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Clackamas County
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DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 25, 2026

BCC Agenda Item: _____

Board of County Commissioners

Approval of an Engineering and Related Services Contract with HDR Engineering, Inc., for the Clackamas County Regional Freight ITS Phase 2B project. Total Agreement Value is \$290,501.87 for 2 years. Funding is through US Department of Transportation and the County Road Fund. No County General Funds are involved.

Previous Board Action/Review: Approval of Project Agreement with ODOT 6/1/2023,
Approval of Construction Contract for Phase 2A 3/31/2022

Performance Clackamas: Strong Infrastructure and Vibrant Economy

Counsel Review: Yes

Procurement Review: Yes

Contact Person: Mike Ward

Contact Phone: 503-742-4688

EXECUTIVE SUMMARY: The Clackamas County Department of Transportation and Development previously performed the Clackamas County Regional Freight ITS Phase 2A project which improved reliability and safety for freight vehicles and the travelling public within the Clackamas and Wilsonville Industrial Areas of Clackamas County. The project at the time identified locations that would benefit from improvements beyond the availability of funding.

The County has received a grant from the Federal Highway Administration to design and construct these previously identified improvements. These improvements include construction of freight-oriented detection at eight locations within the County, design and construction of a freight monitoring trailer, and construction of a travel time monitoring system. This contract will provide engineering plans, specifications and cost estimates for the detection improvements, specifications to enable suppliers to bid on supplying the freight monitoring trailer, and the development and delivery of the travel time monitoring system.

This contract is funded through the Metro Regional Flexible Funds Allocation Program (\$260,666.87) and a local match from the County Road Fund (\$29,835). The project's total estimated cost is \$1,290,616, and is funded through the federal grant (\$1,136,440) and a local match from the County Road Fund (\$154,176). The design of the project is estimated to be complete in summer of 2027, with construction being complete by December of 2027.

RECOMMENDATION: Staff respectfully recommends the Board approve the contract for Engineering and Related Services and authorizes Procurement staff to issue the Purchase Order on behalf of the County.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation &
Development

For Filing Use Only

ENGINEERING AND RELATED SERVICES CONTRACT

Contract Number: 0000001703

Project Title: Clackamas County Regional Freight ITS 2B	Agency Project Number: 300323328
Project Location: Clackamas and Wilsonville Industrial Areas, OR	Associated RFP Number: 2025-53
Federal Aid Number: 22129	No DBE Goal (see Exhibit E.1)
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) \$10,355.61 for contingency tasks, each of which must be separately authorized by Agency.	\$ 290,501.87

This Contract is between Clackamas County, hereafter called "Agency" and HDR Engineering, Inc., a Nebraska corporation, hereafter called "Consultant." Agency and Consultant together are also referred to as "Parties" and individually referred to as "Party." The primary contacts for this Contract are identified in Exhibit J, Contact Information and Key Persons.

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

For purposes of this Contract:

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

TERMS AND CONDITIONS

1. **Contract Effective Date and Term.** This Contract is effective on the date it has been signed by the parties and all required approvals have been obtained. No work or compensation under the Contract is authorized until notice to proceed has been issued in writing (email acceptable) by the Agency. Unless otherwise amended or terminated, this Contract shall expire December 31, 2027.
2. **Statement of Work.** Consultant shall perform all Services and deliver all deliverables as described in Exhibit A, Statement of Work (the "Services"). The required schedule for performance under the Contract is specified in the Statement of Work.
3. **Compensation.** The maximum NTE amount, which includes the total of all allowable and reimbursable costs and expenses (and contingency tasks, if any) payable to Consultant under this Contract, is set forth in the table above and detailed further in Exhibit B, Compensation. Agency reserves the right, in its sole discretion, to amend this Contract to increase this amount for additional Services within the scope of the procurement. If this Contract was awarded as a Direct Appointment/Small Purchase, amendments to increase the maximum amount payable are subject to limitations and additional requirements as set forth in applicable Federal, State and local laws. The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation. Consultant and any subconsultants are subject to the requirements and limitations of 48 CFR Part 31 - Contract Cost Principles and Procedures.
4. **Contract Exhibits.** This Contract includes the following exhibits, each of which is incorporated into this Contract as though fully set forth herein:

- Exhibit A - Statement of Work

- Exhibit B - Compensation
- Exhibit C - Insurance
- Exhibit D - Title VI Non-Discrimination Provisions
- Exhibit E – Disadvantaged Business Enterprise (“DBE”) Provisions
- Exhibit F - Special Terms & Conditions
- Exhibit G - RESERVED
- Exhibit H - RESERVED
- Exhibit I - 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 Agency reserves the right (i) to determine the delivery schedule (as mutually acceptable to Agency and Consultant) for the Services to be performed and (ii) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Consultant’s performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant is not an “officer”, “employee”, or “agent” of Agency, as those terms are used in ORS 30.265.
- b. Consultant, by its signature on the Contract, certifies that: (i) Consultant and, to the best of its information, knowledge and belief, its Associates have made any disclosures required under the COI Disclosure Form (available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx>) or any applicable law; and (ii) if a conflict of interest is discovered during the term of the Contract, Consultant shall timely submit a COI Disclosure Form to Agency disclosing the conflict(s).
- c. Consultant shall be responsible for all Federal or State of Oregon (“State”) taxes applicable to compensation or payments paid to Consultant under the Contract and, unless Consultant is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Consultant's Federal or State tax obligations. Throughout the duration of the Contract, Consultant shall submit an updated W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) to Agency whenever Consultant’s backup withholding status or any other information changes. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Consultant under the Contract, except as a self-employed individual.
- d. Consultant shall not be responsible for or have control over the means, manner, methods or techniques required of or used by other consultants or contractors under contract with Agency, unless otherwise expressly agreed to in writing by the Parties. The Parties agree, however, that these Section 6.d. provisions do not in any way revise or adjust Consultant’s professional responsibility to report to Agency any information that comes to Consultant’s attention (during performance of this Contract) pertaining to a project, or to performance by other consultants or contractors on a project, that would adversely affect Agency or a particular project.

7. Subcontracts and Assignment; Successors and Assigns

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

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

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

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

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

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

a. Professional Standard of Care.

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

b. Responsibility of Consultant.

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

c. Design Within Funding Limit.

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

- (i) Consultant shall accomplish the design Services required under the Contract so as to permit construction of the project within Agency’s budget for construction. **Agency’s budget for construction**

of the project is \$930,000.00. Consultant shall promptly advise Agency's Contract Administrator if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable project within these limitations. Upon receipt of such information, the Contract Administrator will review Consultant's revised estimate of construction cost. Agency may, if it determines that the estimated construction contract price set forth in this Section is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in this Section, or Agency may adjust such estimated construction contract price.

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

11. Ownership of Work Product

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

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

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

c. Consultant and Third Party Intellectual Property. In the event that any Work Product is Consultant Intellectual Property or Third Party Intellectual Property (Consultant Intellectual Property or Third Party Intellectual Property that is applicable to the Services being performed by Consultant under the Contract or included in Work Product deliverable to Agency under the Contract), or in the event any Consultant Intellectual Property or Third Party Intellectual Property is needed by Agency to reasonably enjoy and use any Work Product, Consultant hereby agrees that it will grant to, or obtain for, the Agency an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Consultant Intellectual Property and or Third Party Intellectual Property, including the right of Agency to authorize contractors, consultants and others to do the same on Agency's behalf. This obligation of the Consultant does not apply to a situation involving a third party who enters a license agreement directly with the Agency. At the request of Consultant, Agency shall take

reasonable steps to protect the confidentiality and proprietary interests of Consultant in any Consultant Intellectual Property licensed under this Section, within the limits of the Oregon Public Records Law (ORS 192.410 through 192.505) and the Oregon Uniform Trade Secrets Act (ORS 646.461 to 646.475).

