare source documents (“paynotes”) for all pay items and include supporting documentation to support each payment. Consultant shall always keep quantity documentation current and available for County review upon request.

CE-3.2 Consultant Deliverables and Schedule:

Consultant shall provide:

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

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than six months of full-time inspection.

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

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

Consultant shall monitor the CC’s Quality Control (“QC”) program for conformance with requirements of the construction contract documents.

Consultant shall:

- Review and monitor the CC's documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished and placed on the Project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with construction contract requirements.

- Maintain the Test Summary for Nonfield-Tested Materials and Field-Tested Materials (Test Summary “A”, “B” and “C” Form numbers 734-1902A, 734-1902B and 734-1902C) as detailed in the ODOT Construction Manual, Chapter 12B - Quality.
- Identify and monitor CC’s quality control technicians and require proper and current certification(s) and require that proper testing frequencies and procedures are being followed. Monitoring must be done by Consultant staff experienced in all areas of field testing and documentation .
- Take appropriate action if CC’s quality contract technicians do not have proper or current certifications or if proper testing frequencies and procedures are not being followed.
- Obtain, review and compile all required Project quality documentation in accordance with the construction contract documents.
- Prepare quality price adjustments as necessary for materials.

CE-3.3 Consultant Deliverables and Schedule:

Consultant shall provide:

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

CE-3.4 ADA Ramp and Push Button Inspection

Consultant shall perform inspection of CC installed ADA ramps, review and respond to CC Working Drawings and Sidewalk Ramp Plan, and attend all preplacement meetings as required in the Specifications in Section 00759.

Consultant shall:

- Conduct a submittal review according to the Specifications in 00150.35 of CC’s Working Drawings and Sidewalk Ramp Plan submitted electronically.
- Maintain 1 of the as-submitted copies in the Project files.
- Review, respond and return any corrections or comments to the CC’s Working Drawings and Sidewalk Ramp Plan according CE Task 2.7 Working Drawings, Shop Drawings, and other Submittal Reviews.
- Attend all Preplacement Conference(s) as noted in the Specifications in 00759.03.
- Determine and obtain information from the POR if there is an approved design exception on any ADA Ramps.
- Perform ADA ramp inspection(s) according to the most current version of the ADA Curb Ramp Inspection form(s) (734-5020 A-G), as applicable, and the latest ODOT guidance on smart level tools. ODOT’s fillable ADA Curb Ramp Inspection Forms and instructions are available at the following address:
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
- Complete ADA Curb Ramp Inspection form(s) (734-5020 A-G), as applicable, and include this documentation with County source documents “Paynotes” as noted in Task CE 2.5 Monthly Preliminary Progress Estimates and Task CE-3.2 Construction Activity Monitoring.

If a design change has occurred impacting an ADA ramp and Task CE-2.9 Design Modifications is authorized, Consultant shall coordinate with the POR to provide additional or modified plan(s) to CC as part of Task CE-2.9.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than 10 ADA curb ramp inspection(s). This task assumes up to 1 Preplacement Conference(s). Each Preplacement Conference is expected to last no more than 2 hours, with no more than 2 Consultant staff in attendance.

CE-3.4 Consultant Deliverables and Schedule:

The deliverables for ADA curb ramp review and inspection include, but are not limited to:

- Return Working Drawings and Sidewalk Ramp Plan submittals to CC within the time frames in the Specifications in 00150.35.

- Documentation of all ADA Curb Ramp Inspection forms to support “Paynotes” in the Project documents as noted in Task CE 2.5 Monthly Preliminary Progress Estimates and Task CE-3.2 Construction Activity Monitoring.
- Submittal of fully complying ADA Curb Ramp Inspection form(s) (734-5020 A-G), as applicable, to CPM upon completion of inspection and “paynote” documentation.
- Submittal of approved design exception, if applicable, accompanying the ADA Curb Ramp Inspection form(s) to CPM completion of inspection and “paynote” documentation.

CE-3.5 Additional Construction Activity Monitoring (CONTINGENCY TASK)

If authorized by CPM, Consultant shall provide additional construction activity monitoring during construction in coordination with Task CE-3.2.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than 130 additional hours.

