



**DAN JOHNSON**  
DIRECTOR

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

May 8, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners

**Approval of a Contract with David Evans and Associates for the Trolley Trail Clackamas River Bridge project engineering and related services. Contract Value is \$1,250,343.40 for 2 years. Funding is through the Metro Regional Flexible Fund Allocation Program and the City of Gladstone. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	1/18/25: Approval of Supplemental Agreement No. 73000-00003197 with the Oregon Department of Transportation for the Trolley Trail Bridge: Portland Ave – Clackamas River Greenway Trail Project. 06/27/24: Approval of Certification Agreement No. 73000-00029343 with Oregon Department of Transportation for the Local Agency Certification Program. 07/27/17: Approval of a Supplemental Project Agreement No. 31952 with Oregon Department of Transportation for the Trolley Trail Bridge: Gladstone to Oregon City Project.		
<b>Performance Clackamas</b>	The project will build a strong infrastructure.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Joel Howie	<b>Contact Phone</b>	503-742-4658

**EXECUTIVE SUMMARY:** This contract is to perform preliminary engineering design services to 30-percent design or Type, Size, Location Report for replacing a bridge crossing the Clackamas River to connect the City of Gladstone and Oregon City. Contingency tasks are included to perform services for the final design of plans, specifications, and estimate (PS&E).

Clackamas County previously performed a feasibility study for the project on behalf of the City of Gladstone to study the feasibility of rebuilding an abandoned trolley bridge crossing the Clackamas River in the City that collapsed in 2014 as an extension of the Trolley Trail. The

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study involved an extensive public outreach process in 2020 that resulted in three bridge super-structure options for the City of Gladstone to consider in the preliminary engineering phase. The three super-structure options are a three-span precast concrete girder, three-span steel girder, and a single-span steel truss.

This engineering and related services contract will provide project management, survey, environmental studies and permitting services, public outreach, utility coordination, geotechnical services, stormwater and hydraulic services, and the development of preliminary design and final design (contingency tasks) of PS&E for the replacement bridge. The preliminary design of the project is anticipated to be completed by the summer of 2027. The schedule for completing final design will be dependent on approval from the City of Gladstone and whether the city is successful in obtaining construction funding for the project.

Clackamas County completed a three-party Supplemental Project Agreement with the City of Gladstone and the Oregon Department of Transportation under the County's Local Agency Certification Program Agreement No. 73000-00003197. The design and right of way phases for this project will be financed with 89.73 percent of federal Regional Flexible Funds Allocation Program (\$1,121,933.13) matched by 10.27 percent (\$128,410.27) of City of Gladstone Funds. The project's total estimated cost for design and right of way services is \$1,250,343.40.

**PROCUREMENT PROCESS:** This project was advertised in accordance with ORS and LCRB Rules on September 25, 2024 through Request for Proposal #2024-92 seeking written statements of qualifications from consulting firms with expertise in professional engineering services. Three consultant proposals were submitted by David Evans and Associates, Inc., Exeltech Consulting, Inc., and SBP Managing Inc. A selection committee of two City of Gladstone and one DTD personnel scored the David Evans and Associates proposal the highest. After Notice of Intent to Award was issued, a final negotiated Statement of Work and Breakdown of Cost, based on the ODOT approved process, was achieved from successful negotiations between County Staff and David Evans and Associates, Inc.

**RECOMMENDATION:** Staff recommend that the Board of County Commissioners approve and sign the Engineering and Related Services Contract Number 1245 with David Evans and Associates, Inc. for the Trolley Trail Bridge: Portland Ave. – Clackamas River Greenway Trail Project.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation & Development

# ENGINEERING AND RELATED SERVICES CONTRACT

Contract Number: 1245

Project Title: Trolley Trail Bridge: Portland Ave - Clackamas River Greenway Trail	Agency Project Number: 300320347
Project Location: Gladstone, OR	Associated RFP Number: 2024-92
Federal Aid Number: 22139	DBE Goal: 8.5% (see Exhibit E)
Total Not-to-Exceed ("NTE") amount for this Contract. This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$596,834.40 for contingency tasks, each of which must be separately authorized by Agency.	\$1,250,343.40

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

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

For purposes of this Contract:

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

## TERMS AND CONDITIONS

- Contract Effective Date and Term.** This Contract is effective on the date it has been signed by the Parties and all required approvals have been obtained. No work or compensation under the Contract is authorized until notice to proceed has been issued in writing (email acceptable) by the Agency. Unless otherwise amended or terminated, this Contract shall expire June 30, 2027.
- Statement of Work.** Consultant shall perform all Services and deliver all deliverables as described in Exhibit A, Statement of Work (the "Services"). The required schedule for performance under the Contract is specified in the Statement of Work.
- Compensation.** The maximum NTE amount, which includes the total of all allowable and reimbursable costs and expenses (and contingency tasks, if any) payable to Consultant under this Contract, is set forth in the table above and detailed further in Exhibit B, Compensation. Agency reserves the right, in its sole discretion, to amend this Contract to increase this amount for additional Services within the scope of the procurement. If this Contract was awarded as a Direct Appointment/Small Purchase, amendments to increase the maximum amount payable are subject to limitations and additional requirements as set forth in applicable Federal, State and local laws. The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation. Consultant and any subconsultants are subject to the requirements and limitations of 48 CFR Part 31 - Contract Cost Principles and Procedures.
- Contract Exhibits.** This Contract includes the following exhibits, each of which is incorporated into this Contract as though fully set forth herein:

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

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

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

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

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

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

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

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

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

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

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

**a. Professional Standard of Care.**

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

**b. Responsibility of Consultant.**

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

**c. Design Within Funding Limit.**

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

- (i) Consultant shall accomplish the design Services required under the Contract so as to permit construction of the project within Agency's budget for construction. **Agency's budget for construction of the project is \$9,720,196.** Consultant shall promptly advise Agency's Contract Administrator if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable project within these limitations. Upon receipt of such information, the Contract Administrator will review Consultant's revised estimate of construction cost. Agency may, if it determines that the estimated construction contract price set forth in this Section is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in this Section, or Agency may adjust such estimated construction contract price.
- (ii) Prior to releasing the bid for the construction contract, Agency will prepare an estimate of constructing the design submitted. If Agency's estimator(s) determines Consultant's design exceeds Agency's budget for the construction contract as set forth in Section (i) above {and as may be revised per Section (i) above}, then Consultant shall perform such redesign and other Services as are necessary to permit contract award within the funding limitation. These additional Services shall be performed at no increase in the price of the Contract. However, Consultant shall not be required to perform such additional Services at no cost to Agency if Consultant's design exceeds Agency's budget {as set forth in Section (i) above} as a result of conditions beyond Consultant's reasonable control.

## 11. Ownership of Work Product

- a. **Definitions.** The following terms have the meanings set forth below:
  - (i) "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from the Contract.
  - (ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than Agency or Consultant.
  - (iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item, and all intellectual property rights therein, that Consultant is required to deliver to Agency pursuant to the Contract.
- b. **Work Product.** All Work Product created by Consultant pursuant to the Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Agency. Agency and Consultant agree that Work Product that constitutes original works of authorship (the "Original Work Product") is "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason Original Work Product created pursuant to the Contract is not "work made for hire," Consultant hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Original Work Product created pursuant to the Contract, whether arising from copyright, patent, trademark, trade secret, or any other State or Federal intellectual property law or doctrine. Upon Agency's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Original Work Product in Agency. Consultant forever waives any and all rights relating to Original Work Product created pursuant to the Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. However, see Sections 11.c and 11.d immediately below, for provisions applicable to Consultant Intellectual Property, Third Party Intellectual Property, Consultant Intellectual Property derivative works and Third Party Intellectual Property derivative works.
- c. **Consultant and Third Party Intellectual Property.** In the event that any Work Product is Consultant Intellectual Property or Third Party Intellectual Property (Consultant Intellectual Property or Third Party Intellectual Property that is applicable to the Services being performed by Consultant under the Contract or included in Work Product deliverable to Agency under the Contract), or in the event any Consultant Intellectual Property or Third Party Intellectual Property is needed by Agency to reasonably enjoy and use any Work Product, Consultant hereby agrees that it will grant to, or obtain for, the Agency an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free

license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Consultant Intellectual Property and or Third Party Intellectual Property, including the right of Agency to authorize contractors, consultants and others to do the same on Agency's behalf. This obligation of the Consultant does not apply to a situation involving a third party who enters a license agreement directly with the Agency. At the request of Consultant, Agency shall take reasonable steps to protect the confidentiality and proprietary interests of Consultant in any Consultant Intellectual Property licensed under this Section, within the limits of the Oregon Public Records Law (ORS 192.410 through 192.505) and the Oregon Uniform Trade Secrets Act (ORS 646.461 to 646.475).

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

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

### **13. Indemnity**

- a. **Claims for Other Than Professional Liability.** Consultant shall indemnify, defend, save, and hold harmless the Agency, State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of Consultant or its subcontractors, or their respective agents or employees, under the Contract.
- b. **Claims for Professional Liability.** To the fullest extent permitted by law, and except to the extent prohibited under ORS 30.140(4), Consultant shall indemnify, defend, save, and hold harmless the Agency, the State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of the professionally negligent acts, errors or omissions of Consultant or its subcontractors, or their respective agents or employees, in the performance of Consultant's professional services under the Contract.

- c. **Indemnity for Infringement Claims.** Without limiting the generality of section 13(a) or 13(b), Consultant expressly agrees to indemnify, defend, save and hold harmless the Agency, State of Oregon, the OTC and ODOT, and their respective officers, members and their agencies, subdivisions, officers, directors, agents, and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of or relating to any claims that Consultant's services, the Work Product or any other tangible or intangible items delivered to the Agency by Consultant that may be the subject of protection under any state or federal intellectual property law or doctrine, or the Agency's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, Agency shall provide Consultant with prompt written notice of any infringement claim. Provided, however, Consultant shall not be obligated to indemnify, defend, save and hold harmless the Agency (or other entities identified above) under this section 13(c), based solely on the following: Consultant's compliance with Agency specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by Agency.
- d. **Defense Qualification.** Neither Consultant nor any attorney engaged by Consultant shall defend or purport to defend a claim in the name of the Agency, the State of Oregon, the OTC or ODOT without first receiving from the applicable entity, authority to act as legal counsel, nor shall Consultant settle any claim on behalf of the foregoing entities without the approval of these entities. The Agency, the State of Oregon, the OTC or ODOT may, at their election and expense, assume their own defense and settlement.
- e. **Agency's Acts or Omissions.** This section 13 does not include indemnification by Consultant of the Agency, the State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees, for the acts or omissions of these entities and their respective officers, members, agents and employees, whether within the scope of the Contract or otherwise.

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

15. **Termination**

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



**d. Consultant's Right to Terminate for Cause.**

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

**e. Remedies.**

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

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

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

**17. Performance Evaluations.** Agency will conduct performance evaluation(s) on the Consultant and its subconsultants during the term of the Contract, which will be compiled and maintained by Agency, and become a written record of Consultant's performance. Generally, the performance evaluations will include criteria related to, but not limited to, quality and technical performance,

adherence to contract scope and budget, schedule performance, and business relations (including communications and negotiations performance). Agency will provide a copy of the performance evaluation results to Consultant within 14 calendar days following completion. Consultant may respond, in writing, or may request a meeting to address any or all findings contained in the completed performance evaluation within 30 calendar days following receipt. Agency may adjust evaluation score(s) upon Agency's finding of good cause. Agency may provide copies of any performance evaluation documentation to ODOT, FHWA, and other parties unless lawfully exempt from disclosure. Agency may use performance evaluation findings and conclusions in any way deemed necessary, including, but not limited to, corrective action, requiring submittal of performance improvement plan by Consultant and withholding of retainage. Agency and ODOT may use Consultant performance under previous contracts as a selection criterion for future contracts.

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

**19. Permits and Licenses**

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

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

**21. Force Majeure.** Neither Agency nor Consultant shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to, fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war where such cause was beyond the reasonable control of Agency or Consultant, respectively. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

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

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

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

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

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

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

**26. Dispute Resolution Process.** In the event of a dispute between the Parties regarding any aspect of the Contract or performance under the Contract, the Parties agree to attempt in good faith to resolve any such dispute through direct communications and negotiations. In the event good faith efforts do not

resolve the dispute, the Parties agree to make a good faith effort to determine if mediation might resolve any such dispute. If the Parties determine that mediating the dispute would be productive, the Parties agree to use reasonable efforts to establish an agreement through which such mediation proceeding could take place. In the event such a mediation proceeding takes place, the Parties acknowledge and agree that any mediator or mediators retained to assist the Parties in resolving any dispute will not have the power to issue a binding decision on the Parties, but will merely act to facilitate the process of the Parties' attempt to resolve the dispute through mutual agreement. The cost of the mediator shall be split equally between the Parties.

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

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

**29. False Claims**

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

**30. Certified Small Businesses.** Respecting certification as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, the Consultant shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications required by Section 2, Chapter 325, Oregon Laws 2015, as amended by Section 26, Chapter 565, Oregon Laws 2015

as a material condition of the Contract. If the Consultant or subcontractor was awarded the Contract or subcontract, as applicable, in the course of Agency carrying out an affirmative action goal, policy or program under ORS 279A.100, and fails to maintain the required certification, Agency may terminate the Contract, require the Consultant to terminate the subcontractor, or exercise any of remedies reserved for breach of the Contract.

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

### CONSULTANT CERTIFICATIONS

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

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

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

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

transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

(5) Consultant is an independent contractor as defined in ORS 670.600 and as described in [IRS Publication 1779](#).

(6) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Contract constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Contract.