- d. **Consultant and Third Party Intellectual Property-Derivative Work.** In the event that Work Product created by Consultant under the Contract is a derivative work based on Consultant Intellectual Property or Third Party Intellectual Property, or is a compilation that includes Consultant Intellectual Property or Third Party Intellectual Property, Consultant hereby agrees to grant to, or obtain for, Agency an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of Consultant Intellectual Property or Third Party Intellectual Property employed in the Work Product, including the right of Agency to authorize others to do the same on Agency's behalf.
- e. **Consultant Use of Work Product.** Notwithstanding anything to the contrary in this Section 11, Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless specified otherwise in Exhibit A - Statement of Work, Agency hereby grants to Consultant a non-exclusive, non-transferable, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Agency-owned Work Product on other unrelated projects, except for any "Confidential Information" protected from disclosure under the provisions of Section 12 below, pertaining to Confidentiality and Non-Disclosure.

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

13. Indemnity

- a. **Claims for Other Than Professional Liability.** Consultant shall indemnify, defend, save, and hold harmless the Agency, State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of Consultant or its subcontractors, or their respective agents or employees, under the Contract.
- b. **Claims for Professional Liability.** **To the fullest extent permitted by law, and except to the extent prohibited under ORS 30.140(4),** Consultant shall indemnify, defend, save, and hold harmless the Agency, the State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of the professionally negligent acts, errors or omissions of Consultant or its subcontractors, or their respective agents or employees, in the performance of Consultant's professional services under the Contract.
- c. **Indemnity for Infringement Claims.** Without limiting the generality of section 13(a) or 13(b), Consultant expressly agrees to indemnify, defend, save and hold harmless the Agency, State of Oregon, the OTC and ODOT, and their respective officers, members and their agencies, subdivisions, officers, directors, agents, and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of or

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

- d. **Defense Qualification.** Neither Consultant nor any attorney engaged by Consultant shall defend or purport to defend a claim in the name of the Agency, the State of Oregon, the OTC or ODOT without first receiving from the applicable entity, authority to act as legal counsel, nor shall Consultant settle any claim on behalf of the foregoing entities without the approval of these entities. The Agency, the State of Oregon, the OTC or ODOT may, at their election and expense, assume their own defense and settlement.
- e. **Agency's Acts or Omissions.** This section 13 does not include indemnification by Consultant of the Agency, the State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees, for the acts or omissions of these entities and their respective officers, members, agents and employees, whether within the scope of the Contract or otherwise.

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

15. **Termination**

- a. **Termination by Mutual Consent.** The Contract may be terminated at any time, in whole or in part, by mutual written consent of the Parties.
- b. **Agency's Right to Terminate for Convenience.** Agency may, at its sole discretion, terminate the Contract, in whole or in part, upon 30 calendar days prior written notice to Consultant.
- c. **Agency's Right to Terminate for Cause.** Agency may terminate the Contract, in whole or in part, immediately upon written notice to Consultant or at such later date as Agency may establish in such notice, upon the occurrence of any of the following events:
 - (i) Agency fails to receive appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for Consultant's Services. Payments under this Contract and continuation of this Contract beyond the current biennium are subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available from current funding sources. The Agency may terminate this Contract, and Consultant waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the Agency's funding from local, state and/or federal sources is not appropriated or is withdrawn, limited or impaired;
 - (ii) Federal, State or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under the Contract are prohibited or Agency is prohibited from paying for such Services from the planned funding source;
 - (iii) Consultant no longer holds any license or certificate that is required to perform the Services; or
 - (iv) Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform the Services under the Contract within the time specified or any extension thereof, or so fails to perform the Services as to endanger Consultant's performance under the Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after Agency's notice to Consultant, or such longer period as Agency may specify in such notice.
- d. **Consultant's Right to Terminate for Cause.**
 - (i) Consultant may terminate the Contract by giving written notice to Agency if Agency fails to pay Consultant pursuant to the terms of the Contract and if Agency fails to cure within 14 calendar days after receipt of Consultant's written notice, or such longer period of cure as Consultant may specify in such notice.

(ii) Consultant may terminate the Contract, for reasons other than nonpayment, if Agency commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform under the Contract within the times specified, or so fails to perform as to endanger Consultant's performance under the Contract, and such breach, default or failure is not cured within 14 calendar days after Consultant's notice to Agency, or such longer period as Consultant may specify in such notice.

e. Remedies.

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

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

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

17. Performance Evaluations. Agency will conduct performance evaluation(s) on the Consultant and its subconsultants during the term of the Contract, which will be compiled and maintained by Agency, and become a written record of Consultant's performance. Generally, the performance evaluations will include criteria related to, but not limited to, quality and technical performance, adherence to contract scope and budget, schedule performance, and business relations (including communications and negotiations performance). Agency will provide a copy of the performance evaluation results to Consultant within 14 calendar days following completion. Consultant may respond, in writing, or may request a meeting to address any or all findings contained in the completed performance evaluation within 30 calendar days following receipt. Agency may adjust evaluation

score(s) upon Agency's finding of good cause. Agency may provide copies of any performance evaluation documentation to ODOT, FHWA, and other parties unless lawfully exempt from disclosure. Agency may use performance evaluation findings and conclusions in any way deemed necessary, including, but not limited to, corrective action, requiring submittal of performance improvement plan by Consultant and withholding of retainage. Agency and ODOT may use Consultant performance under previous contracts as a selection criterion for future contracts.

18. Compliance with Applicable Law. Consultant shall comply with all Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Consultant's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Consultant or the Parties, and other circumstances then existing. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659a.142; (iv) the Clean Air Act (42 U.S.C. 7401-7671q); (v) the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (vi) Executive Order 11738; (vii) Environmental Protection Agency regulations (40 CFR part 15); (viii) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws. Agency's performance under the Contract is conditioned upon Consultant's compliance with, and Consultant shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein. All rights and remedies available to Agency under applicable federal, state and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract. If Consultant discovers a conflict among Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Consultant shall in writing request Agency to resolve the conflict (in collaboration with ODOT and FHWA as applicable). Consultant shall specify if the conflict(s) create a problem for the design or other Services required under the Contract. If Agency concludes there is a conflict among the applicable laws, Federal laws shall govern among the others; State laws shall govern over the others except Federal. The resolution of the conflict of the applicable laws by Agency shall be final and not subject to further review or challenge.

19. Permits and Licenses

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

20. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the Contract.

21. Force Majeure. Neither Agency nor Consultant shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to, fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war where such cause was

beyond the reasonable control of Agency or Consultant, respectively. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

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

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

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

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

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

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

27. Governing Law; Venue; Consent to Jurisdiction. The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any agency or department of the State of Oregon) and Consultant that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court located in the County in which the Project is located; provided, however, if a Claim must be brought in a Federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the Agency or State of Oregon of any form or defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise. **CONSULTANT, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

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

29. False Claims

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

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

31. Merger Clause; Waiver; Interpretation. The Contract, including everything incorporated by reference, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract. No waiver, consent, modification or change of terms of the Contract shall bind either Party, unless such waiver, consent, modification or change of terms is in writing and signed by the Parties, and all necessary State of Oregon governmental approvals have been obtained. Such a waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Either Party's failure to enforce any provision of the Contract shall not constitute a waiver by that Party of that or any other provision. The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

CONSULTANT CERTIFICATIONS

A. Any individual (the undersigned) signing on behalf of Consultant hereby certifies under penalty of perjury:

LPA A&E Contract Form C017-B070620-Rev3

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

B. Any individual (the undersigned) signing on behalf of Consultant hereby certifies the undersigned is authorized to sign this Contract and that:

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

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

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

CONSULTANT SIGNATURE(S)

Signature:  Digitally signed by Tracy Ellwein
Date: 2026.04.21 15:41:50-0700 _____ Date: 04/21/2026

Name: Tracy Ellwein Title: Senior Vice President

Signature: _____ Date: _____

Name: _____ Title: _____

AGENCY SIGNATURES

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

AGENCY LEGAL REVIEW:

Signature:  Date: 4/21/2026

Name: Amanda Keller Title: Assistant County Counsel

EXHIBIT A - STATEMENT OF WORK

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 for 9 months after issuance of the Notice to Proceed (NTP).