TASK CE-4 - CONSTRUCTION SURVEYING

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

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

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

CE-4.1 Coordination, Calculations and Quality Assurance (QA) of Construction Contractor’s Survey Work

Consultant shall:

- Coordinate with CPM and CC as needed to require compliance with and verify that the construction survey work completed by the CC for the Project is in conformance with the approved plans, specifications and applicable laws.
- Attend and participate in a pre-survey meeting with the CC, CPM, and others as appropriate.
- Coordinate with CC, CPM and (LCPM if applicable) to determine participants and to schedule the pre-survey meetings at an agreed-upon time no later than 14 calendar days prior to beginning construction.
- Prepare and distribute the meeting agenda to CPM and other participants at least 4 business days prior to meeting.
- Prepare and distribute the meeting minutes to CPM and other participants within 1 week of meeting.
- Perform QA review of CC’s survey data such as, but not limited to, office calculations and stakeout information.
- Provide memo indicating dates and times grade calculation checks were performed and the results of the calculation checks along with copy of notification to CC on items not in compliance from calculation checks and when/what corrections were made.
- Perform QA review of CC’s field survey work and upon request complete survey field check by a 2-person survey field crew. Provide memo indicating dates and times the survey field checks of CC’s survey work were performed and the results of the field checks along with copy of notification to CC on items not in compliance with approved construction plans and when/what corrections were made.
- Provide a map, digital ASCII file of the coordinates, and field notes as applicable, of horizontal and vertical control points (from the construction contract plans) for use by the CC’s surveyor.
- Prepare horizontal and vertical alignment print outs, construction grade data, including annotated cross sections (from the construction contract plans) for use by the CC’s surveyor.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than three (3) 1-day site visit(s) by a 2-person survey crew for QA of CC’s field survey work.

CE-4.1 Consultant Deliverables and Schedule:

Consultant shall provide:

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

CE-4.2 Construction Survey and Staking (RESERVED)**CE-4.3 Locate, Recover and Reference Monuments (CONTINGENCY TASK)**

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

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

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

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

Consultant shall:

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

CE-4.3 Consultant Deliverables and Schedule:

Consultant shall provide the following deliverables to CPM:

- ASCII File of located monuments with monument point numbers and coordinates and any other electronic files (such as .fwd, .alg, ASCII, etc.) created or produced for the Project documenting Monumentation surveying - Submit within 14 calendar days after recording of the survey filing map (SFM) with the County Surveyor's office.
- Original field notes and 1 electronic .pdf copy - Submit within 14 calendar days after recording of the SFM with the County Surveyor's office.

CE-4.4 Right of Way ("ROW") Monumentation (RESERVED)**CE-4.5 Monumentation Survey Filing Map (SFM) (CONTINGENCY TASK)**

Consultant shall create a SFM which meets County and ORS requirements. The survey(s) must be prepared for 18-inch by 24-inch sheet plots. Consultant shall reset any monument disturbed or destroyed in accordance with the requirements of ORS 209.155.

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

CE-4.5 Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft ROS to County within 45 days of NTP.
- Final ROS to County for filing within 2 weeks of receipt of comments.
- Copy of Final ROS upon acceptance by County for filing.

TASK CE-5 - PROJECT CLOSE-OUT

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

CE-5.1 Final Inspection(s) and Submittals

County shall issue Second Notification when all on-site work including CCO and EWO work is completed per the Specifications, in 00150.90(a) and 00180.50(g) .

Consultant shall:

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

CE-5.1 Consultant Deliverables and Schedule:

Consultant shall provide:

- Punch-list of items.
- Second Notification - due within 2 business days of completion of on-site work. Submit 1 electronic copy to CPM.
- Recommendation of Project Acceptance - Submit electronic copy to CPM upon completion of final inspection.
- Third Notification – due within 2 business days of completion of all construction contract work. Submit 1 electronic copy to CPM.

CE-5.2 As-Constructed Plans

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

CE-5.2 Consultant Deliverables and Schedule:

Consultant shall:

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

CE-5.3 Structure Load Rating (RESERVED)**CE-5.4 Submittal of Final Project Documentation**

Consultant shall:

- Assist County with organizing and submitting the final Project quality, quantity documentation.
- Review documentation with County's QAC.
- Upon issuance of Second Notification, perform a final review with the County of all Project quality and quantity documentation and mutually agree that all contractual requirements have been met and recommend Acceptance.

CE-5.4 Consultant Deliverables and Schedule:

Consultant shall submit:

- All final Project quality, quantity documentation. The documents must be submitted electronically to the County within 60 calendar days after Second Notification.

E.2 PROJECT SCHEDULE**Schedule Assumptions**

The Project is scheduled for a December 2023 bid opening for the CC. It is anticipated that the CC will receive NTP no later than March 2024. County shall issue the CC Notice of Award and NTP in accordance with the Specifications in Section 00130.

- All construction work is assumed to be completed by June 30th, 2024.
- All work for this CA/CEI SOW is to be completed within 30 calendar days of Consultant issuing Third Notification to the CC.
- Construction Contract Completion Date as specified in the Specifications in 00180.50 of the construction contract is June 30th, 2024.
- Third notification to the CC is assumed to be issued on or before August 30th 2024.