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

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

**CONSULTANT SIGNATURE(s)**

Signature: Douglas M. Johnson Digitally signed by Douglas M. Johnson  
Date: 2025.04.16 08:30:49-07'00' Date: 4/16/2025

Name: Douglas Johnson Title: Associate

Signature:  Date: 4/16/2025

Name: Lwin Hwee Title: Vice President

**CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS**

Chair: \_\_\_\_\_

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

Recording Secretary: \_\_\_\_\_

**COUNTY LEGAL REVIEW:**

Signature:  Date: 4/22/2025

## EXHIBIT A - STATEMENT OF WORK

### A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

**General Expectation.** Consultant commits to provide, oversee and direct Services 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 Agency throughout the project concerning any issues or decisions with potential economic impact to the project.

#### Project Phasing

This Project is divided into three phases:

- Phase I - Preliminary Engineering
- Phase II - Final Design;
- Phase III - Construction contract administration, construction engineering and inspection ("CA/CEI"). Following Project Final Design, County may, at its discretion:
  - (a) negotiate and amend the contract to include all CA/CEI Services (or various elements),
  - (b) complete various elements of construction oversight work with County's in-house staff, or
  - (c) assign various elements of CA/CEI Phase to another consulting firm.

This Statement of Work addresses the Preliminary Engineering and Final Design Phases of the Project. The Final Design Phase requires approval from ODOT and optional and each subsequent phase is optional, at Agency's discretion, and may be added via amendment(s) to this Contract.

#### Agency Responsibilities

- Agency review periods do not exceed three (3) weeks
- Agency will be the primary point of contact with ODOT regarding CONTRACT and design aspects of the project.
- Agency will obtain temporary right-of-entry documents for the purposes of environmental and geotechnical studies.

#### Acronyms and Definitions

Acronyms and definitions that may be found in the SOW include, but are not limited to the following:

3-R	Resurfacing, Restoration, and Rehabilitation
4-R	Reconstruction
AASHTO	American Association of State Highway and Transportation Officials
ACLB	Appraiser Certification and Licensure Board
ASCII	American Standard Code for Information Interchange
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
Agency	The Local Public Agency who owns the Contract
ALG	Bentley InRoads File
AOC	Association of Oregon Counties
APE	Area of Potential Effect
API	Area of Potential Impact
APHIS	Animal and Plant Health Inspection Service
APM	Agency Project Manager
ASTM	American Society for Testing and Materials
BA	Biological Assessment

Basemap	Digital mapping files used as a base for mapping existing site features and proposed designs (also called "location" or "strip" maps).
BDM	Bridge Design Manual
BOC	Breakdown of Cost
BPJ	Best Professional Judgment
BPPM	Bridge Practices and Procedures Manual
CA	Contract Administrator
CAD	Computer Aided Design
CADD	Computer Aided Design and Drafting
CA/CEI	Construction Contract Administration, Construction Engineering and Inspection
CCD	ODOT Commerce and Compliance Division
CE	Categorical Exclusion
CE/PCE Procedures	Agency's "ODOT NEPA Manual 420 - Categorical Exclusions and Programmatic Categorical Exclusions" procedures, available at: <a href="https://www.oregon.gov/odot/GeoEnvironmental/Pages/NEPA-Manual.aspx">https://www.oregon.gov/odot/GeoEnvironmental/Pages/NEPA-Manual.aspx</a> (found on the "ODOT NEPA Program website" <a href="https://www.oregon.gov/odot/GeoEnvironmental/Pages/NEPA.aspx">https://www.oregon.gov/odot/GeoEnvironmental/Pages/NEPA.aspx</a> )
CFR	Code of Federal Regulations
Class 2 Projects	NEPA Categorical Exclusion Projects
CLPA	Certified Local Public Agency
Confidence Points	Random points measured in the field within the boundary of a digital terrain model, used to verify the accuracy of the DTM and to provide evidence prior to construction that the DTM is a reasonable representation of the original ground. Utilized for computation and pay quantities. Confidence points are used to verify that a constructed grade has been built according to the design DTM.
Control Network	An array of control stations.
Control Station	Any item identified in Project records as having a position and elevation on the Project datum and intended to be used to control the many phases of construction work
CPDG	Contract Plans Development Guide
CPT	Cone Penetration Test
DAP	Design Acceptance Package
DBE	Disadvantaged Business Enterprise
DCP	Dynamic Cone Penetration
DEQ	Oregon Department of Environmental Quality
DGN	Bentley Microstation Design Model
DLC	Donation Land Claim
DOE	Determination of Eligibility
DSL	Oregon Division of State Lands
DTM	Digital Terrain Model
EDM	Electronic Distance Measuring
EP	Environmental Prospectus
ESA	Endangered Species Act
ESALs	Equivalent Single Axle Loads
ETWP	Exploration and Testing Work Plan
EU	Excavation Unit
FAHP	Federal-Aid Highway Program
FEMA	Federal Emergency Management Administration
FHWA	Federal Highway Administration



FOE	Finding of Effect
FPTF	ODFW Fish Passage Task Force
FSP	Field Safety Plan
FTP	File Transfer Protocol
FWD	Falling Weight Deflectometer
GDM	Geotechnical Design Manual
GIS	Geographic Information System
GLO	General Land Office
GPS	Global Positioning System
GIN	General Information Notice
HASP	Health and Safety Plan
HCM	Highway Capacity Manual
HDM	Highway Design Manual
HGM	Hydrogeomorphic
HMCS	Hazardous Materials Corridor Study
IQAP	Inspection Quality Assurance Program
ITS	Intelligent Transportation Systems
JPA	USACE/DSL Joint Permit Application
LAL	Local Agency Liaison, ODOT (also see TPM)
LDPC	Local Datum Plane Coordinate
LOC	League of Oregon Cities
LOS	Level of Service
LPA	Local Public Agency
LPIF	Letter of Public Interest Findings
LRFD	Load and Resistance Factor Design
MS	Microsoft
NE	No Effect
NEC	National Electric Code
NEPA	National Environmental Policy Act
NMF	Native Migratory Fish
NMFS	National Marine Fisheries Services
NRHP	National Register of Historic Places
NTP	Notice to Proceed
MUTCD	Manual on Uniform Traffic Control Devices
NTE	Not to Exceed
NTP	Notice to Proceed
OAR	Oregon Administrative Rule
OCR	ODOT Office of Civil Rights
ODA	Oregon Department of Agriculture
ODC	Other Direct Cost
ODFW	Oregon Department of Fish and Wildlife
ODOT	Oregon Department of Transportation
OHWM	Ordinary High Water Mark
OJT	On the Job Training
OPAL	Official Project Access List
ORBIC	Oregon Biodiversity Information Center
ORS	Oregon Revised Statutes
ORWAP	Oregon Rapid Wetland Assessment Protocol
OWRD	Oregon Water Resources Department
PCE	Programmatic Categorical Exclusion
PCO	ODOT Project Controls Office
PCS	Project Control System
.pdf or PDF	Portable Document File

PDT	Project Development Team
PE	Professional Engineer
PIP	Public Involvement Plan
PLS	Professional Land Surveyor
PLSS	Public Land Survey System
PM	Project Manager
POR	Professional of Record
PSA	Project Study Area
PS&E	Plans, Specifications, and Estimate
PSI	Preliminary Site Investigation
SFM	Survey Filing Map
SHPO	State Historic Preservation Office
STP	Scientific Take Permit
QA	Quality Assurance
QC	Quality Control
QCC	Quality Control Checklist
QP	Quality Plan or Quality Assurance/Quality Control Plan
REC	ODOT Region Environmental Coordinator
ROE	Right of Entry
ROS	Record of Survey
RUS	Region Utility Specialist
R/W	Right of Way
Reference Stakes	Stakes set away from, but with information relating back to the intended location
RTK	Static, Rapid Static or Real time Kinematics
RTP	Regional Transportation Plan
USPS	United States Postal Service
SFLP	State Funded Local Program
SFM	Survey Filing Maps
SHPO	State Historic Preservation Office
SI	International System of Units and Conversion Factors (abbreviated SI from Systeme Internationale d'Unites, the French version of the name)
SOW	Statement of Work
STU	Shovel Test Unit
SUL	State Utility Liaison
Survey Monument	Any natural or man-made item specified or identified in a property deed, boundary survey, government document, or other instrument of public record, when the purpose of said item is to mark or reference a property boundary, geographical location, elevation, or other position
Surveyor	Individual licensed in the State of Oregon as a Professional Land Surveyor, and designated by the Consultant as placed in "responsible charge" of the survey work as defined in ORS 672.002(6)(b).
TCP	Traffic Control Plan
TIP	Transportation Improvement Plan
THPO	Tribal Historic Preservation Office
TMP	Transportation Management Plan
TPAR	Temporary Pedestrian Accessible Routes
TPARP	Temporary Pedestrian Accessible Route Plan
TPM	Transportation Project Manager, ODOT (also see LAL)
TS&L	Type, Size, and Location
TSP	Transportation System Plan
USACE	U.S. Army Corps of Engineers
USDA	United States Department of Agriculture

USFWS	U.S. Fish and Wildlife Service
VE	Value Engineering

## **B. STANDARDS and GENERAL REQUIREMENTS**

### **1. Standards**

#### ***General***

- ODOT Local Agency Guidelines

#### ***Environmental***

- Wetland Delineation Manual, United States Corp of Engineers/Environmental Protection Agency (USCOE/EPA) 1987

#### ***Geotechnical***

- Soil and Rock Classification Manual, ODOT 1986
- Geotechnical Design Manual, ODOT April 2011

#### ***Hydraulic***

- Hydraulic Manual, Part I & II, ODOT 2008
- HEC-18 Evaluating Scour at Bridges, FHWA
- HEC-20 Stream Stability at Highway Bridges, FHWA

#### ***Roadway/Multiuse Path***

- Manual of Uniform Traffic Control Devices
- Standards Manual of the Oregon Utilities Coordinating Council

#### ***Structural***

- ODOT Geotechnical Design Manual
- AASHTO LRFD

#### ***Right-of-Way***

- ODOT Right of Way Manual
- Real Estate Acquisition Guide for Local Public Agencies
- Uniform Standards of Professional Appraisal Practice (USPAP)
- Uniform Appraisal Standards for Federal Land Acquisition

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

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

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

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Consultant shall submit draft and final deliverables in electronic format via e-mail (and hard copy if requested).

- Consultant shall also submit any graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.
- The Contractor shall develop the design utilizing AutoCAD Civil 3D.

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

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

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

### **4. General Requirements**

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

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

### **6. Design Criteria and Project Assumptions/Conditions**

- AASHTO LRFD Bridge Design Specifications, 8th Edition
- ODOT Bridge Design and Drafting Manual
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, 1st Edition
- A Policy on Geometric Design of Highways and Streets, 6th Edition
- ODOT Bicycle and Pedestrian Design Guide

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

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

### **D. PROJECT COOPERATION**

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

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

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

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

### **TASK 1 - PROJECT MANAGEMENT**

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

#### **1.1 ADMINISTRATION & RECORD KEEPING**

Consultant shall:

- Submit a Quality Assurance/Quality Control ("QA/QC") Plan for Agency review and approval. The QA/QC Plan must be developed consistent with requirements of ODOT's "Guidance/Template for Consultants" available online at:  
[http://www.oregon.gov/ODOT/HWY/OPL/docs/SEOPL/Consultant\\_Quality\\_Plan\\_Model.doc](http://www.oregon.gov/ODOT/HWY/OPL/docs/SEOPL/Consultant_Quality_Plan_Model.doc);
- Prepare a Project design schedule using the Critical Path Method, prepared with MS Project software or approved equal. The Project schedule must include, but is not limited to: all major authorized tasks as agreed upon by the Parties, Project design team meetings, and milestones (type and date) specified in this SOW and required to complete all Services under this Contract. Consultant shall update the Project schedule during the Project if milestone or deliverable due dates are modified. For budgeting purposes, it is assumed that up to 2 Project schedule updates will be necessary;
- Prepare invoices and progress reports. Each progress report must:
  - Include a summary of previous period's activities and the planned activities for the upcoming period;
  - Identify percentage completed of each Task/Deliverable;
  - Reconcile the budget with the actual amount billed to date;
  - Identify unresolved issues and concerns that may affect the SOW, schedule and/or budget for Services.
  - For budgeting purposes, it is assumed that up to 12 progress reports will be necessary
- Develop and maintain a Project file to include survey and engineering computations, assumptions, meeting agendas and minutes, working drawings, quality control and review documentation, correspondence, and memoranda.

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

Consultant shall provide:

- QA/QC plan submitted electronically to APM within 7 business days of Notice to Proceed ("NTP").

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

## **1.2 COORDINATION**

From NTP through completion of Design Acceptance (Phase I) Consultant shall:

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

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

Consultant shall provide:

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

## **1.3 PROJECT MEETINGS**

### **1.3.1 Project Kickoff Meeting**

Consultant shall organize, conduct, prepare for and attend a 1.5 hour Project kickoff meeting. The Project kickoff meeting will be held virtually and at City of Gladstone's Offices at 18505 Portland Ave, Gladstone, OR 97027 with City of Gladstone, Agency, ODOT LAL, Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the Agency. The purpose of the Project kickoff meeting is to review Project issues such as SOW; work products and deliverables; schedules; budgets; right of way; utility coordination/design; design criteria; guidance documents; standards and quality control. Consultant shall schedule Project kickoff meeting within 10 business days of Notice to Proceed (NTP). Consultant shall prepare draft meeting minutes for review by Agency. For budgeting purposes, it is assumed that up to 5 Consultant staff shall attend the 1.5 hour Project kickoff meeting.

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

Consultant shall organize, conduct, prepare for and attend up to 3 Project Development Team ("PDT") Meetings; 2 via telephone and 1 in-person. Each in-person PDT meeting will be held at City of Gladstone's Offices at 18505 Portland Ave, Gladstone, OR 97027 with City of Gladstone with Agency, ODOT LAL, Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the Agency. Consultant shall prepare draft and final meeting minutes to be distributed to Agency and all other meeting participants. For budgeting purposes, it is assumed that up to 3 Consultant staff shall attend each in-person PDT meeting.