1.1 ADMINISTRATION & RECORD KEEPING

Consultant shall:

- Submit a Quality Assurance/Quality Control (“QA/QC”) Plan for Agency review and approval. The QA/QC Plan must be developed consistent with requirements of ODOT’s “Guidance/Template for Consultants” available online at:
[http://www.oregon.gov/ODOT/HWY/OPL/docs/SEOPL/Consultant Quality Plan Model.doc](http://www.oregon.gov/ODOT/HWY/OPL/docs/SEOPL/Consultant_Quality_Plan_Model.doc);
- Prepare a Project design schedule using the Critical Path Method, prepared with MS Project software or approved equal. The Project schedule must include, but is not limited to: 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 Services under this Contract. Consultant shall update the Project schedule during the Project if milestone or deliverable due dates are modified. For budgeting purposes, it is assumed that up to 3 Project schedule updates will be necessary;
- Prepare invoices and progress reports. Each progress report must:
 - Include a summary of previous period’s activities and the planned activities for the upcoming period;
 - Identify percentage completed of each Task/Deliverable;
 - Reconcile the budget with the actual amount billed to date;
 - Identify unresolved issues and concerns that may affect the SOW, schedule and/or budget for Services.
- For budgeting purposes, it is assumed that up to 9 invoices and progress reports will be necessary.
- Develop and maintain a Project file to include survey and engineering computations, assumptions, meeting agendas and minutes, working drawings, quality control and review documentation, correspondence, and memoranda.

1.1 Consultant Deliverables and Schedule

Consultant shall provide:

- QA/QC plan submitted electronically to APM within 7 calendar days of Notice to Proceed (“NTP”).
- Project Draft Design Schedule submitted within 7 calendar days of NTP. Submit an electronic file (MS Project or other approved software) format to the APM.

- Updated Project Design Schedule, as necessary, via timeline agreed to by APM, an electronic file (MS Project or other approved software) format to the APM.
- Progress reports and invoices submitted electronically to APM no later than the 20th calendar day of the month following the reporting period.

1.2 COORDINATION

Consultant shall:

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

1.2 Consultant Deliverables and Schedule

Consultant shall provide:

- On-going coordination and communication as needed to appropriately manage the Services under this Contract (no tangible deliverables for this task).
- Meeting minutes and phone memoranda as agreed with the APM.

1.3 PROJECT MEETINGS

1.3.1 Project Kickoff Meeting

Consultant shall organize, conduct, prepare for and attend a 1.5 hour Project kickoff meeting. The Project kickoff meeting will be held virtually and at Clackamas County's Development Services Building, 150 Beaver Creek Rd, Oregon City, OR 97045, with Agency, ODOT LAL, Consultant's PM, and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the Agency. The purpose of the Project kickoff meeting is to review Project issues such as SOW; work products and deliverables; schedules; budgets; right of way; utility coordination/design; design criteria; guidance documents; standards and quality control.

Consultant shall schedule Project kickoff meeting within 10 business days of Notice to Proceed

(NTP). Consultant shall prepare draft meeting minutes for review by Agency. For budgeting purposes, it is assumed that up to 4 Consultant staff shall attend the 1.5 hour Project kickoff meeting in person.

1.3.2 Project Development Team Meetings

Consultant shall organize, conduct, prepare for and attend up to 4 virtual Project Development Team (“PDT”) Meetings. The purpose of the PDT meetings is to review Project status, schedule, and next steps. Consultant shall prepare the meeting agenda with input from the Agency. Consultant shall prepare draft and final meeting minutes to be distributed to Agency and other meeting participants. For budgeting purposes, it is assumed that up to 3 Consultant staff shall attend each one hour PDT meeting.

1.3.3 Stakeholder Meetings

Consultant shall organize, conduct, prepare for and attend up to 4 Stakeholder Meetings with the Agency’s various stakeholders, including Traffic Engineering, Fleet, Sheriff’s Office, and Road Maintenance departments to prepare the design and procurement documents for Tasks 8.9 and 8.10. Each meeting will be held in-person at Clackamas County’s Development Services Building, 150 Beaver Creek Rd, Oregon City, OR 97045 with Agency, Consultant’s PM, and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the Agency. Consultant shall prepare draft and final meeting minutes to be distributed to Agency and other meeting participants. For budgeting purposes, it is assumed that an average of 3.5 Consultant staff shall attend each 1.5 hour in-person Stakeholder Meeting.

- Meeting #1 - User Needs and Concept of Operations for Trailer, and User Needs for Travel Time
- Meeting #2 - Requirements and Technology Options for Trailer
- Meeting #3 - Confirm Concept of Operations, Requirements, and Technologies
- Meeting #4 - Procurement Documents for Trailer

1.3.4 Project Review Meeting

Consultant shall organize, conduct, prepare for, and attend a 1.5 hour Project Review Meeting. The Cost Alignment Meeting will be held in-person at Clackamas County’s Development Services Building, 150 Beaver Creek Rd, Oregon City, OR 97045, with Agency, ODOT LAL, Consultant’s PM, and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the Agency. The purpose of the Project Review Meeting is to review the DAP comments and the 30% cost estimates for each work element to determine what will move forward into final design and procurement. Consultant shall prepare draft meeting minutes for review by Agency. For budgeting purposes, it is assumed that up to 4 Consultant staff shall attend the 1.5 hour Project Review Meeting.

1.3 Consultant Deliverables and Schedule

For each meeting, Consultant shall provide:

- Meeting agenda submitted electronically to APM and other meeting participants 2 business days prior to meeting.

- Draft meeting minutes submitted electronically to APM and other meeting participants within 2 business days of meeting.
- Final meeting minutes submitted electronically to APM and other meeting participants within 7 business days of meeting.

TASK 2 SURVEY

Consultant shall perform a survey of this Project for the areas as described in Section A of this SOW unless otherwise noted in specific tasks. The project area is inside the right of way at the following intersections, extending the width of the right of way and 200 feet from the crosswalks:

- 82nd Dr & Fred Meyer Driveway North
- 82nd Dr & Fred Meyer Driveway South
- SW Grahams Ferry Road & Day Road
- SW Boones Ferry Rd & SW Day Rd
- SW 82nd Dr & I-205 NB Ramps
- SW 82nd Dr & I-205 SB Ramps

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

2.1 HORIZONTAL AND VERTICAL CONTROL NETWORK

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

Existing Horizontal/Vertical Control Stations

Consultant shall research and obtain data about horizontal and vertical control points as required for the Project area including triangulation stations, Global Navigation Satellite System (“GNSS”) stations, vertical benchmarks, and prior Project control surveys from Agency, Federal, State and other governmental agencies.

Consultant shall establish horizontal control according to Agency standards using Terrestrial (Total Station), GNSS (Static or Rapid Static) or a combination of both. Consultant shall set and adjust control points in conformance with Agency guidelines. The Horizontal Datum to be NAD 83(2011) epoch 2010.00 PDX Zone, utilizing the Oregon Real Time Network.

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

The Vertical Datum shall be NAVD 88.

2.1 Consultant Deliverables and Schedule

Consultant shall:

- Place control points in the ground at the Project location.
- Incorporate the information listed below into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.
 - An adjustment report for one or more of the following, Least Squares adjustment for networks, an approved traverse adjustment method for traverses and/or a GNSS adjustment report when using GNSS.
 - An ASCII file containing the coordinates for every network point set and found.
 - one scanned copy of the original field notes in “.pdf” format.

2.2 MONUMENT RECOVERY AND R/W RESOLUTION

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

Identify, Search and Recover Monuments

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

Existing R/W Records

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

Consultant shall research and obtain copies of county assessor maps, General Land Office plats, geodetic control stations, benchmarks, R/W monuments, property boundary markers, roadway alignment markers, and county road records related to the properties potentially impacted by the Project. corners,.

