




MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date:	January 26, 2022		
Department:	Public Works	Agenda Planning Date:	January 13, 2022
		Time required:	10 Min.
<input checked="" type="checkbox"/> Audio/Visual aids	Powerpoint		
Contact:	Ryan Crowther	Phone:	503-365-3112

Department Head Signature: 

<b>TITLE</b>	Lancaster Drive: Center Street to Monroe Avenue (Salem) - Engineering and Related Services Contract - Amendment 2 for Quincy Engineering, Inc.
Issue, Description & Background	<p>Lancaster Drive is a principal arterial on the National Highway System and is in need of complete rehabilitation from a safety and preservation standpoint. This is the oldest section of Lancaster Drive and was built to antiquated standards. The street has very steep cross slopes, with adverse grade differentials approaching 14% between the travel lanes and many commercial driveways, which create a traffic hazard as vehicles enter and exit Lancaster Drive. The curbs and sidewalks have been poorly maintained by property owners over the years. As a result, the curbs, sidewalks, and accesses are in varying degrees of deterioration, with many of them being nearly impassible for disabled pedestrians. Very few, if any, of the existing pedestrian facilities conform to current ADA standards.</p> <p>This Project design addresses four key components: (1) rehabilitate the street cross-section (four travel lanes, median refuge, and bike lanes) to restore the pavement condition and flatten slopes, (2) replace curb and sidewalk with new ADA-compliant facilities, (3) consolidate and rebuild accesses with acceptable grades to improve safety and traffic flow in and out of commercial properties, and (4) modify the traffic signal at Auburn Road to add pedestrian activated pushbuttons.</p> <p>As approved by the Board on February 19, 2020, Quincy Engineering, Inc. was contracted to complete all of the design work, acquire the necessary right-of-way and prepare final plans, specifications and estimate (PS&amp;E) for bidding. Because construction work that would affect traffic on Lancaster Drive is restricted to night-time hours and because the Capital Projects Section will not have the staffing capability to accommodate night work, Quincy Engineering's contract is being amended to add the required construction related services. With this amendment, the Consultant will administer the construction contract and provide all required construction engineering and inspection services on behalf of the County.</p>
Financial Impacts:	The total not-to-exceed cost of this Contract Amendment No. 2 is \$470,006 that includes \$50,970 in contingency tasks which must be individually authorized (if needed). With this amendment, the overall Consultant contract is valued at \$1,210,460 with \$112,668 in contingency tasks. This Project is federally funded with Marion County providing the required matching funds under Supplemental Project Agreement 32728
Impacts to Department & External Agencies	Entering into this Contract Amendment does not directly impact any other Marion County departments. The project will benefit the public at large by improving traffic safety, ADA accessibility and commercial access on Lancaster Drive. The Construction phase of this Project is included in the County's FY21-22 budget.



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Options for  
Consideration:

1. Approve and sign Amendment No. 2 to Contract PW 3275-20 between Marion County and Quincy Engineering, Inc.
2. Take no action at this time.

Recommendation:

The Public Works Department recommends the Board of Commissioners choose option 1, allowing project construction to proceed in the spring of 2022.

List of attachments:

1. Contract Review Sheet
2. Amendment 2 to Engineering and Related Services Contract PW-3275-20
3. Request for Authorization of Contract (Over 25%)
4. Executed Amendment 1 to Engineering and Related Services Contract PW-3275-20
5. Executed Engineering and Related Services Contract PW-3275-20

Presenter:

Ryan Crowther, Capital Projects Manager

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

Copies to:

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



**Marion County**  
OREGON  
FINANCE DEPARTMENT

# Contract Review Sheet

**Contract #:** PW-3275-20

Person Sending: Tim Beaver

Department: Public Works

Contact Phone #: 503-365-3100

Date Sent: Wednesday, February 5, 2020

☐ Contract ☒ Amendment # 2 ☐ Lease ☐ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: Amendment 2 to A&E contract for Lancaster Dr.: Center St. to Monroe Ave. improvement project

Contractor's Name: Quincy Engineering, Inc.

Term - Date From: Execution

Expires: Jun 30, 2024

Contract Total: \$740,454.30

Amendment Amount: \$470,005.89

New Contract Total: \$1,210,460.19

Source Selection Method: RFP (attach transmittal)

# PW612-19

## Additional Considerations (check all that apply)

☐ Board Order# \_\_\_\_\_

☐ Feasibility Determination (attach approved form)

☐ Incoming Funds

☒ Federal Funds (attach sub-recipient / contractor analysis)

☐ Independent Contractor (LECS) approval date: \_\_\_\_\_

☐ Reinstatement (attach written justification)

☐ Insurance Waiver (attach)

☐ Retroactive (attach written justification)

☐ CIP# \_\_\_\_\_ (required for all goods /software greater than \$5,000)

## Description of Services or Grant Award:

**Amendment 2 to the A&E services contract for the Lancaster Dr.: Center St. to Monroe Ave. improvement project. The contract is being amended to add the optional phase 2 (Construction Contract Administration and Construction Engineering and Inspection ("CA/CEI")) services to the contract.**

## FOR FINANCE USE

Date Finance Received: \_\_\_\_\_

BOC Planning Date: \_\_\_\_\_

Date Legal Received: \_\_\_\_\_

Comments: \_\_\_\_\_

## REQUIRED APPROVALS:

Finance - Contracts

Date

Risk Manager

Date

Legal Counsel

Date

Chief Administrative Officer

Date

Date \_\_\_\_\_ ☐ To be filed ☐ Added to Finance Table

☐ Date \_\_\_\_\_ Returned to department for signature

## REQUEST FOR AUTHORIZATION OF CONTRACT

**Date:** January 4, 2022

**To:** Chief Administrative Officer

**Cc:** Contract File

**From:** Tim Beaver, Contracts Specialist

**Subject:** Amendment Exceeds 25%

The Marion County Public Works Department 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 Quincy Engineering, Inc. for A&E services for the Lancaster Dr.: Center St. to Monroe Ave. Improvement Project with a value of \$740,454.30, and an additional \$470,005.89 will be added to the contract, via Amendment 2, to add the optional Phase 2 work, for a new contract total of \$1,210,460.19 upon approval.

For formal procurements, indicate why the need for adding more than 25% of the total contract cost:

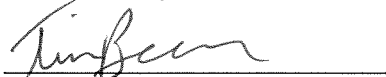
The Capital Projects Section, through a contract with Quincy Engineering, is currently in the final stages of Phase 1 – Preliminary Engineering through Final Design (PS&E) of the Lancaster Dr: Center St. to Monroe Ave. federal-aid transportation improvement project. This project is tentatively scheduled for a bid opening on March 29, 2022 with a Notice to Proceed around May 24, 2022.

Quincy Engineering was selected through a competitive RFP process that allows the County to amend the contract to include construction services if needed. At the time of selection, it was undetermined if those services would be needed. Since then, the Capital Projects Section has finished an in-depth look at their workload and found that this project is one of over ten (10) large projects that will be under construction in 2022.

Because construction work affecting traffic on Lancaster Drive is restricted to night-time work, and with limited Capital Projects staff available to oversee all of the projects, it has been determined that amending Quincy Engineering's contract to add construction contract administration, construction engineering and inspection services is the most viable option and is in the best interest of the County.

Quincy's current contract is valued at \$740,454 which includes \$61,698 in contingency tasks. Contract Amendment No. 2 will add a total of \$470,006 which includes \$50,970 in contingency tasks that must be separately authorized prior to any contingency work being started. Contract Amendment No. 2 will increase the total contract amount by 63%.

Submitted by:



Tim Beaver

Public Works Department

Acknowledged by:



Department Head



**AMENDMENT NO. 2 TO  
CONTRACT NO. PW-3275-20**

This is Amendment No. 2 to Contract No. PW-3275-20 (as amended from time to time) between Marion County, hereafter called County, and Quincy Engineering, Inc., which the Parties agree is synonymous with the defined term “Contractor” or “Consultant” as referenced in the Contract.

1. The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):
  - a. Change the last sentence in Terms and Conditions item 1 to read “Unless otherwise amended or terminated, this Contract shall expire [March 31, 2022] June 30, 2024.”
  - b. Change Exhibit A, Section 1, fourth paragraph (Project Phasing), to delete the phrase “[This Statement of Work addresses the first Phase of the project. Each subsequent phase is optional, at County’s discretion, and may be added via amendment(s) to this Contract.]”
  - c. Add “Exhibit A.1 Statement of Work and Delivery Schedule for Construction Contract Administration and Construction Engineering & Inspection” to the contract for Phase 2 Services.
  - d. Change the last sentence in Exhibit B, Section A(1) to read “The dollar amount for Phase 1 T&M non-contingency Services is: \$678,756.29.”
  - e. Add the following after the last sentence in Exhibit B, Section A(1): “The dollar amount for Phase 2 T&M non-contingency Services is \$419,036.”
  - f. Change the last sentence in Exhibit B, Section L to read “The final BOC (dated [December 19, 2019] April 14, 2020 agreed upon by the Parties is incorporated by this reference and attached hereto” to “The final BOC for Phase 1 Services (dated April 14, 2020) 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”.
  - g. Add the following below the last sentence in Exhibit B, Section L: “The final BOC for Phase 2 Services (dated November 22, 2021) 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 Amendment”.
2. 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.

3. Amendment Information Table:

<b>Project Title: Lancaster Dr: Center St to Monroe Ave</b>		<b>County Project Number: 104873</b>	
<b>Project Location: Lancaster Drive (Salem)</b>		<b>Associated RFP Number: PW612-19</b>	
<b>Federal Aid Number: C047(088)</b>		<b>DBE Goal:8.5% (see Exhibit E)</b>	
<b>A. Prior total Not-to-Exceed (“NTE”) amount for this Contract</b> (including any previous amendments and contingency amounts).			<b>\$ 740,454.30</b>
<b>B. Net amount for this Amendment</b>			<b>\$ 470,005.89</b>
<b>C. Total Not-to-Exceed (“NTE”) amount for this Contract.</b> This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$112,667.96 for contingency tasks, each of which must be separately authorized by County.			<b>\$ 1,210,460.19</b>

## 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 Amendment and that:

- (1) **Consultant has read this Amendment, understands it, and agrees to be bound by its terms and conditions.**
- (2) Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- (3) Consultant understands and has provided to all Associates the COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/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.
- (4) (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.  
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.  
(c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.  
(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.
- (5) Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779.
- (6) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this 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.

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 City.

**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.

**QUINCY ENGINEERING, INC. SIGNATURE(S):**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**MARION COUNTY SIGNATURES :  
BOARD OF COMMISSIONERS**

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

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

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

Authorized Signature: Brian Hiehl 1/4/2022  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

## EXHIBIT A.1

### Statement of Work and Delivery Schedule for Construction Contract Administration and Construction Engineering & Inspection ("CA/CEI")

#### A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

The description of the Project is unchanged.

This Exhibit A.1 includes the statement of work for CA/CEI Services (CA/CEI SOW) required for the Project. The delivery schedule is provided in the "Deliverables and Schedule" section of each task and in section E.2 - Project Schedule.

**Project Phasing;** this section is unchanged.

**Acronyms and Definitions;** the following acronyms and definitions are added:

CA	Contract Administrator	OJT	On-the-Job Training
CA/CEI	Contract Administration, Construction Engineering and Inspection	OSSC	Oregon Standard Specifications for Construction
CC	Construction Contractor	PE	Preliminary Engineering
CCO	Contract Change Order	PM	Consultant's Project Manager for CA/CEI Phase
CE	Construction Engineering	QAC	Quality Assurance Coordinator
CECI	Certified Environmental Construction Inspector	QA/CA Plan	Quality Assurance & Contract Administration Plan
EWO	Extra Work Order	QCCS	Quality Control Compliance Specialist
FIR	Field Inspection Report	RAS	ODOT Region Assurance Specialist
IA	Independent Assurance	RFI	Request for Information
IQAP	Inspection Quality Assurance Program	SFO	State Force Order

#### B. STANDARDS and GENERAL REQUIREMENTS

##### 1. Standards applicable to CA/CEI Services

Consultant shall perform all Services in accordance with the professional standard of care set forth in the Contract.

Consultant shall complete the CA/CEI Services in accordance with the current version in effect of the ODOT Construction Manual, the Quality Control Compliance Specialist ("QCCS") Handbook, the Manual of Field Test Procedures, the ODOT Inspector's Manual, and the Contract.

The standards, manuals, directives and other procedural guidance identified are not exhaustive and may not include all applicable standards for a given project. Consultant shall be responsible for determining all applicable practices and standards to be used in performing Professional Services and Related Services. Consultant shall inform and demonstrate to County if standards, directives or practices required by County in performance of the work are insufficient, in conflict with applicable standards, or otherwise create a problem for the design or construction. Should the requirements of any reference, standard, manual or policy referenced conflict with another, Consultant shall request County in writing to resolve the conflict.

## **ADA Compliance - Assessment, Design, Inspection:**

When the Services under this Contract include **inspection** of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with County and ODOT standards. Inspections must be performed by ODOT certified inspectors (which must include certified environmental inspectors when appropriate). In addition, at Project completion, Consultant shall complete the applicable ramp-specific ODOT Curb Ramp Inspection Form for each curb ramp constructed, modified, upgraded, or improved as part of the Project. Each completed form must be submitted electronically to the CPM. The forms are documentation required to show that each curb ramp meets County and ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Forms and instructions are available at the following address:  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

Unless otherwise specified in the Contract, the most current version of applicable standards, manuals, directives and other procedural guidance shall apply. Unless otherwise specified, the system of measurement and language used in all deliverables will be English.

## **2. General Requirements**

As required in **ORS 672.002 to 672.325**, Consultant shall provide appropriate supervision and control with a licensed Professional Engineer in responsible charge of the CA/CEI Services.

All Inspection work must be performed by ODOT-certified Inspectors as required by ODOT's Inspection Quality Assurance Program ("IQAP"). Consultant's ODOT-certified Inspectors shall diligently monitor the work of the Construction Contractor ("CC") in order to determine whether the Project is constructed in compliance with the construction contract documents and any applicable current standards and County manuals or procedures, including but not limited to those listed in the Contract. All Quality Control ("QC") monitoring tasks must be performed by individual(s) certified by ODOT's Technician Certification Program.

Consultant shall immediately advise County of any construction or planned construction which fails to conform to the construction contract requirements applicable to the Project. Consultant shall also immediately advise County of any design errors or deficiencies or other problems that could have a negative impact on the Project construction schedule or construction cost. In addition, Consultant shall immediately advise County of any construction which Consultant knows, or with the exercise of professional care should know, fails to conform to the federal or state standards applicable to construction of the project.

## **3. Communication**

Communication is an important element to the successful completion of the Project and CA/CEI Services. All communication and deliverables covered under this CA/CEI SOW shall be directed to the CPM (or such other individual as designated in writing to Consultant). To the extent possible, all transmittals from Consultant to County must include the Contract number, Project name and the ODOT key number.

The CC for the Project will be determined through the competitive bidding process. When the CC has been determined, Consultant shall establish appropriate contacts with that firm prior to the Pre-Construction Conference.

#### **4. Roles and Responsibilities**

##### **County**

The CPM is County's primary point of contact for Consultant. The CPM has the authority to review and accept, or recommend Acceptance of, all Consultant deliverables. The CPM may distribute deliverables to appropriate County personnel for review and approval.

County has overall authority in scope, schedule and budget of the Project. All construction Change Orders [Contract Change Orders ("CCO"), Extra Work Orders ("EWO") and State Force Orders ("SFO")] prepared by Consultant are subject to County review and approval prior to implementation by the CC.

##### **County is responsible for the following:**

- Execution of Intergovernmental Agreements ("IGAs") related to the Project
- Attend Pre-Construction Conference
- Material verification sampling and testing
- Approving construction CCOs, EWOs and SFOs.
- Approving requests for overrun or increase in Project authorization
- Reviewing and processing monthly pay estimates for construction contract
- Final Project Acceptance in conjunction with ODOT
- Providing access to County-owned Right of Way ("ROW") and easements
- Performing periodic quality, quantity and labor compliance documentation reviews
- Providing supplemental inspection, including daytime work shifts

##### **Consultant is responsible for the following:**

- Unless specifically stated otherwise in a particular task, Consultant shall provide all labor, equipment and materials to manage, coordinate and complete all tasks and provide all deliverables as set forth in this CA/CEI SOW (collectively, the "CA/CEI Services") in accordance with the delivery schedules identified.
- Changes to Consultant's Project Manager are subject to County approval and will require written notice to County prior to the change.
- If Consultant is performing the Construction Inspection, Quality Control Manager and Quality Control Compliance Specialist functions, then Consultant's Key Persons (as identified on the approved QA/CA Plan) may not be substituted or replaced unless approved in writing by County.
- Consultant is not responsible for the means, methods, operating procedures or safety precautions of any CC or other entity.
- Providing inspection for all night time work shifts.

#### **C. REVIEW, COMMENT and SCHEDULE REQUIREMENTS**

- Consultant shall complete all CA/CEI tasks and deliverables in a timely manner to avoid unnecessary delays in the construction Project. Consultant shall provide written notice to County at the first sign of delays caused by County, Consultant, CC, or any other entity that may delay completion of the Project or otherwise have a negative impact on the construction schedule.
- Consultant shall notify CPM immediately (within 2 business days) upon discovery of any changes in the Project that may impact scope, schedule or budget of the Project or CA/CEI Services.
- Consultant shall submit all construction contract administration deliverables, excluding claims to the CPM.
- All deliverables are considered draft until reviewed and accepted by County. Consultant shall make revisions to address County comments and submit revised deliverable(s) to CPM within 5 business days of receipt of County review comments, unless a different timeframe is stated in specific tasks or otherwise agreed to in writing by County. If no revisions are necessary, the submittal will be considered final.

## **D. FORMAT REQUIREMENTS**

- Deliverables shall be submitted to County in the format described in the ODOT Construction Manual and individual tasks. Following NTP, Consultant shall submit all construction contract deliverables, excluding claims, to the CPM. Claims must be submitted on paper documents according to Section 00199.
- The time zone is Pacific Standard Time (PST) to determine time of receipt of notices and other documents. Non-business days are Saturdays, Sundays and legal holidays as defined by ORS 187.010 and 187.020. If recorded as received before 5:00 p.m. PST on a business day it shall be considered as received on the business day on which it was actually received. If recorded as received on a non-business day, or after 5:00 p.m. PST on a business day, it shall be considered as received at 8:00 a.m. PST on the next business day.
- **Forms** - Consultant shall use ODOT and County forms where required. ODOT's Construction related forms referenced in this CA/CEI SOW are available on line at: <https://www.oregon.gov/ODOT/Construction/Pages/Forms.aspx>
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., Word, Excel, MS Project, etc.) and must be fully compatible with version used by County.
- Additional format requirements may be listed with specific tasks or deliverables throughout the CA/CEI SOW or in the Contract.

## **E.1 TASKS, DELIVERABLES and SCHEDULE**

The following Tasks and deliverables are added to the Contract:

**Task Numbering:** For purposes of standardization, task numbers in this SOW may be non-sequential due to deletion of unneeded tasks. For convenience to the reader, the task numbering for the CA/CEI phase will use the standard task number prefaced with "CE" (CE-1, CE-2).

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

This activity is continuous throughout the duration of these 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

#### **Task CE-1.1 Coordination**

Consultant shall provide leadership, direction and control of these CA/CEI Services.

Consultant shall:

- Direct Consultant's team with regard to overall CA/CEI activities and team meetings.
- Maintain liaison, communication and coordination between Consultant's staff, CPM, CC and ODOT staff to facilitate timely, efficient operations for all involved.

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

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

#### **Task CE-1.2 Status Reports and Invoices**

Consultant shall prepare up to 10 Monthly Status Reports throughout the duration of the CA/CEI Services. 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 Monthly Status Report. Consultant shall submit the Monthly Status Reports to CPM with the monthly Consultant invoice.

**Consultant Deliverables and Schedule:**

- Monthly Status Report - Submitted to CPM with the monthly invoice no later than the 10th calendar day of the month following the reporting month.

**Task CE-1.3 Structure Cost Data (RESERVED)**

**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 Consultant 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.

**Task CE-2.1 Pre-Construction Conference**

Consultant shall prepare for and lead the Pre-Construction Conference as referenced in the Specifications in 00180.42, and the ODOT Construction Manual, Chapter 11 - Before On-Site Work Begins. Attendees will include the CC, CPM, ODOT staff, permitting agencies, utility representatives, City of Salem Traffic section staff 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.

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

Consultant shall:

- Schedule the Pre-Construction Conference in cooperation with CC, CPM, City of Salem Traffic section, utilities and applicable ODOT staff.
- Prepare and distribute the Pre-Construction Conference agenda and minutes.
- Attend, lead, record, facilitate and participate in Pre-Construction Conference.

**Consultant Deliverables and Schedule:**

- Pre-Construction Conference Agenda - 1 electronic copy to each conference attendee and CPM 1 week prior to the scheduled conference.
- Pre-Construction Conference Minutes - 1 electronic copy to each conference attendee and CPM within 1 week after the conference.

**Task CE-2.2 Cooperative Arrangement (Partnering) (RESERVED)**

**Task CE-2.3 Quality Assurance & Contract Administration Plan**

Consultant shall prepare a Quality Assurance & Contract Administration Plan ("QA/CA Plan") for the CA/CEI Services for the Project, using ODOT form 734-2857 (as may be amended from time to time by ODOT) which is available electronically on the following website:  
<https://www.oregon.gov/ODOT/Construction/Pages/Forms.aspx>.



The QA/CA Plan must identify Consultant's certified quality assurance and construction inspection personnel and the personnel responsible for each of the major construction-related tasks identified in this CA/CEI SOW.

Consultant shall submit a draft QA/CA Plan (electronically via email) to the CPM for review and comment. County will review the draft QA/CA Plan and return any comments to Consultant within 5 business days. Consultant shall respond to County comments and revise the draft QA/CA Plan as necessary.

Consultant shall prepare the final QA/CA Plan making all required revisions per the County draft review comments. County will issue approval or return any additional comments to Consultant within 5 business days of receipt of the final QA/CA Plan. If necessary, Consultant shall revise the final QA/CA Plan to address County's additional comments.

Consultant shall make any necessary updates to the QA/CA Plan as work progresses, and submit the updated QA/CA Plan to the CPM for review and approval.

**Consultant Deliverables and Schedule:**

- Draft QA/CA Plan (form 734-2857) - Submit to CPM no later than 5 business days following the date of NTP for CA/CEI phase.
- Final QA/CA Plan (form 734-2857) - Submit to CPM within 5 business days of receiving County comments on draft QA/CA Plan.
- Updated QA/CA Plan (form 734-2857) - Submit to CPM within 5 business days of changes that require the update.

**Task CE-2.4 Construction Contract Administration**

Consultant shall provide day-to-day administration of the construction contract. Consultant shall complete contract administration tasks as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures, the Non-Field-Tested Materials Accepted Guide, the ODOT Inspector's Manual, QCCS Handbook, Qualified Products List ("QPL"), the Contract Plans and Specifications, and this CA/CEI SOW.

The County will perform periodic reviews on all Project quality, quantity, labor compliance and Civil Rights documentation. Additional reviews may be performed by ODOT's Region Assurance Specialist ("RAS") per the ODOT Construction Manual, Chapter 12B - Quality, Section 12B-3(b), and the Office of Civil Rights ("OCR") per the ODOT Construction Manual, Chapter 18 - Workforce and Small Business Equity Programs. Consultant shall resolve all documentation deficiencies noted during the periodic reviews prior to the next scheduled review. Final documentation reviews by the County, RAS and OCR Field Coordinator will be performed as directed in the ODOT Construction Manual.

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

- Issue First Notification when on-site construction work begins.
- Monitor overall budget and costs included in the Project Construction Authorization as outlined in the ODOT Construction Manual, Chapter 5 - Construction Authorization.
- 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.
- Review Contractor's Request for Subcontract Consent (form 734-1964), prepare the PM's Report on Contractor's Request for Subcontract Consent as outlined in the ODOT Construction Manual, Chapter 14 - Subcontracts, and review and approve CC's request for rental of operated equipment as outlined in Chapter 14 - Subcontracts.
- Perform Labor Compliance monitoring as required by the construction contract and the ODOT Construction Manual - Chapter 19 Labor Compliance. Tasks include, but are not limited to:
  - Develop tracking documents to verify and confirm receipt of all certified payroll reports for weeks worked from CC and all subcontractors throughout construction of the Project.