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

For each meeting, Consultant shall provide:

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

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

#### **1.4 ADDITIONAL ADMINISTRATION & RECORD KEEPING (CONTINGENCY)**

Consultant shall:

- Prepare additional invoices and progress reports. For budgeting purposes, it is assumed that up to 12 additional progress reports will be necessary

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

Consultant shall provide:

- Progress reports and invoices submitted electronically to APM no later than the 20th calendar day of the month following the reporting period.

#### **1.5 ADDITIONAL COORDINATION (CONTINGENCY)**

Consultant shall continue coordination services outlined in Task 1.2 through Final Design (Phase II).

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

Consultant shall provide:

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

#### **1.6 ADDITIONAL PROJECT DEVELOPMENT TEAM MEETINGS**

Consultant shall organize, conduct, prepare for and attend up to 3 additional Project Development Team (“PDT”) Meetings; 1 via telephone and 2 in-person. Each in-person PDT meeting will be held at City of Gladstone’s Offices at 18505 Portland Ave, Gladstone, OR 97027 with City of Gladstone with Agency, ODOT LAL, Consultant’s PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the Agency. Consultant shall prepare draft and final meeting minutes to be distributed to Agency and all other meeting participants. For budgeting purposes, it is assumed that up to 3 Consultant staff shall attend each in-person PDT meeting.

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

For each meeting, Consultant shall provide:

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

## **TASK 2 SURVEY**

Consultant shall perform a supplemental survey of this Project for the areas as described in the Project Site area in Exhibit A of this SOW unless otherwise noted in specific tasks. Deliverables are to be scheduled as per task 1 Project Management.

Consultant shall adhere to the standards stipulated by the Oregon Revised Statute (“ORS”) 672. Consultant’s Professional Land Surveyor, registered in the State of Oregon, shall review and stamp as “Approved” all survey related deliverables and shall be responsible for all land surveying services including conformance to all state statutes pertaining to survey and land boundary laws under this

SOW. These include, but are not limited to, the following state statutes: ORS Chapters 92, 93, 209 and 672.

## **2.1 RESEARCH**

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

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

### **Existing Water Way Data**

Consultant shall research and obtain updated maps and data about rivers, creeks, and streams, springs or flowing water in or near the Project area from Agency, Federal, State and other governmental agencies. Consultant shall include items such as but not limited to: FEMA Flood maps, tide gage data and stream navigability per Division of State Lands designation.

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

Consultant shall incorporate information from this task into the deliverables listed in Tasks 2.2, 2.4, 2.5 and 2.7 as required for delivery of documents in subsequent tasks.

## **2.2 HORIZONTAL AND VERTICAL CONTROL NETWORK**

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

### **Existing Horizontal/Vertical Control Stations**

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

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

Consultant shall use monuments that comply with ORS 92.060 and ORS 209.250, or 5/8" Rebar with plastic or brass caps, or other Agency approved control points, for the GNSS and network points. Consultant shall establish a minimum of 3 GNSS control points through the length of the survey. A minimum of 4 inter-visible control points are required through the Project area, with 1 point being in each quadrant created by the proposed structure and the Clackamas River.

Consultant shall verify and densify (as needed) the existing vertical control using differential leveling. Consultant shall get Agency approval before using other methods such as trigonometric leveling and elevations derived from GNSS and identify with Agency the accuracies of determined methods prior to proceeding. The existing Vertical Datum is NAVD 88.

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

Consultant shall:

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



- Incorporate the information listed below into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.
  - An adjustment report for one or more of the following, Least Squares adjustment for networks, an approved traverse adjustment method for traverses and/or a GNSS adjustment report when using GNSS.
  - An ASCII file containing the coordinates for every network point set and found.
  - If the levels were electronically processed then one copy each of the following: original raw level file as collected in the field, ASCII file showing level closure data, ASCII file with elevations on all network points and/or an ASCII file showing the level rod readings.
  - Original field notes for the control network and one scanned copy of the original field notes in “.pdf” format.
  - A Civil 3D design file (\*.dwg) containing all the set and tied control points to show elevations.
  - A Civil 3D file (\*.dwg) containing all vertical and horizontal control points stored as cogo points to show elevations.

### **2.3 MONUMENT RECOVERY**

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

Consultant shall survey applicable Government corners, geodetic control stations, benchmarks, R/W monuments, property boundary markers, and roadway alignment markers.

#### **Identify, Search and Recover Monuments**

Consultant shall recover applicable existing monuments of record, not previously located, that are endangered by activity related to the Project and to resolve roadway and property lines sufficient for the needs of the project. Consultant shall provide a record (field notes) of monuments located, and the date that they were found.

#### **Field Survey of Recovered Monuments**

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

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

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

### **2.4 TOPOGRAPHIC DATA, DETAILED BASE MAP AND DIGITAL TERRAIN MODEL (DTM)**

The purpose of this task is to collect the existing topographic features, reconcile previously collected survey data as provided by County, and create a detailed basemap and DTM for the Project.

#### **Existing Utility Records**

Consultant shall research and obtain available facility maps and as-built construction plan data pertaining to utilities in or near the Project area utilizing Oregon811, the Oregon Utility Notification Center..

#### **Topographic Data Collection**

Consultant shall verify and densify (as needed) the existing topographic data between the boundaries described in Section A of this SOW. Consultant shall collect and tie topographic data of man-made and/or natural features using a variety of Agency approved methods. These methods may include terrestrial (Total Station), or GNSS (RTK) observations, 3D Laser Scanning (Mobile or Static), or station and offset.

Consultant shall contact Oregon811, the Oregon Utility Notification Center to request pre-survey utility locates. Consultant shall keep the locate request number and ticket information within the Project file.

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

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

Consultant shall tie environmental and archaeological features that have been identified within the Project area. These features include, but are not limited to, wetlands, high water mark, T&E species, hazmat sites, archaeology sites and sensitive plants.

#### Detailed Basemap

Consultant shall update the existing detailed basemap with new data collected during the course of this task, with all features drafted to Agency provided criteria.

#### Digital Terrain Model ("DTM")

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

Consultant shall collect the topographical data to create points and break lines in adequate quantity and in proper placement, to accurately represent the surface of the ground. Consultant shall collect confidence points in the field and generate a confidence point report, as outlined in the ODOT Survey Policy and Procedure Manual. The topographical data and confidence points must meet ODOT Criteria. Consultant shall generate 1 foot minor contours and 5 foot major contours throughout the DTM for a QC analysis of the surface.

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

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

- 1 copy of field notes
- Copy of the Civil 3D CADD Files (\*.dwg) Detailed Base Map with Civil 3D DTM
- All files for the network control points in (ASCII) format
- Files of Trio listing kits
- Files of survey research
- Files of tax maps
- Confidence Point ReportControl Point Worksheet within construction documents showing locations of identified control points in relation to the Project, including datum, description, and whether found or set

### **2.5 R/W - BOUNDARY RESOLUTION**

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

#### Existing Vesting Deeds and Property Ownerships

Consultant shall obtain a new "Trio listing kit" (typically provided by a Title Company). Consultant shall identify property ownership within and adjacent to the Project site by investigating property deeds and

county tax records. Consultant shall itemize and report property ownership and owner contact information to Agency. Consultant shall submit each deed in its own electronic file. Consultant shall include all vesting deeds referenced in the Property Vesting Deeds if needed to resolve the property boundary.

#### Existing R/W Records

Consultant shall research and obtain copies of surveys, subdivision plats, and land partition plats filed in the county surveyor's office related to the properties potentially impacted by the Project. This information is used to find monuments that might be impacted from the Project and establish property lines for area calculations when new R/W is acquired.

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

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

#### Resolve R/W and Property Boundaries

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

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

#### **2.5. Consultant Deliverables and Schedule**

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

- Itemized property ownership information to Agency. Consultant shall submit each deed in its own electronic file.
- A detailed narrative of available evidence, desirable evidence not available, rationale for decisions made, and a summary of the conclusions in the establishment of the R/W centerline, R/W lines (including all jogs) and property boundary lines.

#### **2.6 RECORD OF SURVEY / CONTROL, RECOVERY, RETRACEMENT (CONTINGENCY)**

##### Control, Recovery, Retracement Record of Survey

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

If the Project will impact property or existing survey monuments, as a contingency task, Consultant shall create a Record of Survey ("ROS") which meets County and ORS requirements. The survey(s) must be prepared for 18-inch by 24-inch sheet plots. The "**Control**" survey must consist of Geodetic and Terrestrial points set for the Project. The "**Recovery**" is the documentation of the monuments recovered for the Project. The "**Retracement**" is a record of resolved R/W centerlines, R/W lines and/or property boundaries.

As part of the contingency task, Consultant shall submit a draft ROS to Agency for review with the filing fee. Consultant shall address comments received from Agency and submit the final ROS for filing to the appropriate County in the format required.

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

Consultant shall provide:

- Draft ROS to APM within 60 days of Contingency NTP

- Final ROS to the appropriate County for filing within 2 weeks of receipt of comments from the Agency.
- Copy of Final ROS to APM upon acceptance by County for filing.

## **2.7 R/W ENGINEERING (MAPPING & DESCRIPTIONS)**

The purpose of this subtask is to prepare R/W engineering products used in the acquisition of property. The estimated number of R/W files is three (3). These products are:

1. R/W acquisition/impact map
2. Civil 3D CADD Files used to prepare the acquisition map
3. R/W legal descriptions and exhibits
4. R/W basemap and alignment file (.alg)

For each file, Consultant shall prepare the R/W acquisition map, exhibits, and legal descriptions in accordance with Agency standards and ODOT Right of Way Engineering Manual.

Consultant shall perform R/W data research as necessary to prepare for and support all Project activities, and to produce Project maps and reports as called for in subsequent tasks. Consultant shall complete a thorough search for all recorded survey monuments and features pertaining to the establishment of property lines and R/W boundaries and shall perform a survey to locate, identify, measure and document all such monuments and features that are found. Consultant shall collect and review general Project background documentation, recorded surveys and conveyance documents, and shall follow all statutes.

For each file, Consultant shall prepare R/W Maps and Descriptions according to the guidelines shown in the "ODOT Right of Way Manual".

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

Consultant shall provide to APM the following deliverables within 30 days of DAP Plan Review Meeting (Task 13):

- Legal descriptions and exhibits in electronic (.PDF) format
- A copy of the vesting documents for each property owner and R/W file in PDF format to APM
- Final R/W acquisition map in electronic (.PDF and CADD)

## **2.8 TITLE REPORTS AND DOCUMENT REQUESTS**

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

Consultant shall obtain preliminary title reports for all files. Consultant shall review preliminary title reports for complete documentation of title vesting and notify APM of any major title encumbrances. Consultant shall notify Agency if any acquisitions fall outside of Agency jurisdiction.

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

Consultant shall provide:

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

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

## **2.9 STAKING [CONTINGENCY]**

Consultant shall place stakes during Project development to demarcate existing ROW, proposed ROW, and proposed easements to support Task 14 activities. A Notice to Proceed is required from the Agency to perform this task.

## **2.9 Consultant Deliverables and Schedule**

Consultant shall physically place stakes and/or paint marks, supported by:

- Original data collector printout field notes in .pdf format per the schedule developed in Task 1 Project Management.
- Text file of 'as-staked' points with associated exhibit map in .pdf format per the schedule developed in Task 1 Project Management.
- Provide staking for up to 3 acquisition parcels (prepared in Task 2.7), one time each.

## **TASK 3 ENVIRONMENTAL SERVICES**

Consultant shall complete necessary field and literature investigations to provide Agency and ODOT environmental documentation and permits required for completion of this Project. Consultant shall complete the following environmental investigations, documentation, and permits for this Project, unless marked as a CONTINGENCY TASK, which Consultant shall complete only following receipt of Contingency Task NTP from Agency:

- Environmental Prospectus
- Draft and Final NEPA CE and PCE Documentation (CONTINGENCY)
- Archaeological Resources Literature Review/Field Reconnaissance/Baseline Report Update
- Phase I Archaeological Investigation with Technical Report
- Phase II Archaeological Field Investigation
- Historic Resources Baseline Report Update
- Section 106 DOE & FOE (CONTINGENCY)
- Hazardous Materials Study and Services Update
- Shoulder Soil Investigation (Surface Soil Samples)
- Endangered Species Act (ESA) No Effect Memorandum
- Federal-Aid Highway Program ("FAHP") ESA Programmatic Documentation (CONTINGENCY)
- Scope to Determine if Project Must Address the Oregon fish Passage Law Update (CONTINGENCY)
- Fish Passage Plan (CONTINGENCY)
- Wetland/Waters of the U.S./State Fieldwork and Determination Memo Update
- Wetland/Waters of the U.S./State Delineation Report (CONTINGENCY)
- Wetland Functional Assessment Report (CONTINGENCY)
- Stream Functional Assessment (CONTINGENCY)
- USACE/DSL Joint Permit Application and DEQ 401 Certification (CONTINGENCY)
- DEQ 1200-CA Permit Application (CONTINGENCY)

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

Agency is responsible for obtaining all Rights-of Entry ("ROE"). Consultant shall not conduct any fieldwork outside of Agency right-of-way or property until all ROEs for private property have been obtained and are in field staff's possession.

## **3.1 NEPA CATEGORICAL EXCLUSION ("CE") AND PROGRAMMATIC CE ("PCE") AND SUPPORTING DOCUMENTATION**

Consultant shall provide technical assistance and services necessary to meet FHWA NEPA classification documentation requirements for NEPA Categorical Exclusion projects ("Class 2 Projects").

### **3.1.1 Environmental Prospectus (Environmental Scoping Documentation)**

The completed Environmental Prospectus Form demonstrates the best efforts to date and a snapshot in time of identifiable environmental considerations by documenting the potential environmental impacts of the Project on environmental resources within the project area of potential impact.