Resolve R/W

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

2.2 Consultant Deliverables and Schedule

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

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

2.3 TOPOGRAPHIC DATA AND DETAILED BASE MAP

The purpose of this task is to collect the existing topographic features and create a detailed basemap for the Project.

Topographic Data Collection

Consultant shall collect topographic data (signal poles, trees, curbs and lane lines), between the boundaries described in Section A of this SOW. Consultant shall collect and tie topographic data of man-made and/or natural features using a variety of Agency approved methods. These methods include but are not limited to: collecting the data using terrestrial (Total Station), GNSS (RTK), 3D Laser Scanning (Mobile or Static), or station and offset.

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

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

Consultant shall measure and record utility facility structures (e.g. concrete pads, top slab of vaults, pump station housing, barrier screens or fenced enclosures).

2.3 Consultant Deliverables and Schedule

Consultant shall provide the following deliverables electronically (.PDF) to the APM within 30 days of NTP:

- 1 copy of field notes
- Copy of the Civil 3D CADD Files (*.dwg) Detailed Base Map

TASK 3 (RESERVED)

TASK 4 (RESERVED)

TASK 5 (RESERVED)

TASK 6 (RESERVED)

TASK 7 (RESERVED)

TASK 8 TRAFFIC ENGINEERING & MANAGEMENT

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

8.1 (RESERVED)

8.2 TRAFFIC SIGNAL DETECTION DESIGN

Consultant shall prepare plans, specifications and construction cost estimate (“PS&E”) for the modification of existing traffic signals at the following locations:

- 82nd Dr & Fred Meyer Driveway North - Detection

- 82nd Dr & Fred Meyer Driveway South - Detection
- SW Grahams Ferry Road & Day Road (in partnership with Wilsonville) - Detection, Camera, Wireless Networking
- SW Boones Ferry Rd & SW Day Rd - Detection
- SW 82nd Dr & I-205 NB Ramps - Detection
- SW 82nd Dr & I-205 SB Ramps - Detection

In locations that are designated as Detection, Consultant shall prepare plans to upgrade signals with non-invasive-based detection consistent with Agency standards. Consultant shall prepare cabinet prints to reflect detection modifications.

In locations that are designated as Camera, Consultant shall prepare plans to install a PTZ camera, including mounting location and connections, at the intersection.

In locations that are designated as Wireless Networking, Consultant shall prepare plans to install a wireless connection to the Agency traffic signal system.

Traffic signal plans and specifications must conform to Manual on Uniform Traffic Control Devices (“MUTCD”), ODOT Traffic Manual, ODOT Traffic Signal Policy & Guidelines, and ODOT Traffic Signal Design Manual.

Agency and National Electric Code (“NEC”) standards apply as applicable. Consultant shall coordinate with the utility for service connections.

8.2 Consultant Deliverables and Schedule

Consultant shall provide:

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

8.3 (RESERVED)

8.4 (RESERVED)

8.5 (RESERVED)

8.6 (RESERVED)

8.7 (RESERVED)

8.8 TRAFFIC CONTROL PLANS (“TCPs”)

Consultant shall prepare and submit PS&E for temporary traffic control to accommodate the public during construction. Consultant shall prepare a TCP Memorandum to include such elements as: project description and schedule, construction staging, work zone restrictions, and detours.

Consultant shall develop plans and specifications to accommodate vehicle, bicycle and pedestrian traffic during construction. ODOT or Agency standard plans must be referenced where possible.

Consultant’s TCPs must include such elements as work zone limits, transitions, traffic control devices, signage, and work zone details for vehicles, bicycles and pedestrians.

TCPs must meet MUTCD, ODOT, and Agency requirements.

8.8 Consultant Deliverables and Schedule

Consultant shall provide:

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

8.9 TRAVEL TIME MEASUREMENT

Consultant shall develop a dashboard tool to routinely analyze RITIS (Regional Integrated Transportation Information System) data for regional and local performance measures. The product shall be customized to the following corridors:

- OR 224 from SE Webster Rd to I-205
- OR 212 from I-205 to OR 224
- SE 82nd Dr from Oatfield Rd to I-205
- SW Elligsen Rd from SW 65th Ave to SW Day Rd
- SW Day Rd from SW Boones Ferry Rd to SW Grahams Ferry Rd
- SW 95th Ave from SW Boones Ferry Rd to Boeckman Rd
- SW Kinsman Rd from SW Barber St to SW Wilsonville Rd
- SW Wilsonville Rd from SW Bell Rd to SW Boeckman Rd

The tool will be built using Microsoft Power BI software that is already available to the Agency. RITIS data is already available to the Agency via ODOT’s license. Consultant shall document the user needs, the stakeholders who will use the tool, and a brief concept describing how the tool will be used. Consultant shall recommend useful measures for monitoring the flow of freight on the network to meet user needs.

Upon receiving approval from the Agency on the concept and dashboard tool output, Consultant shall develop the dashboard tool to meet the Agency’s needs. Procurement of a third-party solution is not included in this scope.

8.9 Consultant Deliverables and Schedule

Consultant shall provide:

- Draft and final system concept and user needs
- A customized dashboard solution to measure travel times, delays and various other traffic performance measures along the specified corridors using RITIS data in Microsoft Power BI.

8.10 TRAFFIC DATA MONITORING TRAILER

Consultant shall design and support procurement of a traffic data monitoring trailer that includes various functionalities essential for monitoring traffic, particularly commercial motor vehicles. The trailer design should focus on data collection and traffic surveillance to meet the Agency's commercial vehicle monitoring needs.

Consultant shall perform the following tasks:

8.10.1 User Needs, Concept of Operations, and Requirements

Consultant shall review and update the Concept of Operations, operational scenarios, list of needs, and system requirements. The changes to the list of needs, Concept of Operations, and system requirements will be based on the conversations with the Agency's various stakeholders.

Consultant shall document seven operational scenarios including the following:

1. Responding to complaints of freight traffic on a road not designated for freight traffic
2. Monthly truck inspections
3. Trailer storage, charging, video data collection, and storage
4. Loss of communications
5. Loss of power
6. Vandalism
7. Trailer is stolen

8.10.2 Equipment Evaluation

Consultant shall evaluate options for the technology used on the towable-trailer (sensors, data communications, trailers) to help freight operations achieve the trailer needs shown in the 8.10 assumptions section. Depending on the location, this could involve sensing the height and other dimensions of freight, speed, traffic movements and more.

Consultant shall coordinate with technology vendors and potential trailer suppliers to explore options for procuring the trailer, batteries, equipment storage and security, video and video storage, vehicle detection, GPS, and communications technologies. This includes providing initial cost estimates to evaluate options for what could be included within the available budget. For budgeting purposes, the equipment evaluation includes up to 84 hours to coordinate with vendors, the County, and evaluate technology options.

8.10.3 Procurement Documents and Specifications

Consultant shall develop the technical procurement documents including the project background selection criteria, specifications, and additional supporting documentation such as the Concept of Operations. This scope assumes the portable trailer procurement will use a stand-alone procurement package. The purpose will be to procure the technology based on criteria other than low-bid. Consultant shall respond to one round of comments from Clackamas County and submit revised final procurement documents.

8.10.4 Construction Support

Once the Construction Contractor begins work, the Consultant shall provide design services during construction to answer Contractor questions and confirm that components meet the specifications. No trips to the trailer assembly site are included in this task.

8.10.5 Verification Testing

Consultant shall develop the verification test documentation and oversee the verification testing with the selected vendor. For budgeting purposes, verification testing will take place in one day in Clackamas County. Consultant shall attend the verification testing and two (2) Consultant staff will attend. If the initial testing doesn't pass, the scope does not include another round of testing.