- Receive and review weekly certified payroll reports, including the signed Statement of Compliance/Certification page, from the CC and all subcontractors.
- Perform owner-operator checks.
- Request revised or corrected certified payroll reports and proof of wage payments as needed.
- Conduct interviews of CC's and subcontractors' employees at least once every six months.
- Prepare Employee Interview Report (ODOT form 734-3478).
- Prepare and sign the Project Manager's Labor Compliance Certification (ODOT form 734-1734) listing CC and all subcontractors, number of payroll reports received, and number of employees interviewed.
- Perform Equal Employment Opportunity ("EEO") monitoring as required by the construction contract and the ODOT Construction Manual. Tasks include, but are not limited to:
  - Receive and review the CC's Paid Summary Reports (ODOT form 734-2882) as outlined in the ODOT Construction Manual, Chapter 18 - Workforce and Small Business Equity Programs.
  - Receive and review CC's EEO, DBE, and OJT/Apprenticeship compliance reports, if required, as outlined in the ODOT Construction Manual, Chapter 18 - Workforce and Small Business Equity Programs.
  - Conduct Commercially Useful Function ("CUF") reviews on all DBE contractors and subcontractors as outlined in the ODOT Construction Manual, Chapter 18 - Workforce and Small Business Equity Programs.
- Prepare, submit and coordinate processing of CCO, EWO, SFO in accordance with County processes and applicable sections of the ODOT Construction Manual, Chapter 15 - Change Orders, Force Account, Work by Public Forces, and Chapter 12G - Extra Work Performed on a Force Account Basis. 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 SFOs authorized without obtaining prior review and approval by County. Only County has the authority to approve and authorize changes to the construction contract including CCOs, EWOs, or SFOs.
- Prepare, track and submit to County Force Account billings from CC.

**Consultant Deliverables and Schedule:**

- First Notification (ODOT form 734-3233) - Issue when on-site construction work begins. Submit 1 electronic copy to CPM. Also submit via email, 1 copy to the ODOT Regional Local Agency Liaison.
- Resolution of any documentation deficiencies as noted by the County or on the Documentation Review Report per the RAS review. Deficiencies must be resolved prior to next review.
- Subcontract Consent - The CC will prepare and submit a Subcontract Consent (ODOT form 734-1964) for review and approval. Within 14 calendar days after receipt of the subcontract packet from CC, Consultant shall complete the bottom area of the form to show review and approval. Forward the subcontract packet and corresponding approval per distribution list on form (there is no deliverable associated with review and approval of CC's request for rental of operated equipment).
- CC submitted EEO, DBE and OJT/Apprenticeship compliance reports and the Paid Summary Reports (ODOT form 734-2882) and submit to County monthly and as directed in the ODOT Construction Manual, Chapter 18 - Workforce and Small Business Equity Programs.
- CC submitted certified payroll reports, including the signed Statement of Certification/Compliance page, Employee Interview Reports (ODOT form 734-3478) and any wage and hour related correspondence - Submit, monitor, and provide review of documentation as directed in the ODOT Construction Manual, Chapter 19 - Labor

Compliance as Project work progresses along with following protocol provided in Task 5.4 - Submittal of Final Project Documentation.

- Draft CCO and EWO or SFO documents with supporting documents (cost estimate and justification) - Submit to CPM by date agreed to when work was requested.

#### **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. (Refer to the ODOT Construction Manual Chapter 12D Quantities).

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.

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

- 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.

#### **Task CE-2.6 Project Progress Meetings**

Consultant shall conduct periodic Project Progress Meetings with the CC and others as needed, including but not limited to, CPM, City of Salem and ODOT staff, 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
- ADA Curb Ramps
- Traffic Signals

Consultant shall:

- Schedule, attend 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 2 Consultant staff attending and 34 number of meetings are assumed, see Section E.2 Project Schedule. One meeting per month is assumed to be in person, along with the four activity-specific meetings. All other meetings are assumed to be virtual.

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

- Project Progress Meeting agendas - 1 electronic copy to each meeting attendee and CPM, 2 business days prior to scheduled meeting.
- Attendance 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.

### **Task CE-2.7 Working Drawings, Shop Drawings, and other Submittal Reviews**

Consultant shall coordinate and review construction Working Drawings, shop drawings, and other submittals submitted electronically by the CC. When electronic Working Drawings, shop drawings, and other submittals are received, Consultant shall ensure the review is complete and the Working Drawings, shop drawings, and other submittals are returned to the CC 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 CC. Consultant shall conduct submittal review in accordance with Sections 00150.35, 00150.37 and 00170.08 of the General Conditions for Construction for Marion County (v2021) and the ODOT Construction Manual, Chapter 16 - Working Drawings and Submittals.

Consultant shall:

- Maintain 1 of the as-submitted copies in the Project files
- Conduct 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, or RC = Returned for Correction.
- Include construction contract number on all Working Drawings, shop drawings, and other submittals.

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 - Working Drawings and Submittals, and the Specifications in 00150.35, 00150.37, & 00170.08:

- Traffic control plans
- Erosion control plans
- Pollution control plans
- Quality control plan and personnel
- Construction schedules (baseline and monthly updates)
- Drainage structures (manholes and inlets) Working Drawings, shop drawings, and other submittals
- Traffic signal pole submittals
- Blue or green sheet submittals for traffic signal or electrical equipment and materials
- Others as required by construction contract specifications

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

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

#### **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.

### **Task 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 the CC or 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 20 RFIs, each requiring up to 4 hours of staff time for preparation and documentation of the response.

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

- 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.

### **Task 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 SFO) to make them a part of the construction contract.

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

- 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 SFO documents with supporting documents (cost estimate and justification) - Submit to CPM at date agreed to when work was requested.

### **Task 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.

**Consultant 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)

**Task CE-2.11 Public Records Request Support (CONTINGENCY TASK)**

If authorized by CPM, Consultant shall provide support to County to review and respond to public records requests submitted by the CC, attorneys or anyone else that may have an interest in the Project, as referenced in the ODOT Construction Manual Chapter 12 Records and the ODOT Records Manual.

Requests for records may also come from other State Agencies such as the Bureau of Labor and Industries ("BOLI").

Consultant's primary review of records shall be of records in Consultant's possession or control. Consultant will not be allowed access to the records or files of County, but County may provide prescreened documents to Consultant to facilitate Consultant's Services under this task.

Consultant shall not provide any records in response to a Public Records Request or a request from another State Agency without approval from the CPM.

Consultant shall provide public records request support (as needed for the Project and subject to the other requirements set forth in this task) including but not limited to the following tasks:

- Respond to requestor for clarification and questions
- Coordinate with the CPM to determine whether litigation has been filed on the Project.
- Determine, in consultation with the CPM, which records are being requested and whether any exemptions or privileges apply to the requested records
- For Public Records Requests:
  - Provide the requestor with an initial estimate
  - Submit written estimate via email to requestor in order to receive their notice to proceed.
  - Upon receipt of requestor's notice to proceed, copy the requested records and redact any requested records on the exempted list
- For records requests from other State Agencies (e.g. BOLI requests)
  - Copy and provide requested records within the time frame specified by the requestor.

**ASSUMPTIONS FOR BUDGETING PURPOSES:** This task assumes no more than 8 hours for public records request(s) and State Agency records request(s) support. Assume up to 1 records request(s), each requiring 1 staff to do 1 day of preparation, PM review and clerical assistance.

**Consultant Deliverables and Schedule:**

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

- Providing an initial response to the requester in writing within 10 business days after receiving the request.
- Providing an initial estimate of the cost for the requestor (for Public Records Requests only)
- Providing redacted copies of the requested records to the requestor (for Public Records Requests)
- Providing the requestor copies of the records, if requested by a State Agency

### **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 and as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual.

Consultant shall have certified 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. All persons involved in performing inspection duties must be certified through ODOT's Inspection Quality Assurance Program ("IQAP") in the discipline for the work they will be inspecting. Consultant's Inspectors must be certified prior to commencement of any on-site work by the CC.

If circumstances occur that prevent the use of a Certified Inspector, Consultant may assign specific tasks to a non-certified individual. Refer to the IQAP for a list of limited duties that may be performed by non-certified personnel.

The following are the approved ODOT Inspector Certifications currently in place in the Inspection Quality Assurance Program:

- Certified Bridge Construction Inspector ("CBCI")
- Certified Environmental Construction Inspector ("CECI")
- Certified Traffic Signal Inspector ("CTSI")
- Certified General Inspector ("CGI")
- Certified Asphalt Concrete Pavement Inspector ("ACP")
- Certified Drilled Shaft Inspector ("CDSI")
- Certified ADA Inspector ("ADAI")

Consultant shall perform work zone monitoring as required by the ODOT Construction Manual, ODOT Inspectors Manual and the construction contract documents. Accordingly, Consultant shall monitor and enforce the following for compliance to construction contract requirements:

- Permit compliance during construction
- Temporary Traffic Control measures
- Temporary Pedestrian Access Route measures
- Erosion Control installation and maintenance

Consultant shall monitor the CC to verify the following deliverables are completed and submitted (to the extent the deliverables are required by the construction contract documents). If the documents are not submitted to the Consultant, then the Consultant shall take appropriate action to require compliance by the CC:

- Temporary Protection and Direction of Traffic Reports
- Erosion Control Monitoring Reports

#### **Task CE-3.1 Environmental Compliance and Mitigation Monitoring**

This task involves conducting environmental inspection site visits during the construction phase of the Project, typically to document 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 site 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 onsite conditions and construction techniques during environmental inspections 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 agency involvement or violations.
- Provide input and clarifications during construction activities to facilitate biological functioning as outlined in Project permits.

In the event that deficiencies are noted, Consultant's Environmental Specialist shall immediately bring the deficiency to the attention of the CC, CPM and ODOT Environmental 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"),
- Pollution Control Plan ("PCP")

Consultant shall conduct up to 7 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.

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

- Reviewed CC-submitted Erosion Control Monitoring Reports (ODOT 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 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 CC and 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 5.4 - Submittal of Final Project Documentation.
- Project Photography / Photo Logs - Submit with reports (when applicable) along with following protocol provided in Task 5.4 - Submittal of Final Project Documentation.

#### **Task CE-3.2 Construction Activity Monitoring**

Consultant shall monitor construction activities during construction of the Project utilizing ODOT -certified Inspectors and require compliance with the construction contract documents. Consultant shall provide inspection concurrently with the CC's operation. Consultant shall coordinate with the County when County inspector is needed to perform on-site inspections during the day. Consultant shall coordinate closely with CC to ensure on-site inspections are coordinated with the construction schedule. Consultant



shall perform inspections as detailed in the ODOT Construction Manual and the ODOT Inspectors Manual. Consultant shall prepare General Daily Progress Reports of construction for each Contract working day whether or not CC 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. As required by the ODOT Construction Manual, Chapter 12D - Quantities, Consultant shall prepare source documents ("Paynotes") for all pay items and include supporting documentation to support each payment. Consultant shall keep quantity documentation current at all times and available for County review upon request.

**ASSUMPTIONS FOR BUDGETING PURPOSES:** This task assumes no more than 977 hours for inspection.

**Consultant Deliverables and Schedule:**

- General Daily Progress Reports - Complete for each Contract working day whether or not CC is on-site. Submit to CPM as Project work progresses along with following protocol provided in Task 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 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 County as work is performed. In addition, follow protocol provided in Task 2.5 - Monthly Preliminary Progress Estimates and Task 5.4. - Submittal of Final Project Documentation.
- CC's EEO/DBE and OJT/Apprenticeship reports, if required - Submit to CPM as required by construction contract.

**Task CE-3.3 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials)**

Consultant shall document the work and Non-Field-tested materials incorporated into the Project by completing Field Inspection Reports (FIRs) as required by the ODOT Construction Manual, Chapter 12C - Quality and the Non-Field-Tested Materials Acceptance Guide. 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 Non-Field-Tested Materials Test Summary (Test Summary "A") as detailed in the ODOT Construction Manual.

Consultant shall monitor the CC's Quality Control ("QC") program for conformance with requirements of the ODOT Manual of Field Test Procedures and the construction contract documents. Consultant shall coordinate with the County to confirm that adequate verification and independent assurance ("IA") testing is performed.

County's independent testing laboratory staff will perform the verification and IA testing; it is **not** a Consultant task under this CA/CEI SOW.

Consultant shall monitor the CC's QC Program. Oversight of the QC Program is conducted by the QCCS who is experienced and certified in all areas of field material testing and documentation. According to ODOT's Technician Certification Program, the QCCS is required to maintain certification in at least the following disciplines: CAgt, CEBT, CAT 1, CDT and QCT. The QCCS is required to maintain certification in these material testing disciplines throughout the duration of all the CA/CEI Services. The QCCS shall follow the requirements of the Quality Assurance Program located in Section 2 of the ODOT Manual of Field Test Procedures and the roles and responsibilities outlined in the QCCS Handbook.

The following are the approved Technician Certifications currently in place in the Technician Certification Program:

- Certified Aggregate Technician ("CAgT")
- Certified Embankment and Base Technician ("CEBT")
- Certified Density Technician ("CDT")
- Certified Asphalt Technician I ("CAT-I")
- Certified Asphalt Technician II ("CAT-II")
- Certified Mix Design Technician ("CMDT")
- Quality Control Technician ("QCT")
- Concrete Control Technician ("CCT")
- Concrete Strength Testing Technician ("CSTT")

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 Non-Field Tested Materials and Field-Tested Materials (Test Summary "A", "B" and "B-QA") 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 and certified by ODOT's Technician Certification Program for the specific tests being monitored.
- 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 ODOT Construction Manual and the construction contract documents.
- Communicate with County's QAC to facilitate timeliness and efficiency in the verification and IA testing work and compliance with all requirements of the ODOT Manual of Field Test Procedures and contract documents.
- Compare CC's QC test results to County's verification test results to verify they are within IA parameters.
- Take appropriate action and work with CPM to resolve any discrepancies between CC's QC test results and the County verification test results.
- Prepare quality price adjustments as necessary for materials.

**Consultant Deliverables and Schedule:**

- Field Inspection Reports ("FIRs") and Non-Field-Test Summaries - Submit to County as Project work progresses along with following protocol provided in Task 5.4 - Submittal of Final Project Documentation.
- Field-Test Summaries and other Project field-tested materials quality documentation - Submit to County as Project work progresses along with following protocol provided in Task 5.4 - Submittal of Final Project Documentation.

### **Task CE-3.4 ADA Ramp 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 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 11 ADA curb ramp inspection(s). This task assumes up to 2 Preplacement Conference(s). Each Preplacement Conference is expected to last no more than 2 hours, with no more than 3 Consultant staff in attendance.

#### **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) (ODOT form 734-5020 A-G), as applicable, to County monthly upon completion of inspection and "paynote" documentation.
- Submittal of approved design exception, if applicable, accompanying the ADA Curb Ramp Inspection form(s) to County monthly upon completion of inspection and "paynote" documentation.

### **Task 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.

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

Deliverables and schedule are defined in Task CE-3.2.

## **TASK CE-4 CONSTRUCTION SURVEYING**

Consultant's 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's survey personnel shall perform all construction surveying tasks in accordance with the most recent version of the ODOT Construction Surveying Manual for Contractors, as required to ensure conformance of the Project construction with the approved plans and specifications. Consultant shall provide qualified personnel to verify the Project is constructed to the lines and grades as shown, specified, or established.

### **Task CE-4.1 Coordination, Calculations and Quality Assurance (QA) of Construction Contractor's Survey Work**

Consultant shall:

- Coordinate with APM 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, APM, and (LAPM if applicable) and others as may be appropriate.
- Coordinate with CC, APM and (LAPM 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 APM and other participants at least 4 business days prior to meeting.
- Prepare and distribute the meeting minutes to APM 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 stake-out 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. 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 five (5) 1-day site visit(s) by a 2-person survey crew for construction surveying.

**Consultant Deliverables and Schedule:**

- Pre-survey meeting agenda - Submit 1 copy to each conference attendee and the APM 4 business days prior to the scheduled meeting. Pre-survey meeting minutes - 1 copy to each meeting attendee and the APM within 1 week after the meeting.
- Memo regarding grade calculation checks - Submit via email to CC with copy to APM within 5 business days of receipt of survey data from CC.
- Memo regarding survey field checks - Submit via email to CC with copy to APM 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.

**Task CE-4.2 Construction Survey and Staking (RESERVED)****Task 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. Agency may provide monuments tied prior to construction not filed with the control, recovery and retracement survey.
- Use Agency point number range for control points and monuments.

**Consultant Deliverables and Schedule:**

Submit the deliverables below to the 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 appropriate County Surveyor's office.
- Original field notes and 1 electronic .pdf copy - Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.

#### **Task CE-4.4 Right of Way ("ROW") Monumentation**

Consultant shall document the location of the ROW lines at the completion of the Project construction. Consultant shall preserve the location of the monuments found prior to construction and shall document the ROW lines for all property acquired for the Project.

Unless otherwise approved by the Agency, Consultant shall monument the new ROW using the Boundary Method in conformance with the ODOT Monumentation Policy and the Survey Filing Map Standards (available on the Internet at <http://cms.oregon.gov/ODOT/HWY/GEOMETRONICS/Pages/documents.aspx> ). Consultant may be assigned the method of monumentation, which could be the Network Method, Boundary Method, or a combination of both methods which are defined in the ODOT Monumentation Policy.

Consultant shall set control and ROW monuments, as applicable, within 60 calendar days after issuance of Second Notification.

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

Submit the deliverables below to the CPM.

- AutoCAD file displaying the control and monuments as applicable - Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.
- Civil3D alignment file with centerline(s), control and monument data, and report of alignment(s) showing coordinates, bearing, stations, etc., per Civil 3D standard reports - Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.
- Final report of monument station and offset relationship to the alignment(s) - Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.
- Agency ROW files and copies of all deeds, court judgments, etc., from the appropriate County - Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.
- Original field notes and 1 copy in .pdf format - Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.
- Final ASCII file of all control and monument points set - Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.

#### **Task CE-4.5 Monumentation Survey Filing Map (SFM)**

Consultant shall create SFM in accordance with County and ORS 209 requirements. Consultant shall ensure preservation of existing survey markers in conformance with Chapter 6.2 of the ODOT Construction Survey Manual for Contractors.

Consultant shall monument any newly acquired ROW in accordance with Survey Filing Map Standards for Right of Way Monumentation.

Consultant shall submit the survey to the County for filing on archival Mylar or acceptable media per County requirements.

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

Consultant shall:

- File the SFM at the Marion County Surveyor's office within 45 calendar days after setting monuments.

Submit the deliverables below to the CPM.

- Final recorded SFM and narrative regarding methodologies used - Submit within 14 calendar days after recording of the SFM with the Marion County Surveyor's office.

## **TASK CE-5 PROJECT CLOSE-OUT**

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

### **Task CE-5.1 Final Inspection(s) and Submittals**

Consultant shall issue Second Notification when all on-site bid item and CCO, EWO and SFO work is completed per the Specifications, in 00150.90(a) and 00180.50(g) (Refer to the ODOT Construction Manual, Chapter 13 - Contract Time.)

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, County and ODOT Regional Local Agency Liaison 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 and ODOT Regional Local Agency Liaison for a follow-up to the Final Inspection.
- Prepare and send the Recommendation of Project Acceptance (ODOT form 734-1384) to CPM, once CC has satisfactorily completed all construction contract work and fulfilled its obligations concerning Project documentation. (Refer to the ODOT Construction Manual, Chapter 36 - Acceptance of Project.)
- Issue Third Notification to CC after all construction contract work and inspections are complete, and all required documentation is submitted per Oregon Standard Specifications for Construction, according to the Specifications in 00150.90. (Refer to the ODOT Construction Manual, Chapter 40 - Third Notification.)

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

- Second Notification - due within 2 business days of completion of on-site work. Submit 1 electronic copy to CPM. Also submit via email, 1 copy to ODOT Regional Local Agency Liaison.
- Recommendation of Project Acceptance (ODOT form 734-1384) - Submit electronic copy to CPM upon completion of final inspection per Construction Manual Chapter 36.
- Third Notification - due within 2 business days of completion of all construction contract work. Submit 1 electronic copy to CPM. Also submit via email, 1 copy to ODOT Regional Local Agency Liaison.

### **Task 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.

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

- 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.

### **Task CE-5.3 Structure Load Rating (RESERVED)**

### **Task CE-5.4 Submittal of Final Project Documentation**

Consultant shall:

- Organize and submit the final Project quality, quantity and labor compliance documentation to the County.
- Review documentation with County's QAC and the ODOT RAS.
- 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.
- Perform a final review and submit the final labor compliance documentation to the County for acceptance.
- Complete any quality, quantity and labor compliance documentation associated with plant establishment work completed after the final Project documentation has been submitted for County review and documentation Acceptance (within 14 calendar days after the plant establishment work has been completed).
- Prepare and submit electronically, all certified payroll reports, including the signed Statement of Certification/Compliance page, Employee Interview Reports (ODOT form 734-3478), and Project Manager's Certification of Labor Compliance (ODOT form 734-1734) for the plant establishment work for CPM review and Acceptance (within 14 calendar days after the plant establishment work has been completed).

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

- All final Project quality, quantity and labor compliance documentation, excluding documentation related to plant establishment work. The documents must be submitted electronically to the County within 60 calendar days after Second Notification.
- All Project quality, quantity and labor compliance documentation related to plant establishment work. The documents must be submitted electronically to County within 14 calendar days after plant establishment work.

## **E.2 PROJECT SCHEDULE**

### **Schedule Assumptions**

The Project is scheduled for a March 29, 2022 bid opening for the CC. It is anticipated that the CC will receive NTP no later than May 24, 2022. County shall issue the CC Notice of Award and NTP in accordance with the Specifications in Section 00130.

- All construction work, with the exception of plant establishment work is assumed to be completed by September 28, 2022.
- 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 September 30, 2022.
- Third notification to the CC is assumed to be issued on or before December 31, 2022.

## **F. CONTINGENCY TASKS**

The table below is a summary of contingency tasks that County, at its discretion, may authorize Consultant to produce. Details of the contingency tasks and associated deliverables are stated in the task section of this CA/CEI SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) NTP issued by County's CPM. If requested by County, Consultant shall submit a detailed cost estimate (within the NTE amount(s) in the Contingency Task Summary Table) for the agreed-to contingency Services within the scope of the contingency task.

If County chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, due date for completion, and agreed-to NTE 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 a fully executed amendment. 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	(UNIT) NTE	MAX QUAN.	METHOD OF COMP.	CONTINGENCY NTE AMOUNT
Task CE-2.9 Design Modifications	\$ 17,178.69	1	T&M	\$ 17,178.69
Task CE-2.10 Claim(s) Support	\$ 10,785.51	1	T&M	\$ 10,785.51
Task CE-2.11 Public Records Request Support	\$ 897.42	1	T&M	\$ 897.42
Task CE-3.5 Additional Construction Activity Monitoring	\$ 19,583.06	1	T&M	\$ 19,583.06
Task CE 4.3 Locate, Recover and Reference Monuments	\$ 2,525.27	1	T&M	\$ 2,525.27
<b>Total NTE For All Contingency Tasks:</b>				<b>\$ 50,969.95</b>

**AMENDMENT NO. 1 TO  
CONTRACT NO. PW-3275-20**

1. This is Amendment No. 1 to Contract No. PW-3275-20 (as amended from time to time) between Marion County, hereafter called County, and Quincy Engineering, which the Parties agree is synonymous with the defined term "Contractor" or "Consultant" as referenced in the Contract.
2. The Contract is hereby amended as follows:
  - A. Terms and Conditions 1 is modified to change the contract expiration date from December 31, 2021 to **March 31, 2022**.
  - B. Exhibit A - Statement of Work is replaced in its entirety by the revised Exhibit A attached.
  - C. Exhibit B - Compensation, Section A (1) is modified to change the dollar amount for T&M non-contingency Services from \$771,401.65 to **\$678,756.29**.
  - D. Exhibit B - Compensation, Section L is modified to change the final BOC (dated December 19, 2019) to the final BOC (**dated April 14, 2020**).
  - E. Exhibit J - Contact Information and Key Persons is modified to change the County's Project Manager (CPM) to Mark Foster, EIT, phone: 503-373-4307, email: [mafoster@co.marion.or.us](mailto:mafoster@co.marion.or.us) and to change the County Contract Administrator for contractual matters to Tim Beaver, Contracts Specialist, phone: 503-365-3100, email: [tbeaver@co.marion.or.us](mailto:tbeaver@co.marion.or.us).
3. 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.
4. Amendment Information Table:

Project Title: Lancaster Dr: Center St to Monroe Ave		County Project Number: 104873	
Project Location: Lancaster Dr (Salem)		Associated RFP Number: PW612-19	
Federal Aid Number: C047088		DBE Goal: 8.5% (see Exhibit E)	
A. Prior total Not-to-Exceed ("NTE") amount for this Contract (including any previous amendments and contingency amounts).			\$ 812,059.66
B. Net amount for this Amendment			\$(71,605.36)
C. 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) \$61,698.01 for contingency tasks, each of which must be separately authorized by City.			\$ 740,454.30

**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 Amendment and that:**

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

- (2) Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- (3) Consultant understands and has provided to all Associates the COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/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.
- (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 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.