The Environmental Prospectus Form and the Project Vicinity Map are required by FHWA to meet NEPA requirements and determine the appropriate NEPA classification for the Project.

Consultant shall prepare a draft Environmental Prospectus Form meeting ODOT and FHWA requirements and standards by following ODOT's CE/PCE Procedures (located in Chapter 420 of ODOT's NEPA Manual) and in coordination with the ODOT Region Environmental Coordinator ("REC"). The draft Environmental Prospectus Form will be reviewed by the REC and sent back to Consultant, with a copy to Agency, for revisions as relevant.

Consultant shall incorporate revisions, if any, to the draft Environmental Prospectus Form and submit the revised draft Environmental Prospectus Form to the REC for approval and signature with a copy to Agency.

Consultant shall:

- Research all available desktop information and databases necessary to sufficiently address every section of the Environmental Prospectus Form. The draft Environmental Prospectus Form must be developed in compliance with the CE/PCE Procedures (located in Chapter 420 of ODOT's NEPA Manual) which are found on ODOT's Geo-Environmental Services ("GES") website here: <https://www.oregon.gov/ODOT/GeoEnvironmental/Pages/NEPA.aspx>. Incorporate the relevant information obtained from the research into the draft Environmental Prospectus Form as appropriate.
- Organize and attend one site visit to the Project area making sure to visit all areas of the Project to more clearly develop the draft Environmental Prospectus Form. A representative from Agency with sufficient Project information must be in attendance to describe the Project in full. Agency will provide a written description of the Project and conceptual design for inclusion in the draft Environmental Prospectus Form.
- Prepare the draft Environmental Prospectus Form and Project Vicinity Map using the information obtained from research and the Project description.
- Prepare draft Environmental Prospectus Form that describes the potential environmental impacts of the Project. The draft Environmental Prospectus Form must be completed using the most current ODOT template.
- Consult with ODOT and Agency staff, as needed and to determine if scoping notes are available from the ODOT REC, to complete the draft Environmental Prospectus Form.
- Environmental documentation in the draft Environmental Prospectus Form will cover the following disciplines if/as they are applicable to the Project.

- |  |   |
|--|---|
| • Aesthetics / Visual Resources                                | • Air Quality                               |
| • Biological Resources (Fish, Birds, Wildlife, Plants/Habitat) | • Environment and Archaeological Resources) |
| • Economic and Social Impact Considerations                    | • Energy Resources                          |
| • Environmental Justice Considerations                         | • Hazardous Materials and Sites             |
| • Land Use Compatibility / Permits Needed                      | • Noise Study / Mitigation                  |

- Public Parks / Recreation Resources
- Section 4(f) evaluation and documentation
- Traffic Analysis and Study Report
- Water Resources / Water Quality / Stormwater
- Right-of-Way Needs (Permanent and Temporary)
- Section 6(f) identification and coordination with Oregon Parks and Recreation documentation
- Wetlands and Waters of the State/US
- Draft Environmental Prospectus Form will include a recommended NEPA category (checkbox) for the Project (i.e., PCE, CE).

ODOT will be responsible for finalizing the Environmental Prospectus Form and any coordination that might be needed with FHWA.

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

Consultant shall prepare and submit:

- One electronic copy of the Draft Environmental Prospectus Form and Project Vicinity Map to ODOT and Agency for review per Task 1 Project Design Schedule.
- One electronic copy (PDF) of the Final Environmental Prospectus Form and Project Vicinity Map to ODOT and Agency 2 weeks following receipt of draft review comments.

### **3.1.2 RESERVED**

### **3.1.3 Final NEPA CE and PCE Documentation**

Consultant shall compile data completed in tasks 3.2 through 3.7 to complete a draft PCE Approval or CE Closeout Document and submit to ODOT and Agency for review and approval. Consultant shall coordinate with ODOT and Agency on compiling data completed during Project development to deliver the draft PCE Approval or CE Closeout Document to ODOT and Agency to finalize and approve.

Only after all relevant tasks 3.2 through 3.7 have been completed and approved by ODOT can this task be completed. In the draft PCE Approval or CE Closeout Document, Consultant shall follow the specific protocols in the CE/PCE Procedures (located in Chapter 420 of ODOT's NEPA Manual) to complete drafts of the following:

- After ODOT and Agency has accepted tasks 3.2 through 3.7, complete each of the resource narrative sections using protocols and standard language contained in the CE/PCE Procedures (located in Chapter 426 of ODOT's NEPA Manual).
- Include the supporting documents required as per the CE/PCE Procedures (located in Chapter 420 of ODOT's NEPA Manual), as applicable to the Project (e.g. Endangered Species Act ("ESA") approvals, cultural resources documentation, hazardous materials, etc.). If submittal of the draft PCE or CE document requires supporting documentation not developed under this SOW, it will be provided by ODOT or APM.

ODOT and Agency will review all draft PCE Approval and CE Closeout documents, send back to Consultant for any revisions needed. ODOT will approve, on behalf of FHWA, the accepted PCE Approval document as per the PCE Agreement, or ODOT will submit the accepted CE Closeout Document to FHWA Oregon Division for FHWA review and approval.

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

Consultant shall prepare and submit:

- One electronic copy of the Draft PCE Approval or CE Closeout Document and supporting documentation to ODOT and Agency for review per Task 1 Project Design Schedule.
- One electronic copy of the Final ODOT accepted Draft PCE Approval or CE Closeout Document and supporting documentation to ODOT and Agency 2 weeks following receipt of draft review comments.

### **3.2 ARCHAEOLOGICAL RESOURCES**

All archaeological sub tasks must be completed by registered professional archaeologists who meet the Secretary of the Interior's professional standards for Archaeology (36 CFR 61, Appendix A) (<https://www.doi.gov/pam/asset-management/historic-preservation/PQS>) and who have been "qualified" through the ODOT Cultural Resources Consultant Qualification Training Program.

#### **3.2.1 Literature Review/Field Reconnaissance/Baseline Report Update**

The purpose of this task is for Consultant to conduct an update to the archival and background research previously performed for the Agency in combination with field reconnaissance to determine the presence or absence of high probability landforms or archaeological sites within the Area of Potential Effects ("APE") and to make recommendations for further archaeological review.

Consultant shall conduct a Literature Review for the APE, and include a description of the APE, detailed historic context and ethno-historic information, methodology, recommendations for future work, detailed bibliography, maps, and photos. Consultant shall provide the ODOT Archaeologist with a minimum of 5 days advance notice prior to Field Reconnaissance.

Consultant shall examine the following:

- the State Historic Preservation Office ("SHPO") database in Salem, OR; appropriate Tribal Historic Preservation Office ("THPO") database if APE is within a recognized reservation boundary;
- General Land Office ("GLO") maps;
- Sanborn Fire Insurance Maps;
- Other records archives (i.e. historical societies; tribal archives) for known/potential prehistoric and historic archaeological resources within a one mile radius of the APE.

Field Reconnaissance must include a pedestrian survey. Consultant shall conduct pedestrian surveys within the APE and must include areas where ground will be disturbed by Project construction including temporary access roads, as well as staging areas, material sources, disposal sites, detours, etc.

Pedestrian survey methods must be consistent with the latest updated SHPO guidelines. The recommended maximum spacing of transects is 20 meters apart and may vary depending on terrain features or ground visibility. Consultant shall determine transect spacing based on professional judgment to ensure that all probable site locations are discovered. All cultural resources observable on the surface and in exposed subsurface profiles must be identified and recorded. Field Reconnaissance must enable Consultant to identify areas of high and low probability for archaeological resources and to determine the appropriate level of survey or subsurface exploratory probing.

Consultant shall prepare a Baseline Report that must contain the following:

- A completed Oregon SHPO Archaeological Report Cover Page
- A purpose statement and full Project description including:
  1. ODOT Key Number and Federal Aid Number
  2. Location and legal description
  3. General environmental description
  4. Historic context
  5. Proposed construction activities



6. Defined APE and APE map
7. Total acreage of impact
- Results of SHPO/THPO database search including:
  1. Brief summary of previous archaeological research completed within one mile of APE
  2. Brief summary of recorded archaeological features within one mile of APE; include eligibility discussion if available.
- Results of GLO and Sanborn map review including:
  1. Brief summary of features (trails, buildings, etc.) depicted on maps and within APE; include eligibility discussion if available.
- Description of pedestrian survey methods including date of survey, types of transects used, and names and duties of personnel conducting the survey
- Findings of pedestrian survey including ground conditions (percent visibility) and difficulties encountered, if any
- Identification of areas of high and low probability for archaeological resources within APE
- Recommendations for appropriate level of additional survey and subsurface exploratory probing, if any
- Site and isolate forms (hard copies) for newly discovered archaeological sites and isolates. Consultant shall also complete the SHPO online site form.
- List of references cited
- Location map at 1:24,000 scale; aerial image (Google map acceptable) showing APE; and representative digital images of current conditions within APE.

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

Consultant shall prepare and submit:

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

### **3.2.2 Phase I Archaeological Investigation with Technical Report**

A Notice to Proceed is required from the ODOT archaeologist to perform this task. The purpose of this task is for Consultant to establish the presence or absence of archaeological sites in, or eligible for the National Register of Historic Places ("NRHP"), which may be in the APE for the Project. Investigations under this task must comply with Guidelines for Conducting Field Archaeology in Oregon, The Phase I investigation must comply with the latest updated SHPO guidelines and the latest updated SHPO guidelines for Reporting on Archaeological Investigations. These investigations must include pedestrian survey or subsurface exploratory probing or both, as applicable. Subsurface probing must be conducted in areas where ground visibility is low and in areas of high probability for archaeological resources, unless documented proof of previous fill is available i.e. as-builts/geomorphological work. It is assumed that the

Consultant shall conduct record searches and literature review for the APE provided by ODOT or Agency and a one mile radius, prior to any fieldwork. Consultant shall, at a minimum, examine the following databases and documents:

- the SHPO database in Salem, OR;
- appropriate Tribal Historic Preservation Office ("THPO") database if APE is within a recognized reservation boundary;
- General Land Office maps;
- historic topographic maps;
- Sanborn Fire Insurance Maps;
- Other records archives (i.e. historical societies; tribal archives) for known/potential

prehistoric and historic archaeological resources within a one mile radius of the APE.

Consultant shall conduct pedestrian field surveys within the APE and must include areas where ground will be disturbed by Project construction including temporary access roads, as well as staging areas, material sources, disposal sites, detours, etc. Consultant shall provide the ODOT Archaeologist with a minimum of 5 days advance notice prior to conducting a pedestrian survey. Pedestrian survey methods must be consistent with the latest updated SHPO guidelines. The recommended maximum spacing of transects is 20 meters apart and no more than 30 meters apart; and may be as close as 10 meters apart vary depending on terrain features or ground visibility. Consultant shall determine transect spacing based on professional judgment to ensure that all probable sites are discovered. All cultural resources observable on the surface and in exposed subsurface profiles during the inventory must be identified and recorded.

Consultant shall obtain all required excavation permits and conduct subsurface exploratory probing in the APE. Consultant will obtain up to one SHPO permit covering up to three public landowners and up to two archaeological sites. Copies of the draft excavation permits must be provided to the ODOT Archaeologist prior to submittal to SHPO. Consultant shall provide the ODOT Archaeologist with a minimum of 5 days advance notice of exploratory probing. Subsurface Exploratory Probing field methodology must be consistent with the latest updated SHPO guidelines.

Ground penetrating radar (GPR) may be used to confirm whether tracks remain beneath the pavement of Portland Avenue.

Consultant shall excavate up to 8 shovel probes. Probing must be based on an established research design. Probes must be at least 30cm in diameter and dug to sterile (at least two levels void of cultural material) or to 50cm and two sterile levels where possible, or as appropriate based on varying field conditions. Materials must be screened with a 1/8-inch mesh screen (1/4-inch as needed, see SHPO guidelines).

Augering may be used, to establish soil stratigraphy or depth of archeological deposits and may be incorporated into the research design, if approved by ODOT Archaeologist. Materials must be screened with a 1/8-inch mesh screen.

Consultant shall prepare Phase I Archaeological Investigation Report. The Report must include:

- A purpose statement and full Project description including:
  1. ODOT Key Number and Federal Aid Number
  2. Location and legal description
  3. General environmental description
  4. Historic context
  5. Proposed construction activities
  6. Defined APE and APE map
  7. Total acreage of impact
  8. Anticipated direct, indirect and cumulative impacts
- Results of SHPO/THPO data base searches including:
  1. Brief summary of previous archaeological research completed within one mile of APE with eligibility description if available.
  2. Brief summary of recorded archaeological features within one mile of APE with an eligibility description if available.
- Results of GLO and Sanborn map review including:
  1. Brief summary of features (trails, buildings, etc.) depicted on maps and within APE
- Discussion of ethno-historic information and historic context of APE and surrounding environment

- Description of pedestrian survey methods including date(s) of survey, types of transects used, and names and duties of personnel conducting the survey
- Results of pedestrian survey including ground conditions (percent visibility) and difficulties encountered, if any; descriptions of any archaeological artifacts encountered and other pertinent information
- Description of subsurface exploratory probing methodology including date(s) of probing, and names and duties of personnel completing probes
- Results of subsurface exploratory probing, including descriptions of soil conditions and any archaeological artifacts encountered and other pertinent information. Negative findings must be reported also
- Summary of Tribal consultation(s), to be provided by ODOT or Agency
- A summary with recommendations that must include a discussion of the site(s) identified and whether or not they meet NRHP criteria and maintain integrity
- List of references cited
- Location map at 1:24,000 scale; aerial image (Google map acceptable) showing APE; and representative digital images of current conditions within APE
- Site forms and isolate forms (hard copies) for newly discovered archaeological sites and isolates. Consultant shall also complete the SHPO Online Site Form
- Site update forms for previously identified archaeological sites
- A modified Determination of Eligibility (DOE), a maximum of 2-3 pages long, must be included in the Appendix for historic sites with no subsurface component. This Appendix must include a short discussion on Boundaries (vertical and horizontal), Integrity as well as Statement of Significance and discussion of the NRHP Criteria. Consultant shall provide enough information to write a detailed DOE.
- Maps, photos and an artifact catalogue

Establishing eligibility without testing for prehistoric sites may be difficult; however, this is possible with historic sites if sufficient historic documentation is provided. Please refer to SHPO guidelines.

