



Contract Review Sheet

PW-3425-20 (2)

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

Contact: Tim Beaver Department: Public Works
 Phone #: 503-365-3100 Date Sent: Monday, June 6, 2022

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

Contractor's Name: DOWL, LLC.

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

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

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: RFP CMS # PW645-19

Description of Services or Grant Award

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

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

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

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

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


BOC Session Presenter(s) Ryan Crowther


FOR FINANCE USE


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


Comments: Y

REQUIRED APPROVALS

DocuSigned by:

 C5B2F3DF257F444... 6/13/2022
 Finance - Contracts Date

DocuSigned by:

 7014AA2D3D2048A... 6/13/2022
 Contract Specialist Date

DocuSigned by:

 D0CFC5B04B9F483... 6/13/2022
 Legal Counsel Date

DocuSigned by:

 DC16351248DE4EC... 6/13/2022
 Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

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

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

 Audio/Visual aids Powerpoint

Contact: Ryan Crowther Phone: 503-365-3112

Department Head Signature:

Brian Nicholas

9793BA7ACD6D443...

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

Issue, Description & Background

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

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

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

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

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

Options for Consideration:

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

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

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



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Presenter:

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

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

Copies to:

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

REQUEST FOR AUTHORIZATION OF CONTRACT PW-3425-20

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

Subject: Amendment Exceeds 25%

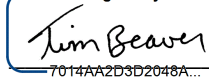
Marion County Public Works is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with DOWL, LLC for A&E services for preliminary engineering and design of the North Fork Road slides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

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

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

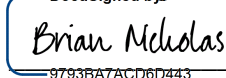
Finally, the work being added is part of the description of the original phases of the contract, but does not get added until those phases are implemented.

Submitted by:

DocuSigned by:

7014AA2D3D2048A...

Tim Beaver
Public Works

Acknowledged by:

DocuSigned by:

9793BA7ACD6D443...

Department Head

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

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

9. In Exhibit A - Statement of Work, **TASK 1 - PROJECT MANAGEMENT**, make the following changes:
- a. For Task 1.1 Project Management, additional hours are added in the BOC for completion of the Project through Final Design (PS&E). Remove this: [The Preliminary Design phase is expected to last no more than nine (9) months.]
 - b. Under **Task 1.2 Project Schedule and Progress Reports**, make the following changes:
 - i. Modify the last sentence in the first paragraph to read: Consultant anticipates up to [three (3)] five (5) project schedule updates.
 - ii. Modify the last sentence in the second paragraph to read: For budgeting purposes, Consultant anticipates preparing up to [nine (9)] thirty-two (32) monthly progress reports to reach Final [DAP] Design (PS&E).
 - c. Under Task 1.3 Project Meetings, modify task **1.3.2 Project Development Team Meetings** as follows:

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

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

Consultant Deliverables and Schedule:

For each meeting, Consultant shall provide:

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

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

Task 1.3.5 Project Management Milestone Meetings

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

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

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

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

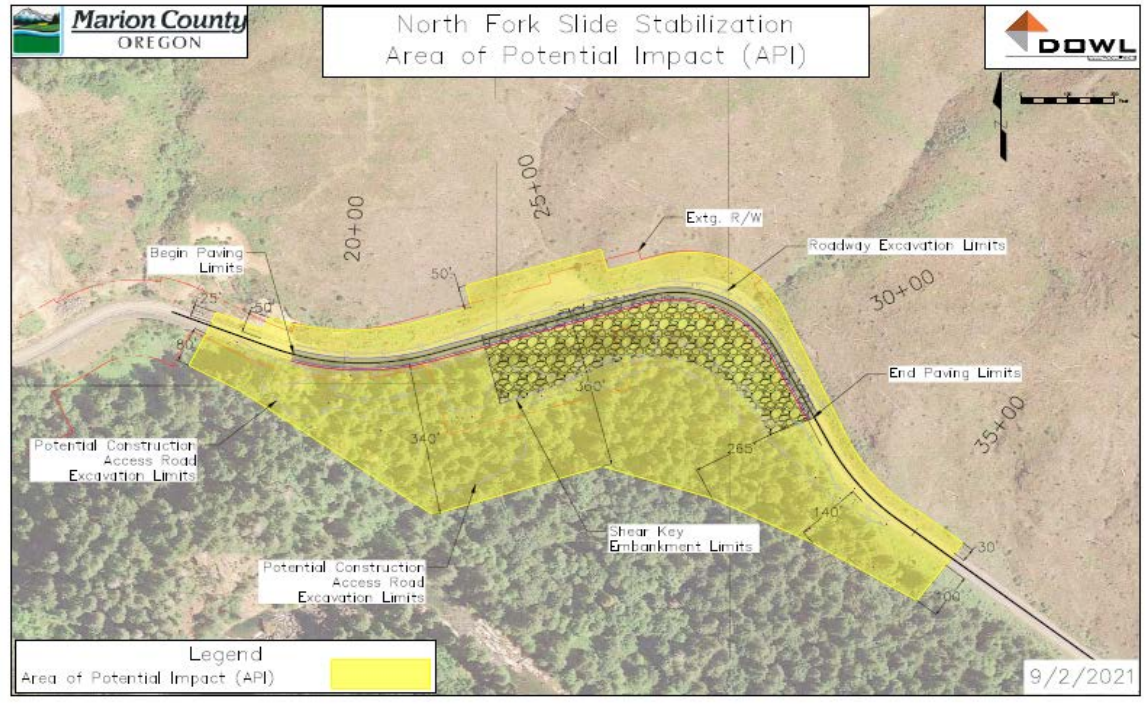


Figure 1. API for Task 3 deliverables.