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 City.

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

**CONSULTANT SIGNATURE(S)**

Signature: Karen A Tatman Date: 4/29/2020  
 Name: Karen A Tatman Title: Principal Engineer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_

**MARION COUNTY SIGNATURES**

Authorized Signature: Brian Nichols Date: 4/20/2020  
 Department Director or designee  
 Authorized Signature: John Fiebig Date: 4/23/20  
 Chief Administrative Officer  
 Reviewed by Signature: James E. Vetter Date: 4/22/20  
 Marion County Legal Counsel  
 Reviewed by Signature: Camille Schlag Date: Apr. 21, 2020  
 Marion County Contracts & Procurement

## EXHIBIT A - STATEMENT OF WORK

### A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

This Project will combine four key improvements into one project: (1) rehabilitate the street cross-section (four travel lanes and bike lanes) to restore the pavement condition and flatten slopes, (2) replace curb and sidewalk with new ADA-compliant facilities, (3) consolidate and rebuild accesses with acceptable grades to improve safety and traffic flow in and out of commercial properties, and (4) modify the existing traffic signal at Auburn Road to meet current ADA standards for pedestrian signals.

The proposed solution maximizes cost effectiveness through the use of full depth pavement repair only where needed combined with maintenance and/or leveling overlay to correct the road cross slope and driveway grades without impacting existing underground utilities or removing sections of roadway base that can be made serviceable in-situ.

**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 I – Preliminary Engineering and Final Design (PS&E);
- Phase II - Construction Contract Administration, Construction Engineering and Inspection ("CA/CEI").

This Statement of Work addresses the first Phase 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;
- Coordinate with ODOT for approval of NEPA documentation and right of way activities.

### Acronyms and Definitions

AASHTO	American Association of State Highway and Transportation Officials		NEC	National Electric Code
ADA	Americans with Disabilities Act		NEPA	National Environmental Policy Act
APE	Area of Potential Effect		NTE	Not to Exceed
County	Marion County		NTP	Notice to Proceed
CFR	Code of Federal Regulations		OCR	ODOT Office of Civil Rights
CPM	Marion County's Project Manager		ODOT	Oregon Department of Transportation
DAP	Design Acceptance Package		OAR	Oregon Administrative Rules

DBE	Disadvantaged Business Enterprises		ORS	Oregon Revised Statutes
DEQ	Oregon Department of Environmental Quality		PDT	Project Development Team
DOE	Determination of Eligibility		PM	Consultant's Project Manager
DTM	Digital Terrain Model		POR	Professional of Record
EEO	Equal Employment Opportunity		PS&E	Plans, Specifications and Estimates
ESA	Endangered Species Act		QA	Quality Assurance
FAHP	Federal-Aid Highway Program		QC	Quality Control
FOE	Finding of Effect		ROE	Right of Entry
FHWA	Federal Highway Administration		ROW	Right of Way
IGA	Intergovernmental Agreement		SHPO	State Historic Preservation Office
LAL	ODOT Local Agency Liaison		SOW	Statement of Work
LPIF	Letter of Public Interest Finding		SUL	ODOT's State Utility Liaison
MUTCD	Manual on Uniform Traffic Control Devices			

## B. STANDARDS and GENERAL REQUIREMENTS

### 1. Standards

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

- AASHTO Geometric Design of Highways and Streets, 2018
- AASHTO Roadside Design Guide, 2011
- Manual on Uniform Traffic Control Devices (MUTCD), 2009
- AASHTO Guide for Design of Pavement Structures, 1993
- ODOT Pavement Design Guide, Current Edition
- ODOT Geotechnical Design Manual, Current Edition
- ODOT Traffic Signal Design Manual, Current Edition
- City of Salem Engineering Standards applicable to Traffic Signals
- Marion County ADA Design and Inspection Guidelines, July 2019

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

### 2. Software and Format Requirements

Software standards and formats include but are not limited to the following:

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by County.
- Consultant shall submit draft and final deliverables in electronic format via e-mail (and hard copy if requested).
- Consultant shall also submit any graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by County.
- Consultant shall submit final design plans in AutoCAD Civil 3D .dwg format. The design plans must also be submitted in .pdf format.

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

**3. Professional Licenses, Registrations and Qualifications**

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

**4. General Requirements**

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

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

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

**D. PROJECT COOPERATION**

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

- a. At the first indication of non-cooperation, Consultant shall provide written notice to County's Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the Statement of Work.
- b. County's Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and expedite items determined to be delaying Consultant/project.

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

## **E. TASKS, DELIVERABLES and SCHEDULE**

### **TASK 1 PROJECT MANAGEMENT**

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

#### **1.1 Administration & Record Keeping**

Consultant shall:

- Prepare a Project design schedule using the Critical Path Method. The Project schedule must include, but is not limited to: all major authorized tasks as agreed upon by the Parties, Project design team meetings, and milestones (type and date) specified in this SOW and required to complete all Services under this contract. Updates to the Project schedule shall be made during the course of the Project if milestone dates are modified. For budgeting purposes, it is assumed that up to 2 Project schedule updates will be necessary;
- Prepare invoices and progress reports according to the Invoice Requirements Guide referenced in the contract under Section H.5 - Invoices. Each progress report must:
  - Include a summary of previous period's activities and the planned activities for the upcoming period;
  - Identify percentage completed of each Task/Deliverable;
  - Reconcile the budget with the actual amount billed to date;
  - Identify unresolved issues and concerns that may affect the SOW, schedule and/or budget for Services.

For budgeting purposes, it is assumed that up to (15) 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.

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

Consultant shall provide:

- Project Design Schedule submitted within 7 calendar days of NTP. Submit electronically (MS Project and .pdf) to the County's Project Manager (CPM).
- Updated Project Design Schedule, as necessary, via timeline agreed to by CPM. Submit electronically (MS Project and .pdf) to the CPM.
- Progress reports and invoices submitted electronically to CPM no later than the 10<sup>th</sup> 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, ODOT staff, and regulatory agency staff, if necessary throughout the contract, to gather any additional information needed for the Project, Project site, regulations and guidance;
- Provide overall management, direction and coordination of staff (including sub-consultants) to include any necessary internal Consultant staff meetings;

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

Consultant shall provide:

- On-going coordination and communication as needed to appropriately manage the Services

under this contract (no tangible deliverables for this task).

### **1.3 Project Meetings**

#### **1.3.1 Project Kickoff Meeting**

Consultant shall organize, conduct, prepare for and attend a Project kickoff meeting. The Project kickoff meeting will be held at Marion County Public Works with ODOT representatives, County staff, 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 and 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. For budgeting purposes, it is assumed that up to 6 Consultant staff shall attend the 2 hour Project kickoff meeting.

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

Consultant shall organize, conduct, prepare for and attend up to 6 Project Development Team (PDT) Meetings and 18 check-in meetings; 9 via telephone and 9 in-person or via telephone. Each of the in-person PDT meetings will be held at Marion County Public Works with ODOT representatives, County staff, Consultant's PM and other necessary Consultant staff in attendance or via telephone. Consultant shall prepare the meeting agenda with input from the County. Consultant shall prepare draft and final meeting minutes to be distributed to County, ODOT and all other meeting participants. For budgeting purposes, it is assumed that up to 2 Consultant staff shall attend each in-person or via telephone PDT meetings. Up to 2 Consultant staff shall participate in the telephone and in-person check-ins.

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

For each meeting, Consultant shall provide:

- PDT Meeting agenda submitted electronically to CPM and all other meeting participants 2 business days prior to meeting.
- Draft PDT meeting summary submitted electronically to CPM and all other meeting participants within 5 business days of meeting.
- Final PDT meeting summary submitted electronically to CPM and all other meeting participants within 5 business days of receipt of County comments.
- No formal agenda or summary will be prepared for check-in meetings.

### **TASK 2 SURVEY**

Consultant shall survey this Project for the areas as described in Task 2.1 below. Deliverables are to be scheduled as per Task 1 Project Management.

#### **2.1 Additional Topographic Surveys and ROW Centerline Resolution**

Consultant shall perform additional field surveys to extend the limits of the County-provided basemap and DTM data.

Additional basemap and dtm data areas shall include:

- Supplemental data at driveways (during or after DAP)

Consultant shall also verify the centerline monument recovery and right of way widths along Lancaster Dr. Consultant shall resolve the R/W centerlines alignments along Lancaster Drive from Center Street to Monroe Avenue.

A pre-construction record of survey is not required as part of this Statement of Work.

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

Consultant shall prepare and provide:



- Text file containing: Point number, northing, easting, elevation, description
- Updated base map in Civil 3D 2018 format within 2 weeks of field work completion

### **TASK 3 ENVIRONMENTAL SERVICES**

Consultant shall complete necessary field and literature investigations to provide the County and ODOT environmental documentation and permits required for completion of this Project. Consultant shall complete the following environmental investigations, documentation, and permits for this Project, unless marked as a CONTINGENCY TASK, which Consultant shall complete only following County and Consultant's written agreement on cost and receipt of NTP from County:

- ESA Determination of No Effect
- Historic Baseline Report
- DOE/FOE (contingency)
- Hazardous Material Survey Assessment Erosion and Sediment Control Plan

The following required environmental tasks shall be completed by the County:

- Schedule and conduct two community open house meetings
- Public outreach documentation

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

Consultant 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.

#### **3.1 NEPA Categorical Exclusion ("CE") and Programmatic CE ("PCE") and Supporting Documentation (RESERVED)**

#### **3.2 Archaeological Resources (RESERVED)**

#### **3.3 Historic Resources**

All historic sub tasks must be completed by professional historians who meet the Secretary of the Interior's professional standards for architectural history and/or history (36 CFR 61, Appendix A) and who have been "qualified" through the ODOT Cultural Resources Consultant Qualification Training Program.

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

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

The Historic Resources Baseline Report must include, but is not limited to:

- Project description and a description of the APE;
- Photographs of resources that are 45 years old or older;
- Descriptions of historic resources that are 45 years old or older, including a discussion of each potential NRHP eligibility (A-D); and
- Map that identifies the location of each potential historic resource within the APE It is anticipated that up to 10 resources will be identified in the baseline report.

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

Consultant shall prepare and submit:

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

### **3.3.2 Section 106 Determination of Eligibility (DOE) (Contingency)**

A DOE is a finding that a property meets the eligibility criteria (A-D) for inclusion in the NRHP. A DOE shall include a brief physical description, history, context, significance, map (the historic boundary included) and photographs of resources that possess integrity of one or all of the following: location, design, setting, materials, workmanship, feeling, and association. If requested by Agency staff, then Consultant shall prepare draft and final DOE Reports for each historic resource that is considered potentially eligible for the NRHP. For authorized DOE Report(s), Consultant shall also prepare a Project Submittal Letter in Agency-approved format.

Consultant shall prepare each DOE using the most recent ODOT form. The DOE must include but is not limited to:

- Physical description of the resource and contributing and non-contributing features, including the history and context of the resource, the design, setting, materials, workmanship, feeling, and association;
  - Map showing the location and orientation of the resource and its historic boundary; and
  - Photographs of the resource, including historic photographs and current photographs.
- DOE will be prepared for up to 5 resources. Agency Cultural/Historic Resource Specialist will transmit the final DOE(s) to SHPO and will obtain the necessary concurrence documentation from SHPO.

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

Consultant shall prepare and submit:

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

### **3.3.3 Section 106 Finding of Effect ("FOE") (Contingency)**

Following coordination with ODOT staff, Consultant shall prepare a FOE Report for each resource that is listed or has been determined eligible for the NRHP following the format provided by the Agency (including coordination of public outreach). The FOE Report shall include a narrative assessment of the potential effects of the Project to the historic resource's qualities that make it significant and/or eligible or listed. Consultant shall include in the FOE Report a discussion of the alternatives to avoid or minimize adverse effects. When requested by ODOT, Consultant shall coordinate with the Project Designer or Project Team Leader to discuss available options to avoid or minimize adverse effects to listed or eligible historic resources. Consultant shall coordinate with ODOT to ensure that FHWA concurs with the proposed FOE on the resources prior to transmittal to SHPO. A Project Submittal Letter must be submitted with an FOE Report.

Consultant shall coordinate with ODOT to obtain FHWA concurrence with the proposed FOE on the resource(s), prior to submittal to SHPO.

Consultant shall prepare FOE using the most current ODOT form. The FOE(s) must:

Assess the Project's effects on the historic resource including: physical destruction or damage; alteration or rehabilitation; removal; change of setting; introduction of visual, atmospheric or audible elements; neglect of a property; or transfer or sale of ownership; and

Discuss alternatives to avoid or minimize adverse effects to the resource.

FOE(s) will be prepared for up to 5 resources. Agency Historic Resource Specialist will transmit the final FOE(s) to SHPO and will obtain the necessary concurrence documentation from SHPO.

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

Consultant shall prepare and submit:

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

### **3.4 Hazardous Materials**

This work is intended to identify potential sources of environmental contamination (hazardous waste, hazardous substances, toxic substances and other hazardous materials regulated under federal and State statutes and regulations/administrative rules) that could impact the Project. The results of initial research indicated the presence of at least three leaking underground storage tank sites and one state cleanup site adjacent to the API. Groundwater beneath the API is expected to be encountered at depths of less than 10 feet below grade.

#### **3.4.1 Hazardous Materials Corridor Assessment ("HMCA")**

Consultant shall perform the HMCA within the Project area of project impact ("API") and according to accepted environmental procedures as outlined in the Hazardous Waste Guide for Project Development (1990), by the *American Association of State Highway and Transportation Officials (AASHTO)* Special Committee on Environment, Archaeology and Historic Preservation, and the 2010 ODOT Hazardous Materials Program Procedures Guide available on the Agency website at:

<https://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/docs/HazMat/HazMatProgramProcedures1.pdf>

Consultant shall prepare the HMCA report per the most recent version of the Agency Level 1 Hazardous Materials Corridor Study report template.

Consultant shall:

- Review available federal and State environmental records for hazardous waste generators, documented leaking or permitted underground storage tanks ("USTs"), sites with known or suspected releases, landfill sites, and Superfund sites using government web-based databases or using a commercial database search report. Consultant shall use the search radii set forth in American Society for Testing and Materials ("ASTM") Standard E1527-13 for these database searches. Consultant shall review DEQ files for all sites that could impact the Project Corridor to determine the nature and extent of contamination.
- Conduct a site reconnaissance of the Project API that consists of systematically traversing the Project API and viewing adjacent properties from roadways and public access areas. Consultant shall include photographs documenting Project API observations in the HMCA Report. Consultant shall use the reconnaissance to identify potential sources of contamination that could impact the proposed Project during construction or that could result in local Agency acquiring contaminated property.
- Conduct historical research to assess past uses of the Project API and adjacent properties starting in 1920 and at 10-year intervals to present time. Consultant shall note data gaps in the HMCA report. Consultant shall make recommendations for additional research if the historical resources are insufficient in describing the Project API land use history for the last fifty years. The historical research must include a review of historic aerial photographs and at least one or more of the following:
  - Sanborn Fire Insurance maps
  - Historic property ownership/occupancy records

- Interview available key Agency personnel familiar with the site history
- Review chain-of-ownership documents if provided by Agency
- Contact County Maintenance and Engineering staff to get an accounting and records relating to prior maintenance activities that have occurred in the Project area that may relate to hazardous materials.
- Prepare an AASHTO Initial Site Assessment Checklist according to AASHTO guidelines. Consultant shall incorporate the checklist into the HMCA Report.
- Prepare a draft and final HMCA Report to include a description of field observations, information from state and federal environmental databases, DEQ file review information, historic land use; a scaled map showing the location of all identified potential sources of contamination and sample locations and depths (as applicable), photographs, copies of historic data, copies of state and federal databases, results of any testing, and any other relevant documentation. The Report must include conclusions that identify specific sources of contamination that could impact the Project or the proposed construction work and recommendations for further investigation or remediation. Consultant shall use the Agency's report template to structure the Report.

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

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

Consultant shall prepare and submit:

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

#### **3.4.2 Surface and Subsurface Soil Samples (Contingency)**

Consultant shall collect up to 4 surface and subsurface soil samples during the Corridor Study Site visit from areas where ground disturbance is proposed. Consultant shall design sample locations and depth to provide adequate characterization for management of such soils during construction. Consultant shall submit soil samples to an ORELAP accredited laboratory for analysis of contaminants consistent with observed, suspected, and historic land uses, and potential for spills. These analyses may include, but not be limited to gasoline, diesel, and heavy oil-range hydrocarbons, VOCs, PAHs, the 13 priority pollutant metals, pesticides and herbicides, and PCBs. If Consultant is completing a Clean Fill Determination for site soils, the laboratory results must meet detection limits that are equal to or less than the DEQ established Clean Fill Standards to the greatest extent practicable (<https://www.oregon.gov/deq/Filtered%20Library/IMDcleanfill.pdf>). Results of testing shall be included in HMCA Report.

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

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

#### **3.5.1 Endangered Species Act (ESA) No Effect Memorandum**

When the Agency determines or approves Consultant's determination that a proposed action will not affect state or federal ESA listed or proposed species or critical habitat, a No Effects Memorandum ("NE Memo")

is prepared to document compliance with the state and federal ESAs. The NE Memo must be completed by an ESA qualified biologist as described above.

Consultant shall:

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

**Consultant Deliverables and Schedule:**

Consultant shall prepare and submit:

- One electronic PDF copy of the Draft No Effect Memo to CPM for review per Task 1 Project Design Schedule.
- One electronic PDF copy of the Final No Effect Memo to CPM within 2 weeks following receipt of draft review comments.
- One electronic PDF copy of the Draft construction special provisions relevant to NE determination to CPM for review per Task 1 Project Design Schedule.
- Final construction special provisions relevant to NE determination to CPM within 2 weeks following receipt of draft review comments.

**3.5.2 Federal-Aid Highway Program (“FAHP”) ESA Programmatic Documentation (Contingency)**

Consultant shall coordinate and document compliance with the federal ESA for NMFS trust species using the Federal-Aid Highway Program (“FAHP”) Programmatic. All documentation for the Project design phase must follow procedures contained in the most recent version of the ODOT FAHP Programmatic User’s Guide available on the ODOT Biology ESA website. FAHP ESA programmatic documentation must be completed by an ESA qualified biologist as described above.

Consultant shall:

- Coordinate with the Agency biologist to complete the FAHP Project Stakeholder list for the FAHP Initiation Form.
- Utilizing the latest template available on the FAHP Programmatic website, prepare and submit the Project Initiation Form to the Agency Regional Environmental Coordinator (“REC”) for the Project.

- Contact the Agency biologist via phone or email for site-specific information on ESA species including but not limited to background reports and ORBIC special status species lists.
- Review all ESA information provided or obtained.
- Facilitate and attend 1 site visit with the County, Agency, and NMFS to discuss Project impacts, applicable FAHP Programmatic standards, and possible modifications to the Project to meet FAHP Programmatic standards; Consultant shall prepare site visit meeting notes that include topics discussed and recommendations.
- Prepare and submit all required FAHP Programmatic forms to the Agency REC for the Project, utilizing the latest templates available on the Agency ESA website. In addition to the Initiation Form detailed above, the following forms may be required as part of the FAHP Project Notification documents:
  - Notification Form
  - Additional Info
  - Additional Stormwater
  - Change Form

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

Consultant shall prepare and submit:

- Draft site visit meeting notes (1 electronic MS Word copy) within 5 business days of meeting.
- Final site visit meeting notes (1 electronic PDF copy) within 5 business days of receiving County and Agency comments.
- Draft FAHP Project Initiation Form for Agency review within 2 weeks of FAHP initiation site meeting.
- Final FAHP Project Initiation Form for Agency approval within 1 week of receiving County and Agency comments.
- Draft FAHP Project Notification documents for Agency review with Advance Plans.
- Final FAHP Project Notification documents for County and Agency approval no later than 2 weeks after receiving County and Agency comments.

### **3.6 Wetland and Water Resources (RESERVED)**

### **3.7 Environmental Permits and Clearances (RESERVED)**

## **TASK 4 PUBLIC INVOLVEMENT SUPPORT**

Consultant shall assist County, 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 Plan (RESERVED)**

### **4.2 Public Involvement Meetings**

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

- community open house at approximately 30% design and 80% design.

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

- meeting agenda,
- project fact sheets,
- aerial graphics,
- roll maps,
- project drawings

- PowerPoint presentation

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.

**Consultant Deliverables and Schedule:**

Consultant shall:

- Provide written meeting summaries within 5 working days of each meeting to CPM.
- Provide one set of documents, as bulleted above, to be presented at each meeting.

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

### **TASK 5 UTILITIES**

Consultant shall support County in utility relocation coordination. This work includes assisting the County with identifying utilities that may be in conflict with the Project work and reviewing utility relocation plans provided by the County Utility Coordinator. It is assumed that up to seven utility owners have facilities located within the project limits.

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

The County will coordinate with utility companies to obtain utility system mapping information from utilities located within the Project limits. Consultant shall incorporate utility mapping and/or utility pothole information for verification of utility size and depth into the project base map.

If requested by the County, Consultant shall attend up to 3 Utility Coordination Meetings at the County office or at the project site.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Coordination and communication to assist County Utility Coordinator
- Updates to the survey base map to reflect existing utility information provided by the utility owner through the County.
- Attendance at Utility Coordination Meeting with County and Utility owner(s).

#### **5.2 Utility Report (RESERVED)**

#### **5.3 Utility Coordination Meetings (RESERVED)**

#### **5.4 Utility Relocations**

Consultant shall assist the County Utility Coordinator in their efforts to develop and execute a plan for relocating utilities to resolve conflicts with the Project design. As part of that effort, Consultant shall:

- Prepare conflict maps
- Review Conflict Notices prepared by the County
- Review Utility Relocation Plans and Relocation Time Requirement Letters prepared by the County

##### **5.4.1 Utility Conflict Maps**

Consultant shall evaluate the roadway design using the utility location information provided by the County as obtained from the utility owners/operators and identify potential conflicts. For those utilities where a conflict is anticipated, Consultant shall prepare an exhibit showing the conflict for use by the County in coordinating with the utility owner.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Utility conflict maps (to scale pdf) within 2 weeks of County's request.

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

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

Consultant shall review Conflict Notices to the utility owners prepared by the County for consistency with the roadway design.

Consultant shall review utility relocation plans prepared by utility companies and provided to the consultant by the County and provide comments on completeness and accuracy.

Consultant shall incorporate information from Time Requirement Letters (second notice) to each utility owner into the project special provisions.

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

Consultant shall provide:

- Comments on Conflict Notices within 1 week of receipt.
- Comments on utility relocation plans within 2 weeks of receipt.
- Incorporate Time Requirement Letter(s) submitted to each utility into deliverables for Tasks 15.2 and 15.3.

#### **5.5 Utility Reimbursement (RESERVED)**

#### **5.6 Utility Certification (RESERVED)**

### **TASK 6 PAVEMENT SERVICES**

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

- Areas of pavement rehabilitation.

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

##### **Data Review:**

Consultant shall review available existing information to evaluate the following:

- Pavement construction history

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

- Existing published and unpublished literature from ODOT/County/City records
- Previous geology and/or geotechnical reports from ODOT, federal, city, county, or other officials, consultants, groups or individuals pertinent to the Project
- As-built roadway plans (as available)
- Maintenance records

##### **Reconnaissance:**

Consultant shall conduct a pavement reconnaissance of the site consisting of up to 2 separate site visits. Consultant shall identify the general condition of the existing pavement.