8.10 Assumptions

For scope and budgeting purposes, the trailer will include the following:

1. Determine a freight vehicle, with length of vehicle being a plus.
2. High quality video, both vehicle approaching and of the side of the truck so the words on the door can be read.
3. The ability to have the trailer unmanned for up to 30 days utilizing batteries and/or solar
4. Communications equipment to operate the trailer and observe freight remotely.
5. The ability to store recordings on device (perhaps only clips with freight are uploaded to the cloud, and all 24/7 video is held on the trailer should we want to inspect it).
6. GPS for the trailer tracking in the event it's stolen.

8.10 Consultant Deliverables and Schedule

Consultant shall provide:

- Draft and Final Concept of Operations
- Draft and Final Requirements
- Draft and Final Technology/Equipment Evaluation
- Draft and Final Specifications for the design of the trailer
- Draft and Final Technical Sections for Procurement Documents
- Draft and Final Verification Test Documents
- Verification Testing and Test Results

TASK 9 (RESERVED)

TASK 10 (RESERVED)

TASK 11 (RESERVED)

TASK 12 (RESERVED)

TASK 13 DESIGN ACCEPTANCE PACKAGE (30%)

The objective of the DAP is to identify the size of the Project footprint prior to advancing preparing the Advance and Final Plans. The DAP package is intended to be a complete deliverable with submitted items completed to a well-defined state.

Consultant shall prepare and submit a DAP, which include design plans (30%), cost estimate, and a design narrative that address the following:

- Description of the purpose, need, and design solution for the Project;
- Summary of existing conditions, (i.e., Project location, roadway classification, lanes, ADT, posted speed, and other design standards pertinent to the Project);
- Summary of proposed project elements and alternatives considered, including recommendations and assumptions;
- Outline of Project constraints such as topography, environmental (to be provided by ODOT), permits, ROW, utilities and cost (NOTE: these may be executive summaries of other deliverables associated with this Project);
- Completed engineering survey as used to develop DAP plans.
- Proposed construction staging, temporary detours, and temporary protection and direction of traffic during construction;
- Description of impact to freight mobility
- Design acceptance checklist

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

Name of Sheet	Estimated # of Sheets
Title Sheet and Index	1
Survey Control	1
Temporary protection and direction of traffic (including bicycle and pedestrian traffic)	1
Signal plans	7

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

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

For budgeting purposes it is assumed that DAP comments will be reviewed during the Project Review Meeting in Task 1.3.4.

13 Consultant Deliverables and Schedule:

Consultant shall provide:

- 1 electronic copy of DAP in PDF format to APM within 24 weeks of NTP.
- 1 electronic copy of written responses to DAP review comments to APM within 1 week of the DAP Plan Review Meeting.

TASK 14 (RESERVED)

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

Table 15

Name of Sheet	Estimated # of Sheets
Title Sheet and Index	1
Survey Control	1
Temporary protection and direction of traffic (including bicycle and pedestrian traffic)	1
Signal plans	8

15.1 (RESERVED)

15.2 ADVANCE PS&E (90%)

This task includes preparation of advance plans, Special Provisions, construction cost estimate, 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.

Advance Special Provisions:

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

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

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

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

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

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

Advance Cost Estimate:

Consultant shall update the construction cost estimate quantities and unit costs utilizing Agency standard bid items to support the Advance Plans (the “Advance Cost Estimate”). Consultant shall prepare the estimate to include mobilization, contingencies, escalation, and construction engineering based on the percentages agreed to by both parties. The estimate must be based on unit prices utilizing Agency, ODOT, and Consultant historic bid information and anticipating a 2026 bid letting. Consultant shall prepare the final cost estimate using MS Excel.

Construction Schedule:

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

Advance PS&E Revisions/Corrections:

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

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

15.2 Consultant Deliverables and Schedule

Consultant shall submit the following to the APM within 8 weeks of the APM’s written approval (e-mail acceptable) of the DAP Plans (Task 13):

- Advance Plans (PDF)
- Advance Special Provisions in electronic format (MS Word, utilizing “Track Changes”)

- Advance Construction Cost Estimate in electronic format (MS Excel and PDF)
- Construction schedule in electronic format (MS Project format and PDF)
- Comment response log for plans and specifications (Excel)
- Special Provisions changes and Agency concurrence
- Civil Rights request for goals worksheet

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

15.3 FINAL PS&E PACKAGE (100%)

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

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

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

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

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

15.3 Consultant Deliverables and Schedule

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

Description	To APM	
	Electronic	Paper
Unsigned Final Design Plans (11 x 17)	PDF	
Project Special Provisions	MS Word & PDF	
POR Certification with Special Provisions sections stamped	PDF	
Signed Special Provision Integrity Certification	PDF	
Email from Civil Rights noting Applicable DBE goals and OJT hours	PDF	
Construction Cost Estimate (Agency Format)	PDF & MS Excel	

Certified Local Public Agency Cost Estimate Form (ODOT Form 734-5096)	PDF & MS Excel	
CPM Construction Schedule (11 x 17 in color)	PDF, MS Project format	
Fuel Escalation Worksheet	MS Excel, PDF	
Steel Escalation Worksheet	MS Excel, PDF	

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

- POR-signed Final Plans in PDF format as individual sheet and as a single compiled file with digital bookmarks matching Sheet Index
- Final digital design files in Civil 3D format

15.4 LETTER OF PUBLIC INTEREST FINDINGS (“LPIF”) AND EXEMPTION ORDERS (“EO”) [CONTINGENCY]

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

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

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

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

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

15.4 Consultant Deliverables and Schedule

Consultant shall provide:

- Up to one electronic copy / copies (MS Word format) of the draft LPIF or EO with the DAP submittal.
- Up to one final LPIF or EO (one PDF file, sealed by a licensed engineer in the state of Oregon, one original copy for signatures) with the Advance Plan submittal (Task 15.2).

TASK 16 ADVERTISE AND AWARD ASSISTANCE

This task includes the preparation of addenda, as needed, and responding to questions during the Advertisement or Ad phase of the project for the PS&E package developed under Task 15.

Consultant shall respond to questions from Agency and prospective bidders about the plans and specifications during the advertisement for bids and award process.

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

16.1 QUESTIONS DURING ADVERTISEMENT

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

Consultant shall, during the bidding process, assist the Agency with information to support their communications with prospective bidders and suppliers. Consultant shall communicate only with the Agency during bidding. Consultant shall respond to questions asked by prospective bidders or suppliers and provide answers to the Agency. Consultant shall maintain a written log of assistance provided to the Agency in the Project file and provide upon request of the APM.

16.1 Consultant Deliverables and Schedule

- Log of conversations, questions, and answers related to advertisement support. Provide to APM upon request.

16.2 ADDENDA TO THE BID DOCUMENTS [CONTINGENCY]

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

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

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

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

16.2 Consultant Deliverables and Schedule

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

16.3 (RESERVED)

16.4 (RESERVED)

EXHIBIT B - COMPENSATION

Definitions:

CPFF – Cost Plus Fixed Fee

FCCM - Facilities Capital Cost of Money

NBR - Negotiated Billing Rates. NBRs are fully loaded billing rates inclusive of direct salary, indirect expenses and profit.

NTE - Not to Exceed Amount

T&M - Time and Materials

A. METHOD of COMPENSATION for NON-CONTINGENCY TASKS

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

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

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

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

1. Cost Plus Fixed Fee with Not-To-Exceed (CPFF)

Agency will pay Consultant actual costs plus the negotiated fixed fee, up to the NTE established in the Contract, to complete the Services required under the Contract.

Actual Costs. Actual costs are limited to:

- **Direct Salary Costs** –the direct salary rate (up to the maximum rate approved in the Contract for the employee's classification) paid to the specific employee(s) productively engaged in work to complete the Services required under the Contract.
- **Allowable Indirect Costs** - (See section I, Indirect Costs)
- **Other Direct Costs (ODCs)** without mark-up - Approved travel costs (up to the rates allowed in Section B of this Exhibit) and other approved direct-non labor expenses that are not included in overhead.
- **Subconsultant Costs** (without mark-up) - the actual labor costs, ODCs (as described above) and indirect costs that have been billed to Consultant and recognized by Consultant as valid, undisputed and payable.

