

EXHIBIT A - STATEMENT OF WORK

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

The Broadway Rall Wheel Replacement Project (the “Project”) will include the design and construction of the replacement Rall wheels and associated mechanical and structural elements on the Broadway Bridge, located in downtown Portland, Oregon and that spans the Willamette River. The Broadway Bridge is a rare double leaf Rall type bascule bridge that is over 100 years old. The Rall wheels are part of the bridge operating mechanism and two Rall wheels support the entire weight of each of the bridge’s bascule leaves.

The Broadway Bridge and its approaches (the Bridge) has four 8 foot diameter Rall Wheels that support the main trunions and allow for the bridge to both rotate open and roll back along large steel tracks. A study was done in 2012 to assess the replacement needs of the mechanical components. The surfaces of all the Rall Wheels have lost integrity and are shedding material. The west bascule leaf tracks to the north due to the conical shape of the existing wheels. The wheel bearings are worn allowing excessive movement out of direction. Bridge Control Strut bearings are worn and contribute to out of directions movement. The Rall Wheel tracks are also worn and in need of replacement, which may necessitate replacement of the support structure underneath them.

The Bridge structure totals 1,613 feet in length and consists of three westerly approach Pennsylvania-Petit Through truss spans of 270 feet, 286 feet and 297 feet, a 278-foot double-leaf Rall bascule main channel draw span, and one Pennsylvania-Petit Through truss of 297 feet and one Warren Through truss of 185 feet on the eastern approach. The overall width of the structure is 70 feet.

The Bridge is one of several downtown Portland bridges enabling various modes of traffic to cross the Willamette River. The Bridge currently carries four lanes of traffic (two of the lanes share Streetcar traffic) with an average daily volume of 30,000 vehicles. It is also a major bicycle route over the river with more than 2,000 crossings daily, according to 2005 figures. The Bridge provides a major connection between downtown Portland and northeast Portland. The Bridge also is subject to maritime traffic requirements and opens to allow large ocean going vessels to proceed under the bridge.

The purpose of Consultant’s Services shall be to develop a design for the Project to repair and replace the existing equipment and systems on the Bridge identified in this statement of work, in compliance with all applicable laws, regulations, codes, standards etc., and to continue to address and apprise the County during the construction phase of the Project as necessary on the construction of these elements for a successful replacement of the Rall Wheel System on the Bridge.

Included in the scope of Consultant’s Services as further detailed herein are the following:

1. Engage with the public and appropriate jurisdictions to ensure that high priority functionalities are met.
2. Assure that the project is completed on time and within budget.
3. Strive to reduce the construction cost of the project while keeping life-cycle costs low.
4. Apprise County throughout the Project concerning the economic impact of all design decisions.
5. Embody sound and cost-effective sustainability principles in the Services performed under the Contract.
6. Review technical reports, drawings, calculations, and specifications for multiple disciplines including but not limited to: structural, civil, geotechnical, electrical, traffic, hydraulic, etc.
7. Provide independent alternative cost estimates, using A&E calculated quantities based upon intended design scope of work and prepared using Construction Contractor Industry Estimating Software and Standards, at all stages of design.

8. Work collaboratively with the Project Management Team inclusive of the CM/GC in order to develop the design documents and construction approach in a manner consistent with the County's objectives.
9. Assist County with CM/GC construction price negotiations, and independent cost estimating
10. Provide prompt, complete responses in reply to construction contractor requests for information during construction, and other encountered issues so as to avoid schedule delays, added costs and impacts.
11. Provide independent verification of quality of work by the construction contractor.

The Project design must allow for streetcar, vehicular traffic, bicyclists and pedestrians to use the bridge throughout construction on a varying curb to curb width (including sidewalks) accommodating a minimum of at least one open pedestrian and bicycle facility (only one sidewalk at a time can be closed for construction activities). Closure of two roadway lanes at a time will be allowed for the duration of the project. One lane of traffic must be maintained in each direction at all times. If the open lane in either direction is a curb lane, truck traffic over a certain height must be prevented from using the bridge and a detour must be provided along with height restriction "telltale devices" at the end of the bridge where only the curb lane is open. In addition, limited duration closures of the entire bridge will be allowed (including sidewalks) but must minimize impacts to vehicular traffic and Streetcar. Design is to be aimed at replacing the Rall Wheel during an in-water work window of July 1 - October 31, 2016. This Project includes but is not limited to:

- (i) Replacement of all four (4) Rall Wheels.
- (ii) Rehabilitation or replacement of Rall Wheel Trunions.
- (iii) Replacement of all four (4) Rall Wheel tracks.
- (iv) Identifying associated structural repairs as needed.
- (v) Accommodating for future inspection, adjustments, maintenance, and replacement options.
- (vi) Rehabilitation or Replacement of all four (4) Control Struts to include the following:
 - o New bearings for all four (4) of the upper and lower ends of the Control Struts
 - o Providing access to new bearings for ease of future maintenance
 - o If required, adjusting the length of the Control Struts and making them adjustable for future maintenance.

The replacement of the Rall Wheels, Tracks, and Control Strut bearings may impact various elements of the existing bridge. An evaluation of bridge operation in post repair configuration may lead to the correction to any structural or mechanical elements that would prevent the bridge from operating as intended with new Rall wheels, Control Struts, and tracks. The design of the Rall Wheel Replacement must accommodate all impacts including but not limited to impacts to the following facilities of the Bridge:

- (i) Live Load Shoes
- (ii) Operating Struts
- (iii) Anchor Struts
- (iv) Guide Wheel Assembly

The following items will be included in the design up to 60% Design stage: . .

- (i) Replace Machinery Brakes, add new Motor Brakes
- (ii) Replace Equalizers

1. General Expectations. Consultant commits to provide Services and oversee and direct the design of the Project to obtain the greatest long-term value for the government, and to promote prudent expenditure of public funds within the constraints of the project, program, context, budget and cost-effective sustainability principles. Consultant shall: (i) avoid expenditures for aesthetic effect which are disproportionate to the project as a whole; (ii) use recycled/recyclable products to the maximum extent

economically feasible in the performance of this Contract, and (iii) apprise County throughout the project concerning any issues or decisions with potential economic impact to the project.

2. Project Phasing

The Project has been divided into two phases:

Phase 1 (Design): Complete the Final Design for construction of the Project and related components. *This phase is included in this Scope of Work.*

Phase 2 (Construction): Provide design professional assistance during the construction phase of the Project including but not limited to Final As-Built drawings. *This phase is not included in this Scope of Work, but may, at the County's discretion, be added to the Services pursuant an Amendment to the Contract*

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

3. County Responsibilities

County responsibilities during the Design Phase include the following:

1. Attendance at meetings and work sessions including all Project Team Meetings, as referenced within Exhibit K Table of Pre-Construction Services;
2. Conduct public involvement program;
3. Internal County communication and project coordination;
4. Provide Consultant access to County Right-of-Way (ROW);
5. Temporary Protection and Direction of Traffic (TP&DT) during site investigation and inspections.
6. Review and comment on Consultant progress submittals and deliverables as referenced within Exhibit K, Table of Pre-Construction Services including but not limited to:
 - a. 30%, 60%, 90% and 100% designs including design addenda;
 - b. 60%, 100% and addenda independent cost estimates;
7. Provide known stakeholder concerns;
8. Establish and maintain Project Goals and Objectives;
9. Review and comment on Construction Manager / General Contractor (CM/GC) deliverables as referenced within Exhibit K, Table of Pre-Construction Services;
10. Provide copies of all existing Project files and technical reports;
11. Provide copies of existing drawings relating to the Broadway Bridge;
12. Review and revise funding agreement (if needed);
13. Management of all CM/GC activities and deliverables.