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).
- Identify site constraints, staging concerns (for construction), and environmental considerations

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



Information from this task shall be incorporated into deliverables for Tasks 6.2, 6.5 and 6.6.

## **6.2 Exploration and Testing Work Plan (ETWP) (Contingency)**

Consultant shall prepare an Exploration and Testing Work Plan (ETWP) prior to beginning field work. No field work is to be performed, other than initial site reconnaissance, before review and approval by Agency and LPA of the ETWP.

The ETWP shall address the proposed drilling (borings and cores), cone penetration test (CPT) probes, test pits, and drive probe locations; site access; exploration and sampling procedures; preliminary laboratory testing plan; safety plan; and the traffic control plan. The traffic control plan must address minor road encroachments as well as lane and/or shoulder closures for activities associated with cores, borings, CPT probes, test pits, and drive probes, and restoration of pavements, shoulders, and other areas disturbed due to subsurface exploration activities, including erosion control measures.

Consultant shall obtain required Right-of-Entry Agreement(s) from the property owner(s) under Task 14.1 prior to beginning field work.

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

Consultant shall provide:

- ETWP in MS Word format at least 5 business days prior to beginning field work to CPM

## **6.3 Geotechnical and Pavement Explorations (Contingency)**

Consultant shall conduct field investigation work in accordance with the most current versions of the ODOT Geotechnical Design Manual and the ODOT Pavement Design Guide.

All field explorations shall be performed in conformance with the approved ETWP developed in Task 6.2. When possible, Consultant shall coordinate traffic control and other subcontractors, such as drillers, to provide exploration services for both pavement and geotechnical explorations concurrently.

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

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

The pavement field investigation program will include:

- Pavement core explorations
- Dynamic cone penetrometer testing in core explorations
- Shallow boring or soil probe explorations
- Visual condition survey of the existing pavement
- Rut depth measurement of the existing pavement

The anticipated pavement tests and/or explorations to be performed for the Project are shown in the following table:

TEST METHOD	EST #	TEST INTERVAL(S)
Pavement Core Explorations	8	To be determined

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.

Consultant shall perform the exploration work while following additional requirements as follows:

- Boring locations that have restrictions must be performed in conformance with the permit requirements.
- Collect the drill cuttings and drilling mud in sealable steel drums and remove from the site, unless otherwise coordinated with Agency or LPA.
- The borings must be abandoned and backfilled according to Oregon Water Resources Department (OWRD) regulations.
- All borings and core holes through pavement must be patched with cold patch asphalt emulsion, quick set PCC, or as approved by Agency or LPA.
- Core samples of the pavement must be retrieved using a diamond bit core drill.
- Pavement cores must be logged according to the ODOT Pavement Design Guide and photographed for inclusion in the report.

County will gather the appropriate traffic information for the Consultant to compute the 18-kip equivalent single axle loads (ESALs) within the project limits. Compute the ESALs as required by the ODOT Pavement Design Guide. Consultant shall estimate the growth rate based on available traffic forecasts and shall acquire the traffic data for ESAL calculations by conducting classified traffic counts or using data from the County.

**Consultant Deliverables and Schedule:**

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

**6.4 Laboratory Testing (Contingency)**

Consultant shall perform laboratory tests on disturbed and/or undisturbed soil samples obtained from the explorations in order to:

- Characterize the subgrade and subsurface soils
- Develop engineering soil parameters for the pavement design
- Assist with determining engineering geologic unit boundaries
- Check field soil classification.

The laboratory testing program shall be performed in accordance with standard ASTM and Agency practices to include the following:

- Moisture/density;
- Gradation (minus No. 200 sieve wash).

**Consultant Deliverables and Schedule:**

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

**6.5 Pavement Design Report**

Consultant shall prepare a Pavement Design Report to provide recommendations for pavement repair and pavement thickness minimums for areas of grinding. Consultant shall provide pavement rehabilitation recommendations.

Pavement rehabilitation recommendations shall be performed in accordance with the most current version of the ODOT Pavement Design Guide.

No more than one Draft Pavement Design Report will be submitted.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Draft Pavement Design Report in MS Word and PDF format to be incorporated into DAP delivered under Task 13.
- Final Pavement Design Report in PDF format to CPM within 3 weeks of receipt of

comments from the County.

## **TASK 7 HYDRAULICS RELATED SERVICES**

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

### **7.1 Hydraulic Site Investigation (RESERVED)**

### **7.2 Hydrologic Analysis (RESERVED)**

### **7.3 Hydraulic Analysis (RESERVED)**

### **7.4 Hydraulics Report (RESERVED)**

### **7.5 Stormwater Management Design (RESERVED)**

### **7.7 Stormwater Operation and Maintenance (O&M) Manual (RESERVED)**

### **7.8 Temporary Water Management Design (RESERVED)**

### **7.9 Floodplain Impact Analysis (RESERVED)**

### **7.10 Storm Drain System Design**

Consultant shall evaluate the existing storm drain system to identify locations where drainage inlets are to be relocated as a result of other project improvements. The existing pipe network will not be evaluated for its existing condition of for any increase in capacity. Design is limited to revisions of existing drainage inlet locations and the pipes connecting to them.

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

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

Consultant shall provide:

- 30% Drainage plans and cost estimate included in DAP (Task 13)
- Advance Drainage 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 TRAFFIC ENGINEERING & MANAGEMENT**

Consultant shall provide a 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 (Pedestrian Signal)**

Consultant shall prepare plans, specifications and construction cost estimate ("PS&E") for the modification of the existing traffic signal to meet ADA standards for pedestrian crossings at the following location:

- Intersection of Lancaster Drive and Auburn Road

All traffic signal plans and specifications must conform to Manual on Uniform Traffic Control Devices ("MUTCD"), ODOT, City of Salem, and National Electric Code ("NEC") standards as applicable. Plans and specifications shall include locating pedestrian push buttons to meet current MUTCD and ADA standards, in accordance with the ODOT Signal Design Manual, the ODOT Signal Policy and Guidelines, and applicable ODOT standard drawings.

The Consultant shall conduct a field review, research and confirm the location of the proposed (new) equipment. The field review and research will be conducted to minimize the possibility of conflicts between the new pole foundations, underground utilities, and street trees.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- 30% Pedestrian Signal plans and cost estimate included in DAP (Task 13)
- Advance Pedestrian Signal plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final Pedestrian Signal plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

**8.4 Permanent Signing**

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:

- 30% Permanent Signing plans and cost estimate included in DAP (Task 13)
- 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)

**8.5 Permanent Pavement Markings**

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:

- 30% Permanent Pavement Marking plans and cost estimate included in DAP (Task 13)
- 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)

**8.6 Illumination Design (RESERVED)**

**8.7 Temporary Traffic Mobility (RESERVED)**

**8.8 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. ODOT standard plans must be referenced where possible.

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, ODOT and Marion County requirements.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- 30% TCPs and cost estimate included in DAP (Task 13)
- 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)

## **8.9 Pedestrian Traffic Analysis**

Consultant shall conduct a pedestrian crossing evaluation for approval by the County to determine the appropriate treatment for a pedestrian crossing on Lancaster Drive NE.

### **Data Collection**

The traffic analysis will analyze existing vehicle and pedestrian volumes. Future volumes will not be forecasted. The Consultant shall gather traffic and pedestrian count information at the crossing that shall consist of the following:

- One (1) 14-hour counts - pedestrian volumes and crossing locations on Lancaster Drive NE, between Center and State. These counts are to be conducted on a weekday.
- Up to three (3) 24-hour bi-directional speed/volume count along Lancaster Drive NE between Center and State Streets

The Consultant shall conduct a pedestrian crossing analysis that shall follow guidance from the following:

- *Manual on Uniform Traffic Control Devices*
- *Traffic Control Devices Handbook*,
- NCHRP Report 526 *Improving Pedestrian Safety at Unsignalized Crossings*.

The following elements shall be covered in the Pedestrian Crossing Analysis Report:

- Existing Conditions
  - Existing pedestrian volumes
  - Existing vehicle volumes
  - Peak period gap analysis - both pedestrian and peak hours
  - Five plus-year pedestrian crash summary
    - Consultant shall obtain ODOT reported crash data for most recent 5-year complete data set (year 2013 thru year 2017)
    - County data from the Marion County Sheriff's Office (MCSO) will be provided by County staff (year 2013 to current MCSO reported)
  - Transit facility summary, including locations and frequencies
- Proposed Crossing Treatment
  - Project need identification
    - Up to three (3) crossing locations
    - Evaluation and warrant analyses
    - Enhancement alternatives and recommendations
    - Illumination analysis and recommendations at proposed crossing(s) - using AGI 32 software and County light level requirements

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

Consultant shall provide:

- Draft Pedestrian Crossing Analysis Technical Memorandum documenting the results of the analysis within the DAP (Task 13). A graphical output of the lighting analysis shall be

included with recommendations.

- Final Pedestrian Crossing Analysis Technical Memorandum to CPM within two weeks of receiving comments from the County. A graphical output of the lighting analysis shall be included with recommendations.

#### **8.10 Pedestrian Beacon System PS&E (Contingency)**

If warranted by the Pedestrian Traffic Analysis, Consultant shall prepare plans, specifications and construction cost estimate ("PS&E") for the warranted and approved treatment consisting of either of the following:

- RRFB (Rectangular rapid flashing beacon) system, or
- HAWK (High-Intensity Activated Crosswalk Beacon) system interconnected with existing traffic signals

Consultant shall design a new hardwired push button activated crossing system and crosswalk lighting. The system shall be designed to operate according to current Manual on Uniform Traffic Control Devices ("MUTCD"), ODOT, City of Salem, and National Electric Code ("NEC") standards as applicable. Consultant shall coordinate with the utility for service connections.

Consultant shall coordinate with the local electric utility for service connections.

Plans and specifications shall include locating pedestrian push buttons to meet current MUTCD and ADA standards, in accordance with the ODOT Signal Design Manual, the ODOT Signal Policy and Guidelines, and applicable ODOT standard drawings.

The Consultant shall conduct a field review, research and confirm the location of the proposed (new) equipment. The field review and research shall be conducted to minimize the possibility of conflicts between the new pole foundations, underground utilities, and street trees. The following plans will be developed as part of this task:

- Legend Sheet - combined with Traffic Signal Legend
- Beacon system with Illumination sheet- One plan sheet (1"=10')
- Details as needed

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

Consultant shall provide:

- 30% Beacon system plans and cost estimate included in DAP (Task 13)
- Advance Beacon system plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final Beacon system plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

#### **TASK 9 RAILROAD COORDINATION (RESERVED)**

#### **TASK 10 ROADWAY DESIGN**

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

#### **10.1 Design Criteria**

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

- Obtain functional classification facility based on current TSP
- Determine design vehicles
- Obtain existing and design year ADT from traffic report or Project Prospectus
- Determine design speed

- Obtain mobility requirements or level of service targets
- Confirm access control requirements or access management techniques
- Determine pedestrian and ADA design considerations
- Determine bicycle design considerations
- Determine transit design considerations
- Review crash data / history
- Determine sight distance considerations
- Determine cross slope
- Determine maximum grade, vertical curves
- Determine cross section elements:
  - Number and width of travel lanes
  - Shoulders
  - Curbs
  - Sidewalks
  - Curb ramps
  - Side slopes
  - Parking
- Determine intersection design elements
  - Through and turn lanes
  - Curb radii
  - Curb Ramps
  - Cross slopes

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Draft design criteria electronically to CPM within 4 weeks from Notice to Proceed (NTP).
- Final design criteria electronically to CPM within 1 week from receipt of County comments.

**10.2 Concept Plans/Alternative Analysis (RESERVED)**

**10.3 Roadway Design Exceptions (RESERVED)**

**TASK 11 BRIDGE DESIGN (RESERVED)**

**TASK 12 LOCAL PERMITS (RESERVED)**

**TASK 13 DESIGN ACCEPTANCE PACKAGE**

The objective of the DAP is to identify the size of the Project footprint, required design exceptions and any required environmental permits prior to preparing the Advance and Final Plans.

Consultant shall prepare a DAP that includes design plans, cost estimate and a design narrative that addresses the following:

- Description of the purpose, need, and design solution for the Project;
- Summary of existing conditions, (i.e., Project location, roadway classification, lanes, ADT, posted speed, and other design standards pertinent to the Project);
- Summary of 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);

- Summary of the Traffic Analysis;
- Environmental impacts and mitigation measures;
- Environmental permitting requirements;
- Utility conflicts;
- Public Involvement efforts;
- Description of geotechnical subsurface conditions;
- Draft Pavement Design Report
- Description of drainage features;
- ROW needs;
- Construction staging, temporary detours; and temporary protection and direction of traffic during construction;
- Design acceptance checklist

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

Name of Sheet	Scale	Estimated # of Sheets
Title sheet	NTS	2
Typical sections	1" = 10'	3
Details	NTS	5
Temporary protection and direction of traffic (including bicycle and pedestrian traffic)	1" = 100'	5
Construction staging	1" = 100'	2
Roadway plans	1" = 40'	6
Drainage & Utility plans	1" = 40'	6
Roadway profiles	1"=40'H 1"=4'V	6
Erosion control	1" = 40'	6
Sign and striping plans	1" = 40'	6
Signal plans	Varies	6
Landscaping	1" = 100'	2

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

Marion County will provide comments on the DAP. Consultant shall address County comments. Consultant shall attend a DAP Plan Review Meeting to communicate and discuss resolution to County review comments. Consultant shall provide written responses to address review comments received from the County after attending the DAP Plan Review Meeting.



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

For budgeting purposes, no design exceptions are anticipated.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- 1 electronic copy of DAP in PDF format to CPM within 16 weeks of NTP.
- 1 electronic copy of written responses to DAP review comments CPM within 1 week of the DAP Plan Review Meeting.

**TASK 14 RIGHT OF WAY (ROW)**

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

- Right of Way Services Agreement specific to the Project
- *"ODOT Right of Way Manual"*
- *"ODOT Guide to Appraising Real Property"*
- *"ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide"*
- ORS 35, with reference to the *"Uniform Appraisal Standards for Federal Land Acquisitions"*

Consultant shall utilize all forms, spreadsheets, brochures and pamphlets referenced in the *ODOT Right of Way Manual*. These forms, spreadsheets, brochures and pamphlets shall not be altered. They may be obtained through the Region Right of Way Manager or Designee or on-line at: <http://www.oregon.gov/ODOT/HWY/ROW>

Consultant shall track status for all parcel files to be acquired for ROW purposes in the format provided by ODOT. Consultant should coordinate the details of this process with the Region 2 Right of Way Manager or Designee at the project kickoff meeting.

For estimating purposes, up to 18 files are anticipated for this project.

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

Consultant shall prepare, negotiate, and obtain property owner signatures for temporary right-of- entry documents for the purposes of environmental and geotechnical studies for up to 6 parcels. Consultant shall use template provided by ODOT.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Right-of-entry documents for signature to CPM within 4 weeks of NTP for this contract.
- Signed right-of-entry documents to CPM prior to onsite work occurring.

**14.2 Title Reports and Document Requests**

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

Consultant shall obtain preliminary title reports for each impacted property. Consultant shall obtain all title reports from one Title Company (so long as Project is located within one county).

**Consultant Deliverables and Schedule:**

Consultant shall provide:

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

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

### **14.3 Right of Way Engineering, Maps & Descriptions**

The purpose of this subtask is to prepare right of way engineering products used in the acquisition of real property. The estimated number of right of way files is 18; 17 temporary construction easements and 16 permanent easements. County will provide electronic files supporting the resolved right of way. Consultant shall perform ROW data research as necessary to prepare the following:

1. Right of Way acquisition map
2. AutoCAD file used to prepare the acquisition map
3. Right of Way legal descriptions and exhibits

Consultant shall collect and review general Project background documentation, recorded surveys and conveyance documents, and shall follow all statutes. The right of way acquisition map, exhibits and legal descriptions shall be prepared in accordance with Marion County requirements. Consultant shall complete one set of revisions based on review comments. Consultant shall place staking in the field during Project development. This may include, existing R/W, proposed R/W, proposed easements. If requested, Consultant shall physically mark the proposed right of way in the field for use by the right of way appraiser and the property owner. Up to two site visits will be used to place field staking.

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

Consultant shall provide:

- ROW Map(s) in PDF format to CPM per the schedule developed in Task 1 Project Management.
- ROW real property description(s) in PDF format to CPM per the schedule developed in Task 1 Project Management.
- A copy of the vesting documents for each property owner and ROW file in PDF format to CPM per the schedule developed in Task 1 Project Management.
- Stakes, flagging, or paint on the ground showing the limits of planned improvements (e.g. earthwork catch or back of sidewalk), existing right of way, and planned right of way placed within 7 calendar days of County request or just prior to the beginning of negotiations with the property owners. Up to 2 site visits total for all properties.

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

Consultant shall prepare a ROW programming estimate for use by the Right of Way Section to program funds for property acquisition. Consultant shall obtain the most current version of the Programming Estimate form to be used on all State and Federally funded projects from the Region Right of Way Manager or designee. The programming estimate shall include the Project name and county in which the Project is located and all Project ROW costs, including separate Consultant and ODOT ROW costs as outlined in the Right of Way Services agreement with the County. The ROW programming estimate shall include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all items. The programming estimate shall be submitted to the appropriate Region Right of Way Manager or Designee for review.

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

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

Consultant shall provide:

- 1 draft Programming Estimate for delivery electronically to ODOT Region Right of Way Manager or Designee, CPM per the schedule developed in Task 1 Project Management.
- 1 final Programming Estimate for delivery electronically to ODOT Region Right of Way Manager or Designee, CPM per the schedule developed in Task 1 Project Management.

**PLEASE NOTE:** Consultant shall not perform any services described in Tasks 14.5 through 14.10 below until ODOT issues NTP for the ROW phase of the Project.

#### **14.5 Preliminary Activities/Donation Requests**

Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice (GIN), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map (marked Preliminary and showing the parcel(s) to be purchased) to all owners and occupants of affected properties. Consultant shall send GIN via certified mail with proof of delivery kept in the parcel file.

Consultant shall arrange pre-negotiation contacts with property owners and identify property and Project issues by providing the following services for each file:

- Contact property owners to provide general information about the Project and attempt to obtain donation of property rights to construct public improvement Project. If property owners are considering a donation, then Consultant shall inform them in writing of their right to just compensation; such property owners may elect to donate by signing a waiver of their rights.
- Provide written Donation Report or outcome of property owner meetings, if property owner is unwilling to donate.

For each property that is donated, Consultant shall prepare a closing packet to include the executed Donation Request Acknowledgement and Conveyance Document, original recorded documents and title insurance policy.

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

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

Consultant shall provide:

- GINs, 1 hard copy to each property owner and 1 electronic copy each to ODOT and CPM within 20 business days following NTP for the ROW acquisition phase.
- Written Donation Report or outcome of initial contact with property owner, 1 electronic copy each to ODOT and CPM within 12 weeks of NTP for the ROW acquisition phase.
- Closing Packet (Executed Donation Request Acknowledgment and Conveyance Documents), Original Recorded Documents and title insurance policy for any permanent ROW acquired through donation, 1 hard copy to ODOT and CPM no later than 14 weeks prior to bid date.

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

Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and on ODOT's Qualified Appraisers List.

Consultant shall provide one real estate appraisal for each property *or properties which constitute the "larger parcel" as described in the ODOT Right of Way Manual* from which an interest is to be acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the Region 2 Right of Way Manager or designee.

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

- Abbreviated or short form appraisals for simple takings.

- Detailed (before/after) appraisals for complex takings.

Consultant shall prepare all reports and estimates necessary to value specialty items to be acquired or to support cost-to-cure estimates.

Consultant shall provide not fewer than 15 days written notice to owners of the planned appraisal inspections. The property owner and designated representative, if any, shall be invited to accompany the appraiser on any inspection of the property for appraisal purposes. Consultant shall send this notice via certified mail with proof of delivery and kept in the parcel file.

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

Consultant shall perform independent reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to ODOT and CPM for final approval.

County will establish just compensation for each property owner and will notify the Consultant.

Consultant shall continue documentation in the Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the written notice of appraisal inspection, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the appraisal.

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

Consultant shall provide:

- 15 Day Notice of Appraisal Inspection to each property owner and electronic copy to Region ROW Liaison and CPM per the schedule developed in Task 1 Project Management.
- Report of Personal Interview to Region ROW Liaison and CPM within 3 business days of request.
- Appraisal and Appraisal Review in electronic format for each file to Region ROW Liaison and CPM as per Project Design Schedule developed under Task 1, as follows:
  - Value Finding/ Taking and Damages Appraisal (for simple takings), OR
  - Detailed Before & After Appraisal (for complex takings)
  - Specialty reports, if necessary, prior to incorporation in appraisal reports

#### **14.7 Acquisition Services**

All right of way shall be acquired in the name of Marion County. Consultant shall conduct negotiations, on behalf of the County, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on Appraisal Review.

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

Consultants shall prepare and present to County the draft Offer Packets. All offers will be made on Marion County letterhead, will include County contact information, and will be signed by County. These Offer Packets shall include, but are not limited to, acquisition and relocation brochures, offer- benefit letter, acquisition and relocation summary statements, Terms of LPA's Offer signed by County, copy of appraisal, map of acquisition, instruments of conveyance and W-9 form (if money is exchanged).

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

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

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of ROW to ODOT and County for final approval, payment, conveyance of title and recording.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) with a justification letter and owner supplied supporting documentation to ODOT and County for approval. If accepted see above.
- IF an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall continue documenting the Report of Personal Interview for each file. The Report of Personal Interview must include contact with property owners, owner's attorneys and occupants; efforts to achieve amicable settlements; owners' suggestions for changes in plans; responses to owners' counterproposals etc.

**Consultant Deliverables and Schedule:**

Consultant shall provide the following per the Project Design Schedule developed under Task 1:

- Draft Offer Packet for review for each file to Region ROW Liaison and CPM.
- Final Offer Packet for review and signature to CPM.
- Final Offer Packet sent certified mail or delivered in person for each file.
- Final Report Packet (see Appendix A, Contractor Services Guide) for each file for payment, conveyance of title and recording to Region ROW Liaison and CPM.
- If applicable, proposed counter offers with justification information to Region ROW Liaison and CPM.
- If applicable, Recommendation for Condemnation to Region ROW Liaison and CPM.
- Report of Personal Interview to Region ROW Liaison and CPM with 3 business days of request.

**14.9 Condemnation Process Assistance (CONTINGENCY)**

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

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

*Note: County will initiate Condemnation proceedings.*

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Final Offer letter to property owner (s), with a copy to ODOT and County as stated in the NTP for this contingency task.

#### **14.10 ROW Certification**

Consultant shall certify to ODOT on the approved Certification form that;

- The County has legal and physical possession of needed right of way;
- Relocation assistance has been completed for all displaced persons and businesses and that all displaced residential occupants have relocated and have been offered decent, safe and sanitary housing;
- All acquisition of right of way and relocation activities have been completed in full compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as currently amended as well as Oregon state laws, civil rights laws, and other applicable federal and state regulations and policies.

Consultant, in cooperation with the County, shall submit the ROW Certification form to ODOT for further processing.

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

Consultant shall provide:

- ROW Certification form, 1 electronic copy (email acceptable) to Region ROW Manager or Designee and the CPM no later than 12 weeks prior to Project bid date.

#### **TASK 15 PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)**

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

**Table 15**

<b>Name of Sheet</b>	<b>Scale</b>	<b>Estimated # of Sheets</b>
Title sheet	NTS	2
Typical sections	1"=10'	3
Details	NTS	10
Temporary protection and direction of traffic (including bicycle and pedestrian traffic)	1"=100'	8
Construction staging	1"=100'	2
Roadway plans	1"=40'	6
Drainage and Utility plans	1" = 40'	6
Roadway profiles	1"=40'	6
Erosion control	1"=40'	6
Pipe data sheet	1"=40'	1
Sign and striping plans	1"=40'	6
Sign and striping details	NTS	5
Signal plans	Varies	6
Landscaping	1"=100'	2

## **15.1 Preliminary PS&E (60%) (RESERVED)**

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

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

### **Advance Plans:**

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

### **Advance Special Provisions:**

Consultant shall prepare Project Special Provisions based on changes and clarifications to the Project design, as determined at Advance plans and in accordance with 2018 *Oregon Standard Specifications for Construction as amended* and Agency *Specification and Writing Style Manual*. Consultant shall prepare the Special Provisions to the 90% level (the "Advance Special Provisions") in MS Word utilizing "Track Changes".