Fixed-Fee. A profit rate will be negotiated. The Fixed-Fee amount will be developed by multiplying the negotiated profit rate by the Labor Costs (excluding labor costs from NBRs) plus Allowable Indirect Costs for the Project. The cost basis for calculating the Fixed Fee must not include:

- ODCs,
- labor costs for firms using NBRs (these rates already include profit),
- FCCM
- costs for contingency tasks, if any. Cost and profit for contingency tasks will be included in the amount negotiated for each contingency task and will not be included in the Fixed-Fee for non-contingency tasks.

The total not-to-exceed amount for allowable, actual costs for non-contingency tasks is: \$ 265,765.40

The total dollar amount for the Fixed Fee for non-contingency task is: \$ 14,380.86

Consultant acknowledges and agrees that the Fixed-Fee is only due and payable for work authorized by Agency and satisfactorily completed by Consultant.

B. PAYMENT OPTIONS

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

Progress Payments for Acceptable Progress. Agency will pay Consultant monthly progress payments for actual costs, up to the Contract NTE amount, for Consultant's acceptable (and verifiable) progress on tasks and deliverables included in the invoice.

Progress Payments for Percentage of Services Completed. Agency will pay Consultant monthly progress payments based on a percentage of the total agreed fixed price. Monthly progress payments shall be limited to an amount commensurate with the percentage of the total Services and deliverables that were completed in the month invoiced.

Payment upon Milestone (or other Unit) Completion. Agency will pay Consultant the fixed price per milestone amount(s), or all amounts due as actual costs up to the Contract NTE amount per milestone, but only after Consultant completes and Agency accepts all Services and deliverables required under the Contract for a given milestone (or other unit) as listed below:

Payment upon Full Completion. Agency will pay Consultant the fixed price amount, or all amounts due as actual costs up to the Contract NTE amount, but only after Consultant completes and Agency's accepts all Services and deliverables required under the Contract.

Basis of Payment or Fixed Fee (for CPFF only)

The Basis of Payment for Fixed Fee is as follows:

- The Fixed-Fee will be paid for accepted and verified progress based on an estimated percentage of completion of the Services and deliverables required under the Contract.
- The Fixed-Fee will be paid as a single lump sum payment following completion and acceptance of all Services and deliverables required under the Contract.
- The Fixed-Fee will be paid in the amounts identified for each completed and accepted milestone:

C. TRAVEL

The Fixed Price amount(s) in this Contract includes all travel, lodging, per diem, and mileage expenses. Agency will not reimburse Consultant separately for travel, lodging, per diem, or mileage expenses.

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

- The travel, lodging, and per diem rates referenced in this Section C are the maximums that Consultant's estimate (or reimbursement, if applicable) may be based on. Travel rates other than those referenced in this Section C may be negotiated in the Contract, however, under no

circumstance shall travel, lodging and per diem rates exceed the maximums set forth by the State Controller at <https://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf> .

- Mileage - For compensation based on Cost-Plus-Fixed-Fee or Time and Materials (or Fixed Price or Price Per Unit when travel reimbursement is approved and mileage is compensated separately), all mileage approved by Agency will be reimbursed according to the rates set forth by the State Controller at <https://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf> that are in effect on the date when the travel occurs.
- For compensation based on Cost-Plus-Fixed-Fee or Time and Materials, Consultant shall submit receipts for travel-related expenses billed to Agency, such as but not limited to, lodging, rental vehicles, and air fare. If lodging is shared by two or more travelers, the lodging receipt must indicate the names of any travelers on official State business who shared the room.

D. INVOICES

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

- The Agency's Contract number
- The Agency's Project number

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

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

"Paid Summary Report"

Consultant shall complete and submit to APM [Paid Summary Report\(s\)](#) [form 734-2882] per the instructions on the form. Consultant must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. **This reporting is required for all Contracts that include subs, regardless of funding or whether or not a DBE goal or Certified Small Business Aspirational Target is assigned.**

CPFF and T&M Compensation:

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

Fixed-Price Compensation. Consultant shall prepare invoice(s) based on the payment option identified in Section B of this Exhibit:

- For Contracts using “Payment upon Full Completion” payment option, Consultant shall submit a single invoice requesting payment for the full Fixed-Price amount after all Services have been completed and all Deliverables have been accepted by Agency.
- For Contracts using “Progress Payments for Percentage of Services Completed” payment option, Consultant invoices shall be limited to an amount commensurate with the percentage of the total Services (including Deliverables) that were completed in the month invoiced.

Agency may request a full written itemization of and receipts for, but not limited to, any or all labor and direct costs billed by Consultant. Consultant shall provide written itemization and receipts to Agency within 5 business days of Agency’s request. Agency will not make payment to Consultant under the applicable invoice until Agency has received all requested supporting documentation from Consultant and Agency has approved the invoiced amounts. Any overdue payments to Consultant by Agency for an approved invoice are subject to ORS 293.462.

E. PAYMENT TERMS

Payment will be made to Consultant no later than 45 calendar days from receipt of invoice completed in conformance with all contractual requirements. Agency will endeavor to notify Consultant within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If revisions are necessary, payment will be made no later than 45 calendar days from receipt of the revised invoice. Any interest for overdue payment will be in conformance with Oregon law.

F. CORRECTIVE WORK

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

G. WITHHOLDING/RETAINAGE

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

H. PAYMENT REDUCTION

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

I. SPECIFIC LIMITATIONS and UNALLOWABLE CHARGES

Specific Limitations

For cost reimbursement compensation such as CPFF or T&M, Consultant shall invoice Agency only for actual productive time Consultant personnel spend on Services by any level of Consultant’s staff (up to the established not-to-exceed amount). Consultant’s general supervisors or personnel who are

responsible for more than one Agency project shall charge only for actual productive time spent directly on the Project identified in the Contract.

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

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

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

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

Unallowable Charges

Agency will not pay for direct or indirect costs that are unallowable under the provisions of [48 CFR Part 31](#).

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

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

J. [INDIRECT COSTS; SALARY and BILLING RATE SCHEDULES

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

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

<https://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm>. A signed [Certification of Final Indirect Costs form](#) must be submitted with the overhead schedule.

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

3. Salary and Billing Rate Schedules

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

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

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

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

Approved rate schedules for Consultant and its approved subconsultants/subcontractors are not physically attached but are on file electronically with Agency. The approved rate schedules are incorporated herein by reference and shall apply for cost estimating and invoicing purposes with the same force and effect as though fully set forth herein. Consultant may obtain copies of currently approved rate schedules on file with Agency by emailing a request to Agency's Contract Administrator for this Contract.

J. BILLING RATE SCHEDULES

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

Negotiated Billing Rate Schedule - 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 for Consultant and its approved subconsultants/subcontractors are not physically attached but are on file electronically with Agency. The approved rate schedules are incorporated herein by reference and shall apply for cost estimating and invoicing purposes with the same force and effect as though fully set forth herein. Consultant may obtain copies of currently approved rate schedules on file with Agency by emailing a request to Agency's Contract Administrator for this Contract.

K. RATE REVISIONS

The hourly rates (including escalations, if any) approved for use under this Contract shall remain in effect throughout the duration of the Contract unless revisions are approved by Agency. Requests for rate revisions will not be considered prior to 12 months after Contract execution. Any approved revisions to the hourly rates allowable under the Contract shall not cause an increase in the Contract NTE amount (exceptions may be approved by Agency on a case by case basis).