4. Acronyms and Definitions

A&E:	Architect/Engineer
AASHTO:	American Association of State Highway and Transportation Officials
ACAD:	AutoCAD
BA:	Biological Assessment
BO:	Biological Opinion
CEI/CA:	Construction Engineering and Construction Contract Administration
CM/GC:	Construction Manager / General Contractor
CPM:	Critical Path Method
DBE:	Disadvantaged Business Enterprise
DOE:	Determination of Eligibility
FHWA:	Federal Highway Administration
ESA:	Endangered Species Act
ICE:	Independent Cost Estimate
MOA:	Memorandum of Agreement

NTP:	Notice To Proceed
OAR:	Oregon Administrative Rules
ODOT:	Oregon Department of Transportation
ORS:	Oregon Revised Statutes
MOA:	Memorandum of Understanding
NMFS:	National Marine Fisheries Service
ODFW:	Oregon Department of Fish and Wildlife
PA:	Price Agreement
PMT:	Project Management Team
PS&E:	Plans, Specifications and Engineer's Estimate
ROW:	Right-of-Way
RFP:	Request for Proposal
SHPO:	State Historic Preservation Office
SOW:	Statement of Work
TP&DT:	Temporary Protection and Direction of Traffic
USFWS:	United States Fish and Wildlife Service
VE:	Value Engineering
WOC:	Work Order Contract

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards

a. Preliminary Engineering and Design Phase Services (Phase 1):

- (i) The standards, manuals, directives and other procedural guidance applicable to the A&E and Related Services provided under this SOW are available at the following web site and are incorporated by this reference with the same force and effect as though fully set forth herein: <http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Resources> (select Standards-A&E/Related Services) These are not exhaustive and may not include all applicable standards for a given project. Consultant shall be responsible for determining all applicable practices and standards to be used in performing A&E and Related Services.
- (ii) The ODOT CM/GC General Provisions, as modified by Multnomah County, are available on the [Multnomah County Purchasing Website](#).
- (iii) Unless otherwise specified in a given task, the most current version of applicable standards, manuals, directives and other procedural guidance shall apply.
- (iv) Unless otherwise specified, the system of measurement and language used in all deliverables will be English.
- (v) Unless otherwise specified in a given task, all engineering and design services shall comply with AASHTO standards.

b. Construction Phase Services (Phase 2) Optional at the County's discretion and only upon an Amendment to this Contract.

- (i) Consultant shall complete Construction Engineering, Inspection and Construction Contract Administration ("CEI/CA") Services in accordance with ODOT's Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual. All inspection work must be

performed by ODOT-certified inspectors as required by ODOT's Inspection Quality Assurance Program ("IQAP")

- (ii) Consultant's qualified staff shall diligently monitor the work of the construction contractor in order to determine whether the project is constructed in compliance with the construction contract documents and any applicable current standards and County manuals. Consultant shall immediately advise County of any construction which Consultant knows, or with the exercise of professional care should know, fails to conform to the Federal or State standards applicable to construction of the project.

2. Software Requirements

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

- (i) Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by the County.
- (ii) Consultant shall submit draft and final deliverables in electronic format (and hard copy if requested).
- (iii) As requested by the County, Consultant shall also submit any graphic files accompanying reports separately in .jpg, pdf or .tif formats unless specified differently by the County.
- (iv) Consultant shall prepare contract plans using AutoCAD and provide deliverables in a form suitable to this program as requested by the County.

b.

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

(i) To ensure and verify this level of compatibility, County may provide sample or required format(s) to Consultant, and Consultant and County may conduct tests of sample deliverables from Consultant. County reserves the right to reject deliverables that do not meet these requirements. If a deliverable is rejected, Consultant shall resubmit deliverables to County that meet these requirements, and shall not bill the County for the rejected deliverables or for time associated with correcting the rejected deliverables.

(ii) Consultant shall deliver all work products in the format(s) required by the County. Consultant may propose alternative software for consideration by the County. If the County determines that the alternative software meets the compatibility requirements of this section, the County may choose to accept the use of the alternative software. County will document this approval in writing.

(iii) The County anticipates that it will update its software periodically and at such time, new software may be required by notice provided to Consultant 30 days in advance. County shall not be responsible for costs incurred by consultant related to new software.

3. Professional Licenses, Registrations and Qualifications

- a. Consultant and its subconsultants must be duly licensed to perform the Services, and must be under the "responsible charge" (as that term is defined under ORS Chapter 672) of a person so

licensed, as required by the applicable Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR), and other applicable laws (or must be otherwise exempt from any licensing requirements applicable to the Services being performed).

- b. County may require Consultant's Personnel to demonstrate a competency in the particular area/discipline to which they are assigned. This may include, but is not limited to, submittal of license number, resume, and work samples from previously completed projects.

4. General Requirements

- a. **Endorsement of Data:** Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to County, as well as any other materials where professional standards require such seal and signature.
- b. **Safety Equipment:** Consultant shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing if required by state and federal regulations and County policies and procedures for the Services under the Contract.
- c. **Transmittal Requirements:** To the extent possible, all transmittals from Consultant to County must include as applicable the **Contract#, WOC#, Project name and the Project key number**.
- d. **Public Communications:** Consultant shall and shall cause subconsultants to represent Project and County in an appropriate and professional manner in public.
- e. **Personnel, Materials, and Equipment:** Consultant shall provide competent personnel and shall furnish all supplies, equipment, tools, and incidentals required to accomplish the work. All equipment and tools shall be in good operating condition and shall be kept in proper adjustment throughout the duration of the Contract. All materials and supplies shall be of good quality and suitable for the assigned work.

5. Compliance with Applicable Law (in addition to those identified elsewhere in the Contract.)

All services performed by Consultant shall comply with all, Regional, Multnomah County, and City of Portland Laws, Codes and Regulations.

C. REVIEW, COMMENT and SCHEDULE OVERVIEW

1. Coordination

Consultant shall coordinate with County staff as necessary and shall revise draft deliverables to incorporate all draft review comments and submit all deliverables to County Project Manager or designee unless otherwise noted in specific tasks.

2. Revisions

Consultant shall within 10 business days of receipt from County incorporate County comments and make all required revisions to draft deliverables and return the revised deliverables to County Project Manager, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by County.

D. PROJECT COOPERATION

1. Responsibility

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

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

2. Follow Up

If Consultant has followed the notification process described in section "2.a", and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the Statement of Work, Consultant will not be found in breach or default with respect to delinquencies beyond any reasonable control of Consultant; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall County be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. County's Project Manager will negotiate with Consultant in the best interest of the government, and may revise the delivery schedule to allow for delinquencies beyond any reasonable control of Consultant. Revised delivery dates beyond the expiration date require an amendment to the Contract.

E. TASKS, DELIVERABLES and SCHEDULE

1. Procedure.

Consultant shall complete all tasks and provide all deliverables included in this SOW, unless specifically stated otherwise in a particular task. Consultant shall provide all labor, equipment and materials to manage, coordinate, and complete the work in accordance with the performance and delivery schedules identified in this SOW.

2. Task Numbering: The Task numbering provided herein is not necessarily an indication of the timing of performance of any given Task. For any Task identified in this SOW, the County may request it to be performed in a non-sequential numbered manner. For example the County could request performance of Task 4 before Task 2. .

Task 1: Project Management and Coordination

During Phase I, the Consultant will function as one of the three (3) key team members on the Project Team, along with the County and the CM/GC. The County will lead the coordination of the Project Team. The CM/GC will provide services under the CM/GC contract with the County.

During Phase 1, the Consultant shall provide continuous Project management and oversight of the development of the design. . This Task includes work necessary to guide and direct Consultant's overall processes and their Project team. Consultant shall manage their own production efforts including contract administration, monitor progress, and direct their own quality control activities.

Consultant shall perform the following duties:

1. Prepare monthly progress reports that includes earned value;
 2. Prepare monthly billing invoices and supporting data;
 3. Provide day to day project management of Consultant's team;
 4. Manage Consultant's team process, budgets, and schedule;
 5. Advise the County regarding appropriate direction to the CM/GC
 6. Track project decisions using logs.
 7. Project Files
 8. Develop and submit a design quality control plan acceptable to the County.
 9. Perform quality assurance/quality control ("QA/QC") on all calculations, plans, specifications and other deliverables.
10. Consultant shall maintain Project Files so that they include the Contract and all Project test results, survey files, engineering computations, assumptions, working drawings, meeting minutes, correspondence, memos, transmittals, notes and other written materials generated in the course of performing the Services identified in this SOW for the Project.
11. Consultant's compiling of Project files shall be an ongoing task, commencing upon receipt of NTP from County, incorporating documents as they are generated, and continuing through completion of the Services.
12. Project files shall be available for review by County at the Consultant's office. Project files shall be submitted to County within 30 calendar days of request, or 30 days following completion and acceptance of the Services by County.
14. 13. The requirements under this Task are in addition to, and not in lieu of, any other document retention requirements of the Contract. Consultant shall keep written records of all design decisions.
15. The Consultant will develop a detailed Critical Path Method (CPM) schedule and monitor Project activities. The Consultant will develop updates to the CPM schedule when milestone dates change. All schedules will be submitted for the review by the PMT.