The Advance Special Provisions must incorporate the applicable ODOT 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](http://www.oregon.gov/ODOT/HWY/SPECS/Pages/Boilerplate_Special_Provisions.aspx)

Consultant shall obtain concurrence from the proper ODOT technical resource 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 technical resource concurrence using ODOT's Special Provision Summary Form. The list of Agency technical resources and corresponding special provision can be found at the following website:  
<http://www.oregon.gov/ODOT/HWY/SPECS/Pages/index.aspx>

Consultant shall submit the ODOT Civil Rights Request for Goals Worksheet to the ODOT Office of Civil Rights and incorporate the appropriate Disadvantaged Business Enterprise ("DBE") goals, Minority, Women, and Emerging Small Business ("MWESB") aspirational target values, and On the Job Training (OJT) hours into the Project Special Provisions;

Consultant shall submit the Local agency risk assessment form to the CPM and incorporate the resulting insurance information into the Special Provisions.

### **Advance Cost Estimate:**

Consultant shall update the construction cost estimate quantities and unit costs utilizing ODOT 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 ODOT, County and Consultant historic bid information and anticipating a 2021 bid letting. Consultant shall prepare the final cost estimate using the Certified Local Public Agency Cost Estimate Form.

### **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.

**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 Advance Plans (90%) (Task 15.2):

- 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)
- Local agency risk assessment form
- Special Provisions summary form
- Civil Rights request for goals worksheet

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 (100%)**

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

Consultant shall coordinate with the CPM to ensure all deliverables listed on the most current Certified LPA PS&E Submittal and Completeness Checklist will be satisfied. Refer to Section D of the LAG for Certified LPAs for a link to the checklist.

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, not later than the scheduled PS&E due date, to the CPM:

Description	To CPM
	Electronic
Un-signed Final Design Plans (11 x 17)	PDF
Project Special Provisions	Word & PDF
POR Certification with all Special Provisions sections stamped	PDF
Signed Special Provision Integrity Certification	PDF
Special Provision Summary Form	Excel
Email from Civil Rights noting Applicable DBE goals, MWESB targets and OJT hours	
Cost Estimate	PDF, .est & .dat
CPM Construction Schedule (11 x 17 in color)	PDF
Project Mobility Considerations Checklist	PDF



NEPA Approval Documentation (delivered under Task 3)	PDF
ROW Certification (delivered under Task 14)	PDF
Utilities Certification (delivered under Task 5)	PDF
AutoCAD Civil 3D Design Files	DWG
Construction Handoff Package (cross sections and staking notes)	PDF

+ Signed PS&E Checklist

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

- POR-signed Final Plans in PDF format
- Signed PS&E Submittal and Completeness Checklist

#### **15.4 Letter of Public Interest Findings (LPIF) (CONTINGENCY TASK)**

Consultant shall prepare up to two Public Interest Finding Letters. Consultant shall perform due diligence to determine if the items to be specified in the Public Interest Finding Letter meet the requirements of the 'Buy America' clause. Consultant shall follow latest LPIF Guidance located at: [http://www.oregon.gov/odot/hwy/opl/docs/pdf/lpif\\_guidance.pdf](http://www.oregon.gov/odot/hwy/opl/docs/pdf/lpif_guidance.pdf)

CPM will route the draft letter for internal review at ODOT and provide the Consultant with one set of non-conflicting review comments.

Consultant shall prepare the final LPIF and submit to CPM.

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

Consultant shall provide:

- Up to two electronic copies of the draft LPIFs with the Advance Plans.
- Up to two final LPIFs (one pdf file with the engineer's signature and stamp, one original copy for signatures) with the Advance Plan submittal (Task 15.2).

#### **TASK 16 BID AND AWARD ASSISTANCE**

This task includes the preparation of addenda, as needed, and responding to questions during the bidding phase. Consultant shall respond to questions from Construction Contractors via the County about the plans and specifications during the bidding process. Duties of the PM in the Bid and Award phase are summarized in the ODOT Construction Manual, Chapter 6 - Examination of Project Site or Data by Bidders. This document can be found at <http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/CAIndex.aspx>. This document is revised and updated from time to time. Review this chapter to ensure that the scope of work adequately reflects the responsibilities of the PM as detailed in Chapter 6 of the ODOT Construction Manual and revise the scope of work as necessary to fit the needs of the project.

##### **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 2 days 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 Schedule:**

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

## **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 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:**

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

## **16.3 Pre-Bid Meeting (RESERVED)**

### **F. CONTINGENCY TASKS**

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

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

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

**Contingency Task Summary Table**

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount	Fixed Fee
3.3.2 Section 106 Determination of Eligibility (DOE)	\$2,073.81	1	T&M	\$2,073.81	N/A
3.3.3 Section 106 Finding of Effect (FOE)	\$1,808.46	1	T&M	\$1,808.46	N/A
3.4.2 Surface and Subsurface Soil Samples	\$12,475.57	1	T&M	\$12,475.57	N/A
3.5.2 Federal-Aid Highway Program ("FAHP") ESA Programmatic	\$9,419.36	1	T&M	\$9,419.36	N/A
6.2 Exploration and Testing Work Plan (ETWP)	\$2,209.56	1	T&M	\$2,209.56	N/A
6.3 Geotechnical and Pavement Explorations		8	T&M	\$8,010.76	N/A

6.4 Laboratory Testing		XX	T&M	\$1,141.43	N/A
8.10 Pedestrian Beacon System (PS&E)	\$13,708.07	1	T&M	\$13,708.07	N/A
14.9 Condemnation Process Assistance	\$4,688.20	1	T&M	\$4,688.20	N/A
15.4 Letter of Public Interest Findings (LPIF)	\$2,317.62	1	T&M	\$2,317.62	N/A
16.2 Addenda to the Bid Documents	\$3,845.36	1	T&M	\$3,845.36	N/A
<b>Total NTE For All Contingency Tasks:</b>				\$61,698.01	
<b>Total For Any Contingency Fixed-Fee Amounts:</b>					\$ 0
<b>Total NTE for Contingency Cost (and Fixed-Fee Amounts, if any):</b>				<b>\$61,698.01</b>	

**ENGINEERING AND RELATED SERVICES CONTRACT**  
**Contract Number: PW-3275-20**

<b>Project Title: Lancaster Dr: Center St to Monroe Ave</b>	<b>County Project Number: 104873</b>
<b>Project Location: Lancaster Dr (Salem)</b>	<b>Associated RFP Number: PW612-19</b>
<b>Federal Aid Number: C047088</b>	<b>DBE Goal: 8.5% (see Exhibit E)</b>
<b>Total Not-to-Exceed ("NTE") amount for this Contract.</b> This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$40,658.01 for contingency tasks, each of which must be separately authorized by County.	
<b>\$ 812,059.66</b>	

This Contract is between Marion County, hereafter called "County" and Quincy Engineering, Inc., a California 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 J, Contact Information and Key Persons.

This Contract includes Federal Highway Administration ("FHWA") funding coordinated through the Oregon Department of Transportation ("ODOT"). See Section 18 - Compliance with Applicable Law.

For purposes of this Contract:

- a) "business days" means calendar days, excluding Saturdays, Sundays and all State of Oregon recognized holidays;
- b) "calendar days" means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State of Oregon holiday or other day;
- c) "Engineering" Services means architectural, engineering, photogrammetric mapping, transportation planning or land surveying services that must be procured using qualifications based selection procedures [see ORS 279C.100 and ORS 279C.110]; and
- d) "Related Services" has the meaning provided in ORS 279C.100.

**TERMS AND CONDITIONS**

- 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 County. Unless otherwise amended or terminated, this Contract shall expire 12/31/2021.
- 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. If this Contract was awarded as a Direct Appointment/Small Purchase, amendments to increase the maximum amount payable are subject to limitations and additional requirements as set forth in applicable Federal, State and local laws. The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation. Consultant and any subconsultants are subject to the requirements and limitations of 48 CFR Part 31 - Contract Cost Principles and Procedures.
- 4. Contract Exhibits.** This Contract includes the following exhibits, each of which is incorporated into this Contract as though fully set forth herein:

- Exhibit A - Statement of Work

- Exhibit B - Compensation
- Exhibit C - Insurance
- Exhibit D - Title VI Non-Discrimination Provisions
- Exhibit E - Disadvantaged Business Enterprise ("DBE") Provisions
- Exhibit F - Special Terms & Conditions (RESERVED)
- Exhibit G - RESERVED
- Exhibit H - RESERVED
- Exhibit I - Errors & Omissions ("E&O") Claims Process
- Exhibit J - Contact Information and Key Persons

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

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

- a. Consultant, by its signature on the Contract, certifies that it is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779, which is available at the following link: <https://www.irs.gov/pub/irs-pdf/p1779.pdf>. Consultant shall perform all required Services as an independent contractor. Although 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, as those terms are used in ORS 30.265.
- b. Consultant, by its signature on the Contract, certifies that: (i) Consultant and, to the best of its information, knowledge and belief, its Associates have made any disclosures required under the COI Disclosure Form (available at: [https://www.oregon.gov/ODOT/Business/Procurement/DocsLPA/COI\\_LPA.docx](https://www.oregon.gov/ODOT/Business/Procurement/DocsLPA/COI_LPA.docx)) or any applicable law; and (ii) if a conflict of interest is discovered during the term of the Contract, Consultant shall timely submit a COI Disclosure Form to County disclosing the conflict(s).
- c. Consultant shall be responsible for all Federal or State of Oregon ("State") taxes applicable to compensation or payments paid to Consultant under the Contract and, unless Consultant is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Consultant's Federal or State tax obligations. Throughout the duration of the Contract, Consultant shall submit an updated W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) to County whenever Consultant's backup withholding status or any other information changes. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Consultant under the Contract, except as a self-employed individual.
- d. Consultant shall not be responsible for or have control over the means, manner, methods or techniques required of or used by other consultants or contractors under contract with County, unless otherwise expressly agreed to in writing by the Parties. The Parties agree, however, that these Section 6.d. provisions do not in any way revise or adjust Consultant's professional responsibility to report to County any information that comes to Consultant's attention (during performance of this Contract) pertaining to a project, or to performance by other consultants or contractors on a project, that would adversely affect County or a particular project.

**7. Subcontracts and Assignment; Successors and Assigns**

- a. Consultant shall obtain County's written consent prior to entering into any subcontracts for any of the Services required by the Contract, or in any manner assigning, selling or transferring any of its rights or interest under the Contract or delegate any of its duties or performance under the

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

- b. The provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.
- c. Any purported assignment, delegation or disposition in violation of subsection "a." above is void.

**8. Third Party Beneficiaries.** The State of Oregon, the Oregon Transportation Commission (OTC) and ODOT, are intended third-party beneficiaries of the Contract with express independent authority to enforce the terms and conditions of the Contract. Otherwise, there are no third-party beneficiaries of the Contract.

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

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

**a. Professional Standard of Care.**

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

**b. Responsibility of Consultant.**

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

**c. Design Within Funding Limit.**

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

- (i) Consultant shall accomplish the design Services required under the Contract so as to permit construction of the project within County's budget for construction. **County's budget for construction of the project is \$2,080,000.** Consultant shall promptly advise County's Contract

Administrator if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable project within these limitations. Upon receipt of such information, the Contract Administrator will review Consultant's revised estimate of construction cost. County may, if it determines that the estimated construction contract price set forth in this Section is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in this Section, or County may adjust such estimated construction contract price.

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

## **11. Ownership of Work Product**

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

- (i) "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from the Contract.
- (ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than County or Consultant.
- (iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item, and all intellectual property rights therein, that Consultant is required to deliver to County pursuant to the Contract.

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

### **c. Consultant and Third Party Intellectual Property.** In the event that any Work Product is Consultant Intellectual Property or Third Party Intellectual Property (Consultant Intellectual Property or Third Party Intellectual Property that is applicable to the Services being performed by Consultant under the Contract or included in Work Product deliverable to County under the Contract), or in the event any Consultant Intellectual Property or Third Party Intellectual Property is needed by County to reasonably enjoy and use any Work Product, Consultant hereby agrees that it will grant to, or obtain for, 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 Consultant does not apply to a situation involving a third party who enters a license

agreement directly with 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 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, State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of Consultant or its subcontractors, or their respective agents or employees, under the Contract.*
- b. **Claims for Professional Liability.** *Consultant shall indemnify, defend, save, and hold harmless County, State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the professionally negligent acts, errors or omissions of Consultant or its subcontractors, or their respective agents or employees, in the performance of Consultant's professional services under the Contract.*
- c. **Indemnity for Infringement Claims.** *Without limiting the generality of section 13(a) or 13(b), Consultant expressly agrees to indemnify, defend, save and hold harmless County, State of Oregon, the OTC and ODOT, and their respective officers, members and their agencies, subdivisions, officers, directors, agents, and employees from any*



*and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of or relating to any claims that Consultant's services, the Work Product or any other tangible or intangible items delivered to County by Consultant that may be the subject of protection under any state or federal intellectual property law or doctrine, or 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 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 County, the State of Oregon, the OTC or ODOT without first receiving from the applicable entity, authority to act as legal counsel, nor shall Consultant settle any claim on behalf of the foregoing entities without the approval of these entities. The County, the State of Oregon, the OTC or ODOT may, at their election and expense, assume their own defense and settlement.*
- e. **County's Acts or Omissions.** This section 13 does not include indemnification by Consultant of County, the State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees, for the acts or omissions of these entities and their respective officers, members, agents and employees, whether within the scope of the Contract or otherwise.*

**14. Insurance.** Consultant shall carry insurance as required on **Exhibit C**.

**15. Termination**

- a. Termination by Mutual Consent.** The Contract may be terminated at any time, in whole or in part, by mutual written consent of the Parties.
- b. County's Right to Terminate for Convenience.** County may, at its sole discretion, terminate the Contract, in whole or in part, upon 30 calendar days prior written notice to Consultant.
- 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) County fails to receive appropriations, limitations or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments for Consultant's Services. Payments under this Contract and continuation of this Contract beyond the current biennium are subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available from current funding sources. The County may terminate this Contract, and Consultant waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason County's funding from local, state and/or federal sources is not appropriated or is withdrawn, limited or impaired;
  - (ii) Federal, State or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under the Contract are prohibited or 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 fourteen (14) calendar days after County's notice to Consultant, or such longer period as County may specify in such notice.

**d. 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 14 calendar days after receipt of Consultant's written notice, or such longer period of cure as Consultant may specify in such notice.
- (ii) Consultant may terminate the Contract, for reasons other than nonpayment, if 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 fourteen (14) calendar days after Consultant's notice to County, or such longer period as Consultant may specify in such notice.

**e. Remedies.**

- (i) In the event of termination pursuant to Sections 15(a), 15(b), 15(c)(i), 15(c)(ii) or 15(d), Consultant's sole remedy (except as otherwise required by applicable State or Federal law) shall be a claim for payment of the satisfactory Services actually rendered up to the time of termination, less previous amounts paid and any claim(s) which State has against Consultant, except in the event of a termination under Section 15(c)(i) where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay all excess to 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. If it is determined for any reason that Consultant was not in default under Section 15(c)(iii) or 15(c)(iv), the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 15(b).

**f. Consultant's Tender Upon Termination/Retained Remedies of County.** 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.

**16. Records Maintenance; Access.** Consultant, and its subconsultants, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Consultant shall maintain all other records pertinent to the Contract and the project and shall do so in such a manner as to clearly document Consultant's performance. The County, ODOT, the Oregon Secretary of State's Office (OSS), FHWA and the Comptroller General of the United States (CGUS) and their respective, duly authorized representatives shall have access, and Consultant shall permit the aforementioned entities and individuals access, to such fiscal records and other books, documents, papers, plans and writings of Consultant that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Any cost data submitted by Consultant pursuant to this Contract may be shared with ODOT, FHWA, OSS and CGUS, as necessary, for audit purposes. County, ODOT and FHWA shall have the right to review or examine the work in progress for any Services performed under the Contract.

**17. Performance Evaluations.** County will conduct performance evaluation(s) on 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 fourteen (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 thirty (30) calendar days following receipt. County may adjust evaluation score(s) upon County's finding of good cause. County may provide copies of any performance evaluation documentation to ODOT, FHWA, and other parties unless lawfully exempt from disclosure. 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 and ODOT may use Consultant performance under previous contracts as a selection criterion for future contracts.

**18. Compliance with Applicable Law.** Consultant shall comply with all Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Consultant's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Consultant or the Parties, and other circumstances then existing. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659a.142; (iv) the Clean Air Act (42 U.S.C. 7401-7671q); (v) the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (vi) Executive Order 11738; (vii) Environmental Protection Agency regulations (40 CFR part 15); (viii) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws. 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.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 (in collaboration with ODOT and FHWA as applicable). Consultant shall specify if the conflict(s) create a problem for the design or other Services required under the Contract. If 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, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the Contract.

**21. Force Majeure.** Neither 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. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

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

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

**24. Notice.** Except as otherwise expressly provided in the Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by e-mail, by personal delivery, facsimile, or mailing the same, postage prepaid, to Consultant or 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 I, Errors & Omissions Claims Process.**
- b. Other Disputes.** In the event good faith efforts do not resolve disputes unrelated to Errors & Omissions, the Parties agree to make a good faith effort to resolve any such dispute through fact finding and non-binding mediation prior to resorting to litigation. The mediator shall be selected by mutual agreement of the Parties. If the Parties fail to agree on a mediator, each Party shall select a mediator and those two persons shall agree on a third-party, who will be the sole mediator. The cost of the mediator shall be split equally between the Parties.
- c. Notification to ODOT.** County shall immediately notify ODOT of any disputes that seek resolution with the Errors & Omissions Claims Process or mediation.

**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 (or any agency or department of the State of Oregon) and Consultant that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court located in 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 County or State of Oregon of any form or defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise. **CONSULTANT, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

**28. Amendments.** County may amend the Contract to the extent permitted by applicable statutes, administrative rules and ordinances and as mutually agreed upon by County and Consultant. County may agree to appropriate increases in the maximum compensation payable under the Contract, should any County-approved increase occur in the scope, character, schedule or complexity of Services as outlined in the Statement of Work. Consultant shall not commence any Services authorized under an amendment, and the amendment is not effective, unless it is in writing, signed by the Parties and all approvals required by applicable law have been obtained.

**29. False Claims**

- a. Consultant understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Consultant certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the Services are being performed, including but not limited to Consultant's statement of proposal and any invoices, reports, or other deliverables.
- b. Consultant shall immediately disclose (in writing) to County whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Consultant has credible evidence that a principal, employee, agent, or subcontractor of Consultant has committed—
  - (i) A violation of the Oregon False Claims Act; or
  - (ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity or similar misconduct.
- c. Consultant must include subsections (a) and (b) of this section in each subcontract Consultant may award in connection with the performance of the Contract. In doing so, Consultant may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.

**30. Certified Small Businesses.** Respecting certification as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, Consultant shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications required by Section 2, Chapter 325, Oregon Laws 2015, as amended by Section 26, Chapter 565, Oregon Laws 2015 as a material condition of the Contract. If Consultant or subcontractor was awarded the Contract or subcontract, as applicable, in the course of County carrying out an affirmative action goal, policy or program under ORS 279A.100, and fails to maintain the required certification, County may terminate the Contract, require Consultant to terminate the subcontractor, or exercise any of remedies reserved for breach of the Contract.

**31. Merger Clause; Waiver; Interpretation.** The Contract, including everything incorporated by reference, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract. No waiver, consent, modification or change of terms of the Contract shall bind either Party, unless such waiver, consent, modification or change of terms is in writing and signed by the Parties, and

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

## CONSULTANT CERTIFICATIONS

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

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

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

- (1) **Consultant has read this Contract, understands it, and agrees to be bound by its terms and conditions.**
- (2) Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- (3) Consultant understands and has provided to all Associates the COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx>. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Contract or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to County on a properly prepared and submitted form and, if determined necessary by County or ODOT, a mitigation plan has been approved by County and ODOT.
- (4) (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.  
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.  
(c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.  
(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.
- (5) Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779.
- (6) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Contract constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Contract.

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

**CONSULTANT SIGNATURE(S)**

Signature: Karen A. Tatman Date: 2/25/2020

Name: Karen A. Tatman Title: Principal Engineer

Signature: N/A Date: \_\_\_\_\_

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

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

Cheryl Willis 2/19/2020  
Chair Date

Samuel A. Boyd 2-17-20  
Commissioner Date

Not Present At Meeting

Commissioner Date

Authorized Signature: Brian Richter 2/6/2020  
Department Director or designee Date

Authorized Signature: Janet Huf 2/14/20  
Chief Administrative Officer Date

Reviewed by Signature: Jane E. Vetter 2/10/20  
Marion County Legal Counsel Date

Reviewed by Signature: Camille Gullap Feb 10, 2020  
Marion County Contracts & Procurement Date



## EXHIBIT A - STATEMENT OF WORK

### A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

This Project will combine five key improvements into one project: (1) rehabilitate the street cross-section (four travel lanes, median refuge, and bike lanes) to restore the pavement condition and flatten slopes, (2) replace curb and sidewalk with new ADA-compliant facilities, (3) consolidate and rebuild accesses with acceptable grades to improve safety and traffic flow in and out of commercial properties, (4) replace the traffic signal at Auburn Road and (5) add a left turn lane on the west leg of the Auburn Road / Lancaster Drive intersection. The additional storm water generated by the Auburn Road left turn lane will be treated using a bio-treatment facility to reduce the quantity and improve the quality of storm water discharge. Water quality treatment is not required for any other portion of the Project.

The proposed solution maximizes cost effectiveness through the use of full depth pavement repair only where needed combined with structural overlay to correct the road cross slope and driveway grades without impacting existing underground utilities or removing sections of roadway base that can be made serviceable in-situ.

**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 I – Preliminary Engineering and Final Design (PS&E);
- Phase II - Construction Contract Administration, Construction Engineering and Inspection ("CA/CEI").

This Statement of Work addresses the first Phase 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 Statement of Work (SOW) and delivery schedule;
- Notify Consultant of any known delays above and beyond the control of Consultant;
- Provide appropriate and timely review of Project deliverables supplied by Consultant to verify they are consistent with Project objectives and the requirements of the SOW;
- Coordinate with ODOT for approval of NEPA documentation and Right of Way activities.

## Acronyms and Definitions

AASHTO	American Association of State Highway and Transportation Officials	MUTCD	Manual on Uniform Traffic Control Devices
ADA	Americans with Disabilities Act	NEC	National Electric Code
APE	Area of Potential Effect	NEPA	National Environmental Policy Act
API	Area of Project Impact	NTE	Not to Exceed
County	Marion County	NTP	Notice to Proceed
CFR	Code of Federal Regulations	OCR	ODOT Office of Civil Rights
CPM	Marion County's Project Manager	ODOT	Oregon Department of Transportation
DAP	Design Acceptance Package	OAR	Oregon Administrative Rules
DBE	Disadvantaged Business Enterprises	ORS	Oregon Revised Statutes
DEQ	Oregon Department of Environmental Quality	PDT	Project Development Team
DOE	Determination of Eligibility	PM	Consultant's Project Manager
DTM	Digital Terrain Model	POR	Professional of Record
EEO	Equal Employment Opportunity	PS&E	Plans, Specifications and Estimates
ESA	Endangered Species Act	QA	Quality Assurance
FAHP	Federal-Aid Highway Program	QC	Quality Control
FOE	Finding of Effect	ROE	Right of Entry
FHWA	Federal Highway Administration	ROW	Right of Way
IGA	Intergovernmental Agreement	SHPO	State Historic Preservation Office
LAL	ODOT Local Agency Liaison	SOW	Statement of Work
LPIF	Letter of Public Interest Finding	SUL	ODOT's State Utility Liaison

## B. STANDARDS and GENERAL REQUIREMENTS

### 1. Standards

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

- AASHTO Geometric Design of Highways and Streets, 2018
- AASHTO Roadside Design Guide, 2011
- Manual on Uniform Traffic Control Devices (MUTCD), 2009
- AASHTO Guide for Design of Pavement Structures, 1993
- ODOT Pavement Design Guide, Current Edition
- ODOT Geotechnical Design Manual, Current Edition
- ODOT Traffic Signal Design Manual, Current Edition
- City of Salem Engineering Standards applicable to Traffic Signals

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

professional care should know, fails to conform to the Federal or State standards applicable to construction of the project.