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

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

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

Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- Coordination emails and phone log documentation upon request.

Task 3.5.2 SLOPES ESA Compliance Memo

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

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

Consultant Deliverables and Schedule:

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

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

Task 3.6.4 Stream Functional Assessment

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

Consultant Deliverables and Schedule:

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

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

Task 3.7 Environmental Permits and Clearances [(RESERVED)]

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

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

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

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

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

Consultant shall:

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

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

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

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

Consultant Deliverables and Schedule:

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

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

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

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

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

Task 5.4 Utility Relocations [(RESERVED)]

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

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

Task 5.4.1 Utility Notices

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

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

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

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 5.4.2 Review Utility Relocation Plans and Relocation Time Requirement Letters

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

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 5.6 Utility Certification

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

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

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

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

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

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

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 6.10 Review of Geotechnical Related Plans and Specifications

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

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

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

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

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

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

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

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

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

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

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 7.8 Temporary Water Management Design [(RESERVED)]

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

Consultant shall:

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

Consultant Deliverables and Schedule:

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

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

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

Task 8.4 Permanent Signing [(RESERVED)]

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 8.5 Permanent Pavement Markings [(RESERVED)]

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 8.9 Final Traffic Control Plans (TCPs)

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

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

TCPs must meet MUTCD and Marion County requirements.

Consultant Deliverables and Schedule:

Consultant shall provide:

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

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

Task 10.2 Final Roadway Design Plans

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

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

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

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

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

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

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

Task 14.1 Right of Entry

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

Task 14.1 Title Reports

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 14.2 Real Estate Appraisals

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 14.3 Appraisal Review

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 14.4 Acquisitions

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

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

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

Consultant shall:

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

Assumptions

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

Task 14.6 Right of Way Status updates

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

Consultant Deliverables and Schedule:

Consultant shall provide:

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

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

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

Table 15

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

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

Task 15.1 Preliminary PS&E (60%)

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

Consultant shall prepare drawings, per Table 15 above and:

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

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

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

Consultant Deliverables and Schedule:

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

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

Task 15.2 Advance PS&E (90%)

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

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

Advance Plans:

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

Advance Special Provisions:

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

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

Advance Cost Estimate:

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

Construction Schedule:

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

Advance PS&E Revisions/Corrections:

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

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

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

Consultant Deliverables and Schedule:

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

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

Task 15.3 Final PS&E Package (100%)

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

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

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

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

Consultant Deliverables and Schedule:

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

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

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

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

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

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

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

Task 16.1 Questions During Bidding

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

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

Consultant Deliverables and ScheduleConsultant shall provide:

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

Task 16.2 Addenda to the Bid Documents (CONTINGENCY TASK)

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

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

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

Consultant Deliverables and Schedule:Consultant shall provide:

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

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

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

END OF REVISIONS TO EXHIBIT A - STATEMENT OF WORK

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

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

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

D. Amendment Information Table:

Project Title: North Fork Road Slide Stabilization	City Project Number: 104678
Project Location: Eastern Marion County Near Mehema	Associated RFP Number: PW645-19
Federal Aid Number: 1517414709601	No DBE Goal
<ul style="list-style-type: none"> • Prior total Not-to-Exceed ("NTE") amount for this Contract (including any previous amendments and contingency amounts). 	\$ 802,562.92
<ul style="list-style-type: none"> • Net amount for this Amendment 	\$ 370,316.36
<ul style="list-style-type: none"> • Total Not-to-Exceed ("NTE") amount for this Contract. This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$44,148.85 for contingency tasks, each of which must be separately authorized by County. 	\$ 1,172,879.28

CONSULTANT CERTIFICATIONS

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

- Consultant has provided its correct TIN to County;
- Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; and
- s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a State tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323; and local taxes administered by the Department of Revenue under ORS 305.620.

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

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

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

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

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

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

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

DOWL, LLC. SIGNATURE(S)

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  9793BA7ACD6D443... 6/13/2022

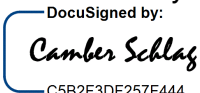
Department Director or designee _____ Date _____

Authorized Signature:  DC16351248DF4EC... 6/13/2022

Chief Administrative Officer _____ Date _____

Reviewed by Signature:  D0CFC5B04B9F483... 6/13/2022

Marion County Legal Counsel _____ Date _____

Reviewed by Signature:  C5B2F3DF257F444... 6/13/2022

Marion County Contracts & Procurement _____ Date _____