Deliverables and their associated delivery schedule in parentheses for this task includes, but not limited to the following:

1. Monthly progress reports that includes earned value. (Monthly)
2. Monthly billing invoices and supporting data. (Monthly)
3. CPM schedule and updates as necessary. (Monthly and at the request by County when milestone dates change)
4. Project Files (Within 30 calendar days of County request or 30 days following completion and acceptance of the Services by County.)
5. Design Quality Control Plan (Draft due prior to the "Scope and Project Understanding Workshop" is held; Final due prior to the "Design Construction Concepts Workshop" is held.)
6. Record of Design Decisions Log (Weekly)
7. Comment Resolution Logs (Weekly)

Task 2: Site Investigation

The Consultant shall perform site investigations to obtain general field measurements and data on existing conditions as required to execute this SOW. This includes confirmation of existing geometry and superstructure configuration. Consultant's investigative plan shall include an inspection and evaluation of structural components to determine structural repairs and

replacements. Observations shall be made in areas accessible on foot or through the use of a man-lift. If use of a man-lift is required for any investigations, County shall provide the man-lift and operators for Consultant's use. If required, County shall provide all TP&DT during site investigation work and shall remove and reinstall existing bird netting, if necessary.

Destructive and/or non-destructive sampling and inspection techniques may be allowed upon approval from the County. The Consultant shall not be responsible for conditions which are not obvious through usual and customary visual inspection as provided for herein. .

It is anticipated that the Consultant may want to use high precision survey techniques such as 3D laser scanning to investigate and inspect the condition of the bridge and its geometry.

Deliverables and their associated delivery schedule in parentheses for this task includes, but not limited to the following:

1. Field Inspection Plan that includes needed site investigations (Due at the "Scope and Project Understanding Workshop")
2. Sample test results (Due at the "Design Construction Concepts Workshop")
3. Survey results (Due at the "Design Construction Concepts Workshop")
4. Findings-to-Date Report (Due at the "Design Construction Concepts Workshop")
5. Final Site Investigation Report with Analysis and Recommendations (30% Design)

Task 3: Meetings

The PMT shall be composed of County, Consultant, and CM/GC management staff. All PMT meetings in general shall include the following deliverables and their schedule in parentheses by the Consultant:

1. Meeting Agenda (due one work day before meeting)
2. Meeting Minutes (Draft due five work days after meeting, Final due ten work days after meeting.)
3. A Summary of Issues Tracking and Resolution Logs (Each meeting)

The requiredPMT Meetings and their schedule in parentheses shall include, but not limited to the following:

- a. Partnering "Kick Off" Project Team Meeting. (1 week after CM/GC NTP)
 - i. This meeting, as developed by the Partnering Workshop facilitator, hired by the Consultant (as requested by the County) will establish draft goals and objectives for the Project. It is anticipated that this meeting will take a full work day.
- b. Scope and Understanding Project Team Meeting (The next day after the "Partnering 'Kick Off' Project Team Meeting."
 - i. This meeting is intended to continue discussions from the partnering kick-off meeting and provide a common understanding among key project team members of the existing Bridge conditions, Bridge needs, and the Scope of Work including its challenges and stakeholder expectations. All project team members will share views and discuss initial thoughts regarding concepts and options to advance the Project. It is anticipated that this meeting will take a full work day.
 - ii. Topics that will be discussed at this meeting includes, but not limited to the following:
 - (i) Field Inspection Plan.

- (ii) Required Permits List.
- c. Design and Construction Concepts PMT Workshop (6 weeks after CM/GC NTP)
 - i. This meeting is an in-depth follow-up from the previous meeting, intended to set the stage for design development, discuss and settle preferred options for design development and construction approach, means and methods, and establish the details of an effective collaborative team process to advance the Project. It is anticipated that this meeting will take a full work day.
 - ii. Topics that will be discussed at this meeting includes, but not limited to the following:
 - (i) Site Investigation Findings-to-Date Report
 - (ii) Permit Matrix
 - iii. Consultant deliverables include, but is not limited to the following:
 - (i) Design concepts
- d. 30% Design PMT Meeting (1 week after receipt of 30% Design Submittal)
 - i. This meeting is intended to be a review of the Consultant's 30% design and provide comments necessary for the Consultant to develop 60% design documents. In addition, this meeting will include a risk workshop with project team members identifying major risks, opportunities to avoid or mitigate the risks, and initial allocation of such risks. It is anticipated that this meeting will take a full work day.
 - ii. As part of the 30% Design PMT Meeting, the Consultant will lead the Risk Workshop.
 - iii. Topics that will be discussed at this meeting includes, but not limited to the following:
 - (i) Final Site Investigation Report with Recommendations
 - (ii) Permit Status Report
 - (iii) Comments to the review of the CM/GC's proposed construction concepts and options
 - (iv) Comments to the review of the County's concepts
 - (v) 30% Design submittal
- e. 60% Design PMT Meeting; Preliminary GMP; VE Items (1 week after receipt of 60% Design Submittal)
 - i. This meeting is intended to be a review of the Consultant's 60% design and provide comments necessary for the Consultant to develop 90% design documents. In addition, this meeting will include discussion regarding the CM/GC's Preliminary GMP including supporting Documents, value engineering opportunities, assumptions in pricing, and areas requiring clarification. It is anticipated that this meeting will take a full work day.
 - ii. Topics that will be discussed at this meeting includes, but not limited to the following:
 - (i) Permit Status Report
 - (ii) 60% Independent Cost Estimate (ICE)
 - (iii) 60% Design Submittal
- f. 90% Design Review PMT Meeting (1 week after receipt of 90% Design Submittal)

- i. This meeting is intended to be a review of the Consultant's 90% design and provide comments necessary for the Consultant to develop 100%, Issued-for-Construction design documents. It is anticipated that this meeting will take a full work day.
 - ii. Topics that will be discussed at this meeting includes, but not limited to the following:
 - (i) Permit Status Report
 - (ii) Comments on the CM/GC's preliminary report on the impacts mitigation of traffic, streetcar, and navigation.
 - (iii) Comments on the CM/GC's updated planned construction approach including means and methods.
 - (iv) CM/GC's 60% GMP cost estimate
 - (v) Value engineering list and assumptions
 - (vi) Comments on the stakeholder concerns
 - (vii) 90% Design Submittal
- g. 100% Design Review PMT Meeting (1 week after receipt of 100% IFC Design Submittal)
- i. This meeting is intended as a final design check and to hand-off to the CM/GC the 100%, Issued-for-Construction, design documents for bidding and final pricing by the CM/GC, and to affirm that GMP Supporting Documents and proposed Bid Items are acceptable to the County. It is anticipated that this meeting will take a full work day.
 - ii. Topics that will be discussed at this meeting includes, but not limited to the following:
 - (i) Completion of Permits
 - (ii) 100% ICE
 - (iii) 100% Design Submittal
- h. Negotiations and Final GMP Pricing (4 weeks after CM/GC Receipt of 100% IFC Design Submittal)
- i. This meeting includes all CM/GC and subcontractor efforts to price a Final GMP, discuss and review with the County, negotiate an acceptable GMP with the County, and execute a GMP Amendment. The duration is as required by the CM/GC to develop and negotiate a Final GMP that is acceptable to the County and execute a GMP Amendment.
 - ii. Topics that will be discussed at this meeting includes, but not limited to the following:
 - (i) Design addenda
 - (ii) Addenda to the 100% ICE
- i. Weekly PMT (Progress) Meetings (Weekly)
- i. Weekly PMT Meetings is intended to further facilitate timely input of constructability, schedule, risk mitigation, and construction cost considerations into the design development process. It is anticipated that each meeting will be

1-2 hours long. These meetings will be held on a weekly basis excluding weeks when meetings a through h are scheduled.

- j. Additional Cost Estimating Meetings (as needed)
 - i. The County may choose to authorize cost estimating services, in addition to those services required in c through h, relative to various options or considerations that arise during the design development process.

The Consultant shall arrange additional informal meetings with appropriate parties as needed to ensure effective, efficient identification and resolution of design issues.

The County, ODOT and FHWA reserve the right to initiate conferences within the scope of services with the Consultant to review the work in progress.