L. BREAKDOWN OF COSTS (BOC)

Prior to execution of the Contract or any amendments that add Services, Consultant shall prepare and submit a BOC based on the approved overhead and actual direct salary rates (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 ODCs; and
- c) the estimate for Services as provided by each subconsultant that shows the assigned staff and hours per task and sub-task and itemized ODCs. Agency may ask for qualifications of any staff assigned to work on a project if they were not included in Statement of Proposal originally submitted for solicitation.
- d) the certification status of any disadvantaged business enterprise, minority-owned business, woman-owned business, service-disabled veteran-owned business or emerging small business subcontractors included in the BOC.
- e) **Contingency Tasks.** Amounts for any contingency tasks must be shown as a separate line-item for each task. The amount for a contingency task must include all labor, overhead, profit, and expenses for the task. Expenses for contingency tasks must not be included in an overall amount for ODCs applied to the budget for the non-contingency tasks. Enter the agreed to unit and extended amounts for contingency tasks in the Contingency Task Summary table.

Notes:

- Vendors for flagging services, testing services or other items that are not personal services are treated as ODCs. The breakdown of costs for ODCs is entered on Expense sheets for prime and subs, with the total expense for each subtask entered on BOC sheet.
- No mark-up is permitted on subconsultants or ODCs.

The final BOC agreed to by the Parties is incorporated by this reference

Summary/Dashboard of Budgeted Costs & Profit (or Fixed Fee for CPFF Compensation)

Note: CPFF compensation may not be used if prime Consultant has Negotiated Billing Rates (NBRs). Subs may use NBRs and are included in the Total Cost NTE; however, NBRs already include profit. Therefore NBR-subs are not part of the profit or Fixed-Fee calculation.

PA/ATA or Contract Number: xx; Amd Number: xx
 WOC Number: xx; Amd Number:
 PROJECT NAME: Clackamas County Freight ITS Phase 2B

Section A: Total Contract/WOC or Amendment NTE Amount	
This total includes - a) Non-contingency amount [all allowable costs and expenses, NBR subconsultant costs (if applicable), profit or Fixed-Fee amount]; and b) Contingency amount, if any [the total cost, expenses and profit for contingency tasks, each of which must be authorized by Agency].	\$ 290,501.87

Section B: Non-Contingency Cost and Profit Summaries	
Non-Contingency Cost Totals (Prime & Subs)	
Total Non-Contingency Hours	1375.00
Total Non-Contingency Labor Costs	\$ 261,971.60
Total Non-Contingency Direct Expenses	\$ 3,793.80
Total Non-Contingency Cost Amount:	\$ 265,765.40
Profit Total (or Fixed Fee Amount for CPFF):	\$ 14,380.86

Section B: Non-Contingency Cost and Profit Summaries																																													
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Section C: Contingency Cost & Profit Summary	
Summary by Firm	
Prime	HDR Engineers \$ 6,695.61
Sub 1	Citizen Engineers \$ 3,660.00
Sub 2	Hoodview CAD \$ -
Sub 3	45th Parallel Geomatics \$ -
Sub 4	[Enter Subconsultant 4's Name] \$ -
Sub 5	[Enter Subconsultant 5's Name] \$ -
Sub 6	[Enter Subconsultant 6's Name] \$ -
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Sub 19	[Enter Subconsultant 19's Name] \$ -
Sub 20	[Enter Subconsultant 20's Name] \$ -
Summary of Contingency Totals	
Total Contingency Hours	44
Total Contingency Labor Costs	\$ 9,748.05
Total Contingency Direct Expenses	\$ -
Total Contingency Costs	\$ 9,748.05
Total Contingency Profit	\$ 607.56
Total Contingency Cost + Profit	\$ 10,355.61

Section D: Total Non-Contingency + Contingency by Firm	
Summary by Firm	
Prime	HDR Engineers \$ 165,555.87
Sub 1	Citizen Engineers \$ 115,375.00
Sub 2	Hoodview CAD \$ -
Sub 3	45th Parallel Geomatics \$ 9,571.00
Sub 4	[Enter Subconsultant 4's Name] \$ -
Sub 5	[Enter Subconsultant 5's Name] \$ -
Sub 6	[Enter Subconsultant 6's Name] \$ -
Sub 7	[Enter Subconsultant 7's Name] \$ -
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Sub 18	[Enter Subconsultant 18's Name] \$ -
Sub 19	[Enter Subconsultant 19's Name] \$ -
Sub 20	[Enter Subconsultant 20's Name] \$ -
	Certification Status
Prime	HDR Engineers Not Certified
Sub 1	Citizen Engineers DBE
Sub 2	Hoodview CAD DBE
Sub 3	45th Parallel Geomatics DBE
Sub 4	[Enter Subconsultant 4's Name] Not Certified
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Sub 19	[Enter Subconsultant 19's Name] Not Certified
Sub 20	[Enter Subconsultant 20's Name] Not Certified

Consulting Firm: HDR

Task #	Description	Basis of Estimate	Qty.	Unit Price	Amount
NON-CONTINGENCY TASKS/DELIVERABLES		Include enough detail for the reader to understand how the estimate was determined.			
1	PROJECT MANAGEMENT				\$341.60
1.3.1	Project Kickoff Meeting (Mileage - Colette)	Roundtrip from work in NW Portland to 150 S Beavercreek Road	40	\$0.700	\$28.00
1.3.1	Project Kickoff Meeting (Mileage - Kevin)	Roundtrip from work in Vancouver to 150 S Beavercreek Road	56	\$0.700	\$39.20
1.3.1	Project Kickoff Meeting (Mileage - Christopher)	Roundtrip from work in NW Portland to 150 S Beavercreek Road	40	\$0.700	\$28.00
1.3.3	Stakeholder Meetings (Mileage - Colette)	Roundtrip from work in NW Portland to 150 S Beavercreek Road (5 Stakeholder Meetings) - 40 miles roundtrip	160	\$0.700	\$112.00
1.3.3	Stakeholder Meetings (Mileage - Kevin)	Roundtrip from work in Vancouver to 150 S Beavercreek Road (3 Stakeholder Meetings) - 56 miles roundtrip	56	\$0.700	\$39.20
1.3.4	Project Review Meeting (Mileage - Colette)	Roundtrip from work in NW Portland to 150 S Beavercreek Road	40	\$0.700	\$28.00
1.3.4	Project Review Meeting (Mileage - Kevin)	Roundtrip from work in Vancouver to 150 S Beavercreek Road	56	\$0.700	\$39.20
1.3.4	Project Review Meeting (Mileage - Christopher)	Roundtrip from work in NW Portland to 150 S Beavercreek Road	40	\$0.700	\$28.00
8	TRAFFIC ENGINEERING & MANAGEMENT				\$32.20
8.2	Field work (mileage)	Roundtrip from work in NW Portland to 5 project sites	46	\$0.700	\$32.20
			TOTAL Non-Contingency		\$373.80

Consulting Firm: **Citizen Engineers, LLC**

Task #	Description	Basis of Estimate	Qty.	Unit Price	Amount
NON-CONTINGENCY TASKS/DELIVERABLES		Include enough detail for the reader to understand how the estimate was determined.			
1	Project Management				\$273.00
1.3.1	Project Kickoff Meeting	Roundtrip from work in SE Portland to 150 S Beavercreek Road	30	\$0.700	\$21.00
1.3.3	Stakeholder Meetings (Mileage - Jim)	Roundtrip from work in SE Portland to 150 S Beavercreek Road (4 Stakeholder Meetings) - 30 miles roundtrip	120	\$0.700	\$84.00
1.3.3	Stakeholder Meetings (Mileage - Amanda)	Roundtrip from work in Hillsboro to 150 S Beavercreek Road (4 Stakeholder Meetings) - 60 miles roundtrip	240	\$0.700	\$168.00
8	Traffic Engineering & Management				\$63.00
8.10.1	Draft Concept of Operations Graphics	Graphics for Concept of Operations	1	\$2,000.00	\$2,000.00
8.10.1	Final Concept of Operations Graphics	Graphics for Concept of Operations	1	\$1,000.00	\$1,000.00
8.10.5	Stakeholder Meetings (Mileage - Jim)	Roundtrip from work in SE Portland to 150 S Beavercreek Road (1 Verification Test Session) - 30 miles roundtrip	30	\$0.700	\$21.00
8.10.5	Stakeholder Meetings (Mileage - Amanda)	Roundtrip from work in Hillsboro to 150 S Beavercreek Road (1 Verification Test Session) - 60 miles roundtrip	60	\$0.700	\$42.00
			TOTAL Non-Contingency		\$3,336.00