## **2. Software and Format Requirements**

Software standards and formats include but are not limited to the following:

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by County.
- Consultant shall submit draft and final deliverables in electronic format via e-mail (and hard copy if requested).
- Consultant shall also submit any graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by County.
- Consultant shall submit final design plans in AutoCAD Civil 3D .dwg format. The design plans must also be submitted in .pdf format.

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

## **3. Professional Licenses, Registrations and Qualifications**

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

## **4. General Requirements**

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

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

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

## **D. PROJECT COOPERATION**

Consultant shall only be responsible for those obligations and deliverables identified as being assigned to Consultant (or its subconsultants) in this Contract and the SOW. 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 SOW shall be subject to the following guidelines:

- a. At the first indication of non-cooperation, Consultant shall provide written notice to County's Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the SOW.
- b. County's Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and expedite items determined to be delaying Consultant/project.

If Consultant has followed the notification process described in section "a", and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the SOW, 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 and coordination of Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

#### **1.1 Administration & Record Keeping**

Consultant shall:

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

For budgeting purposes, invoice preparation is included in Consultant's overhead and will not be direct charged under this Contract. Preparation of progress reports is direct charged under the contract and it is assumed that up to fifteen (15) 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.

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

Consultant shall provide:

- Project Design Schedule submitted within seven (7) calendar days of NTP. Submit electronically (MS Project and .pdf) to County's Project Manager (CPM).
- Updated Project Design Schedule, as necessary, via timeline agreed to by CPM. Submit electronically (MS Project and .pdf) to the CPM.
- Progress reports and invoices submitted electronically to CPM no later than the tenth (10<sup>th</sup>) 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, ODOT staff, and regulatory agency staff, if necessary throughout the Contract, to gather any additional information needed for the Project, Project site, regulations and guidance;
- Provide overall management, direction and coordination of staff (including subconsultants) to include any necessary internal Consultant staff meetings;

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

Consultant shall provide:

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

## **1.3 Project Meetings**

### **1.3.1 Project Kickoff Meeting**

Consultant shall organize, conduct, prepare for and attend a Project kickoff meeting. The Project kickoff meeting will be held at Marion County Public Works with ODOT representatives, County staff, Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from County. The purpose of the Project kickoff meeting is to review Project issues such as SOW; work products and deliverables; schedules; budgets; ROW; utility coordination/design; design criteria; guidance documents and standards, and quality control. Consultant shall schedule Project kickoff meeting within ten (10) business days of Notice to Proceed (NTP).

Consultant shall prepare draft meeting minutes for review. For budgeting purposes, it is assumed that up to six (6) Consultant staff shall attend the two (2) hour Project kickoff meeting.

### **1.3.2 Project Team Meetings**

Consultant shall organize, conduct, prepare for and attend up to six (6) Project Development Team (PDT) Meetings and eighteen (18) check-in meetings; nine (9) via telephone and nine (9) in-person. Each of the in-person PDT meetings will be held at Marion County Public Works with ODOT representatives, County staff, Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from County. Consultant shall prepare draft and final meeting minutes to be distributed to County, ODOT and all other meeting participants. For budgeting purposes, it is assumed that up to two (2) Consultant staff shall attend each in-person PDT meeting. Up to two (2) Consultant staff shall participate in the telephone and in-person check-ins.

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

For each meeting, Consultant shall provide:

- PDT Meeting agenda submitted electronically to CPM and all other meeting participants two (2) business days prior to meeting.
- Draft PDT meeting summary submitted electronically to CPM and all other meeting participants within five (5) business days of meeting.
- Final PDT meeting summary submitted electronically to CPM and all other meeting participants within five (5) business days of receipt of County comments.
- No formal agenda or summary will be prepared for check-in meetings.

## **TASK 2 SURVEY**

Consultant shall survey this Project for the areas as described in Task 2.1 below. Deliverables are to be scheduled as per Task 1 Project Management.

### **2.1 Additional Topographic Surveys and ROW Centerline Resolution**

Consultant shall perform additional field surveys to extend the limits of County-provided basemap and DTM data.

Additional basemap and DTM data areas shall include:

- Additional 150' feet west on Auburn Road for left turn lane (during DAP);
- Supplemental data at driveways (during or after DAP); and
- Geotechnical borings for new signal poles (after borings are completed).

Consultant shall also verify the centerline monument recovery and ROW widths along Lancaster Dr. Consultant shall resolve the ROW centerlines alignments along Lancaster Drive from Center Street to Monroe Avenue.

A pre-construction record of survey is not required as part of this SOW.

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

Consultant shall prepare and provide:

- Text file containing: Point number, northing, easting, elevation, description
- Updated base map in Civil 3D 2018 format within 2 weeks of field work completion

## **TASK 3 ENVIRONMENTAL SERVICES**

Consultant shall complete necessary field and literature investigations to provide County and ODOT environmental documentation and permits required for completion of this Project. Consultant shall complete the following environmental investigations, documentation, and permits for this Project, unless marked as a CONTINGENCY TASK, which Consultant shall complete only following County and Consultant's written agreement on cost and receipt of NTP from County:

- ESA Determination of No Effect
- Historic Baseline Report
- DOE/FOE (contingency)
- Hazardous Material Survey Assessment with site specific assessment at signal pole replacement locations
- Erosion and Sediment Control Plan

The following required environmental tasks shall be completed by County:

- Schedule and conduct two community open house meetings

- Public outreach documentation

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.

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.

### **3.1 NEPA Categorical Exclusion ("CE") and Programmatic CE ("PCE") and Supporting Documentation (RESERVED)**

### **3.2 Archaeological Resources (RESERVED)**

### **3.3 Historic Resources**

All historic sub tasks must be completed by professional historians who meet the Secretary of the Interior's professional standards for architectural history and/or history (36 CFR 61, Appendix A) and who have been "qualified" through the ODOT Cultural Resources Consultant Qualification Training Program.

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

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

The Historic Resources Baseline Report must include, but is not limited to:

- Project description and a description of the APE;
- Photographs of resources that are forty-five (45) years old or older;
- Descriptions of historic resources that are forty-five (45) years old or older, including a discussion of each potential National Register of Historic Places (NRHP) eligibility (A-D); and
- Map that identifies the location of each potential historic resource within the APE. It is anticipated that up to ten (10) resources will be identified in the baseline report.

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

Consultant shall prepare and submit:

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

#### **3.3.2 Section 106 Determination of Eligibility (DOE) (Contingency Task - see Section F)**

A DOE is a finding that a property meets the eligibility criteria (A-D) for inclusion in the NRHP. A DOE shall include a brief physical description, history, context, significance, map (the historic boundary included) and photographs of resources that possess integrity of one or all of the following: location, design, setting, materials, workmanship, feeling, and association. If requested by County staff, then Consultant shall prepare draft and final DOE Reports for each historic resource that is considered potentially eligible for the NRHP. For authorized DOE Report(s), Consultant shall also prepare a Project Submittal Letter in ODOT-approved format.

Consultant shall prepare each DOE using the most recent ODOT form. The DOE must include but is not limited to:

- Physical description of the resource and contributing and non-contributing features, including the history and context of the resource, the design, setting, materials, workmanship, feeling, and association;
- Map showing the location and orientation of the resource and its historic boundary; and
- Photographs of the resource, including historic photographs and current photographs. DOE will be prepared for up to five (5) resources. ODOT Cultural/Historic Resource Specialist will transmit the final DOE(s) to SHPO and will obtain the necessary concurrence documentation from SHPO.

**Consultant Deliverables and Schedule:**

Consultant shall prepare and submit:

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

**3.3.3 Section 106 Finding of Effect ("FOE") (Contingency Task - see Section F)**

Following coordination with ODOT staff, Consultant shall prepare a FOE Report for each resource that is listed or has been determined eligible for the NRHP following the format provided by ODOT (including coordination of public outreach). The FOE Report shall include a narrative assessment of the potential effects of the Project to the historic resource's qualities that make it significant and/or eligible or listed. Consultant shall include in the FOE Report a discussion of the alternatives to avoid or minimize adverse effects. When requested by County, Consultant shall coordinate with the CPM to discuss available options to avoid or minimize adverse effects to listed or eligible historic resources. Consultant shall coordinate with ODOT to ensure that FHWA concurs with the proposed FOE on the resources prior to transmittal to SHPO. A Project Submittal Letter must be submitted with an FOE Report.

Consultant shall coordinate with ODOT to obtain FHWA concurrence with the proposed FOE on the resource(s), prior to submittal to SHPO.

Consultant shall prepare FOE using the most current ODOT form. The FOE(s) must:

Assess the Project's effects on the historic resource including: physical destruction or damage; alteration or rehabilitation; removal; change of setting; introduction of visual, atmospheric or audible elements; neglect of a property; or transfer or sale of ownership; and

Discuss alternatives to avoid or minimize adverse effects to the resource.

FOE(s) will be prepared for up to five (5) resources. County will transmit the final FOE(s) to SHPO and will obtain the necessary concurrence documentation from SHPO.

**Consultant Deliverables and Schedule:**

Consultant shall prepare and submit:

- Draft FOE(s) (in electronic WORD format) for each effected resource that is listed or eligible for the NRHP to CPM for review per Task 1 Project Design Schedule.
- Final FOE(s) (in electronic WORD and PDF format) for each effected



resource that is listed or eligible for the NRHP to CPM two (2) weeks following receipt of draft review comments.

### **3.4 Hazardous Materials**

This work is intended to identify potential sources of environmental contamination (hazardous waste, hazardous substances, toxic substances and other hazardous materials regulated under federal and State statutes and regulations/administrative rules) that could impact the Project. The results of initial research indicated the presence of at least three leaking underground storage tank sites and one state cleanup site adjacent to the API. Groundwater beneath the API is expected to be encountered at depths of less than ten (10) feet below grade.

#### **3.4.1 Hazardous Materials Corridor Assessment ("HMCA")**

Consultant shall perform the HMCA within the Project area of project impact ("API") and according to accepted environmental procedures as outlined in the Hazardous Waste Guide for Project Development (1990), by the *American Association of State Highway and Transportation Officials (AASHTO)* Special Committee on Environment, Archaeology and Historic Preservation, and the 2010 ODOT Hazardous Materials Program Procedures Guide available on the Agency website at: <https://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/docs/HazMat/HazMatProgramProceduresl.pdf>

Consultant shall prepare the HMCA report per the most recent version of the Agency Level 1 Hazardous Materials Corridor Study report template.

Consultant shall:

- Review available federal and State environmental records for hazardous waste generators, documented leaking or permitted underground storage tanks ("USTs"), sites with known or suspected releases, landfill sites, and Superfund sites using government web-based databases or using a commercial database search report. Consultant shall use the search radii set forth in American Society for Testing and Materials ("ASTM") Standard E1527-13 for these database searches. Consultant shall review DEQ files for all sites that could impact the Project Corridor to determine the nature and extent of contamination.
- Conduct a site reconnaissance of the Project API that consists of systematically traversing the Project API and viewing adjacent properties from roadways and public access areas. Consultant shall include photographs documenting Project API observations in the HMCA Report. Consultant shall use the reconnaissance to identify potential sources of contamination that could impact the proposed Project during construction or that could result in County acquiring contaminated property.
- Conduct historical research to assess past uses of the Project API and adjacent properties starting in 1920 and at ten (10) year intervals to present time. Consultant shall note data gaps in the HMCA report. Consultant shall make recommendations for additional research if the historical resources are insufficient in describing the Project API land use history for the last fifty years. The historical research must include a review of historic aerial photographs and at least one or more of the following:
  - Sanborn Fire Insurance maps
  - Historic property ownership/occupancy records
  - Interview available key County personnel familiar with the site history
  - Review chain-of-ownership documents if provided by County
- Contact County Maintenance and Engineering staff to get an accounting and records relating to prior maintenance activities that have occurred in the Project area that may relate to hazardous materials.
- Prepare an AASHTO Initial Site Assessment Checklist according to

AASHTO guidelines. Consultant shall incorporate the checklist into the HMCA Report.

- Prepare a draft and final HMCA Report to include a description of field observations, information from state and federal environmental databases, DEQ file review information, historic land use; a scaled map showing the location of all identified potential sources of contamination and sample locations and depths (as applicable), photographs, copies of historic data, copies of state and federal databases, results of any testing, and any other relevant documentation. The Report must include conclusions that identify specific sources of contamination that could impact the Project or the proposed construction work and recommendations for further investigation or remediation. Consultant shall use the County's report template to structure the Report.

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

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

Consultant shall prepare and submit:

- One (1) electronic copy (in WORD format) of the Draft Hazardous Material Corridor Assessment to CPM for review per Task 1 Project Design Schedule.
- One (1) electronic copy (in PDF format) of the Final Hazardous Material Corridor Assessment to CPM two (2) weeks following receipt of draft review comments.

#### **3.4.2 Surface and Subsurface Soil Samples (Contingency Task - see Section F)**

Consultant shall collect up to 4 surface and subsurface soil samples during the Corridor Study Site visit from areas where ground disturbance is proposed. Consultant shall design sample locations and depth to provide adequate characterization for management of such soils during construction. Consultant shall submit soil samples to an ORELAP accredited laboratory for analysis of contaminants consistent with observed, suspected, and historic land uses, and potential for spills. These analyses may include, but not be limited to gasoline, diesel, and heavy oil-range hydrocarbons, VOCs, PAHs, the thirteen (13) priority pollutant metals, pesticides and herbicides, and PCBs. If Consultant is completing a Clean Fill Determination for site soils, the laboratory results must meet detection limits that are equal to or less than the DEQ established Clean Fill Standards to the greatest extent practicable (<https://www.oregon.gov/deq/Filtered%20Library/IMDcleanfill.pdf>). Results of testing shall be included in HMCA Report.

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

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

#### **3.5.1 Endangered Species Act (ESA) No Effect Memorandum**

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

Consultant shall:

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

**Consultant Deliverables and Schedule:**

Consultant shall prepare and submit:

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

**3.5.2 Federal-Aid Highway Program (“FAHP”) ESA Programmatic Documentation**

Consultant shall coordinate and document compliance with the federal ESA for NMFS trust species using the Federal-Aid Highway Program (“FAHP”) Programmatic. All documentation for the Project design phase must follow procedures contained in the most recent version of the ODOT FAHP Programmatic User’s Guide available on the ODOT Biology ESA website. FAHP ESA programmatic documentation must be completed by an ESA qualified biologist as described above.

Consultant shall:

- Coordinate with ODOT to complete the FAHP Project Stakeholder list for the FAHP Initiation Form.
- Utilizing the latest template available on the FAHP Programmatic website, prepare and submit the Project Initiation Form to the County.

- Contact the County via phone or email for site-specific information on ESA species including but not limited to background reports and ORBIC special status species lists.
- Review all ESA information provided or obtained.
- Facilitate and attend one (1) site visit with County and NMFS to discuss Project impacts, applicable FAHP Programmatic standards, and possible modifications to the Project to meet FAHP Programmatic standards; Consultant shall prepare site visit meeting notes that include topics discussed and recommendations.
- Prepare and submit all required FAHP Programmatic forms to County for the Project, utilizing the latest templates available on the ESA website. In addition to the Initiation Form detailed above, the following forms may be required as part of the FAHP Project Notification documents:
  - Notification Form
  - Additional Info
  - Additional Stormwater
  - Change Form

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

Consultant shall prepare and submit:

- Draft site visit meeting notes (one (1) electronic MS Word copy) within five (5) business days of meeting.
- Final site visit meeting notes (one (1) electronic PDF copy) within five (5) business days of receiving County comments.
- Draft FAHP Project Initiation Form for County review within two (2) weeks of FAHP initiation site meeting.
- Final FAHP Project Initiation Form for County approval within one (1) week of receiving County and County comments.
- Draft FAHP Project Notification documents for County review with Advance Plans.
- Final FAHP Project Notification documents for County and County approval no later than two (2) weeks after receiving County and County comments.

### **3.6 Wetland and Water Resources (RESERVED)**

### **3.7 Environmental Permits and Clearances (RESERVED)**

#### **TASK 4 PUBLIC INVOLVEMENT SUPPORT**

Consultant shall assist County, 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 Plan (RESERVED)**

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

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

- community open house

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

- meeting agenda,
- project fact sheets,
- aerial graphics,
- roll maps,

- project drawings
- PowerPoint presentation

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

**Consultant Deliverables and Schedule:**

Consultant shall:

- Provide written meeting summaries within five (5) working days of each meeting to CPM.
- Provide one set of documents, as bulleted above, to be presented at each meeting.

**4.3 Electronic Communication (RESERVED)**

**TASK 5 UTILITIES**

Consultant shall support County in utility relocation coordination. This work includes assisting County with identifying utilities that may be in conflict with the Project work and reviewing utility relocation plans provided by County utility coordinator. It is assumed that up to seven (7) utility owners have facilities located within the project limits.

**5.1 Utility Location and Coordination**

County will coordinate with utility companies to obtain utility system mapping information from utilities located within the Project limits. Consultant shall incorporate utility mapping and/or utility pothole information for verification of utility size and depth into the project base map.

If requested by County, Consultant shall attend up to three (3) Utility Coordination Meetings at County's office or at the project site.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Coordination and communication to assist County utility coordinator
- Updates to the survey base map to reflect existing utility information provided by the utility owner through County.
- Attendance at utility coordination meeting with County and Utility owner(s).

**5.2 Utility Report (RESERVED)**

**5.3 Utility Coordination Meetings (RESERVED)**

**5.4 Utility Relocations**

Consultant shall assist County utility coordinator in their efforts to develop and execute a plan for relocating utilities to resolve conflicts with the Project design. As part of that effort, Consultant shall:

- Prepare conflict maps
- Review Conflict Notices prepared by County
- Review Utility Relocation Plans and Relocation Time Requirement Letters prepared by County

**5.4.1 Utility Conflict Maps**

Consultant shall evaluate the roadway design using the utility location information provided by County as obtained from the utility owners/operators and identify potential conflicts. For those utilities where a conflict is anticipated, Consultant shall prepare an exhibit showing the conflict for use by County in coordinating with the utility owner.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Utility conflict maps (to scale pdf) within two (2) weeks of County's request.

**5.4.2 [RESERVED]**

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

Consultant shall review Conflict Notices to the utility owners prepared by County for consistency with the roadway design.

Consultant shall review utility relocation plans prepared by utility companies and provided to the Consultant by County and provide comments on completeness and accuracy.

Consultant shall incorporate information from Time Requirement Letters (second notice) to each utility owner into the project special provisions.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Comments on Conflict Notices within one (1) week of receipt.
- Comments on utility relocation plans within two (2) weeks of receipt.
- Incorporate Time Requirement Letter(s) submitted to each utility into deliverables for Tasks 15.2 and 15.3.

**5.5 Utility Reimbursement (RESERVED)**

**5.6 Utility Certification (RESERVED)**

**TASK 6 GEOTECHNICAL / PAVEMENT SERVICES**

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

- Surface and subsurface conditions at signal pole locations.
- Areas of pavement rehabilitation and/or new pavement construction.
- Infiltration testing at proposed shallow infiltration swale.

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

**Data Review:**

Consultant shall review available existing information to evaluate the following:

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

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

- Existing published and unpublished literature from ODOT/County/City of Salem records
- Previous geology and/or geotechnical reports from ODOT, federal, city, county, or other officials, consultants, groups or individuals pertinent to the Project
- As-built roadway plans (as available)
- Maintenance records

**Reconnaissance:**

Consultant shall conduct a pavement and geotechnical reconnaissance of the site consisting of up to two (2) separate site visits. Consultant shall identify the following:

- Geologic conditions at the Project site, any geologic hazards present and their impacts to the proposed Project elements.
- General condition of the existing pavement

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).
- Identify site constraints, staging concerns (for exploration and construction), and environmental considerations
- Locate potential pavement core explorations and paint on the ground proposed core locations.
- Locate borings and stake or paint on the ground proposed boring locations.

**Consultant Deliverables and Schedule:**

Information from this task shall be incorporated into deliverables for Tasks 6.2, 6.5 and 6.6.

**6.2 Exploration and Testing Work Plan (ETWP)**

Consultant shall prepare an Exploration and Testing Work Plan (ETWP) prior to beginning field work. No field work is to be performed, other than initial site reconnaissance, before review and approval by County of the ETWP.

The ETWP shall address the proposed drilling (borings and cores), cone penetration test (CPT) probes, test pits, and drive probe locations; site access; exploration and sampling procedures; preliminary laboratory testing plan; safety plan; and the traffic control plan. The traffic control plan must address minor road encroachments as well as lane and/or shoulder closures for activities associated with cores, borings, CPT probes, test pits, and drive probes, and restoration of pavements, shoulders, and other areas disturbed due to subsurface exploration activities, including erosion control measures.

Consultant shall obtain required Right-of-Entry Permits from County for exploration locations in public ROW prior to beginning field work.

Consultant shall obtain required Right-of-Entry Agreement(s) from the property owner(s) under Task 14.1 prior to beginning field work.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- ETWP in MS Word format at least five (5) business days prior to beginning field work to CPM.

**6.3 Geotechnical and Pavement Explorations**

Consultant shall conduct field investigation work in accordance with the most current versions of the ODOT Geotechnical Design Manual and the ODOT Pavement Design Guide.

All field explorations shall be performed in conformance with the approved ETWP developed in Task 6.2. When possible, Consultant shall coordinate traffic control and other subcontractors, such as drillers, to provide exploration services for both pavement and geotechnical explorations concurrently.

Consultant shall perform subsurface explorations to estimate and characterize the in situ soils for the purposes of addressing foundation support and other geotechnical or geological considerations for the following:

- Supporting the anticipated mast arm of signal poles.
- Shallow infiltration swale

Consultant shall use data from the subsurface explorations to determine if site conditions are consistent with the assumptions stated on ODOT standard drawings for mast arm poles, and to provide soil bearing information to support the anticipated structure(s). The anticipated subsurface explorations to be performed for the Project are shown in the following table:

TEST METHOD	EST # OF TESTS	DEPTH(S) OF EXPLORATION(S)
Drilled Borings	2	30 feet
Pavement Cores	10	Up to 3 feet
Infiltration Tests	1	4 Feet

Consultant shall provide an experienced engineer or geologist to supervise the field operations for in situ data gathering.

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

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

The pavement field investigation program will include:

- Falling weight deflectometer testing
- Ground penetrating radar testing
- Pavement core explorations
- Shallow boring or soil probe explorations
- Visual condition survey of the existing pavement
- Rut depth measurement of the existing pavement

The anticipated pavement tests and/or explorations to be performed for the Project are shown in the following table:

TEST METHOD	EST #	TEST INTERVAL(S)
Pavement Core Explorations	12	4 outside lanes, 4 inside lanes, 4 center median
Falling Weight Deflectometer Test	90	100-foot intervals in each travel lane
Ground Penetrating Radar	5	5 total GPR lines. One line in each travel lane and one line in the center median.

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.



Consultant shall perform the exploration work while following additional requirements as follows:

- Boring locations that have restrictions must be performed in conformance with the permit requirements.
- Collect the drill cuttings and drilling mud in sealable steel drums and remove from the site, unless otherwise coordinated with County.
- The borings must be abandoned and backfilled according to Oregon Water Resources Department (OWRD) regulations.
- All borings and core holes through pavement must be patched with cold patch asphalt emulsion, quick set PCC, or as approved by County.
- Core samples of the pavement must be retrieved using a diamond bit core drill.
- Pavement cores must be logged according to the ODOT Pavement Design Guide and photographed for inclusion in the report.

County will gather the appropriate traffic information for Consultant to compute the eighteen (18) kip equivalent single axle loads (ESALs) within the project limits. Compute the ESALs as required by the ODOT Pavement Design Guide. Consultant shall estimate the growth rate based on available traffic forecasts and shall acquire the traffic data for ESAL calculations by conducting classified traffic counts or using data from County.

**Consultant Deliverables and Schedule:**

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

**6.4 Laboratory Testing**

Consultant shall perform laboratory tests on disturbed and/or undisturbed soil samples obtained from the explorations in order to:

- Characterize the subgrade and subsurface soils
- Develop engineering soil parameters for the signal foundations and pavement design
- Assist with determining engineering geologic unit boundaries
- Check field soil classification.

The laboratory testing program shall be performed in accordance with standard ASTM and Agency practices to include the following:

- Moisture/density;
- Atterberg limits;
- Gradation (minus No. 200 sieve wash);
- Gradation (hydrometer analysis at infiltration test locations).