Exhibit K, Table of CM/GC Pre-Construction Services is used solely as a reference for illustrating key milestone meetings that the County, Consultant and the CM/GC will attend as a Project Management Team. Additionally, other jurisdictional representatives and stakeholders may attend these meetings. Consultant will prepare agendas and record minutes for all Project Management Team meetings. These meetings are referenced within Section 00141 of the ODOT CM/GC General Provisions, as modified by Multnomah County.

Task 4: Permits

Consultant shall be responsible for identifying all permits and obtaining all approvals required for Project work. Consultant to provide a matrix that identifies all necessary permits to construct the project. The matrix will identify who is responsible for obtaining each permit. Consultant shall make or cause to be made all required permit applications to the to all applicable regulatory agencies in the County's name. Consultant shall ensure all applications are processed and the appropriate permits are obtained by 90% Design to do the Project work. Consultant shall confirm permits that are not required and obtain a letter of concurrence from permitting public agencies by 90% Design. The Consultant duties include:

1. Acting as County's liaison to all regulatory agencies with authority to require permits, approvals, certifications, notifications, and reviews for the Project.
2. Scheduling, preparing for and attending pre-application meetings and review and conducting telephone conferences with permitting agencies to confirm permitting requirements and facilitate reviews. Consultant shall invite the County to all such meetings and provide the County with copies of the meeting minutes and telephone conversation records.
3. Identify the critical path for obtaining permits and establish a schedule to prioritize tasks in order to keep the Project on the critical path.
4. Identify required technical studies to support permit requests and to reduce duplication of effort.
5. Assembling pollution control and in-water work plans and other related plans for Project construction permits as required.
6. Providing consultation with agencies and obtain approvals as required.

Deliverables and their associated delivery schedule in parentheses for this task includes, but not limited to the following:

- a. Required Permits List (Due at the "Scope and Understanding Project Team Meeting")
- b. Permit Matrix (Due at the "Design Construction Concepts Workshop")
- c. CPM Permit Schedule (30%, 60% and 90% Designs)
- d. Permit Applications (in accordance to CPM Permit Schedule)

- e. Meeting minutes and telephone conversation records (As requested by the County or 30 days following completion and acceptance of the Services by County.)
- f. Permit Status Reports (30%, 60% and 90% Designs)
- g. Pollution Control and In-Water Work Plans for Project Construction Permits (as required)

Task 5: Biological Assessment

Consultant shall complete a BA to analyze and assess the impacts that the proposed project may have on federally listed threatened and endangered species, designated critical habitat, and/or recovery areas, in the vicinity of the Project area. The BA shall be prepared to fully meet the requirements of Section 7 of the Endangered Species Act (ESA).

The goal is to develop plans and specifications to avoid a determination of “may affect, likely to adversely affect”.

1. Field Reconnaissance: Consultant shall conduct a field reconnaissance to determine the existing habitat conditions near the Bridge. Consultant will characterize habitat at the site (including photographs) and assess how the Project may affect habitat for listed or proposed species.
2. Agency Coordination: Consultant shall meet with the **ODFW, NMFS, and/or USFWS** to discuss the Project, possible impacts, and mitigation measures. Other agency personnel shall be contacted as deemed necessary to gather information about distribution, migratory routes, and population densities.
3. Document Results: Consultant shall present the results of the above efforts in the BA, and submit the BA to obtain a BO by 90% Design. The BA shall contain a brief history of each affected species, the existing habitat conditions for that species, and a determination of the effect the Project could have on that listed species.

Proposed Species and Species of Concern Documentation: If a proposed species or listed species of concern is found in the Project area, the effects of the Project shall be documented in the BA. Although these species are not protected under the Endangered Species Act, if a species does become listed prior to the Project bid opening, an assessment of the project's effects to the species would be required before the Project could continue. Doing the assessment now will minimize a possible delay of the Project in the future.

Deliverables and their associated delivery schedule in parentheses for this task includes, but not limited to the following:

- a. Biological Assessment (BA) (Draft due 6 weeks after CM/GC NTP and Final due at 30% Design).

Task 6: Historic Resource Compliance

The Bridge is on the National Register of Historic Places. Since this is a Federal Aid Project, all proposed changes to the Bridge must be reviewed and approved by ODOT and the State Historic Preservation Office (SHPO) by 90% Design. Consultant shall research requirements under all applicable Federal, State and local historical preservation codes and regulations to assess whether the Project will have any compliance obligations under said codes and regulations and prepare a report to County explaining its findings. Consultant shall then assist County staff in preparing a “historic impact technical memorandum” describing changes under consideration and potential impact to the historical nature of the structure.

County and Consultant shall coordinate closely with ODOT, SHPO, and the National Advisory Council on Historic Preservation and develop documents required by Section 106 of the National Historic Preservation Act.

Consultant shall develop programmatic 4(f) documentation and prepare a MOA. County and Consultant shall coordinate closely with ODOT in preparing this documentation. Consultant may assume that the maximum time necessary for FHWA to review and concur with the programmatic 4(f) documentation is 45 calendar days.

Deliverables and their associated delivery schedule in parentheses for this task includes, but not limited to the following:

1. Historic Impact Technical Memorandum (Draft due 6 weeks after CM/GC NTP and Final due at 30% Design)
2. Programmatic 4(f) Documentation (Draft due 6 weeks after CM/GC NTP and Final due at 30% Design)
3. MOA (Draft due 6 weeks after CM/GC NTP and Final due at 30% Design)

Task 7: Public Involvement

As directed by the County, Consultant shall assist the County in developing communication strategies with the public and external agencies. This Task 7 includes the following:

1. Assist the County Communications Office to develop media and public outreach strategy for the Project's Design Phase.
2. Assist the County Communications Office to develop public information plan and protocols for implementation for the Construction Phase.
3. Advise the County on DBE Communication such as, but not limited to outreach, solicitations of interest and project information.
4. Review and provide comment on materials for meetings, website, and news media interaction, in writing if requested by the County.
5. Assist the County to develop and conduct targeted stakeholder outreach.
6. Review project history of stakeholder input, issues, and perform research to include in overall communications strategy.
7. As requested by the County Consultant to contact and interview stakeholders and summarize results in writing to identify outstanding issues related to design and construction impacts.
8. Lead preparation of summary of completed public outreach during Design Phase.
9. County may ask the Consultant to lead preparation of public meeting summaries, project fact sheets and website content as directed.

Deliverables and their associated delivery schedule in parentheses for this task includes, but not limited to the following:

- a. Comments on materials for meetings, website, and news media interaction (Weekly or as requested)
- b. Outstanding Stakeholder Issues Tracking Log (Weekly or as requested)
- c. Summary of completed public outreach (as requested)
- d. Public meeting summaries, Project fact sheets and website content (as requested).

Task 8: Traffic Analysis

The Consultant shall conduct a traffic analysis and submit a technical memorandum summarizing the methodology and results of the traffic analysis. The traffic analysis shall consist of the following steps:

1. Attend meetings with the City of Portland and County staff.
2. Recommend preliminary AM and PM peak period signal timing modifications (Including offsets and splits) for up to 30 east and west approach intersections based on analysis of existing available data. City of Portland shall provide available traffic counts and signal timing data.
3. Collect peak hour intersection traffic counts at the study intersections.
4. Use Synchro to analyze traffic operations at critical intersections and identify potential refinements such as signal timing changes needed during critical stages of construction focusing on east and west approaches.
5. Coordinate with other public agencies and perform analysis and field evaluation of the potential traffic circulation impacts at key intersections and Bridge to support the development of the traffic control plan.
6. Perform field evaluation required to finalize the signal timing recommendations.
7. Make recommendations for required traffic mitigation measures.

Consultant shall prepare a traffic control plan to control all modes of roadway and sidewalk traffic during construction phases of the Project. Consultant shall consider partial closure of the Bridge during construction.

Consultant shall develop plan sheets illustrating and describing the required elements of the traffic control plan to protect, control, and direct Bridge pedestrian, bicycle, and motor vehicle users during each phase of Project construction. Plans shall include traffic control during all construction activities, work stages and temporary signalization, traffic control device details, pavement marking and alternate route signing.