Consultant shall provide final Phase I Technical Report and site forms in PDF format; digital images of each photo and illustration; raw GPS files (\*.ssf and \*.cor), and edited GIS files (\*.shp, \*.shx, and \*.dbf).

Assumption:

- No deep impacts are proposed in the previously graveled former laydown area that is south of the Clackamas River and west of the WES treatment plant. Grading will be within previously disturbed soils.

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

Consultant shall prepare and submit:

- One electronic copy (in WORD format) of the Draft Phase I Technical Report with site forms (and isolate forms, if applicable) to ODOT and Agency for review per Task 1 Project Design Schedule.
- One electronic copy (in PDF format) of the Final Phase I Technical Report with site forms (and isolate forms, if applicable) to ODOT and Agency 2 weeks following receipt of draft review comments.

### **3.2.3 Phase II Archaeological FIELD Investigation (CONTINGENCY TASK (Requires separate NTP from APM))**

Cultural sites have been identified during the Phase I study, and a Phase II investigation may be required. Phase II investigations must be used to establish NRHP eligibility, which includes establishing vertical and horizontal site boundaries. Investigations under this task must comply with the latest updated SHPO guidelines for conducting field archaeology in Oregon and the latest updated SHPO guidelines for Reporting on Archaeological Investigations.

Consultant shall:

- Review information from the Phase I investigations.
- Develop a draft investigation plan showing:
  - APE
  - Areas of previous disturbance;
  - Previously recorded site(s);
  - Areas where cultural materials were discovered (Phase I investigation);
  - Probable boundary of new sites;
  - Proposed locations of each Shovel Test Unit (“STU”), Excavation Unit (“EU”) or other subsurface investigation;
  - Proposed locations of remote sensing;
  - Location of additional transects; and
  - A comprehensive research design

Consultant shall submit the draft investigation plan to ODOT Archaeologist for approval before starting fieldwork.

Consultant shall obtain all required permits (i.e. SHPO) for subsurface investigations and submit draft copies to the ODOT Archaeologist for review. Consultant shall provide the ODOT Archaeologist with a minimum of 5 days advance notice prior to Phase II testing. Consultant shall conduct subsurface investigations within the APE.

### **Subsurface Investigation**

Consultant shall conduct an intensive inventory and subsurface testing program to identify site boundaries and assess site significance. STUs must be based on the approved investigation plan.

Consultant shall excavate up to four STUs. At a minimum, the subsurface testing program must include STUs excavated at 10-meter intervals, or less as appropriate, across identified archaeological sites to help determine the presence or absence of subsurface cultural materials, as well as to help define site boundaries.

STUs must measure 50x50cm square and must be excavated to a minimum of 50cm in depth (and two levels below sterile where possible). Larger or deeper STUs composed of abutting 50x50 cm units may be required and must be identified in the investigation plan. STUs must be excavated in arbitrary 10-cm levels and all sediments screened through 1/8-inch mesh hardware cloth. Special studies, such as obsidian sourcing and hydration analyses, can be conducted as part of the preliminary evaluation effort, only if previously agreed to with the ODOT Archaeologist. Collected materials must be curated at the State Museum of Anthropology, University of Oregon upon conclusion of laboratory analyses, unless other arrangements have been made and agreed to by SHPO. Consultant shall coordinate with the ODOT Archaeologist prior to shipment of artifacts.

Consultant shall map the archaeological site using GPS equipment, with reference to existing benchmarks or existing bridges for survey control. Consultant shall provide a technical report summarizing all identified archaeological materials and results of the record search and field studies. If significant cultural materials are recorded, recommendations for mitigation must be provided in the Report.

The Phase II Technical Report must include:

- A purpose statement and full Project description, including APE map, anticipated direct, indirect and cumulative impacts, location and total acreage, map reference, legal description, general environmental description, and the historic context by which sites shall be evaluated.
- Background information, including ethno-historic information and previous archaeological studies.
- A summary of previous archaeological research in the general area.

- Description of soils encountered, along with description of all features.
- Inventory and general analysis of artifacts.
- GPS datum(s).
- A thorough description of the field methods used, including types of transects used, difficulties encountered during the Project, and other pertinent information.
- A section on field methodology with maps showing placement of STUs.
- A section on findings, artifact descriptions, recommendations and a summary includes a discussion of the site(s) tested and whether or not it/they meet(s) the NRHP criteria and maintains integrity, and recommendations.
- A modified DOE, not to exceed 3 pages, must be included in the Appendix, for each site when attempting to establish eligibility. The DOE must include a short discussion on the Statement of Significance, as well as a discussion on Integrity, and discussion of each the NRHP Criteria.
- An artifact catalogue must be provided.
- Site forms and isolate forms for newly discovered archaeological sites and isolates and site update forms for previously recorded sites. Consultant shall also complete the SHPO Online Site Form.
- Names and duties of personnel conducting the inventory and dates of fieldwork.

Consultant shall provide the final report and site forms in \*.pdf format, digital images of each photo and illustration, raw GPS files (\*.ssf and \*.cor), and edited GIS files (\*.shp, \*.shx, and \*.dbf).

### **3.2.3 Consultant Deliverables and Schedule (Electronic and Hard Copy):**

Consultant shall prepare and submit (in WORD Format):

- Draft investigation plan, one hard copy, due 8 weeks following NTP.
- Final investigation plan, one hard copy, due 2 weeks following receipt of draft review comments.
- Subsurface investigation permits (i.e. SHPO), one hard copy, due before fieldwork starts.
- Draft Phase II Technical Report, one hard copy, due 8 weeks following completion of outside analysis.

### **3.2.4 - Geotechnical Monitoring (CONTINGENCY TASK (Requires separate NTP from APM))**

Geotechnical sampling may be needed within paved areas where there may be buried archaeological resources. An archaeological monitor shall observe geotechnical work where there is a risk of impact to an archaeological resource.

Consultant shall ensure a cultural monitor performs the following:

- Review cultural reports previously prepared for the Project, as well as for those projects in the Project vicinity, including a review of recorded sites.
- Obtain State or federal archaeological permit in advance of geotechnical work if isolates or other finds are considered likely, or if the construction schedule does not allow a delay for permit processing once construction commences.
- Maintain daily log of findings.
- Submit a Monitoring Report (in MS Word and .pdf) with the following:
  - Project description;
  - Map of APE;
  - Dates of monitoring and personnel who conducted monitoring;
  - General observations of monitoring conditions and results, with statement of probability of future inadvertent discoveries within APE;
  - SHPO archaeological site form, if there is a discovery during monitoring; and
  - Spatial data.

If cultural materials or human remains are discovered during monitoring, Consultant shall notify the APM immediately and comply with Section 00290.51 (a) and (b) of ODOT Standard Specifications for

Construction. Consultant shall contact Agency Archaeologist to determine any additional archaeological investigation requirements.

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

Consultant shall prepare and submit:

- Draft Monitoring Report (in MS Word and .pdf as necessary). Due to APM within 20 business days after completion of fieldwork.
- Final Monitoring Report (in .pdf) with SHPO coversheet and GIS Shapefile of monitored area and any resources identified.

## **3.3 HISTORIC RESOURCES**

All historic sub tasks must be completed by professional historians who meet the Secretary of the Interior's professional standards (<https://www.doi.gov/pam/asset-management/historic-preservation/PQS>) for architectural history or history (36 CFR 61, Appendix A) and who have been "qualified" through the ODOT Cultural Resources Consultant Qualification Training Program.

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

The purpose of the ODOT Historic Resource Baseline Report Update is to update the report previously prepared for the Agency, address resources that "aged in" since the original report was prepared, and identify and characterize the historic resource issues using APE to determine what may be impacted by a transportation project. The Historic Resource Baseline Report is a scoping report that is not intended to be a comprehensive technical report. As part of developing the Historic Resource Baseline Report, Consultant shall review the SHPO Statewide Inventory and conduct an on-site reconnaissance of the Project area.

Consultant shall prepare the Historic Resources Baseline Report which must include, but is not limited to:

- Project description and a description of the APE;
- Photographs of resources that are 45 years old or older that aged in since the original report was prepared;
- Descriptions of historic resources that are 45 years old or older, including a discussion of each potential NRHP eligibility (A-D); and
- Map that identifies the location of each potential historic resource within the APE

It is anticipated that up to 3 additional resources will be identified in the baseline report update.

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

Consultant shall prepare and submit:

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

### **3.3.2 Section 106 Determination of Eligibility ("DOE") (CONTINGENCY TASK (Requires separate NTP from APM))**

A DOE is a finding that a property meets the eligibility criteria (A-D) for inclusion in the NRHP. If requested by ODOT and Agency staff, then Consultant shall prepare draft and final DOE Reports for each historic resource that is considered potentially eligible for the NRHP. For authorized DOE Report(s), Consultant shall also prepare a Project Submittal Letter in ODOT-approved format.

Consultant shall prepare each DOE using the most recent ODOT form.

The DOE must include but is not limited to:

- Brief physical description of the resource and contributing and non-contributing features, including the history, significance and context of the resource, the design, setting, materials, workmanship, feeling, and association.
- Map showing the location and orientation of the resource and its historic boundary; and
- Photographs of the resource, including historic photographs and current photographs.

Consultant shall prepare DOE(s) for up to 3 resources. ODOT Cultural/Historic Resource Specialist will transmit the final DOE(s) to SHPO and will obtain the necessary concurrence documentation from SHPO.

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

Consultant shall prepare and submit:

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

### **3.3.3 Section 106 Finding of Effect ("FOE") CONTINGENCY TASK (Requires separate NTP from APM)**

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

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

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

- Narrative assessment of the Project's potential effects of the Project to the historic resource's qualities that make it significant and/or eligible or listed, including: physical destruction or damage; alteration or rehabilitation; removal; change of setting; introduction of visual, atmospheric or audible elements; neglect of a property; or transfer or sale of ownership; and
- Discuss alternatives to avoid or minimize adverse effects to the resource.

Consultant shall prepare FOE(s) for up to 3 resources. ODOT Historic Resource Specialist will transmit the final FOE(s) to SHPO and will obtain the necessary concurrence documentation from SHPO.

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

Consultant shall prepare and submit:

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

## **3.4 HAZARDOUS MATERIALS**

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

Performance of this task must be in accordance with ODOT's HazMat Program Manual (see Section B list) and applicable industry standards. Deliverable submittals must be in an electronic format (Word and PDF).

The purpose of this task is to facilitate Agency compliance with environmental regulations pertaining to site cleanup and waste management. The Services to be provided shall include:

- Conduct a Hazardous Materials Corridor Study to identify potential sources of contamination that could impact property acquisition or construction.
- Conduct geophysical surveys to identify potential underground storage tanks or buried debris.
- Collect surface soil samples from road shoulders to determine if the soil meets Oregon Department of Environmental Quality ("DEQ") standards for clean fill.
- Conduct site-specific subsurface investigations to determine if soil or groundwater are contaminated within the project corridor.
- Prepare contract bid documents for handling and disposal of contaminated materials.

#### **3.4.1 HAZARDOUS MATERIALS CORRIDOR STUDY UPDATE**

Consultant shall conduct an update to the Hazardous Materials Corridor Study ("HMCS") according to the following standards and guides:

- "Hazardous Waste Guide for Project Development", by the American Association of State Highway and Transportation Officials ("AASHTO") Special Committee on Environment, Archaeology and Historic Preservation.
- "ODOT Hazmat Program Procedures Guidebook," Oregon Department of Transportation.
- "Level 1 Corridor Study" report template, Oregon Department of Transportation.
- And the requirements listed below.

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

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

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

Consultant shall review DEQ files, available using DEQ's Facility Profiler web site at <http://deq12.deq.state.or.us/fp20/>, to determine whether contamination from adjacent facilities is likely



to impact project construction. Alternatively, this review may be conducted using commercially available database reports such as provided by EDR.

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

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

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

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

The resource(s) selected must, if possible, provide historic information regarding land use back to 1935 at 10 year intervals, or the Consultant must demonstrate that such information is not readily available.

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

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

Consultant shall prepare a HMCS report summarizing the information obtained through the activities listed above, using ODOT's Corridor Report Template available under "Guidance Materials" at <https://www.oregon.gov/odot/GeoEnvironmental/Pages/Haz-Mat.aspx>. The report shall include photographs documenting project corridor observations. The report must include conclusions that identify specific sources of contamination that could impact project construction and recommendations for further investigation, if needed.

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

- Draft HMCS report to REC and APM within 8 weeks following Notice to Proceed ("NTP").
- Final HMCS report to REC and APM within 1 week following receipt of draft review comments.

#### **3.4.2 (RESERVED)**

#### **3.4.3 (RESERVED)**

#### **3.4.4 (RESERVED)**

#### **3.4.5 - SHOULDER SOIL INVESTIGATION**

Consultant shall perform the following tasks to evaluate handling and disposal options for surface and near-surface shoulder soil within Project limits. This evaluation may involve the collection of surface and near-surface soil samples within the limits of the Project corridor for laboratory analysis. Comparison of the results of the analyses with the DEQ guidelines will determine whether surface soil excavated for Project construction can be handled and disposed as clean fill.

Shoulder Soil Investigations must be completed in accordance with the ODOT HazMat Program Manual (see Section B list).