**Consultant Deliverables and Schedule:**

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

**6.5 Pavement Design Report**

Consultant shall prepare a Pavement Design Report indicating pavement design criteria, design parameters, and pavement design recommendations to be used for the Project. Consultant shall provide pavement design recommendations for up to a total of three (3) pavement sections:

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

A cost estimate shall be developed for each of the design alternatives.

Unless otherwise specified, the pavement designs shall be developed for design periods as provided in the current version of the ODOT Pavement Design Guide. Pavement section design shall be performed in accordance with the most current version of the ODOT Pavement Design Guide.

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.

No more than one Draft Pavement Design Report will be submitted.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Draft Pavement Design Report in MS Word and PDF format to be incorporated into DAP delivered under Task 13.
- Final Pavement Design Report in PDF format to CPM within three (3) weeks of receipt of comments from County.

**6.6 Geotechnical Report and Foundation/Geotechnical Data Sheets**

Consultant shall prepare a Geotechnical Report according to the ODOT Geotechnical Design Manual criteria for submittal to County for review. The Geotechnical Report must:

- Summarize the geotechnical design and construction recommendations.
- Identify general specification criteria for the construction contract and provide recommendations for special provisions, if required.
- Summarize the results of the geotechnical analyses.
- Provide design recommendations for the signal and sign foundations.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Draft Geotechnical Report in MS Word and PDF format to be incorporated into DAP delivered under Task 13.
- Final Geotechnical Report in PDF format to CPM within two (2) weeks of receipt of comments from County.

**TASK 7 HYDRAULICS RELATED SERVICES**

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

**7.1 Hydraulic Site Investigation (RESERVED)**

**7.2 Hydrologic Analysis (RESERVED)**

**7.3 Hydraulic Analysis (RESERVED)**

**7.4 Hydraulics Report (RESERVED)**

**7.5 Stormwater Management Design**

The purpose of this subtask is to design stormwater systems for the conveyance and treatment of drainage in the Project. This task only applies to the widening of the west leg of Auburn Road at Lancaster Drive. Stormwater conveyance and treatment design is not required for any other locations within the Project.

**Stormwater Quality Design**

The purpose of this subtask is to provide design of stormwater management facilities that provide water quality treatment of highway runoff per local agency standards, ODOT Hydraulics Manual, and/or Federal Aid Highway Program Programmatic Biological Opinion, whichever standard is most strict.

Consultant shall:

- Define Contributing Impervious area.
- Delineate on-site drainage subbasins.
- Identify treatment Best Management Practice ("BMP") types applicable for the site.
- Identify potential locations to site facilities within and outside the existing right-of-way.
- Estimate facility size, type and space needs at each of the potential locations.
- Evaluate constraints to siting a stormwater facility (i.e.-drainage area, adjacent grades, roadway safety, presence of existing utilities, protected resource areas, etc.)
- Prepare up to two stormwater management strategies that combine potential stormwater facilities into a comprehensive solution for meeting the needs of the Project.
- Compare alternative stormwater management strategies and recommend a preferred strategy.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Prepare one stormwater quality plan/profile sheet and one detail sheet to be included with DAP (Task 13), Advance PS&E (Task 15.2) and Final PS&E Package submittal (Task 15.3)

**Stormwater Quantity Design.**

Design of stormwater management facilities that control quantity and flow rate is not required for this Project.

**7.6 Stormwater Design Report**

The purpose of this subtask is to provide preliminary stormwater design recommendations and document the final stormwater facility design recommendations.

Consultant shall prepare a preliminary version of the Project Stormwater Design Report per ODOT Hydraulics Manual and County stormwater treatment guidelines containing preliminary stormwater facility design recommendations.

Consultant shall prepare a final Stormwater Design Report to reflect Agency and County review comments on stormwater facility design recommendations, changes to stormwater facility design due to advancement of the overall Project design, and supporting documentation of the final stormwater facility design.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Draft Stormwater Design Report in PDF file format, along with an MS Word file containing the report narrative due with the Design Acceptance Package.
- Final Stormwater Design Report, PDF file of complete report due with the Final Plans.

**7.7 Stormwater Operation and Maintenance (O&M) Manual (RESERVED)**

**7.8 Temporary Water Management Design (RESERVED)**

**7.9 Floodplain Impact Analysis (RESERVED)**

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

Consultant shall provide a 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**

Consultant shall prepare a traffic analysis to determine design elements for a new eastbound to northbound left turn lane on Auburn Road at Lancaster Drive, to include the following:

- Lane configurations
- Turn lane length
- Traffic signal phasing

The County will collect the following traffic data for Consultant:

- One twenty four (24)-hour vehicle count (including vehicle classifications and speed) along Auburn Road
- Two forty eight (48)-hour vehicle counts (including vehicle classifications and speed) along Lancaster Drive. One count will be conducted north and one count conducted south of Auburn Drive. These counts will be used for pavement design purposes.
- One AM and one PM turn movement counts at Auburn Road and Lancaster Drive

Consultant shall conduct AM and PM peak traffic analysis for both existing conditions and future conditions approximately twenty (20) years in the future at the following locations:

- Auburn Road at Lancaster Drive

Future traffic volumes must be based on a current Transportation System Plan ("TSP") for the City of Salem or a regional travel demand model. Consultant shall determine future volume estimates as agreed upon with Marion County during development of this SOW.

Capacity analysis must be based on current Highway Capacity Manual ("HCM") methodology. Left turn signal phasing must be determined based on ODOT Signal Policy and Guidelines.

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

Consultant shall provide:

- Draft Traffic Analysis Technical Memorandum documenting the results of the traffic analysis within the DAP (Task 13)
- Final Traffic Analysis Technical Memorandum to CPM within two weeks of receiving comments from County.

### **8.2      Traffic Signal Design**

Consultant shall prepare plans, specifications and construction cost estimate ("PS&E") for the construction of a new traffic signal at the following location:

- Intersection of Lancaster Drive and Auburn Road

All traffic signal plans and specifications must conform to Manual on Uniform Traffic Control Devices ("MUTCD"), ODOT, City of Salem, and National Electric Code ("NEC") standards as applicable. Consultant shall coordinate with the utility for service connections.

Plans and specifications shall include locating pedestrian push buttons to meet current MUTCD and ADA standards, in accordance with the ODOT Signal Design Manual, the ODOT Signal Policy and Guidelines, and applicable ODOT standard drawings.

The Consultant shall conduct a field review, research and confirm the location of the proposed (new) equipment. The field review and research will be conducted to minimize the possibility of conflicts between the new pole foundations, underground utilities, and street trees.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- 30% Traffic Signal plans and cost estimate included in DAP (Task 13)
- Advance Traffic Signal plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final Traffic Signal plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

### **8.3 Traffic Signal Interconnect**

Consultant shall prepare PS&E for fiber interconnect modifications to remove and reinstall a new fiber splice vault (to be impacted by intersection improvements), to pull back and reinstall the existing fiber optic cable into the new traffic signal controller cabinet. The traffic signal interconnect work will occur at the following location:

- Lancaster Drive NE at Auburn Road NE

The traffic signal interconnect plans and specifications shall conform to ODOT, City of Salem and NEC standards as applicable. The Consultant shall conduct a field review of the existing system to ensure the appropriate design modifications are made.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Preliminary Traffic Signal Interconnect plans, specifications, and cost estimate included in Design Acceptance Package submittal (Task 13)
- Advance Traffic Signal Interconnect plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final Traffic Signal Interconnect plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

### **8.4 Permanent Signing**

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:

- 30% Permanent Signing plans and cost estimate included in DAP (Task 13)
- 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)

### **8.5 Permanent Pavement Markings**

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:

- 30% Permanent Pavement Marking plans and cost estimate included in DAP (Task 13)
- 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)

## **8.6 Illumination Design (RESERVED)**

## **8.7 Temporary Traffic Mobility (RESERVED)**

### **8.8 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. ODOT standard plans must be referenced where possible. 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, ODOT and Marion County requirements.

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

Consultant shall provide:

- 30% TCPs and cost estimate included in DAP (Task 13)
- 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)

### **8.9 Pedestrian Traffic Analysis**

Consultant shall conduct a pedestrian crossing evaluation for approval by County to determine the appropriate treatment for a pedestrian crossing on Lancaster Drive NE.

#### **Data Collection**

The traffic analysis must include existing vehicle and pedestrian volumes. Future volumes will not be forecasted. The Consultant shall gather traffic and pedestrian count information at the crossing that shall consist of the following:

- One (1) 14-hour counts - pedestrian volumes and crossing locations on Lancaster Drive NE, between Center and State. These counts are to be conducted on a weekday.
- Up to three (3) 24-hour bi-directional speed/volume count along Lancaster Drive NE between Center and State Streets

The Consultant shall conduct a pedestrian crossing analysis that shall follow guidance from the following:

- *Manual on Uniform Traffic Control Devices*
- *Traffic Control Devices Handbook*,
- NCHRP Report 526 *Improving Pedestrian Safety at Unsignalized Crossings*.

Consultant shall include the following elements in the Pedestrian Crossing Analysis Report:

- Existing Conditions
  - Existing pedestrian volumes
  - Existing vehicle volumes
  - Peak period gap analysis - both pedestrian and peak hours
  - Five plus-year pedestrian crash summary
    - Consultant shall obtain ODOT reported crash data for most recent five (5)-year complete data set (year 2013 thru year 2017)
    - County data from the Marion County Sheriff's Office (MCSO) will be provided by County staff (year 2013 to current MCSO reported)
  - Transit facility summary, including locations and frequencies
- Proposed Crossing Treatment
  - Project need identification
    - Up to three (3) crossing locations
    - Evaluation and warrant analyses
    - Enhancement alternatives and recommendations
    - Illumination analysis and recommendations at proposed crossing(s) - using AGI 32 software and County light level requirements

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

Consultant shall provide:

- Draft Pedestrian Crossing Analysis Technical Memorandum documenting the results of the analysis within the DAP (Task 13). A graphical output of the lighting analysis shall be included with recommendations.
- Final Pedestrian Crossing Analysis Technical Memorandum to CPM within two weeks of receiving comments from County. A graphical output of the lighting analysis shall be included with recommendations.

#### **8.10 Pedestrian Beacon System PS&E(Contingency Task - see Section F)**

If warranted by the Pedestrian Traffic Analysis and authorized by CPM, Consultant shall prepare plans, specifications and construction cost estimate ("PS&E") for the warranted and approved treatment consisting of either of the following:

- RRFB (Rectangular rapid flashing beacon) system, or
- HAWK (High-Intensity Activated Crosswalk Beacon) system interconnected with existing traffic signals

Consultant shall design a new hardwired push button activated crossing system and crosswalk lighting. The system shall be designed to operate according to current Manual on Uniform Traffic Control Devices ("MUTCD"), ODOT, City of Salem, and National Electric Code ("NEC") standards as applicable. Consultant shall coordinate with the utility for service connections.

Consultant shall coordinate with the local electric utility for service connections.

Plans and specifications shall include locating pedestrian push buttons to meet current MUTCD and ADA standards, in accordance with the ODOT Signal Design Manual, the ODOT Signal Policy and Guidelines, and applicable ODOT standard drawings.

The Consultant shall conduct a field review, research and confirm the location of the proposed (new) equipment. The field review and research shall be conducted to minimize the possibility of conflicts between the new pole foundations, underground utilities, and street trees. The following plans will be developed as part of this task:

- Legend Sheet - combined with Traffic Signal Legend
- Beacon system with Illumination sheet- One plan sheet (1"=10')
- Details as needed

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- 30% Beacon system plans and cost estimate included in DAP (Task 13)
- Advance Beacon system plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final Beacon system plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

**TASK 9           RAILROAD COORDINATION (RESERVED)**

**TASK 10          ROADWAY DESIGN**

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

**10.1           Design Criteria**

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

- Obtain functional classification facility based on current TSP
- Determine design vehicles
- Obtain existing and design year ADT from traffic report or Project Prospectus
- Determine design speed
- Obtain mobility requirements or level of service targets
- Confirm access control requirements or access management techniques
- Determine pedestrian and ADA design considerations
- Determine bicycle design considerations
- Determine transit design considerations
- Review crash data / history
- Determine sight distance considerations
- Determine cross slope
- Determine maximum grade, vertical curves
- Determine cross section elements:
  - Number and width of travel lanes
  - Shoulders
  - Curbs
  - Sidewalks
  - Curb ramps
  - Side slopes
  - Stormwater treatment (drainage facilities)
  - Parking



- Determine intersection design elements
  - Through and turn lanes
  - Curb radii
  - Curb Ramps
  - Cross slopes

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Draft design criteria electronically to CPM within four (4) weeks from Notice to Proceed (NTP).
- Final design criteria electronically to CPM within one (1) week from receipt of County comments.

**10.2 Concept Plans/Alternative Analysis (RESERVED)**

**10.3 Roadway Design Exceptions (Contingency Task) (RESERVED)**

**TASK 11 BRIDGE DESIGN (RESERVED)**

**TASK 12 LOCAL PERMITS (RESERVED)**

**TASK 13 DESIGN ACCEPTANCE PACKAGE**

The objective of the DAP is to identify the size of the Project footprint, required design exceptions and any required environmental permits prior to preparing the Advance and Final Plans.

Consultant shall prepare a DAP that includes design plans, cost estimate and a design narrative that addresses the following:

- Description of the purpose, need, and design solution for the Project;
- Summary of existing conditions, (i.e., Project location, roadway classification, lanes, ADT, posted speed, and other design standards pertinent to the Project);
- Summary of 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);
- Summary of the Traffic Analysis;
- Environmental impacts and mitigation measures;
- Environmental permitting requirements;
- Utility conflicts;
- Public Involvement efforts;
- Description of geotechnical subsurface conditions;
- Draft Geotechnical Report;
- Draft Stormwater Design Report;
- Description of drainage features;
- ROW needs;
- Construction staging, temporary detours, and temporary protection and direction of traffic during construction;
- Design acceptance checklist

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

Name of Sheet	Scale	Estimated # of Sheets
Title sheet	NTS	2
Typical sections	1" = 10'	3
Details	NTS	5
Temporary protection and direction of traffic (including bicycle and pedestrian traffic)	1" = 100'	5
Construction staging	1" = 100'	2
Roadway plans	1" = 40'	6
Drainage & Utility plans	1" = 40'	6
Roadway profiles	1"=40'H 1"=4'V	6
Erosion control	1" = 40'	6
Water Quality Plan and Profile	1" = 20'	1
Water Quality Details	NTS	1
Sign and striping plans	1" = 40'	6
Traffic Signal Interconnect Plans	Varies	2
Signal plans	Varies	6
Landscaping	1" = 100'	2

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

Marion County will provide comments on the DAP. Consultant shall address County comments. Consultant shall attend a DAP 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 DAP Plan Review Meeting.

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

For budgeting purposes, no design exceptions are anticipated.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- One (1) electronic copy of DAP in PDF format to CPM within sixteen (16) weeks of NTP.
- One (1) electronic copy of written responses to DAP review comments CPM within one (1) week of the DAP Plan Review Meeting.

**TASK 14 RIGHT OF WAY (ROW)**

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

- Right of Way Services Agreement specific to the Project
- *"ODOT Right of Way Manual"*
- *"ODOT Guide to Appraising Real Property"*
- *"ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide"*
- ORS 35, with reference to the *"Uniform Appraisal Standards for Federal Land Acquisitions"*

Consultant shall utilize all forms, spreadsheets, brochures and pamphlets referenced in the *ODOT Right of Way Manual*. These forms, spreadsheets, brochures and pamphlets shall not be altered. They may be obtained through the Region Right of Way Manager or Designee or on-line at: <http://www.oregon.gov/ODOT/HWY/ROW>

Consultant shall track status for all parcel files to be acquired for ROW purposes in the format provided by ODOT. Consultant shall coordinate the details of this process with the Region 2 Right of Way Manager or Designee at the project kickoff meeting.

For estimating purposes, up to eighteen (18) files are anticipated for this project.

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

Consultant shall prepare, negotiate, and obtain property owner signatures for temporary right-of- entry documents for the purposes of environmental and geotechnical studies for up to 6 parcels. Consultant shall use template provided by ODOT.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Right-of-entry documents for signature to CPM within 4 weeks of NTP for this Contract.
- Signed right-of-entry documents to CPM prior to onsite work occurring.

**14.2 Title Reports and Document Requests**

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

Consultant shall obtain preliminary title reports for each impacted property. Consultant shall obtain all title reports from one Title Company (so long as Project is located within one county).

**Consultant Deliverables and Schedule:**

Consultant shall provide:

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

### **14.3 Right of Way Engineering, Maps & Descriptions**

The purpose of this subtask is to prepare right of way engineering products used in the acquisition of real property. The estimated number of right of way files is 18; 17 temporary construction easements and 16 permanent easements. County will provide electronic files supporting the resolved right of way. Consultant shall perform ROW data research as necessary to prepare the following:

1. Right of Way acquisition map
2. AutoCAD file used to prepare the acquisition map
3. Right of Way legal descriptions and exhibits

Consultant shall collect and review general Project background documentation, recorded surveys and conveyance documents, and shall follow all statutes. The right of way acquisition map, exhibits and legal descriptions shall be prepared in accordance with Marion County requirements. Consultant shall complete one set of revisions based on review comments. Consultant shall place staking in the field during Project development. This may include, existing ROW, proposed ROW, proposed easements. If requested, Consultant shall physically mark the proposed right of way in the field for use by the right of way appraiser and the property owner. Up to two site visits will be used to place field staking.

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

Consultant shall provide:

- ROW Map(s) in PDF format to CPM per the schedule developed in Task 1 Project Management.
- ROW real property description(s) in PDF format to CPM per the schedule developed in Task 1 Project Management.
- A copy of the vesting documents for each property owner and ROW file in PDF format to CPM per the schedule developed in Task 1 Project Management.
- Stakes, flagging, or paint on the ground showing the limits of planned improvements (e.g. earthwork catch or back of sidewalk), existing right of way, and planned right of way placed within 7 calendar days of County request or just prior to the beginning of negotiations with the property owners. Up to 2 site visits total for all properties.

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

Consultant shall prepare a ROW programming estimate for use by the Right of Way Section to program funds for property acquisition. Consultant shall obtain the most current version of the Programming Estimate form to be used on all State and Federally funded projects from the Region Right of Way Manager or designee. The programming estimate shall include the Project name and county in which the Project is located and all Project ROW costs, including separate Consultant and ODOT ROW costs as outlined in the Right of Way Services agreement with County. The ROW programming estimate shall include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all items. The programming estimate shall be submitted to the appropriate Region Right of Way Manager or Designee for review.

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

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

Consultant shall provide:

- One (1) draft Programming Estimate for delivery electronically to CPM per the schedule developed in Task 1 Project Management.
- One (1) final Programming Estimate for delivery electronically to CPM per the schedule developed in Task 1 Project Management.

**PLEASE NOTE:** Consultant shall not perform any services described in Tasks 14.5 through 14.10 below until County issues NTP for the ROW phase of the Project based on obligation of the funds by ODOT and FHWA.

#### **14.5 Preliminary Activities/Donation Requests**

Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice (GIN), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map (marked Preliminary and showing the parcel(s) to be purchased) to all owners and occupants of affected properties. Consultant shall send GIN via certified mail with proof of delivery kept in the parcel file.

Consultant shall arrange pre-negotiation contacts with property owners and identify property and Project issues by providing the following Services for each file:

- Contact property owners to provide general information about the Project and attempt to obtain donation of property rights to construct public improvement Project. If property owners are considering a donation, then Consultant shall inform them in writing of their right to just compensation; such property owners may elect to donate by signing a waiver of their rights.
- Provide written Donation Report or outcome of property owner meetings, if property owner is unwilling to donate.

For each property that is donated, Consultant shall prepare a closing packet to include the executed Donation Request Acknowledgement and Conveyance Document, original recorded documents and title insurance policy.

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

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

Consultant shall provide:

- GINs, one (1) hard copy to each property owner and one (1) electronic copy each to ODOT and CPM within twenty (20) business days following NTP for the ROW acquisition phase.
- Written Donation Report or outcome of initial contact with property owner, one (1) electronic copy each to ODOT and CPM within twelve (12) weeks of NTP for the ROW acquisition phase.
- Closing Packet (Executed Donation Request Acknowledgment and Conveyance Documents), Original Recorded Documents and title insurance policy for any permanent ROW acquired through donation, one (1) hard copy to ODOT and CPM no later than fourteen (14) weeks prior to bid date.

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

Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and on ODOT's Qualified Appraisers List.

Consultant shall provide one real estate appraisal for each property *or properties which constitute the "larger parcel" as described in the ODOT Right of Way Manual* from which an interest is to be

acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the Region 2 Right of Way Manager or designee.

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

- Abbreviated or short form appraisals for simple takings.
- Detailed (before/after) appraisals for complex takings.

Consultant shall prepare all reports and estimates necessary to value specialty items to be acquired or to support cost-to-cure estimates.

Consultant shall provide not fewer than fifteen (15) days written notice to owners of the planned appraisal inspections. The property owner and designated representative, if any, shall be invited to accompany the appraiser on any inspection of the property for appraisal purposes. Consultant shall send this notice via certified mail with proof of delivery and kept in the parcel file.

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

Consultant shall perform independent reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to ODOT and CPM for final approval.

County will establish just compensation for each property owner and will notify Consultant.

Consultant shall continue documentation in the Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the written notice of appraisal inspection, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the appraisal.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Fifteen (15) Day Notice of Appraisal Inspection to each property owner and electronic copy to Region ROW Liaison and CPM per the schedule developed in Task 1 Project Management.
- Report of Personal Interview to Region ROW Liaison and CPM within three (3) business days of request.
- Appraisal and Appraisal Review in electronic format for each file to Region ROW Liaison and CPM as per Project Design Schedule developed under Task 1, as follows:
  - Value Finding/ Taking and Damages Appraisal (for simple takings), OR
  - Detailed Before & After Appraisal (for complex takings)
  - Specialty reports, if necessary, prior to incorporation in appraisal reports

**14.7 Acquisition Services**

All ROW shall be acquired in the name of Marion County. Consultant shall conduct negotiations, on behalf of County, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on Appraisal Review.

Consultant shall be responsible for clearing title encumbrances identified on the Preliminary Title Report or making the offer subject to clearing title encumbrances. Consultant shall present any requests for taking

title subject to one or more outstanding interests to ODOT and County for approval. Fee owners' and contract purchasers' ownership interests must be cleared. When impacted by the taking, lessees' interests must also be cleared.

Consultants shall prepare and present to County the draft Offer Packets. All offers will be made on Marion County letterhead, will include County contact information, and will be signed by County. These Offer Packets shall include, but are not limited to, acquisition and relocation brochures, offer- benefit letter, acquisition and relocation summary statements, Terms of LPA's Offer signed by County, copy of appraisal, map of acquisition, instruments of conveyance and W-9 form (if money is exchanged).

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

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

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of ROW to ODOT and County for final approval, payment, conveyance of title and recording.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) with a justification letter and owner supplied supporting documentation to ODOT and County for approval. If accepted see above.
- IF an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall continue documenting the Report of Personal Interview for each file. The Report of Personal Interview must include contact with property owners, owner's attorneys and occupants; efforts to achieve amicable settlements; owners' suggestions for changes in plans; responses to owners' counterproposals etc.

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

Consultant shall provide the following per the Project Design Schedule developed under Task 1:

- Draft Offer Packet for review for each file to Region ROW Liaison and CPM.
- Final Offer Packet for review and signature to CPM.
- Final Offer Packet sent certified mail or delivered in person for each file.
- Final Report Packet (see Appendix A, Contractor Services Guide) for each file for payment, conveyance of title and recording to Region ROW Liaison and CPM.
- If applicable, proposed counter offers with justification information to Region ROW Liaison and CPM.
- If applicable, Recommendation for Condemnation to Region ROW Liaison and CPM.
- Report of Personal Interview to Region ROW Liaison and CPM with 3 business days of request.

#### **14.9 Condemnation Process Assistance ( CONTINGENCY TASK - See section F)**

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

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

*Note: County will initiate Condemnation proceedings.*

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

Consultant shall provide:

- Final Offer letter to property owner (s), with a copy to ODOT and County as stated in the NTP for this contingency task.