Deliverables and their associated delivery schedule in parentheses for this task includes, but not limited to the following:

- a. Traffic Analysis Technical Memorandum (Draft due 6 weeks after CM/GC NTP and Final due at 90% Design)
- b. Traffic Control Plans (30%, 60%, 90% and 100% Design)

Task 9: Risk Workshop

- a. Background and Purpose:

Major public works projects are increasingly being implemented using a *risk management* approach. The risk management approach to project development evolved in response to cost overruns and schedule delays on several major public works projects. In this approach, events and other uncertain factors that may influence the implementation of a project are identified and evaluated through a rigorous process. The impacts of the risks presented by project uncertainties are quantified and strategies are developed to mitigate the cost and schedule impacts of project risks. Risk Assessment; which includes risk identification, quantification, and identification of mitigation strategies; is the initial step in the risk management process for major capital projects. A full risk assessment addresses factors that may impact both the schedule and the cost of a project and the potential impacts of schedule delays on project cost are explicitly analyzed.

The Consultant shall conduct a streamlined risk assessment process for the Project to establish the probable range of project costs and the probable range of project completion dates. The risk assessment will provide a systematic evaluation of events and other factors that potentially could affect the schedule and cost of the Project. The results of the study will identify a range of possible project completion dates and project costs recognizing the current status of project development and the risks that could affect the project as it progresses through design and construction. The study also will identify the individual risk events and factors that are likely to

have the greatest impact on project costs and schedule. By focusing management attention on the most important risks, the impact of these risks can be managed, thereby limiting the potential for unanticipated cost increases during project implementation. Mitigation strategies that can guide future efforts to manage the project schedule and control costs also will be identified.

b. Risk Assessment Process

The risk assessment process includes the following major activities:

- i. Review and assessment of project information regarding scope, schedule and cost
- ii. Identification and isolation of explicit and embedded schedule and cost contingencies
- iii. Assessment of construction market conditions, including escalation and pricing risks
- iv. Event risk identification and quantification (probability of occurrence and range of schedule and/or cost impacts)
- v. Modeling of risk impacts to the project schedule
- vi. Modeling of risk impacts to project cost
- vii. Prioritization of risks for mitigation
- viii. Identification of initial risk mitigation strategies
- ix. Documentation

The Consultant will conduct the Risk Workshop. The workshop will be attended by experts with knowledge of the scope and proposed design of the Project and its components, professionals with experience in construction of major public works projects in the project area, professionals with knowledge of the environmental conditions and potential risks in the project area, cost estimating professionals and scheduling experts as recommended by the Consultant and approved by the County. Who are the experts, what are their qualifications? The workshop will include the following major components:

1. Scope review - including identification of any uncertainties related to scope or the design standards and requirements that will apply to the Project.
2. Schedule review - including discussion of the key assumptions used in developing the schedule and key constraints or other requirements that could impact the schedule. Establish baseline schedule without contingencies.
3. Cost estimate review - including discussion of the level of estimate detail, review of major lump sum amounts, isolation of contingencies, review of schedule assumptions and escalation rates used in the estimate, etc. Establish baseline schedule without contingencies and escalation.
4. Review of Project site Streetcar, environmental and other conditions.
5. Review of regulatory permits and other requirements.
6. Risk identification and characterization process
 - a. Scope Risks
 - b. Site Risks
 - c. Process Risks
 - d. Estimate Risks
 - i. Pricing
 - ii. Escalation
 - iii. Quantities
 - iv. Other
 - e. Event Risks
 - i. Site-related
 - ii. Regulatory
 - iii. Design process and design requirements
 - iv. Funding and financial
 - v. Construction

- vi. Force majeure
- vii. 3rd Party
- B. Risk prioritization (identification of critical risks)
- C. Identification of risk mitigation strategies

Using the baseline schedule, the consulting team will develop a schedule risk model using @Risk for MS Project to conduct a Monte Carlo analysis of the combined impact of the identified schedule risks. The consulting team will then develop a cost risk model using @Risk for Excel to assess the combined impact of the cost risks, including the identified range of potential project schedule characteristics, on the range of potential project costs. Preliminary results of the analysis of the potential range of cost and schedule impacts of the identified risks would be available within five working days of the completion of the workshop.

Deliverables and their associated delivery schedule in parentheses for this task includes, but not limited to the following:

1. Risk Workshop Agenda (30% Design)
2. Risk Assessment Study (Draft at 60% Design and Final at 90% Design)
3. Schedule Risk Model (Draft at 60% Design and Final at 90% Design)

Task 10: Value Engineering / Constructability

Review CM/GC technical reports, drawings, calculations, and specifications for multiple disciplines including but not limited to: structural, electrical, traffic, and mechanical. The Consultant will review and comment on CM/GC's value engineering and construction approach and concepts.

Deliverables and their associated delivery schedule in parentheses for this task includes, but not limited to the following:

1. Comments to CM/GC Project Construction schedules (90% Design)
2. Comments to CM/GC proposed impacts mitigation of traffic, streetcar, and navigation (90% Design)
3. Comments to CM/GC proposed Construction approach, options and concepts (30% and 90% Design)
4. Comments to CM/GC proposed risks mitigations.(90% Design)
5. Comments to CM/GC proposed VE concepts, VE pricing, and VE lists. (as requested)
6. Comments to CM/GC Project budget and CM/GC pricing (90% Design)

Task 11: Cost Estimates

Consultant shall calculate a 30% Engineer's estimate and quantities.

Consultant shall calculate and revise quantities and prepare an updated construction independent cost estimate at 60% and 100% design to compare with the CM/GC's 60% and 100% GMP. An addenda ICE will be prepared during negotiations at the request of the County. Consultant shall prepare electronic cost data records. Project cost estimates shall be calculated using the Project's bid item list. The Consultant's review of the CM/GC's 60% and 100% GMP cost estimates and assumptions provides an independent comparison between the development of the reviewed documents and stated goals of the project.

The Consultant, as directed by the County shall review the CM/GC's 60% and 100% GMP engineer's estimates and assumptions involving quantities and assigned costs and be able to advise the County of adequacy of said estimates.

In providing cost estimates for use by the County in its review of the CM/GC's preliminary and final GMP proposals, Consultant shall work with the County and CM/GC to establish one set of Bid Items that represent the complete scope of construction work for the Project. Cost estimating shall be rolled-up into the Bid Items. Project Bid Items shall be prepared by the CM/GC and submit along with their CM/GC 60% and 100% GMP engineer's estimates and assumptions. The County and the Consultant shall agree whether to price each Bid Item as fixed cost lump sum, fixed unit cost with quantity, or actual cost reimbursable basis. The CM/GC shall develop these Bid Item Lists in conformance with ODOT procedures for cost estimating. The Consultant, County and CM/GC shall meet as necessary and agree upon the scope of work to be included in each Bid Item. In addition, Consultant's GMP cost estimates shall be developed in a manner similar to how a construction contractor would take-off the design documents, estimate, and bid a Project of similar scope.

Deliverables and their associated delivery schedule in parentheses for this task includes, but not limited to the following:

1. 30% Engineer's Estimate and quantities (30% Design)
2. 60% ICE (60% Design)
3. Comments on 60% GMP, VE List; Assumptions, List of Bid Items, & Quantities (90% Design)
4. 100% ICE (100% Design)
5. Addenda ICE (4 weeks after CM/GC Receipt of 100% IFC Design Submittal)

Task 12: Design Plans and Specifications

The Consultant shall advance the design for the Project from the Preliminary Engineering to Final Contract Plans. The Consultant shall prepare and submit design submittals for review at the Preliminary (30% complete), Interim (60% complete), Advance (90% complete), and Final (100% complete) Issue-for-Construction (IFC). The Consultant shall submit calculations at the Advance (90% complete). Each design submittal shall be submitted to the County, ODOT and CM/GC for review and comment in accordance with the Project schedule.

Consultant will develop Early Work Packages as necessary and requested by the County.

ODOT shall designate the basic premises and criteria for design of state highways. The County shall designate the basic premises and criteria for roadway sections. The design will utilize the most recent ODOT design standards and Standard Drawings. All specifications for the Project must be in compliance with the Oregon Standard Specifications for Highway Construction, ODOT CM/GC General Provisions, as modified by Multnomah County and modified by the Special Provisions as necessary.

Consultant shall prepare Construction Plans and Specifications in conformance with standard practices of ODOT for plans prepared by ODOT staff. Procedures must be consistent with the provisions of the current editions of the various manuals pertaining to design, which are published or endorsed by ODOT and FHWA. Consultant shall make such minor changes, modifications, or revisions in the details of the work as may be required by the County and ODOT consistent with the progression of the development of the work as defined in the detailed project schedule submitted by the CM/GC. When alternatives are considered, the Project Management Team (Consultant, County and CM/GC) will have the right of selections.