#### **3.4.5.1 - SHOULDER SOIL INVESTIGATION WORK PLAN AND HEALTH AND SAFETY PLAN ("HASP")**

Consultant shall prepare a Shoulder Soil Investigation Work Plan and a HASP describing how to collect samples for Task 3.4.5.2 - Sample collection and reporting. The Shoulder Soil Investigation Work Plan must describe sample collection methods, sampling equipment, equipment decontamination, and handling and shipment of samples. Consultant shall complete the HASP in accordance with 29 CFR 1910.120, OAR 437-002-0100 et seq., and all other state and federal worker health and safety regulations applicable for Task 3.4.5.2 - Sample Collection and Reporting (see Section B list). The HASP must reflect the sampling and characterization activities described in the Shoulder Soil Investigation Work Plan. The HASP must cover the activities of all Consultant, subconsultant, and Agency employees. The HASP must include a traffic control plan, if needed.

Consultant shall obtain all required permits from Agency before initiating fieldwork activities and shall coordinate with the APM to do so.

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

- Draft Shoulder Soil Investigation Work Plan and HASP and APM within 4 weeks following finalization of HMCS.
- Final Shoulder Soil Investigation Work Plan and HASP to REC and APM within 1 week following receipt of draft review comments. Consultant shall not proceed with any fieldwork activities under this task until after Consultant has received written authorization email from Agency.

#### **3.4.5.2 SAMPLE COLLECTION AND REPORTING**

Consultant shall collect surface soil samples from up to 6 locations with 3 locations on each side of the river. Consultant shall provide flagging and traffic control as needed to complete sample collection. At each location, Consultant shall collect samples at 0 feet and 6 feet from edge of pavement. Consultant shall obtain soil samples from 0-0.5 feet, 0.5-1.0 feet, and 1.0-1.5 feet below ground surface. Consultant shall mark the proposed sample locations in white paint and obtain utility locates for all locations. Consultant shall backfill sample locations with excavation spoils. Consultant shall generate no IDW. Consultant may dispose of equipment decontamination water on-site, unless indications of contamination (e.g., staining, sheen) were observed during sampling or equipment decontamination.

Consultant shall ship the discrete samples to Pace Analytical (formerly ESC Lab Sciences) in Mt. Juliet, Tennessee, where Pace Analytical shall composite them into as many as 6 groups based on depth and distance from edge of pavement. Analysis of the composite or grab samples must include analysis for the following:

- NWTPH-Dx, Method 8270 SIM PAHs, and may include NWTPH-Gx, Method 8151 herbicides, Method 8081 pesticides, Method 8082 polychlorinated biphenyls ("PCBs"), as identified by the HMCS.
- Total metals analyses must include cadmium, chromium and lead and may include antimony, arsenic, barium, copper, selenium, silver, zinc, and mercury as identified by the HMCS. Total metals must be according to Methods 6020, and 7471A as needed (see Section B list).
- Additional analytes identified by the HMCS.

Consultant shall submit samples using the state's chain-of-custody form, which must indicate that the laboratory shall bill Agency directly and must request a turnaround time of 5 business days. Consultant shall indicate on the chain-of-custody form that detection limits for each analysis must be below the clean fill screening levels set forth in DEQ's Clean Fill Determination Internal Management Directive document (see Section B list). Consultant shall ship samples under chain-of-custody procedures, such that the samples arrive at the laboratory undamaged. Agency will pay all shipping costs directly to the laboratory.

Consultant shall prepare a Shoulder Soil Investigation (“SSI”) report summarizing the results of this task. The report must include the following:

- Field observations, photographs, detailed sample locations, description of sampling methods, laboratory reports, figures showing Project site location and sample locations, and tables summarizing the analytical results
- Evaluation of the laboratory results compared to DEQ’s clean fill screening levels
- Conclusions that identify specific sources of contamination that could impact Project construction.
- Recommendations for handling and disposal of contaminated surface soil generated during construction.

**3.4.5.2 Consultant Deliverables and Schedule:**

- Draft SSI technical memorandum to REC and APM within 6 weeks following completion of Task 3.4.5.1 - Shoulder Soil Investigation Work Plan and HASP.
- Final SSI technical memorandum to REC and APM within 1 week following receipt of draft review comments.

**3.4.6 - (RESERVED)**

**3.4.7 - (RESERVED)**

**3.4.8 - (RESERVED)**

**3.4.9 - (RESERVED)**

**3.4.10 - (RESERVED)**

**3.4.11 - Site-Specific Investigation [Contingency Task (Requires separate NTP from APM)]**

If recommended in the accepted form of the Hazardous Materials Corridor Study (Task 3.4.1), Consultant shall collect subsurface soil and groundwater samples from within the Project Area. Consultant shall collect soil and groundwater samples (if groundwater is present at the target depth) for contaminant analysis and present the results in a Preliminary Site Investigation (“PSI”) report. The PSI report must include a description of soil and groundwater sample methods, laboratory analytical results, and conclusions regarding the presence or absence of subsurface Hazardous Materials contamination.

**3.4.11.1 - Site-Specific Investigation Work Plan and HASP [Contingency Task (Requires separate NTP from APM)]**

Consultant shall prepare a Site-Specific Investigation Work Plan and a HASP that describe how samples must be collected for Task 3.4.11.2 - Site-Specific Investigation Sampling and Reporting. The Site-Specific Investigation Work Plan must describe the number of borings, sample collection, sampling equipment, equipment decontamination, and handling and shipment of samples. Consultant shall complete the HASP in accordance with 29 CFR 1910.120 and OAR 437-002-0100 et seq., and all other state and federal worker health and safety regulations applicable for Task 3.4.11.2 - Site-Specific Investigation Sampling and Reporting (see Section B list). The HASP must reflect the sampling and characterization activities described in the Site-Specific Investigation Work Plan. The HASP must cover the activities of all Consultant, subconsultant, and Agency employees. The HASP must include a traffic control plan, if needed.

Consultant shall obtain all required permits from Agency before initiating fieldwork.

Consultant shall submit the draft Site-Specific Investigation Work Plan and draft HASP to the Agency for review and comment. Consultant shall prepare and deliver a final Site-Specific Investigation Work Plan and final HASP to Agency addressing Agency comments received.

**3.4.11.1 Consultant Deliverables and Schedule:**

- Draft Site Specific Investigation Work Plan and HASP to REC and APM within 4 weeks following Contingency NTP.
- Final Site Specific Investigation Work Plan and HASP to REC and APM within 1 week following receipt of draft review comments.

Consultant shall not proceed with any fieldwork activities under Task 3.4.11.2 - Site Specific Investigation Sampling and Reporting until after Consultant has received written authorization email from Agency.

**3.4.11.2 - Site-Specific Investigation Sampling and Reporting [Contingency Task (Requires separate NTP from APM)]**

Consultant shall conduct subsurface investigations within the Project area and collect soil samples from up to 4 direct push borings as described in the approved Task 3.4.11.1 - Site-Specific Investigation Work Plan and HASP. Consultant shall drill the borings to a depth of 5 to 25 feet below ground surface [this range must match the total excavation depth in the Project Area]. Consultant shall collect minimum of 2 soil samples from each boring, based on field observations. If Consultant encounters groundwater less than 25 feet below ground surface (i.e., total excavation depth), then Consultant shall collect 1 groundwater sample. Consultant shall field screen soil samples for volatile organic compounds ("VOCs") using a photo-ionizing detector ("PID"). Consultant shall provide flagging and traffic control as needed to complete drilling and sampling. Agency will obtain a right-of-entry permit for private property access if needed.

Consultant shall backfill all test bore holes according to ODWR regulations immediately following sample collection and shall fill the top 6 inches of each borehole with asphalt or concrete to match the existing pavement condition. Consultant shall place and temporarily store any IDW generated from Consultant's drilling and testing in 55-gallon drums on Agency identified property pending the results of laboratory analyses. Consultant shall mark the contents and date of accumulation on each drum. Consultant shall arrange for disposal of all drummed IDW at a licensed waste disposal facility.

Consultant shall analyze soil samples for contaminants of concern (COCs) identified during the HMCS, which may include:

- NWTPH-Gx;
- NWTPH-Dx;
- Method 8260B VOCs;
- Method 8270 SIM PAHs or SVOCs;
- Total RCRA metals;
- Add TCLP lead for any total lead results greater than 100 mg/kg.
- Additional analysis for Method 8151 herbicides, Method 8081 pesticides, Method 8082 PCBs may be required if identified as contaminants of concern in Task 3.4.1

Consultant shall analyze groundwater samples for COCs identified during the HMCS, which may include:

- NWTPH-Gx;
- NWTPH-Dx;
- Method 8260B VOCs; and
- Method 8270 SIM PAHs.

Consultant shall ship samples to a NELAC-certified laboratory. The laboratory analytical methods must meet DEQ's CFSLs listed in Tables 1 and 2 of the current DEQ document titled "Clean Fill Determinations." Consultant shall submit samples using the Agency-required chain-of-custody form, which must indicate that the laboratory shall bill Agency directly and must request a turnaround time of 5 business days. Consultant shall ship samples under chain-of-custody procedures, such that the samples arrive at the laboratory undamaged. Agency will pay all shipping and analysis costs directly to the laboratory.

Consultant shall prepare a Preliminary Site Investigation ("PSI") report that summarizes the results of this task. The report must include the following:

- Field observations, photographs, description of sampling, laboratory reports, figures showing Project site location and sample locations, and data tables summarizing analytical results
- Evaluation of the laboratory results in comparison to DEQ's clean fill screening levels and risk-based concentrations for construction and excavation workers
- Conclusions that identify specific sources of contamination that could impact Project construction
- Recommendations for handling and disposal of contaminated soil or groundwater that construction activities may generate

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

- Draft PSI report to REC and APM within 6 weeks following completion of Task 3.4.11.1 Site Specific Investigation Work Plan and HASP.
- Final PSI report to REC and APM within 1 week following receipt of draft review comments.

#### **3.4.12 - (RESERVED)**

### **3.5 BIOLOGICAL RESOURCES COMPLIANCE AND PERMITTING**

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

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

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

Consultant shall:

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

- Notify ODOT and Agency immediately if Consultant determines that an ESA determination of No Effect is no longer appropriate.

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

Consultant shall prepare and submit:

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

### **3.5.2 Federal-Aid Highway Program ("FAHP") ESA Programmatic Documentation**

Consultant shall coordinate and document compliance with the federal ESA for NMFS trust species and USFWS trust species using the FAHP ESA Programmatic. The FAHP ESA Programmatic is appropriate for most Projects with Federal-Aid funding. ESA documentation must be completed by a qualified biologist (as per Section B.3 of this SOW). All documentation for the Project design phase must follow procedures contained in the most recent version of the ODOT FAHP Programmatic User's Guide available on the ODOT Biology ESA website: (<http://www.oregon.gov/ODOT/GeoEnvironmental/Pages/ESA.aspx>). FAHP ESA programmatic documentation must be completed by an ESA qualified biologist as described above.

Consultant shall:

- Contact ODOT Environmental to facilitate early coordination with NMFS (and USFWS if applicable) according to Section 2.3 of the FAHP Programmatic User's Guide.
- Coordinate with the APM and ODOT biologist to complete the FAHP Project Stakeholder list as shown in Table 4 of the FAHP Programmatic User's Guide.
- Utilizing the latest template available on the FAHP Programmatic website, prepare and submit the Project Initiation Form to the REC for the Project.
- Contact the APM and ODOT biologist via phone or email for site-specific information on ESA species including but not limited to background reports and ORBIC special status species lists.
- Contact via phone or email ODA, ODFW, NMFS and/or USFWS if applicable for additional site-specific information on ESA species.
- Review all ESA information provided or obtained.
- Facilitate and attend 1 FAHP Initiation site visit with the ODOT, Agency, NMFS and/or USFWS if applicable) to discuss Project impacts, applicable FAHP Programmatic standards, and possible modifications to the Project to meet FAHP Programmatic standards; Consultant shall prepare site visit meeting notes that include topics discussed and recommendations.
- Coordinate with NMFS to determine if NMFS has any fish passage concerns on the Project and obtain verification from NMFS on the average active channel width in instances where the active channel width is not readily determinable; facilitate communication between ODFW and NMFS to document agreement on fish passage requirements for the Project.
- Prepare and submit all required FAHP Programmatic forms to Agency and ODOT REC for the Project, utilizing the latest templates available on the ODOT ESA website. In addition to the Stakeholder List and Initiation Form detailed above, the following forms are required as part of the FAHP Project Notification documents:
  - Initiation Form
  - Notification Form
  - Bridge Supplement
  - Additional Info
  - Additional Stormwater
  - Change Form (Contingency)

- Additional FAHP documentation may be required to receive approval for geotechnical drilling during early design phase. Submittals will include the same forms listed above and additionally the following forms:
  - Environmental Inspection
  - Project Completion Report

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

Consultant shall prepare and submit:

- Draft Site Visit Meeting Notes within 1 week of the meeting to APM and ODOT REC
- Final Site Visit Meeting Notes within 1 week of receiving comments to APM and ODOT REC
- Draft FAHP Programmatic Project Initiation Form within 2 weeks of Kickoff Meeting to APM and ODOT REC
- Final FAHP Programmatic Project Initiation Form within 1 week of receiving comments to APM and ODOT REC
- Draft and Final FAHP Programmatic Project Notification documents for geotechnical drilling (if required) per Task 1 Project Design Schedule to APM and ODOT REC.
- Draft FAHP Programmatic Project Notification documents per Task 1 Project Design Schedule to APM and ODOT REC
- Final FAHP Programmatic Project Notification documents 2 weeks of receiving comment to APM and ODOT REC

### **3.5.3 (RESERVED)**

### **3.5.4 (RESERVED)**

### **3.5.5 (RESERVED)**

### **3.5.6 (RESERVED)**

### **3.5.7 (RESERVED)**

### **3.5.8 Fish Passage Plan**

Consultant shall prepare 1 Fish Passage Plan. Meeting fish passage criteria is required at the Project site when:

- There are current or were historic NMF present at the Project site.
- Oregon's fish passage law will be triggered (OARs 635-412-0005 to 625-412-0040).
- There is habitat for NMF upstream of the Project site and providing passage at the Project location would provide a significant or cost effective benefit to NMF.
- The Project will not trigger the need for fish passage mitigation or a fish passage waiver.
- The Project will meet stream simulation or hydraulic fish passage criteria.