Consulting Firm: **45th Parallel Geomatics**

Task #	Description	Basis of Estimate	Qty.	Unit Price	Amount
NON-CONTINGENCY TASKS/DELIVERABLES		Include enough detail for the reader to understand how the estimate was determined.			
2	Survey				\$84.00
2.3	Mileage	Roundtrip travel to include 6 sites	120	\$0.70	\$84.00
TOTAL Non-Contingency					\$84.00

EXHIBIT C - INSURANCE

All insurance required by this Contract shall be maintained with insurers with an A.M. Best Financial Strength Rating of no less than A-. Insurers must be legally authorized to transact the business of insurance and issue coverage in the State of Oregon. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and self-insurance. Prior to beginning work and during the term of this Contract, including any extensions or warranty period, Consultant shall maintain in force at its own expense each insurance set forth below:

1. **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (Consultants with one or more employees, unless exempt under ORS 656.027).
2. **Required by Agency** **Not required by Agency.**
 - **Professional Liability** insurance with a per claim, incident or occurrence limit, or the equivalent, of not less than \$1,000,000, or \$2,000,000.
 - Any annual aggregate limits must not be less than \$1,000,000 \$2,000,000 \$4,000,000 \$10,000,000.

This insurance must cover damages caused by negligent acts, errors or omissions of Consultant and Consultant's subcontractors, agents, officers or employees related to the professional Services to be provided under the Contract. If this insurance is provided on a "claims made" basis, Consultant shall continue the same coverage for 2 years, 3 years, or 6 years after completion of the Services or acquire "tail" coverage or an Extended Reporting Period endorsement for the foregoing extended period beyond Contract expiration or termination. Evidence of any required extended period coverage will be a condition of final payment under the Contract.
3. **Required by Agency** **Not required by Agency.**

Commercial General Liability insurance must be issued on an occurrence basis with per occurrence limit, or the equivalent, of not less than \$2,000,000 covering "bodily injury" and "property damage." Any annual aggregate limits shall not be less than \$4,000,000.
4. **Required by Agency** **Not required by Agency.**

Automobile Liability insurance covering Consultant's business-related automobile use, with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for "bodily injury" and "property damage," including coverage for all owned, non-owned, rented or hired vehicles.
5. **Notice of change or cancellation.** There shall be no cancellation, material change (one that would adversely impact the protection of Agency provided through the insurance coverages required in this Exhibit C), reduction of limits or intent not to renew the insurance coverage(s) without 30 calendar days prior written notice from Consultant or its insurer(s) to Agency. **All policies and certificates of insurance, including Workers' Compensation, must include a notice of cancellation or nonrenewal clause as required under ORS 742.700 to 742.710.**
6. **Certificates of Insurance.** As evidence of the insurance coverages required by this Contract, Consultant shall furnish acceptable insurance certificates to Agency prior to Contract execution. Throughout the life of this Contract, Consultant shall submit updated certificates of insurance prior to the policy expiration date(s) indicated for the required coverages. If requested by Agency, Consultant shall either: a) provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency; or b) make such insurance policies, endorsements, self-insurance documents and related insurance documents available for inspection by Agency's representatives at a location in the State of Oregon that is reasonably convenient for Agency's representatives responsible for verification of the insurance coverages required under the Contract.
7. **Additional Insureds.** Insurance certificates for Automobile and Commercial General Liability must include an endorsement physically attached to the certificate specifying the Agency, the State of Oregon, the OTC, the Oregon Department of Transportation, and their respective officers, members, agents and employees as Additional Insureds and must expressly provide that the interest of the Additional Insureds shall not be affected by Consultant's breach of policy provisions.
8. **Subcontractors.** Consultant shall: (i) obtain proof of the above insurance coverages, as applicable, from any subcontractor providing Services related to this Contract, or (ii) include subcontractors within Consultant's coverage for the duration of the subcontractor's Services related to this Contract.

EXHIBIT D - TITLE VI NON-DISCRIMINATION PROVISIONS

During the performance of this Contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- a. **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- b. **Nondiscrimination:** Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds or race, color, sex, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- d. **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Agency, ODOT, FHWA or the Federal Transit Administration (FTA) as appropriate, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Agency, ODOT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this Contract, Agency shall impose such Contract sanctions as it, ODOT, FHWA or FTA may determine to be appropriate, including, but not limited to:
 - (i) Withholding of payments to Consultant under the Contract until Consultant complies, and/or
 - (ii) Cancellation, termination or suspension of the Contract, in whole or in part.
- f. **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Agency, ODOT, FHWA or FTA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request Agency, ODOT, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT E.1 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS (No-Goal)

The DBE program is administered by the ODOT Office of Civil Rights (“OCR”). As the Agency is entering into this Contract under authority granted by ODOT, the DBE Provisions apply the same as if ODOT were the contracting agency.

“Consultant” and “Contractor” are hereinafter referred to as “Contractor”. **See section e for specific 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 Contracts and 6% (proposed) for FTA funded Contracts. 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 DBE participation goal has not been established 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 USDOT-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. **Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 10 calendar days from receipt of each payment Consultant receives from ODOT (or local agency when applicable). In addition, Contractor shall return any retainage payments to each subcontractor within 10 calendar days after the subcontractor’s work is satisfactorily completed.
- e. **Reporting Requirements:** Contractor shall complete and submit initial, interim and final Paid Summary Reports [form 734-2882] per the instructions on the form. Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance.
- f. **Commercially Useful Function:** For Contracts with no DBE goal assigned, ODOT may count race-neutral DBE participation toward its overall goal, provided the DBE is performing a

commercially useful function (“CUF”) as set forth in 49CFR § 26.55. A DBE performs a commercially useful function 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 may perform a CUF review at any time during the performance of the Contract.

- g. **Termination of DBE Notification Requirement:** Contractor must promptly notify ODOT whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work. See additional requirements of 49 CFR § 26.53(f) regarding termination of a DBE.
- h. **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.
- i. **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 or otherwise directed to: Oregon Department of Transportation Office of Civil Rights, ODOT Materials Laboratory Building, 800 Airport Road SE, Rm 61, Salem, OR 97301; Phone: 503-986-4350.
- j. **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 CFRs referenced or linked in these DBE Provisions are available on line at:

- **Forms:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>
- **Documents:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>
- **49 CFR Part 26:** <https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=34ea04c7ed3d45b0e41f82a5646f1c15&rqn=div5&view=text&node=49:1.0.1.1.20&idno=49>

Acronyms & Definitions Applicable to Exhibit E.1

APM	ODOT’s or local agency’s Project Manager
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

EXHIBIT F - SPECIAL TERMS & CONDITIONS

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

EXHIBIT G - RESERVED

EXHIBIT H - RESERVED

EXHIBIT I - 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 * Agency's Project Manager (APM) Name:	Mike Ward
Ph:	503-742-4688
E-mail:	mward@clackamas.us

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

Name:	
Ph:	
E-mail:	

a.3 Agency's address for invoicing:

Mailing Address:	
E-mail:	

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

Name:	
Ph:	
E-mail:	

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

Name:	
Address:	
Ph:	
E-mail:	

* Agency may change the Contract Administrator or Project Manager designation by promptly sending written notice (e-mail acceptable) to Consultant.

**Any changes to Consultant's Project Manager must be approved in writing (e-mail acceptable) by Agency.

2. Key Persons

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

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

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

Name	Role

3. Reassignment or Transfer of Key Person

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

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

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