All the following items will be included in the design up to 60% Design. The County, at its discretion may authorize the consultant to proceed beyond 60% with a Notice to Proceed (NTP). NTP will be given once County has reviewed budget, schedule and constructability of these items. At the County's discretion, the Consultant will continue to proceed and incorporate into

the design of some or all of the following listed items. For any items that the Consultant is not given NTP, the Consultant is to complete any outstanding issues with the 60% design of the items and submit as a complete 60% design package at 90% design.

1. Replace Machinery Brakes, add new Motor Brakes
 - a. Provide analysis of braking power needed to stop and hold the bridge in any position and under predicted circumstances.
 - b. Develop layout for new motor and machinery brakes.
 - c. Select appropriate “off the shelf” brakes or design new brakes as required.
2. Replace Equalizers
 - a. Analyze loading and differential movement required/allowable at the west and east machinery sets interface between the north and south span drive machinery.
 - b. Develop new equalizer design that can be integrated into existing span drive machinery to accommodate the loading and movement developed in part 1 of this subtask “Replace Equalizers”.

Preliminary (30% complete) Design

Consultant shall develop the plans and specifications to approximately the 30% complete stage.

This design package, which includes a Design Narrative, is a critical point of decision-making that establishes the geometric boundaries of the Project footprint, and for the concurrent permitting and construction contract document activities to move forward. Design Narrative provides for environmental requirements and subsequently how they affect permitting and the development of construction contract documents.

Design acceptance requires that all project disciplines have reviewed the design for balance of context with standards and policies. The time leading up to the 30% completion of plans is the primary opportunity for both technical and non-technical stakeholders (internal and external) to review and weigh in on design elements according to their specific interests.

This Project will have significant impacts to the Portland Streetcar operations across the bridge. Consultant will work with the County and the CM/GC to evaluate different possible design configurations that may be used during the construction phase and their impact on the streetcar operations, project schedule and cost. Consultant will develop a table of options which presents the results of this analysis for the PMT to consider, which will be included within the Design Narrative.

During the design acceptance phase, the project team:

1. Explains issues related to project design.
2. Evaluate streetcar impact
3. Describes conceptual designs for design elements.
4. Identifies impacts of the design elements.
5. Identifies issues requiring further study.
6. Recommend a design for advancement.

The Consultant shall summarize all findings and recommend a design for advancement in a formal Design Narrative.

Deliverables for the Preliminary (30% complete) Design includes, but not limited to the following:

1. 30% Drawings
2. Preliminary Design Narrative

Deliverables are due 1 week prior to the 30% Design Review Meeting.

Interim (60% Complete) Design

Consultant shall develop the plans and specifications to approximately the 60% complete stage incorporating comments from the 30% design review.

Deliverables for the Interim (60% complete) Design includes, but not limited to the following:

1. Interim Design Narrative
2. 60% Drawings
3. Outline Specifications
4. 60% Design for replace machinery brakes, add new motor brakes, and replace equalizers.

Deliverables are due 1 week prior to the 60% Design Review Meeting.

Advance (90% Complete) Design

The Consultant shall perform tasks involved in detailing and producing the plans and specifications for the Project. Consultant shall develop drawings and specifications addressing comments from the 60% design review. The Consultant shall perform quality assurance and in-house design checks. Consultant shall produce redline markups of ODOT's standard special provisions.

Deliverables for the Advance (90% complete) Design includes, but not limited to the following:

1. Final Design Narrative
2. 90% Drawings
3. Draft Specifications including redline markups of ODOT's standard special provisions.
4. 90% Design Calculations
5. Quality assurance and in-house design checks
6. Complete 60% design package that may include all or parts of the design of replacing machinery brakes, add new motor brakes, and replace equalizers that will not be part of the final Final (100% complete) IFC Design as directed by the County.

Deliverables are due 1 week prior to the 90% Design Review Meeting.

Final (100% Complete) IFC Design

The Consultant shall develop the plans and specifications addressing comments from the 90% design review.

Deliverables for the Final (100% complete) IFC Design includes, but not limited to the following:

1. Issue-For-Construction (IFC) Plans
2. Issue-For-Construction (IFC) Specifications

Deliverables are due 1 week prior to the 100% Design Review Meeting.

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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 used by firms that do not have an audited, approved overhead rate. NBRs are inclusive of direct salary, indirect expenses and profit.

NTE - Not to Exceed Amount

T&M - Time and Materials

A. METHOD of COMPENSATION

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

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

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

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

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

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

The dollar amount for T&M Services is: \$

B. PAYMENT OPTIONS

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

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

C. TRAVEL

[Leave this travel section in the contract, even for fixed price contracts where travel is not separately reimbursed. Consultant's estimated costs, regardless of the method of compensation, must be based on allowable costs and travel rates referenced in these provisions.]

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

- The travel, lodging, and per diem rates referenced in this Section C are the maximums that Consultant's estimate (or reimbursement, if applicable) may be based on. Travel rates other than those referenced in this Section C may be negotiated in the Contract, however, under no circumstance shall travel, lodging and per diem rates exceed the maximums set forth by the State Controller at <http://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf>.
- Mileage - For compensation based on Cost-Plus-Fixed-Fee or Time and Materials (or Fixed Price or Price Per Unit when travel reimbursement is approved and mileage is compensated separately), all mileage approved by County will be reimbursed according to the rates set forth by the State Controller at <http://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf> that are in effect on the date when the travel occurs.
- For compensation based on Cost-Plus-Fixed-Fee or Time and Materials, Consultant shall submit receipts for travel-related expenses billed to County, such as but not limited to, lodging, rental vehicles, and air fare. If lodging is shared by two or more travelers, the lodging receipt must indicate the names of any travelers on official State business who shared the room.

D. INVOICES

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

- The County's Contract number
- The County'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.

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 direct non-labor expenses for which Consultant seeks reimbursement, including a breakdown by task of the number of labor hours for each employee, employee names and classifications. Include copies of all invoices, similarly detailed, from authorized subconsultants.
- County will reimburse Consultant for approved travel expenses incurred in accordance with **Exhibit B**, Section C of the Contract, if County has agreed to reimburse Consultant for travel expenses.

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

E. PAYMENT TERMS

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

F. CORRECTIVE WORK

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

G. WITHHOLDING/RETAINAGE

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

H. PAYMENT REDUCTION

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

I. SPECIFIC LIMITATIONS and UNALLOWABLE CHARGES

Specific Limitations

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

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

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

Unallowable Charges

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

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

- Costs for negotiation of the Contract or Contract amendments, including but not limited to proposal preparation, BOC preparation, preparation for negotiations, and negotiation of level of effort/budget.
- Costs related to disputes or E&O Claims, including but not limited to discussions, meetings and preparation of any dispute or claim related documentation.
- Mark-up on subcontractors or direct non-labor costs.
- Transfer of knowledge and information related to Key Person replacements.
- Correcting or making adjustments to incorrect or improper invoices.
- Direct compensation for items included in firm's indirect costs (unless properly credited back to indirect cost).
- Premium costs incurred as a result of working overtime or holidays. (Premium time should normally be charged to overhead. Employees shall be paid at not less than time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded from receiving overtime under personal services contracts pursuant to ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209.)

J. INDIRECT COSTS; SALARY and BILLING RATE SCHEDULES

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

[Overhead schedules are maintained in procurement file but not included in 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: <http://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx#Resources> (under "Related Policies"). Consultant shall use the [Overhead Schedule](http://www.oregon.gov/ODOT/CS/OPO/Pages/AE.aspx#Forms) available on line at the following Internet site: <http://www.oregon.gov/ODOT/CS/OPO/Pages/AE.aspx#Forms>. Consultant Certification of compliance with Federal Cost Principles is required per FHWA directive 4470.1a:

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

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

3. Salary and Billing Rate Schedules

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

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

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

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

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

[Insert or attach approved/negotiated billing rate schedules.]

K. RATE REVISIONS

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

L. BREAKDOWN OF COSTS (BOC) [A BOC is required from Consultant for negotiations for all contracts (and amendments that add funds), regardless of whether the contract is T&M, CPFF, or Fixed Price/Lump Sum.]