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 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
3.1.1 Phase 1 Cultural Resources Survey	\$ 18,406.68	1	T&M	\$ 18,406.68	N/A
3.1.2 Archaeological Monitoring	\$ 12,567.74	1	T&M	\$ 12,567.74	N/A
5.7 Subsurface Utility Pothole Investigation	\$ 18,995.00	1	T&M	\$ 18,995.00	N/A
6.3 Geotechnical and Pavement Explorations	\$ 7,140.00	1	T&M	\$ 7,140.00	N/A
6.5 Pavement Design Recommendations	\$ 2,640.00	1	T&M	\$ 2,640.00	N/A
6.6 Geotechnical Report and Foundation/Geotechnical Data Sheets	\$ 4,210.00	1	T&M	\$ 4,210.00	N/A
8.6 Illumination Design	\$ 7,250.00	1	T&M	\$ 7,250.00	N/A
8.8 Traffic Control	\$ 3,360.00	1	T&M	\$ 3,360.00	N/A
10.3 Roadway Design Exceptions	\$ 3,320.00	1	T&M	\$ 3,320.00	N/A
16.2 Addenda to the Bid Documents	\$ 2,570.00	1	T&M	\$ 2,570.00	N/A
CE-2.9 Design Modifications	\$ 3,200.00	1	T&M	\$ 3,200.00	N/A
CE-2.10 Claim(s) Support	\$ 12,060.00	1	T&M	\$ 12,060.00	N/A
CE-3.1 Environmental Compliance and Mitigation Monitoring	\$ 4,350.00	1	T&M	\$ 4,350.00	N/A
CE-3.2 Construction Activity Monitoring	\$ 64,800.00	1	T&M	\$ 64,800.00	N/A
CE-3.5 Additional Construction Activity Monitoring	\$ 17,550.00	1	T&M	\$ 17,550.00	N/A
CE-4.3 Locate, Recover and Reference Monuments	\$ 4,200.00	1	T&M	\$ 4,200.00	N/A
CE-4.5 Monumentation Survey Filing Map (SFM)	\$ 3,645.00	1	T&M	\$ 3,645.00	N/A
Total NTE For All Contingency Tasks:				\$ 190,264.42	
Total For Any Contingency Fixed-Fee Amounts:					\$ 0
Total NTE for Contingency Cost (and Fixed-Fee Amounts, if any):				\$ 190,264.42	

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.}

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: \$ 245,857.00

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.

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 County.** 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 U.S. General Services Administration at <https://www.gsa.gov/travel-resources>.
- 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 U.S. General Services Administration at <https://www.gsa.gov/travel-resources> 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 County 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
- Invoice number
- Invoice date
- Billing period
- The County's Contract number
- The County's project number
- The County project manager's name
- Remit address
- 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 - Consultant will submit rate schedules and any required certifications 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 to County. Consultant Certification of compliance with Federal Cost Principles is required. 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 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 Facilities Capital Cost of Money 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 breakdown of costs (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 1, 2023, is not physically attached, but is incorporated into this Contract by this reference with the same force and affect as though fully set forth herein. A copy of the final BOC has been provided to the Consultant prior to execution of this Contract.

EXHIBIT C - INSURANCE 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 County to provide Architectural or Engineering services and which employs, or engages the services of, the Professional of Record.

Contract - The project specific Contract between County 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 County TI and staffed by at least 3 technical experts chosen by the County TI from a list of County, 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**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:	Alicia Henry, Grant/Contracts Compliance Analyst
Ph:	503-373-4320
E-mail:	ahenry@co.marion.or.us

a.3 County's address for invoicing:

Mailing Address:	Marion County Public Works 5155 Silverton Road NE, Building 1 Salem, OR 97305 Attn: Mark Foster
E-mail:	mafoster@co.marion.or.us

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

Name:	Beau Braman, PE
Ph:	503-548-0723
E-mail:	beaub@hhpr.com

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

Name:	Beau Braman, PE
Address:	Harper Houf Peterson Righellis, Inc. 530 Center Street, Suite 240 Salem, OR 97301
Ph:	503-548-0723
E-mail:	beaub@hhpr.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.

EXHIBIT G**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding County. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding County.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding County.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding County and the Regional Office of the Environmental Protection County (EPA).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any County, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- See §200.322 Domestic preference for procurements.
- Audit Requirements of 2 CFR §200.5XX (Subpart F)
- Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.
- Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.
- System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier

"Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.

- Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.
- Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.
- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.
- Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]