#### **14.10 ROW Certification**

Consultant shall certify to ODOT on the approved Certification form that;

- The County has legal and physical possession of needed ROW;
- Relocation assistance has been completed for all displaced persons and businesses and that all displaced residential occupants have relocated and have been offered decent, safe and sanitary housing;
- All acquisition of ROW and relocation activities have been completed in full compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as currently amended as well as Oregon state laws, civil rights laws, and other applicable federal and state regulations and policies.

Consultant, in cooperation with County, shall submit the ROW Certification form to ODOT for further processing.

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

Consultant shall provide:

- ROW Certification form, one (1) electronic copy (email acceptable) to Region ROW Manager or Designee and the CPM no later than twelve (12) weeks prior to Project bid date.

#### **TASK 15 PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)**

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

**Table 15**

<b>Name of Sheet</b>	<b>Scale</b>	<b>Estimated # of Sheets</b>
Title sheet	NTS	2
Typical sections	1"=10'	3
Details	NTS	10



Temporary protection and direction of traffic (including bicycle and pedestrian traffic)	1"=100'	8
Construction staging	1"=100'	2
Roadway plans	1"=40'	6
Drainage and Utility plans	1" = 40'	6
Roadway profiles	1"=40'	6
Erosion control	1"=40'	6
Pipe data sheet	1"=40'	1
Water Quality Plan and Profile	1"=20'	1
Water Quality Details	NTS	1
Sign and striping plans	1"=40'	6
Sign and striping details	NTS	5
Traffic Signal Interconnect Plans	Varies	2
Signal plans	Varies	6
Landscaping	1"=100'	2

### **15.1 Preliminary PS&E (60%) (RESERVED)**

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

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

#### **Advance Plans:**

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

#### **Advance Special Provisions:**

Consultant shall prepare Project Special Provisions based on changes and clarifications to the Project design, as determined at Advance plans and in accordance with 2018 *Oregon Standard Specifications for Construction as amended* and *Agency Specification and Writing Style Manual*. Consultant shall prepare the Special Provisions to the 90% level (the "Advance Special Provisions") in MS Word utilizing "Track Changes".

The Advance Special Provisions must incorporate the applicable ODOT 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](http://www.oregon.gov/ODOT/HWY/SPECS/Pages/Boilerplate%20Special%20Provisions.aspx)

Consultant shall obtain concurrence from the proper ODOT technical resource 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 technical resource concurrence using ODOT's Special Provision Summary Form. The list of Agency technical resources and corresponding special provision can be found at the following website:

<http://www.oregon.gov/ODOT/HWY/SPECS/Pages/index.aspx>

Consultant shall submit the ODOT Civil Rights Request for Goals Worksheet to the ODOT Office of Civil Rights and incorporate the appropriate Disadvantaged Business Enterprise ("DBE") goals, Minority, Women, and Emerging Small Business ("MWESB") aspirational target values, and On the Job Training (OJT) hours into the Project Special Provisions;

Consultant shall submit the Local agency risk assessment form to the CPM and incorporate the resulting insurance information into the Special Provisions.

#### Advance Cost Estimate:

Consultant shall update the construction cost estimate quantities and unit costs utilizing ODOT 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 ODOT, County and Consultant historic bid information and anticipating a 2021 bid letting. Consultant shall prepare the final cost estimate using the Certified Local Public Agency Cost Estimate Form.

#### 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.

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

Consultant shall submit the following to the CPM within eight (8) weeks of the CPM's written approval (e-mail acceptable) of the Advance Plans (90%) (Task 15.2):

- 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)
- Local agency risk assessment form
- Special Provisions summary form

- Civil Rights request for goals worksheet

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

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

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

Consultant shall coordinate with the CPM to ensure all deliverables listed on the most current Certified LPA PS&E Submittal and Completeness Checklist will be satisfied. Refer to Section D of the LAG for Certified LPAs for a link to the checklist.

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 two (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, not later than the scheduled PS&E due date, to the CPM:

Description	To CPM
	Electronic
Un-signed Final Design Plans (11 x 17)	PDF
Project Special Provisions	Word & PDF
POR Certification with all Special Provisions sections stamped	PDF
Signed Special Provision Integrity Certification	PDF
Special Provision Summary Form	Excel
Email from Civil Rights noting Applicable DBE goals, MWESB targets and OJT hours	Email
Cost Estimate	PDF, .est & .dat
CPM Construction Schedule (11 x 17 in color)	PDF
Project Mobility Considerations Checklist	PDF
NEPA Approval Documentation (delivered under Task 3)	PDF
ROW Certification (delivered under Task 14)	PDF
Utilities Certification (delivered under Task 5)	PDF
AutoCAD Civil 3D Design Files	DWG
Construction Handoff Package (cross sections and staking notes)	PDF

+ Signed PS&E Checklist

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

- POR-signed Final Plans in PDF format
- Signed PS&E Submittal and Completeness Checklist

### **15.4 Letter of Public Interest Findings (LPIF) (CONTINGENCY TASK - see Section F)**

Consultant shall prepare up to two Public Interest Finding Letters. Consultant shall perform due diligence to determine if the items to be specified in the Public Interest Finding Letter meet the requirements of the 'Buy America' clause. Consultant shall follow latest LPIF Guidance located at:

[http://www.oregon.gov/odot/hwy/opl/docs/pdf/lpif\\_guidance.pdf](http://www.oregon.gov/odot/hwy/opl/docs/pdf/lpif_guidance.pdf)

CPM will route the draft letter for internal review at ODOT and provide Consultant with one set of non-conflicting review comments.

Consultant shall prepare the final LPIF and submit to CPM.

**Consultant Deliverables and Schedule:**

Consultant shall provide:

- Up to two electronic copies of the draft LPIFs with the Advance Plans.
- Up to two final LPIFs (one pdf file with the engineer's signature and stamp, one original copy for signatures) with the Advance Plan submittal (Task 15.2).

**TASK 16 BID AND AWARD ASSISTANCE**

This task includes the preparation of addenda, as needed, and responding to questions during the bidding phase. Consultant shall respond to questions from Construction Contractors via County about the plans and specifications during the bidding process. Duties of the PM in the Bid and Award phase are summarized in the ODOT Construction Manual, Chapter 6 - Examination of Project Site or Data by Bidders. This document can be found at <http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/CAIndex.aspx>. This document is revised and updated from time to time. Review this chapter to ensure that the scope of work adequately reflects the responsibilities of the PM as detailed in Chapter 6 of the ODOT Construction Manual and revise the scope of work as necessary to fit the needs of the project.

**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 two (2) days to County Project Manager.

Consultant shall, during the bidding process, assist 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 County. Consultant shall maintain the written log in the project file and provide upon request of the CPM.

**Consultant Deliverables and Schedule:**

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

**16.2 Addenda to the Bid Documents (CONTINGENCY TASK see Section F)**

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

If County chooses to authorize this work, Consultant shall submit Addendum documents within five (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 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:**

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

**16.3 Pre-Bid Meeting (CONTINGENCY TASK) (RESERVED)**

## F. CONTINGENCY TASKS

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

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

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

**Contingency Task Summary Table**

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount	Fixed Fee
3.3.2 Section 106 Determination of Eligibility (DOE)	\$ 2,073.81	1	T&M	\$ 2,073.81	N/A
3.3.3 Section 106 Finding of Effect (FOE)	\$ 1,808.46	1	T&M	\$ 1,808.46	N/A
3.4.2 Surface and Subsurface Soil Samples	\$ 12,216.49	1	T&M	\$ 12,216.49	N/A
8.10 Pedestrian Beacon System (PS&E)	\$ 13,708.07	1	T&M	\$ 13,708.07	N/A
14.9 Condemnation Process Assistance	\$ 4,688.20	1	T&M	\$ 4,688.20	N/A
15.4 Letter of Public Interest Findings (LPIF)	\$ 2,317.62	1	T&M	\$ 2,317.62	N/A
16.2 Addenda to the Bid Documents	\$ 3,845.36	1	T&M	\$ 3,845.36	N/A
<b>Total NTE For All Contingency Tasks:</b>				\$ 40,658.01	
<b>Total For Any Contingency Fixed-Fee Amounts:</b>					\$ 0
<b>Total NTE for Contingency Cost (and Fixed-Fee Amounts, if any):</b>				<b>\$ 40,658.01</b>	

## 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.}

#### **1. 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.

<b>The dollar amount for T&amp;M non-contingency Services is: \$ 771,401.65</b>
---

### **B. PAYMENT OPTIONS**

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

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

### **C. TRAVEL**

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

- The travel, lodging, and per diem rates referenced in this Section C are the maximums that Consultant's estimate (or reimbursement, if applicable) may be based on. Travel rates other than those referenced in this Section C may be negotiated in the Contract, however, under no circumstance shall travel, lodging and per diem rates exceed the maximums set forth by the State Controller at <https://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf>.
- Mileage - For compensation based on Cost-Plus-Fixed-Fee or Time and Materials (or Fixed Price or Price Per Unit when travel reimbursement is approved and mileage is compensated separately), all mileage approved by County will be reimbursed according to the rates set forth by the State Controller at <https://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf> that are in effect on the date when the travel occurs.
- For compensation based on Cost-Plus-Fixed-Fee or Time and Materials, Consultant shall submit receipts for travel-related expenses billed to County, such as but not limited to, lodging, rental vehicles, and air fare. If lodging is shared by two or more travelers, the lodging receipt must indicate the names of any travelers on official State business who shared the room.

### **D. INVOICES**

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

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

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

- Describe the previous month's project activities and the planned activities for the next month;
- For each task/deliverable identify the percentage completed during the month and the cumulative percentage completed;

- Reconcile progress of each task/deliverable with the schedule identified for each.
- Identify issues/concerns that may affect the project SOW, schedule or budget.

#### **"Paid Summary Report"**

Consultant shall complete and submit to CPM **Paid Summary Report(s)** [form 734-2882] per the instructions on the form. Consultant must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. **This reporting is required for all Contracts that include subs, regardless of funding or whether or not a DBE goal or Certified Small Business Aspirational Target is assigned.**

#### **T&M Compensation:**

- Consultant shall prepare invoices based on the actual hourly rates, up to the maximums for each respective classification approved in the Contract, of the employees (or subconsultants) that performed the Services.
- Consultant shall provide documentation in each invoice to itemize all reimbursable actual labor costs and 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.

County may request a full written itemization of and receipts for, but not limited to, any or all labor and direct costs billed by Consultant. Consultant shall provide written itemization and receipts to County within 5 business days of County's request. County will not make payment to Consultant under the applicable invoice until County has received all requested supporting documentation from Consultant and County has approved the invoiced amounts. Any overdue payments to Consultant by County for an approved invoice are subject to ORS 293.462.

#### **E. PAYMENT TERMS**

Payment will be made to Consultant no later than 45 calendar days from receipt of invoice completed in conformance with all contractual requirements. 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 45 calendar days from receipt of the revised invoice. Any interest for overdue payment will be in conformance with Oregon law.

#### **F. CORRECTIVE WORK**

Consultant shall complete all Services, including Deliverables, as required in the Contract to 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 five percent (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 County. It is discriminatory against 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 County to terminate the Contract for cause.

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

### **Unallowable Charges**

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

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

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

## **J. INDIRECT COSTS; SALARY and BILLING RATE SCHEDULES**

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

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

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

### **3. Salary and Billing Rate Schedules**

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

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

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

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

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

## **K. RATE REVISIONS**

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

#### **L. BREAKDOWN OF COSTS (BOC)**

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

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

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

**The final BOC (dated December 19, 2019) agreed to by the Parties is incorporated by this reference and attached to this contract**

## EXHIBIT C - INSURANCE

All insurance required by this Contract shall be maintained with insurers with an A.M. Best Financial Strength Rating of no less than A-. Insurers must be legally authorized to transact the business of insurance and issue coverage in the State of Oregon. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and self-insurance. Prior to beginning work and during the term of this Contract, including any extensions or warranty period, Consultant shall maintain in force at its own expense each insurance set forth below:

1. **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (Consultants with one or more employees, unless exempt under ORS 656.027).
2. ☒ **Required by County** ☐ **Not required by County.**  
**Professional Liability** insurance with a per claim, incident or occurrence limit, or the equivalent, of not less than ☒ **\$1,000,000**, or ☐ **\$2,000,000**. Any annual aggregate limits must not be less than ☐ **\$1,000,000**, or ☒ **\$2,000,000**. This insurance must cover damages caused by negligent acts, errors or omissions of Consultant and Consultant's subcontractors, agents, officers or employees related to the professional Services to be provided under the Contract. If this insurance is provided on a "claims made" basis, Consultant shall continue the same coverage for ☒ **2 years**, ☐ **3 years**, or ☐ **6 years** after completion of the Services or acquire "tail" coverage or an Extended Reporting Period endorsement for the foregoing extended period beyond Contract expiration or termination. Evidence of any required extended period coverage will be a condition of final payment under the Contract.
3. ☒ **Required by County** ☐ **Not required by County.**  
**Commercial General Liability** insurance must be issued on an occurrence basis with per occurrence limit, or the equivalent, of not less than \$1,000,000 covering "bodily injury" and "property damage." Any annual aggregate limits shall not be less than \$2,000,000.
4. ☒ **Required by County** ☐ **Not required by County.**  
**Automobile Liability** insurance covering Consultant's business-related automobile use, with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for "bodily injury" and "property damage," including coverage for all owned, non-owned, rented or hired vehicles.
5. **Notice of change or cancellation.** There shall be no cancellation, material change (one that would adversely impact the protection of County provided through the insurance coverages required in this **Exhibit C**), reduction of limits or intent not to renew the insurance coverage(s) without 30 calendar days prior written notice from Consultant or its insurer(s) to County. **All policies and certificates of insurance, including Workers' Compensation, must include a notice of cancellation or nonrenewal clause as required under ORS 742.700 to 742.710.**
6. **Certificates of Insurance.** As evidence of the insurance coverages required by this Contract, Consultant shall furnish acceptable insurance certificates to County prior to Contract execution. Throughout the life of this Contract, Consultant shall submit updated certificates of insurance prior to the policy expiration date(s) indicated for the required coverages. If requested by County, Consultant shall either: a) provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County; or b) make such insurance policies, endorsements, self-insurance documents and related insurance documents available for inspection by County's representatives at a location in the State of Oregon that is reasonably convenient for County's representatives responsible for verification of the insurance coverages required under the Contract.
7. **Additional Insureds.** Insurance certificates for Automobile and Commercial General Liability must include an endorsement physically attached to the certificate specifying County, the State of Oregon, the OTC, the Oregon Department of Transportation, and their respective officers, members, agents and employees as Additional Insureds and must expressly provide that the interest of the Additional Insureds shall not be affected by Consultant's breach of policy provisions.
8. **Subcontractors.** Consultant shall: (i) obtain proof of the above insurance coverages, as applicable, from any subcontractor providing Services related to this Contract, or (ii) include subcontractors within Consultant's coverage for the duration of the subcontractor's Services related to this Contract.

## EXHIBIT D - TITLE VI NON-DISCRIMINATION PROVISIONS

During the performance of this Contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- a. **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- b. **Nondiscrimination:** Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds or race, color, sex, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- d. **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by County, ODOT, FHWA or the Federal Transit Administration (FTA) as appropriate, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to County, ODOT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this Contract, County shall impose such Contract sanctions as it, ODOT, FHWA or FTA may determine to be appropriate, including, but not limited to:
  - (i) Withholding of payments to Consultant under the Contract until Consultant complies, and/or
  - (ii) Cancellation, termination or suspension of the Contract, in whole or in part.
- f. **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as County, ODOT, FHWA or FTA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request County, ODOT, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## EXHIBIT E - DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROVISIONS (Goal)

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

"Consultant" and "Contractor" are hereinafter referred to as "Contractor". **See sections d and i for specific documentation and reporting requirements of Contractor.**

- a. Policy and Program Authorities:** ODOT and Contractor agree to abide by and take all necessary and reasonable steps to comply with these DBE Provisions and the following, which are incorporated in this Contract with the same force and effect as though fully set forth in this Contract:

- o ODOT DBE Policy Statement
- o ODOT DBE Program Plan, and
- o Requirements of Title 49, Code of Federal Regulations, Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

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

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

- **A separate DBE Contract goal, as set forth on page 1 of the Contract, has been assigned for this procurement.**

- c. Nondiscrimination Requirement:** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR § 26.13(b)).
- d. Documentation of Proposed Participation:** Contractor shall document sufficient DBE participation to meet an assigned Contract goal or, alternatively, document adequate good faith efforts to do so (see 49 CFR § 26.53). All work committed to a DBE firm toward meeting the assigned participation goal must be performed under a written subcontract. The subcontract must fully describe any work committed to be performed by the DBE and shall include all required flow-down provisions of the primary Contract. Contractor must complete and submit the following documentation, as applicable:
1. **Subcontractor Solicitation and Utilization Report (SSUR)** - submitted with proposal in response to formal and informal Requests for Proposals (RFPs).
  2. **Breakdown of Costs ("BOC") or ("BOC-NBR"), as applicable** - submitted prior to negotiation and execution of the Contract and each amendment that changes the scope of work and costs under the Contract. The BOC forms and BOC Requirements are available from the Internet at:  
<https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. The BOC or

BOC-NBR must clearly list any tasks or subtasks to be performed by subcontractors (DBEs and non-DBEs), each subcontractor's Federal Tax ID and identification of any required personnel. Include in the Expense Detail tab any required equipment and supplies furnished by the DBE, any of the prime contractor's resources that will be provided for the DBE's use, and identification of any second or lower tier subcontractors with the dollar amounts for each.

3. **Committed DBE Breakdown and Certification Form(s)-AE.** Required for all Contracts with assigned goals and completed prior to Contract execution and any proposed substitution. See submittal instructions on the Instructions tab of the form.
  4. **Subcontractor Reporting:** Complete and submit an initial **Paid Summary Report** [form 734-2882] per the instructions on the form.
- e. **Good Faith Efforts:** Contractor shall make good faith efforts, as set forth in 49 CFR § 26.53, Appendix A to Part 26, and ODOT DBE Program Plan, to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the Contract goal. Good faith efforts are required during solicitation, upon Contract award, and continue throughout the performance of the Contract to maximize DBE participation. The County Project Manager (CPM) may request Contractor to submit evidence of good faith efforts prior to Contract execution or at any time during the course of the Contract and Contractor shall promptly submit such evidence. Contractor shall use the specific DBEs listed in the Committed DBE Breakdown and Certification form(s) to perform the work and supply the materials for which each is listed unless the contractor obtains ODOT's prior written consent to terminate and replace a DBE as provided in section j. below. Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBEs as required by this provision.
- f. **Commercially Useful Function ("CUF"):** Contractor is responsible to ensure the DBE performs a commercially useful function on the Contract. A DBE performs a CUF when it is responsible for execution of the work of the Contract/subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Additional detail regarding CUF requirements and other conditions for counting participation by DBE contractors is set forth in 49CFR § 26.55. ODOT will review the proposed DBE participation and may provide written comments as to whether the activities and type of work identified for DBEs complies with program regulations. In those instances where proposed activity and type of work violates applicable regulations, written comments will be offered as to corrective action required in order to comply with the regulations. ODOT may perform a CUF review at any time during the performance of the Contract.
- g. **Changes in Work Committed to DBE:** ODOT will consider the impact on DBE participation in instances where the prime Contract is amended to reduce, or delete work committed to the DBE. In such instances, Contractor shall not be required to replace the work but is encouraged to do so to the maximum extent practicable.
- h. **Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance under its contract no later than 10 calendar days from receipt of each payment Contractor receives from ODOT (or local agency when applicable) for the subcontracted work. In addition, within 10 calendar days of receipt of retainage from ODOT (or local agency when applicable), Contractor shall pay to each subcontractor the retainage that pertains to the work of that subcontractor.
- i. **Reporting Requirements:** Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. Contractor shall complete and submit initial, interim and final Paid Summary Report(s) [form 734-2882] per the instructions included on the form.
- j. **Termination of DBE Notification Requirement:** Contractor shall comply with all requirements set forth in 49 CFR § 26.53 regarding termination of DBEs including, without limitation, documentation of good cause, 5-day notice to the DBE subcontractor and ODOT, DBE responses, ODOT's prior written consent of DBE termination, and replacement of DBEs. ODOT

will provide such written consent only if it agrees the prime contractor has good cause to terminate the DBE in accordance with 49 CFR 26.53(f)(3).

- k. **Remedies:** Contractor's failure to comply with these DBE Provisions and the requirements of 49 CFR Part 26 may result in one or more of the following administrative actions as deemed appropriate by ODOT: non-compliance documented in ODOT evaluation of Contractor performance, a corrective action plan prepared by Contractor, ODOT (or local agency when applicable) withholding of retainage, suspension of work, reporting of non-compliance to the federal System for Award Management ("SAM") available at <https://sam.gov/SAM/>, any other remedies provided under the Contract.
- l. **Information/Questions:** The DBE program is administered by the ODOT Office of Civil Rights ("OCR"). Questions related to the DBE Program may be sent via email to [ocrinforequest@odot.state.or.us](mailto:ocrinforequest@odot.state.or.us) or otherwise directed to: Oregon Department of Transportation Office of Civil Rights 3930 Fairview Industrial Drive SE (MS 23), Salem, OR 97302; Phone: 503-986-4350 Fax: 503-986-6382.
- m. **Directory of Certified Firms:** A searchable database for active certified firms (by NAICS code, NIGP code, ODOT code, certification type, location or project ethnicity goals) is available on line at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

#### Related Web Sites:

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

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

#### Acronyms & Definitions Applicable to Exhibit E

BOC	Breakdown of Costs
BOC-NBR	Breakdown of Costs for Negotiated Billing Rates
CFR	Code of Federal Regulations
CUF	Commercially useful function
DBE	Disadvantaged Business Enterprise
OCR	ODOT Office of Civil Rights
ODOT	Oregon Dept. of Transportation
RFP	Request for Proposals
SSUR	Subcontractor Solicitation and Utilization Report
USDOT	United States Department of Transportation

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

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

#### EXHIBIT F - SPECIAL TERMS & CONDITIONS (RESERVED)

#### EXHIBIT G - RESERVED

#### EXHIBIT H - RESERVED



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

**Exhibit I** is not physically attached but is incorporated into this Contract with the same force and effect as though fully set forth herein. For purposes of this Contract, the term "Agency", as used in the E&O Claims Process, means "local public agency". The E&O Claims Process (as may be revised from time to time by ODOT) is available at the following Web address as Exhibit I:

<http://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/xbti.pdf>

## EXHIBIT J - CONTACT INFORMATION and KEY PERSONS

### 1. Party Contact Information.

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

<b>Name:</b>	Steve Preszler, PE
<b>Ph:</b>	503-365-3157
<b>E-mail:</b>	<a href="mailto:spreszler@co.marion.or.us">spreszler@co.marion.or.us</a>

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

<b>Name:</b>	Ryan Crowther, PE
<b>Ph:</b>	503-365-3112
<b>E-mail:</b>	<a href="mailto:rcrowther@co.marion.or.us">rcrowther@co.marion.or.us</a>

#### a.3 County's address for invoicing:

<b>Mailing Address:</b>	Marion County Public Works 5155 Silverton Rd NE Salem, OR 97305 Attn: Jeniffer Scales
<b>E-mail:</b>	<a href="mailto:jscales@co.marion.or.us">jscales@co.marion.or.us</a>

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

<b>Name:</b>	Karen Tatman, PE
<b>Ph:</b>	503-763-9995
<b>E-mail:</b>	<a href="mailto:karent@quincyen812g.com">karent@quincyen812g.com</a>

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

<b>Name:</b>	Accounting
<b>Address:</b>	Quincy Engineering 11017 Cobblerock Drive, Ste. 100 Rancho Cordova CA 95670
<b>Ph:</b>	916-368-9181
<b>E-mail:</b>	<a href="mailto:accounting@quincyeng.com">accounting@quincyeng.com</a>

\* County may change the Contract Administrator or Project Manager designation by promptly sending written notice (e-mail acceptable) to Consultant, with a copy to ODOT Procurement Office.

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

## **2. Key Persons**

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

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

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

<b>Name</b>	<b>Role</b>
Karen Tatman, PE	Project Manager
Russ Norton, PE	Roadway Lead
Stuart Meyers	Environmental
Dana Beckwith, PE	Signal Design
Seth Hemelstrand	Right of Way

## **3. Reassignment or Transfer of Key Person**

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

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

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