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

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

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

The final BOC agreed to by the Parties is incorporated by this reference. [This applies to T&M and CPFF contracts only. Delete this sentence if fixed price (BOC is maintained in file, but is not part of contract for fixed price). For T&M or CPFF contracts insert BOC here or attach to contract.]

EXHIBIT C - INSURANCE

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

1. **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (Consultants with one or more employees, unless exempt under ORS 656.027).
2. **Required by County** **Not required by County.**
Professional Liability insurance with a per claim, incident or occurrence limit, or the equivalent, of not less than \$1,000,000, or \$2,000,000. Any annual aggregate limits must not be less than \$1,000,000, or \$5,000,000. 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 for the foregoing extended period beyond Contract termination.
3. **Required by County** **Not required by County.**
Commercial General Liability insurance with a per occurrence limit, or the equivalent, of not less than \$1,000,000 covering "bodily injury" and "property damage." Any annual aggregate limits shall not be less than \$2,000,000.
4. **Required by County** **Not required by County.**
Automobile Liability insurance covering Consultant's business-related automobile use, with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for "bodily injury" and "property damage," including coverage for all owned, non-owned, rented or hired vehicles.
5. **Notice of change or cancellation.** There shall be no cancellation, material change (one that would adversely impact the protection of County provided through the insurance coverages required in this **Exhibit C**), reduction of limits or intent not to renew the insurance coverage(s) without 30 calendar days prior written notice from Consultant or its insurer(s) to County. **All policies and certificates of insurance, including Workers' Compensation, must include a notice of cancellation or nonrenewal clause as required under ORS 742.700 to 742.710.**
6. **Certificates of Insurance.** As evidence of the insurance coverages required by this Contract, Consultant shall furnish acceptable insurance certificates to County prior to Contract execution. Throughout the life of this Contract, Consultant shall submit updated certificates of insurance prior to the policy expiration date(s) indicated for the required coverages. If requested by County, Consultant shall either: a) provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County; or b) make such insurance policies, endorsements, self-insurance documents and related insurance documents available for inspection by County's representatives at a location in the State of Oregon that is reasonably convenient for County's representatives responsible for verification of the insurance coverages required under the Contract.
7. **Additional Insureds.** Insurance certificates for Automobile and Commercial General Liability must include an endorsement physically attached to the certificate specifying the County, the State of Oregon, the OTC, the Oregon Department of Transportation, and their respective officers, members, agents and employees as Additional Insureds and must expressly provide that the interest of the Additional Insureds shall not be affected by Consultant's breach of policy provisions.
8. **Subcontractors.** Consultant shall: (i) obtain proof of the above insurance coverages, as applicable, from any subcontractor providing Services related to this Contract, or (ii) include subcontractors within Consultant's coverage for the duration of the subcontractor's Services related to this Contract.

EXHIBIT D - TITLE VI NON-DISCRIMINATION PROVISIONS

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

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

All contracts with FHWA funding must include one of the following DBE Exhibits as applicable and delete the other:

“Exhibit E” – Applicable if DBE Goal for this procurement is greater than 0.

EXHIBIT E - DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROVISIONS (Goal)

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

“Consultant” and “Contractor” are hereinafter referred to as “Contractor”. See sections d and i for specific documentation and reporting requirements of Contractor.

- a. **Policy and Program Authorities:** ODOT and Contractor agree to abide by and take all necessary and reasonable steps to comply with these DBE Provisions and the following, which are incorporated in this Contract with the same force and effect as though fully set forth in this Contract:
 - o [ODOT DBE Policy Statement](#)
 - o [ODOT DBE Program Plan](#), and
 - o Requirements of [Title 49, Code of Federal Regulations, Part 26](#) - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

ODOT’s DBE Program authorities are set forth in the ODOT DBE Program Plan.

- b. **DBE Goals:** ODOT’s overall goal for DBE participation is 16.95% for FHWA funded contracting and 2% for FTA funded contracting. For FHWA funded contracting, ODOT may assign DBE Contract goals to increase participation by substantially underutilized DBE groups pursuant to [ODOT’s August 20, 2012 USDOT-approved waiver](#). Under the waiver, all DBEs, except Asian Pacific American-owned DBEs, are eligible for use to meet an assigned DBE Contract goal on A&E and Related Services Contracts. However, all DBE utilization, including Asian Pacific American-owned DBE utilization, may be credited toward meeting ODOT’s overall goal in accordance with [49CFR § 26.55](#).

- A separate DBE Contract goal, as set forth on page 1 of the Contract, has been assigned for this procurement.

- c. **Nondiscrimination Requirement:** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of [49 CFR Part 26](#) in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see [49 CFR § 26.13\(b\)](#)).
- d. **Documentation of Proposed Participation:** Contractor shall document sufficient DBE participation to meet an assigned Contract goal or, alternatively, document adequate good faith efforts to do so (see [49 CFR § 26.53](#)). All work committed to a DBE firm toward meeting the assigned participation goal must be performed under a written subcontract. The subcontract must fully describe any work committed to be performed by the DBE and shall include all required flow-down provisions of the primary Contract. Contractor must complete and submit the following documentation, as applicable:

1. [Subcontractor Solicitation and Utilization Report \(SSUR\)](#) - submitted with proposal in response to formal and informal Requests for Proposals (RFPs).
 2. **Breakdown of Costs (BOC) or (BOC-NBR), as applicable** - submitted prior to negotiation and execution of the Contract and each amendment that changes the scope of work and costs under the Contract. The BOC forms and BOC Requirements are available from the Internet at: <http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Forms>. The BOC must clearly list any tasks or subtasks to be performed by subcontractors (DBEs and non-DBEs), each subcontractor's Federal Tax ID and identification of any required personnel. Include in the Expense Detail tab any required equipment and supplies furnished by the DBE, any of the prime contractor's resources that will be provided for the DBE's use, and identification of any second or lower tier subcontractors with the dollar amounts for each.
 3. **Committed DBE Breakdown and Certification form(s)** [printed from [BOC](#) or [BOC-NBR](#) forms or in other format as may be required by ODOT]- Required for all Contracts with assigned goals and completed prior to Contract execution and any proposed substitution.
- e. **Good Faith Efforts:** Contractor shall make good faith efforts, as set forth in [49 CFR § 26.53](#), [Appendix A to Part 26](#), and [ODOT DBE Program Plan](#), to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the Contract goal. Good faith efforts are required during solicitation, upon Contract award, and continue throughout the performance of the Contract to maximize DBE participation. The ODOT (or local agency when applicable) Project Manager may request Contractor to submit evidence of good faith efforts prior to Contract execution or at any time during the course of the Contract and Contractor shall promptly submit such evidence.
- f. **Commercially Useful Function (CUF):** Contractor is responsible to ensure the DBE performs a commercially useful function on the Contract. A DBE performs a CUF when it is responsible for execution of the work of the Contract/subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Additional detail regarding CUF requirements and other conditions for counting participation by DBE contractors is set forth in [49 CFR § 26.55](#). The County Project Manager will review the proposed DBE participation and may provide written comments as to whether the activities and type of work identified for DBEs complies with program regulations. In those instances where proposed activity and type of work violates applicable regulations, written comments will be offered as to corrective action required in order to comply with the regulations. ODOT may perform a CUF review at any time during the performance of the Contract.
- g. **Changes in Work Committed to DBE:** ODOT will consider the impact on DBE participation in instances where the prime Contract is amended to reduce, or delete work committed to the DBE. In such instances, Contractor shall not be required to replace the work but is encouraged to do so to the maximum extent practicable.
- h. **Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance under its contract no later than 10 calendar days from receipt of each payment Contractor receives from ODOT (or local agency when applicable) for the subcontracted work. In addition, within 10 calendar days of receipt of retainage from ODOT (or local agency when applicable), Contractor shall pay to each subcontractor the retainage that pertains to the work of that subcontractor.
- i. **Reporting Requirements:** Contractor shall report all subcontractor utilization (including any DBE participation obtained through race-neutral means) throughout the period of performance. Contractor shall submit with its monthly invoice a completed "[Summary Report of Subcontractor's Paid](#)" (form 734-2722) to the County Project Manager the month following each month payment was made to a subcontractor or supplier.
- j. **Termination of DBE Notification Requirement:** Contractor shall comply with all requirements set forth in [49 CFR § 26.53](#) regarding termination of DBEs including, without limitation, documentation of good cause, 5-day notice to the DBE subcontractor and ODOT, DBE responses, ODOT's approval of DBE termination, and replacement of DBEs.