Consultant shall:

- Determine and document the new structure will meet ODFW's current fish passage criteria in the Fish Passage Plan.
- Prepare 1 draft fish passage plan in ODFW's form format and submit to ODOT and Agency for review.
- Revise the draft plan and submit the final fish passage plan to ODOT and Agency for approval of changes.
- Submit ODOT approved final fish passage plan to ODFW for review and concurrence.
- If ODFW requests changes to the plan, revise plan, get ODOT and Agency's approval to changes, and resubmit plan to ODFW.
- Provide ODFW concurrence documentation to ODOT and Agency.
- Incorporate fish passage requirements and ODFW concurrence documentation into permit documents and Project PS&E as applicable.

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

Consultant shall prepare and submit:

- Draft Fish Passage Plan (1 electronic MS Word copy) to ODOT and Agency for review per Task 1 Project Design Schedule
- Final Fish Passage Plan (1 electronic PDF copy) to ODOT and Agency within 2 weeks of receiving comments.
- ODOT approved Final Fish Passage Plan to ODFW at least 1 month prior to triggering even if the plan is straight forward; ODOT approved Final Fish Passage Plan to ODFW at least 3 months prior to the triggering action if it is a non-stream Fish Passage Plan or if the plan requires design exceptions.
- ODFW concurrence documentation to ODOT and Agency within 1 week of receiving concurrence from ODFW and include with permits as applicable.

### **3.5.9 (RESERVED)**

### **3.5.10 (RESERVED)**

## **3.6 WETLAND AND WATER RESOURCES**

Consultant shall research and prepare documentation necessary to satisfy the requirements of Section 404 of the Clean Water Act and Oregon's Removal Fill Law (ORS 196.795-196.990).

### **3.6.1 Wetland/Waters of the U.S./State Fieldwork Update**

Consultant shall update the previous fieldwork performed and complete a wetland field determination and ordinary high water mark "(OHWM)" demarcation for the Project Study Area ("PSA").

Consultant shall use available data (including but not limited to: soil surveys, aerial photos, National/Local Wetland Inventory maps ("NWI/LWI")) as well as data gathered in the field to document the presence or absence of wetlands within the PSA.

Consultant shall:

- Determine wetland boundaries within the PSA in accordance with the criteria and methods described in the *1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory Technical Report Y-87-1)* and appropriate Regional Supplements.
- Place flags in the field to show wetland and upland sample plot locations, the wetland boundaries, and the OHWM elevation of all jurisdictional surface waters. Assess the OHWM elevation using ODOT accepted field indicators. The 2 year flood event elevation (calculated) may be used in the absence of field indicators.. Label and number the flags to identify their function.
- Confirm no wetlands are present. If different from original study, prepare sketch maps of approximate wetland boundaries with numbering of flags or stakes.
- Ensure that field methods used and data collected meet the U.S. Army Corps of Engineers ("USACE") and DSL technical requirements for wetland delineations and ordinary high water demarcations. Collect and record wetland delineation data on approved wetland determination data sheets for possible inclusion with a wetland delineation report.
- Verify OHWM boundaries are unchanged from original study. If different, prepare sketch map of approximate OHWM boundaries concurrently with the wetland and OHWM field work with sequential numbering of flags or stakes to be provided prior to site survey for Project base mapping.
- Consultant shall notify Agency if wetlands are present and will be impacted.

If wetland(s) or waters(s) are impacted, Consultant shall collect field data during this task and use it for, and submit it with, the deliverables for Tasks 3.6.2, 3.6.3, or 3.6.4 as applicable.

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

Consultant shall prepare and submit:



- Flag the boundaries of wetlands and waters inside the PSA if different from original study.

### **3.6.2 RESERVED**

### **3.7 ENVIRONMENTAL PERMITS AND CLEARANCES**

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

#### **3.7.1 USACE/DSL Joint Permit Application ("JPA") and DEQ Section 401 Certification [CONTINGENCY TASK] (Requires separate NTP from APM)**

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

Agency will select the preferred design for the Project prior to the preparation of the JPA.

Consultant shall:

- Prepare JPA for a USACE Section 404 Nationwide Permit and a DSL General Authorization or General Permit, to authorize work within the jurisdictional waters and any wetlands found in the Project area.
- Provide pre-submittal coordination with representatives of the USACE and DSL to confirm permitting requirements and application procedures. Consultant shall coordinate and attend one pre-submittal site visit with DSL, USACE and DEQ to discuss the Project and address the resource agencies concerns.
- Verify that features and impacts are correctly identified for the permit application.
- Prepare all JPA required drawings, maps, photographs, site descriptions, and any additional information required by DSL or the USACE for inclusion in the JPA.
- Prepare narratives and descriptions on Project purpose and need and Project alternatives using Project development information provided by Agency as necessary to complete the JPA.
- Respond to questions or comments raised by the USACE, DEQ and DSL following the submission of the JPA. This task may include correspondence and clarification of the JPA in the form of telephone calls, letters, or e-mails, to clarify regulatory Agency concerns and to facilitate the issuance of the USACE and DSL permits for this Project. No regulatory Agency site visit or in person meetings will be required.
- Submit the complete JPA package to the DSL and USACE on behalf of Agency.
- Submit to DEQ a copy of the complete Joint Permit Application, Stormwater Management Plan, and provide a transmittal letter to DEQ requesting Section 401 Water Quality Certification for the Project.

All required wetland and waters mitigation will be satisfied with Payment-to-Provide or purchase of mitigation bank credits. On-site or off-site compensatory wetland/waters mitigation coordination and planning will not be required.

Due to the varied nature of post-submittal coordination, it is expected that Consultant shall not expend more than 8 hours for office review and coordination time for post-submittal coordination with DSL, USACE, and DEQ. Agency will be responsible for obtaining Land Use Planning Signature on the JPA. Agency will be responsible for payment of any associated fees for DSL, USACE, and DEQ to review and approve the submittals.

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

Consultant shall prepare and submit:

- Electronic copy of the Draft JPA Submittal Package to Agency for review per Task 1 Project Design Schedule.
- Electronic copy (PDF) of the Final JPA Submittal Package to Agency 2 weeks following receipt of draft review comments.
- Electronic copy of the Final JPA Submittal Package to both the DSL and USACE 2 weeks following receipt of draft review comments.
- Electronic copy of the Final JPA and Final Stormwater Management Plan to DEQ 2 weeks following receipt of draft review comments on the JPA.

### **3.7.2 Oregon Department of Environmental Quality (DEQ) 1200-CA Permit Application [CONTINGENCY TASK] (Requires separate NTP from APM)**

If the Project design results in an overall ground disturbance that is greater than one acre, a DEQ 1200-CA Permit will be required to be submitted through DEQ's YDO website portal.

Consultant shall provide pre-submittal coordination with representatives of the DEQ and Agency to confirm permitting requirements and application procedures. Consultant coordination includes correspondence in the form of telephone calls, e-mail, letters, and memos to document permit needs. Consultant shall assemble permit application materials including the application forms, plans, drawings, memos, details, and specifications to support the permit application.

Agency will be responsible for payment of any associated fees and submitting through the DEQ's YDO website. Agency will acquire Agency's Planning Department signature. Agency must be listed as applicant on the 1200-CA application.

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

Consultant shall prepare and submit:

- Electronic copy of the Draft 1200-CA Permit Application Package to Agency for review per Task 1 Project Design Schedule.
- Electronic copy (PDF) of the Final 1200-CA Permit Application Package to Agency 2 weeks following receipt of draft review comments.

### **TASK 3.7.3 DSL GENERAL AUTHORIZATION (CONTINGENCY TASK)**

Exploratory geotechnical drilling may be required during the early design phase. Consultant shall prepare documentation for DSL to approve exploratory geotechnical drilling work within jurisdictional Waters of the State, including but not limited to wetlands. Permit documentation includes General Authorization forms for Oregon Removal/Fill Law. Consultant, by and through its biologist, shall coordinate with geotechnical team members for drilling activities to complete the drilling permit documentation. Consultant, by and through its geotechnical team members, shall provide all proposed drilling locations and Project description information to quantify and document wetland and waters impacts for the permit application. An Agency site visit is not expected under this task.

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

Consultant shall prepare and submit:

- Draft General Authorization Forms; within 3 weeks of identifying proposed drilling locations.
- Final General Authorization Forms; within 2 weeks of receiving ODOT comments.

### **TASK 3.7.4 USACE NATIONWIDE PERMIT AND DEQ 401 WATER QUALITY CERTIFICATION (CONTINGENCY TASK)**

Consultant shall prepare documentation for USACE and DEQ to approve exploratory geotechnical drilling work within jurisdictional Waters of the U.S., including wetlands. Permit documentation includes but is not limited to Nationwide Permit Application for Survey Activities. Consultant, by and through its biologist, shall coordinate with geotechnical team members for drilling activities to complete the drilling permit documentation. Consultant, by and through its geotechnical team members, shall provide all

proposed drilling locations and Project description information to quantify and document wetland and waters impacts for the permit application. An Agency site visit is not expected under this task.

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

Consultant shall prepare and submit:

- Draft Nationwide Permit Application; within 3 weeks of identifying proposed drilling locations
- Final Nationwide Permit Application; within 2 weeks of receiving ODOT comments.

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

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

##### **Applicable Standards:**

- ODOT's NEPA Manual addresses public involvement requirements for FHWA funded NEPA projects, specifically for Categorical Exclusions and Programmatic Categorical Exclusions in Oregon. The requirement, as interpreted for Oregon in the ODOT NEPA Manual, was approved in 2017 by FHWA Oregon Division. The ODOT NEPA Manual is available at:  
[https://www.oregon.gov/odot/GeoEnvironmental/Docs\\_NEPA\\_Manual/412.NEPA\\_Manual.pdf](https://www.oregon.gov/odot/GeoEnvironmental/Docs_NEPA_Manual/412.NEPA_Manual.pdf)

#### **4.1 (RESERVED)**

#### **4.2 PUBLIC INVOLVEMENT MEETINGS**

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

- 1 public involvement coordination meeting (1 hour length)
- 1 community open house meetings (in person and/or virtual)
- 1 city council meeting

Consultant shall document input received from the meetings and prepare written summaries and draft responses to public comments and questions. The Agency will review materials prior to distribution.

Consultant shall prepare the following for the meetings and the Agency's use to publish on its Agency website:

- project fact sheets,
- Update to existing bridge alternatives flyer,
- photos,
- aerial graphics,
- project drawings

Consultant will schedule and coordinate the location for the public meeting. City and Agency will advertise the meetings on their websites and through Agency social media. For budgeting purposes, it is assumed that up to 2 Consultant staff shall attend each 1.5 hour public and city council meetings.

##### **Assumptions:**

- Agency will provide PowerPoint presentations for community open house meeting and city council meeting if needed.
- To satisfy ODOT NEPA Manual requirements Agency will identify and develop strategies to effectively include underrepresented groups, such as Environmental Justice populations, in public involvement opportunities.

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

Consultant shall:

- Provide written meeting summaries electronically (in Word format) within 5 working days of each meeting to APM
- Provide electronic copy of each project information item prepared under Task 4.2 in draft and final format.
- For each meeting, provide up to 2 fact sheets, 4 concept plans on aerial graphics, 4 photos of similar structures, and 50 meeting flyers (for the public meeting only) 2 weeks prior to each scheduled meeting to be presented at each meeting.

#### **4.3 (RESERVED)**

### **TASK 5 UTILITIES**

Consultant shall perform the coordination of all utility facilities within the Project limits in accordance with the Oregon Utility Relocation Manual (available at:

<https://www.oregon.gov/ODOT/ROW/Pages/Utilities.aspx> under "Policies and Guidance").

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

#### **5.1 UTILITY LOCATION AND COORDINATION**

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

The utilities with potential facilities within the Project limits include:

- Portland General Electric
- NW Natural
- City of Gladstone water and sanitary
- City of Lake Oswego/Tigard water
- Comcast
- Lumen
- Verizon

It is assumed that only 5 utilities will be impacted by the project.

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

Consultant shall provide:

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

#### **5.2 UTILITY REPORT UPDATE**

Consultant shall update previous report and prepare final “Utility Report” for those utilities located within the Project limits. The “Utility Report” must include as many of the following items that are known and applicable:

- Description of utilities located within the Project limits
- Utility facility’s structure dimension
- Probable buried depth of cover or aerial lowest and highest height of wire
- General description of utility facility structure material
- Reliance upon other utilities in the vicinity (joint use facility)
- Description of the means used to verify facility location and limits of conflict (test hole data a.k.a. “pothole” verification)
- Proposed project construction requirements
- Potential utility conflicts
- Probable conflict resolution (relocation, adjustment concept, or protect in place)

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

Consultant shall provide:

- Draft Utility Report to be submitted with DAP Package under Task 13
- Final Utility Report to be submitted to APM within 10 business-days receipt of comments on draft document.

### **5.3 UTILITY COORDINATION MEETINGS [CONTINGENCY TASK] (Requires separate NTP from APM)**

To facilitate the development of each utility relocation plan, Consultant shall organize, conduct, prepare for and attend the following utility coordination meetings with utilities within the Project limits:

- Virtual utility kickoff meeting to begin utility coordination. The meeting must address known facilities, potential for impact, design alternatives to address conflicts, timing requirements for potential relocations, and initial information on reimbursable requirements
- Up to 2 individual meetings with potentially affected utilities. One virtual meeting each for a total of 5 virtual meetings and one on-site meeting each for a total of 5 on-site meetings is assumed.
- 1 on-site group utility meeting, to coordinate relocation plan, construction constraints, means and methods, work sequence and schedule limitations.

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

For budgeting purposes it is assumed that up to 2 Consultant staff shall attend each 3 hour meeting, including travel time.