- k. **Remedies:** Contractor’s failure to comply with these DBE Provisions and the requirements of [49 CFR Part 26](#) may result in one or more of the following administrative actions as deemed appropriate by ODOT: non-compliance documented in ODOT evaluation of Contractor performance, a corrective action plan prepared by Contractor, ODOT (or local agency when applicable) withholding of retainage, suspension of work, reporting of non-compliance to the Federal System for Award Management (SAM) available at <http://sam.gov>, any other remedies provided under the Contract.
- l. **Information/Questions:** The DBE program is administered by the ODOT Office of Civil Rights (OCR). Questions related to the DBE Program may be sent via email to ocrinforequest@odot.state.or.us or otherwise directed to: Oregon Department of Transportation Office of Civil Rights 355 Capitol Street NE, Room 504 Salem, OR 97301-3871 Phone: 503-986-4350 Fax: 503-986-6382
- m. **Directory of Certified Firms:** A searchable database for active certified firms (by NAICS code, NIGP code, ODOT code, certification type, location or project ethnicity goals) is available on line at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>

Related Web Sites:

All forms, documents and CFR citations referenced or linked in these DBE Provisions are available on line at:

- o **Forms:** http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/forms.aspx#dbe_form
- o **Documents:** <http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/forms.aspx> **49 CFR Part 26:** <http://www.gpo.gov/fdsys/pkg/CFR-2011-title49-vol1/xml/CFR-2011-title49-vol1-part26.xml>

Acronyms & Definitions Applicable to Exhibit E

BOC	Breakdown of Costs
BOC-NBR	Breakdown of Costs for Negotiated Billing Rates
CFR	Code of Federal Regulations
CUF	Commercially useful function
DBE	Disadvantaged Business Enterprise
OCR	ODOT Office of Civil Rights
ODOT	Oregon Dept. of Transportation
RFP	Request for Proposals
SSUR	Subcontractor Solicitation and Utilization Report
USDOT	United States Department of Transportation

COMMITTED DBE BREAKDOWN and CERTIFICATION FORM(S)

[This section is required if DBE Goal is above zero; otherwise delete if not applicable.]

- Include the above heading,
- Consultant prints Committed DBE form from the **final BOC or BOC-NBR** (see instructions tab of BOC);
- Consultant signs and obtains DBE signature (a separate form is required for each DBE sub) and emails PDF of signed form(s) to Purchasing & Contract Specialist (PCS);
- PCS places form(s) in OCR folder, sends notice to OCR, and Includes the language below to incorporate the signed forms.

The signed Committed DBE Breakdown and Certification Form(s) is not physically attached but incorporated into this Contract by this reference with the same force and effect as though fully set forth

herein. A copy of the signed Committed DBE Breakdown and Certification Form(s) has been provided to the ODOT Office of Civil Rights (for tracking purposes) prior to Contract execution.

EXHIBIT F - SPECIAL TERMS & CONDITIONS

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

[Use this Exhibit to include any special provisions or requirements of the County, provided the special provisions are not in conflict with Federal regs, FHWA policy or directive, or State laws. **Submit any special provisions to OPO for a one-time approval before using.**

- No requirements regarding utilization of MWESB firms or local firms is allowed per FHWA.
- Citations from ORS 279B are not applicable and may not be included
- Citations related to overtime pay are not applicable to consultants (overtime should be charged to overhead).

If no provisions are included in this exhibit, change it to “EXHBIT F - Reserved”]

[Exhibits G &H are reserved as a placeholder that may be used by County for any additional attachments applicable to a specific project.]

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/CS/OPO/pages/AE.aspx#Contract_Docs (under “Price Agreement & Contract Exhibits”)

EXHIBIT J - CONTACT INFORMATION and KEY PERSONS

1. Party Contact Information.

a.1 * County's Project Manager

Name:	
Ph:	
E-mail:	

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

Name:	[If County's Contract Administrator is other than County Project Manager, then fill in this table - otherwise, delete this section a.2.]
Ph:	
E-mail:	

a.3 County'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:	

* County may change the Contract Administrator or Project Manager designation by promptly sending written notice (e-mail acceptable) to Consultant, with a copy to ODOT Procurement Office.

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

[The following sections 2 through 5 are optional. Delete if not applicable.]

2. Key Persons

Consultant acknowledges and agrees that County selected Consultant, and is entering into the Contract because of the special qualifications of Consultant's key personnel ("Key Persons" or "Key Personnel"),

which may include specific staff agreed to during Contract negotiations. In particular, County, through the Contract is engaging the expertise, experience, judgment and personal attention of the Key Persons identified in the Contract.

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

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

Name	Role

3. Reassignment or Transfer of Key Person

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

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

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

EXHIBIT K – Table of CM/GC Pre-Construction Services

Task No.	Milestone Date for PMT Meeting	Purpose	Deliverables for the PMT Meeting	Agenda Items and Deliverables													
				Design Status and Review Comments	Site Investigations	Permits Status Schedule	Overall Schedule Status	Impacts Mitigation	Construction Approach Means and Methods	Contracting Plan	Diversity Plan	Sustainable Practices Plan	Risk Mitigation	Cost	Stakeholder Concerns	Issues Tracking and Resolution Log	Goals and Objectives
				PMT Lead	AE	AE	AE	CMGC	CMGC	CMGC	CMGC	CMGC	CMGC	CMGC	CMGC	Agency	Agency
1	1 week after NTP: Day 1	Partnering; Kick-off meeting															Establish Draft
2	1 week after NTP: Day 2	Scope and Project Understanding Workshop		Agency Process; Available info/studies	Needed Site Investigations	List of req'd permits	CMGC Proposal Schedule	Potential Impacts (traffic, streetcar, navigation)	CMGC Proposal Concepts; Options	CMGC Proposal Contracting Plan	Objectives	Objectives; Outreach	CMGC Proposal Risks Mitigations	Project Budget; CMGC Pricing	Known Concerns	Process	Refine; Final
3	6 weeks after NTP	Design Construction Concepts Workshop	AE	Design Concepts	Findings-to-date	Permit matrix											
			CMGC					Construction Concepts									
			Agency	Agency Concepts	As-builts			Agency Concepts						Review	Review		
4	1 week after Receipt of 30% Design Submittal	30% Design Review	AE	30% Design	Final Reports	Status			Comments				Risk Workshop				
			CMGC	Comments				Comments									
			Agency	Comments				Comments	Comments	Comments				Review	Review		
5	1 week after Receipt of 60% Design Submittal	60% Design Review	AE	60% Design		Status							60% ICE				
			CMGC	Comments			Prelim Schedule	Prelim	Update Planned Approach	Prelim	Prelim	Prelim	Prelim	60% GMP; VE List; Assumptions			
			Agency	Comments											Confirm Addressed	Review	Check-in
6	1 week after Receipt of 90% Design Submittal	90% Design Review	AE	90% Design		Status		Comments	Comments				Comments	Comments			
			CMGC	Comments					Revisions					Bid Items	Comments		
			Agency	Comments			Comments	Comments	Comments	Comments	Comments	Comments	Comments	Comments	Review	Review	
7	1 week after Receipt of 100% IFC Design Submittal	100% Design Review	AE	100% IFC; Design Permitted		All in-hand							100% ICE				
			CMGC	Check Comments			Final Baseline Schedule	Final	Final	Final	Final	Final	Final	Final Bid Items			
			Agency	Check Comments			Comments							Comments	Confirm Addressed	Review	Confirm Addressed
8	4 weeks after CMGC Receipt of 100% IFC Design Submittal	Negotiations and Final GMP Pricing	AE	Design Addenda									Addenda ICE				
			CMGC			Confirm Compliance	Final; Comments addressed	Final; Comments addressed	Final; Comments addressed	Final; Comments addressed	Final; Comments addressed	Final; Comments addressed	Final; Comments addressed	100% GMP			
			Agency	Approval			Accepted							Accepted; Execute Amendment			
9	Option - weekly	CMGC call-in to PMT mtgs	CMGC														
10	Option - as needed	CMGC Cost Estimates	CMGC														

Exhibit K, Table of CM/GC Pre-Construction Services is used solely as a reference for illustrating the general identification of milestones, deliverables and due dates that the County, Consultant and the CM/GC will strive to meet as a Project Management Team (as referenced within Section 00141 of the ODOT CM/GC General Provisions, as modified by Multnomah County).