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

For each meeting Consultant shall provide to APM:

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

### **5.4 UTILITY RELOCATIONS [CONTINGENCY TASK] (Requires separate NTP from APM)**

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

#### **5.4.1 Utility Notices**

For those utilities where no conflict is anticipated, Consultant shall provide a Project Notification [first notice per Oregon Administrative Rule (“OAR”) 734-055-045]. Consultant shall use the Project Notification letter template located at:

<https://www.oregon.gov/ODOT/ROW/Pages/Utility-Forms.aspx> (under “Local Public Agency

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

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

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

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

Consultant shall provide:

- Project Notification letter(s) and Conflict Notice(s) with enclosures to Utilities; due within 10 business days after submittal of DAP plans to Agency.
- 1 PDF copy of Project Notification/ Utility Conflict letters with enclosures to APM and State Utility Liaison (SUL).

#### **5.4.2 (RESERVED)**

#### **5.4.3 Review Utility Relocation Plans and Relocation Time Requirement Letters [CONTINGENCY TASK] (Requires separate NTP from APM)**

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

For those utilities that propose to attach to structures, Consultant shall provide guidance (e-mail acceptable) to the utility regarding Agency bridge accommodation policies and request protocol for bridge accommodation

Consultant shall obtain acceptance or rejection of the utilities request for bridge accommodation from APM.

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

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

Consultant shall provide:

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

#### **5.5 RESERVED**

##### **5.5.1 RESERVED**

##### **5.5.2 RESERVED**

#### **5.6 UTILITY CERTIFICATION [CONTINGENCY TASK] (Requires separate NTP from APM)**

Consultant shall complete and sign the Utility Certification (Form 734-5162) verifying that all utility work has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the physical construction schedule.

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

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

Consultant shall provide:

- 1 PDF copy of the Utility Certification sent to SUL for co-signature due 10 business days prior to PS&E.
- 1 PDF copy of signed Utility Certification form to be incorporated into PS&E package.

#### **5.7 RESERVED**

#### **Task 6 GEOTECHNICAL SERVICES**

Consultant shall conduct geotechnical field investigation(s) to supplement Agencies previous geotechnical investigation to explore the following:

- Surface and subsurface conditions in proposed improvement areas, including bridge foundations and retaining walls

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

#### **6.1 DATA REVIEW / RECONNAISSANCE**

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

Consultant shall review available existing information to evaluate the following:

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

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

- Existing published and unpublished literature from Agency, ODOT, federal, city, or county records
- Published geologic literature including geologic or hazard maps
- Previous geological and geotechnical reports from Agency, ODOT, federal, city, county, or other officials, consultants, groups or individuals pertinent to the Project
- As-built roadway plans (as available)
- Bridge plans and Foundation or Geotechnical Data Sheets
- Maintenance records

##### **Reconnaissance:**

Consultant shall conduct a geologic and geotechnical reconnaissance of the site consisting of up to 1 separate site visit. Consultant shall identify the following:

- Geologic conditions at the Project site, any geologic hazards present and their impacts to the proposed Project elements.

As part of the site reconnaissance work, Consultant shall:

- Observe surface conditions that may be indicative of subsurface conditions of concern, as well as past or ongoing geologic processes (e.g., areas of seeps or springs, erosion, unstable slopes, shallow groundwater, roadway settlement, offsets and depressions, existing earthwork performance, exposed soil and bedrock units).
- Identify site constraints, staging concerns (for exploration and construction).
- Identify potential exploration and monitoring locations.

- Locate geotechnical explorations and stake or paint on the ground proposed boring locations.

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

Consultant shall incorporate information from this task into deliverables for tasks 6.2 and 6.6.

#### **6.2 EXPLORATION AND TESTING WORK PLAN ("ETWP")**

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

The ETWP shall address the proposed drilling (geotechnical borings site access; exploration and sampling procedures; preliminary laboratory testing plan; safety plan; and the traffic control plan. The traffic control plan must address minor road encroachments as well as any lane or shoulder closures for activities associated with borings, and restoration of shoulders and other areas disturbed due to subsurface exploration activities, including erosion control measures.

Consultant shall comply with any and all environmental permits, including archeology clearance, and approvals prior to any geotechnical drilling work (as per ODOT Geotechnical Design Manual sections 3.8 and 3.8.4).

Consultant shall obtain required Right-of-Way Permits from Agency for exploration locations in public ROW prior to beginning field work. For borings in the Clackamas River, Consultant shall obtain environmental permits to allow the drilling.

Agency shall obtain required Right-of-Entry Agreement(s) from the property owner(s) prior to beginning field work, if required. Consultant shall provide a map to Agency identifying the approximate location of the proposed boring(s) on the parcel to support the ROE process.

#### **6.2 Consultant Deliverable and Schedule:**

Consultant shall provide:

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

#### **6.3 GEOTECHNICAL EXPLORATIONS**

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

Consultant shall perform all field explorations in conformance with the approved ETWP developed in task 6.2. When possible, Consultant shall coordinate traffic control and other subcontractors, such as drillers, to provide exploration Services for geotechnical explorations concurrently. Consultant shall follow all environmental permits and approvals prior to performing any exploration Services by drilling subcontractors. Consultant or their drilling contractor shall locate all underground utilities.

Once all environmental permits and approvals have been provided, consultant shall perform subsurface explorations to estimate and characterize the in situ soils and obtain design parameters for the purposes of addressing foundation support and other geotechnical or geological considerations for the following:

- Bridge foundations
- Retaining walls design and construction
- Slope stability
- Embankment subgrade
- Shallow excavations to estimate topsoil stripping depth for new earthwork



The anticipated subsurface explorations to be performed for the Project are shown in the following table:

EXPLORATION PURPOSE	EST #	DEPTH(S) OF EXPLORATION(S)	INSTRUMENT(S) TO BE INSTALLED
Bridge Foundation at North Abutment	1	Up to 70 ft	None
Bridge Foundation at Interior Bent (over-water drilling)	1	Up to 70 feet	None

Consultant shall provide an experienced Professional Engineer or Certified Engineering Geologist, licensed in Oregon to supervise the field operations for in situ data gathering.

The over-water boring will be advanced with a track-mounted drill rig using mud rotary drilling techniques. A barge will transport the drill rig to the boring location in the Clackamas River and support the drilling for the over-water boring. The boring will be drilled during the Clackamas River in-water work window (IWWW) of July 15<sup>th</sup> to August 31<sup>st</sup> which will require a crane to mobilize the barge and drilling equipment from the TriCity Wastewater Treatment Plant property due to insufficient river depth to float the barge into place.

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

- Boring locations that have restrictions must be performed in conformance with the permit requirements.
- Collect the drill cuttings and drilling mud in sealable steel drums and remove from the site, unless otherwise coordinated with Agency.
- The borings must be abandoned and backfilled according to Oregon Water Resources Department ("OWRD") regulations.
- All borings and core holes through pavement must be patched with cold patch asphalt emulsion, quick set PCC, or as approved by Agency.
- Borings must be completed by drillers appropriately licensed by OWRD

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

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

### **6.4 LABORATORY TESTING**

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

- Characterize the subgrade and subsurface soils
- Determine index properties
- Develop engineering soil parameters for the design and construction of bridge foundations, retaining walls, embankment design, slope stability analysis, or other geotechnical features
- Assist with determining engineering geologic unit boundaries
- Check field soil classification

The laboratory testing program must be performed in accordance with standard ASTM, AASHTO, Agency, and ODOT practices to include the following:

- Moisture/density;
- Atterberg limits;
- Gradation;
- Organic content;

- Consolidation;
- Compressive strength;
- Electrochemical tests (sulfate, sulfide, chloride, pH, , and resistivity). Other standard tests as required

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

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

### **6.5 RESERVED**

### **6.6 GEOTECHNICAL REPORT UPDATE**

Consultant shall perform analyses of the field and laboratory test data to develop geotechnical recommendations for design and construction of the proposed improvements and update the previous report and prepare a Draft and Final Geotechnical Report according to the ODOT Geotechnical Design Manual criteria for submittal to Agency for review. The Geotechnical Report must:

- Include design assumptions and calculations
- Include Photo Logs
- Include Comments regarding Special Provisions
- Summarize the geotechnical design and construction recommendations.
- Identify general specification criteria for the construction contract and provide recommendations for special provisions, if required.
- Summarize the results of the geotechnical analyses.
- Provide design recommendations for the bridge foundations, retaining walls, and embankment design.

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

Consultant shall provide:

- Draft Geotechnical Report in MS Word and PDF format to be incorporated into DAP delivered under task 13.
- Final Geotechnical Report in PDF format to APM within 2 weeks of receipt of comments from Agency.
- Electronic data provided in the following formats (due with draft Geotechnical Report):
  - Memoranda, letters, reports, etc. - Microsoft Office Suite, Adobe
  - CADD Files - MicroStation Design File (.dgn) format
  - Other files - in standard software file formats

### **6.7 GEOTECHNICAL CONSULTATION FOR FINAL DESIGN AND FOUNDATION/GEOTECHNICAL DATA SHEETS [CONTINGENCY]**

Consultant shall provide geotechnical support for the structural design of the bridge foundations and retaining walls during the final design phase including modifying the geotechnical design recommendations, and provide additional geotechnical conclusions and recommendations as needed. The design modifications and additional recommendations will be provided in a geotechnical memorandum or revised Geotechnical Report.

Consultant shall prepare up to 1 Geotechnical Data Sheet to be incorporated into the Advance and Final plan sheets.

Consultant shall review and support development of geotechnical related plans and specifications, such as bridge foundations, retaining walls, earthwork, and materials. The review comments shall be provided by emails, tracked changes in word documents, and comments on the plan sheets.

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

Consultant shall provide:

- Geotechnical memorandum or revised Geotechnical Report
- Geotechnical Data sheets to be incorporated into Advance and Final PS&E packages delivered under tasks 15.2 and 15.3.
- Review comments will be incorporated in the Advance and Final PS&E packages delivered under tasks 15.2 and 15.3.

## **TASK 7 HYDRAULICS RELATED SERVICES**

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

### **7.1 RESERVED**

### **7.2 HYDROLOGIC ANALYSIS**

The purpose of this subtask is to perform hydrologic analysis to determine appropriate flow rates for design of the temporary work bridge.

Consultant shall:

- Review the ODOT Hydraulic Manual and available hydrologic data sources to determine the most appropriate 25- and 25-year design flow for the proposed temporary work bridge.
- Analyze available stream gauge records to calculate flood frequency and flow duration values to support hydraulic analysis and design.

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

Consultant shall incorporate information from this task into deliverables for Task 7.4

### **7.3 HYDRAULIC ANALYSIS**

The purpose of this subtask is to perform a variety of hydraulic analysis in support of design, and provide hydraulic design recommendations related to the replacement and temporary work bridges, .

#### **Bridge Hydraulics**

Consultant shall:

- Create a model for up to 3 alternatives to simulate "Proposed Bridge" at water way crossing to determine water surface profiles, velocities, depths, and flow area for the various design flows.
- Create a model for up to 1 alternative to simulate a "Temporary Work Bridge" at water way crossing to determine water surface profiles, velocities, depths, and flow area for the various design flows.
- Provide waterway opening design recommendations for proposed and temporary bridges.
- Prepare Hydraulic data table for proposed and temporary bridges.

#### **Scour Analysis**

Consultant shall:

- Evaluate up to 2 bridge scour alternatives following ODOT guidelines and the methods as described in the Federal Highway Administration ("FHWA") publication HEC-18, Evaluating Scour at Bridges, and HEC-23, Bridge Scour and Stream Instability Countermeasures.
- Review past bridge inspection reports that might include evidence of past scour problems.

- Conduct a scour analysis using results from the hydraulic analysis including, evaluation of pier scour and contraction scour.
- Coordinate with the bridge and geotechnical engineers on the design of the bridge foundation
- Provide scour countermeasure design recommendations.
- Conduct supporting design calculations (e.g. riprap size calculations).
- Coordinate with bridge engineer on countermeasure design details.

### **Open Channel Hydraulics**

Consultant shall:

- Design revetment and bank stabilization for up to 3 alternatives following ODOT guidelines and the methods as described in FHWA publication HEC-11, Design of Riprap Revetment, and HEC-18, Evaluating Scour at Bridges.
- Provide waterway enhancement design recommendations for stream boulders, large woody debris, and/or bioengineered stream bank restoration.
- Perform calculations to predict the stability of waterway enhancements.

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

Consultant shall incorporate information from this task into deliverables for Task 7.4.

Consultant shall provide:

- A ZIP file containing HEC-RAS model files for Existing Conditions, Natural Conditions, and Proposed Conditions to the APM within 10 days following submittal of the Final Hydraulics Report.

### **7.4 HYDRAULICS REPORT**

The purpose of this subtask is to summarize the findings of the hydraulic related services and document the design recommendations.

Consultant shall prepare a draft version of the Project Hydraulics Report per ODOT Hydraulics Manual guidelines containing preliminary design recommendations for the hydraulic related services.

- Consultant shall prepare a final Hydraulics Report to reflect Agency's review comments and to include changes to hydraulic related design recommendations that need to be modified due to advancement of the overall Project design.

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

Consultant shall provide:

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

### **7.5 STORMWATER MANAGEMENT DESIGN**

The purpose of this subtask is to design stormwater systems for the conveyance and treatment of drainage in the Project.

### **Storm Sewer Conveyance**

The purpose of this subtask is to provide design of stormwater conveyance facilities that collect and carry highway runoff in conformance with: 1) ODOT's Federal Aid Highway Program Programmatic Biological Opinion and 2) any Agency requirements that are stricter than the Federal standards.

Consultant shall:

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

### **Roadside Channel Conveyance**

Consultant shall model ditches to calculate water surface elevation, depth, and velocity and provide channel lining design recommendations per HEC-15, Design of Roadside Channels with Flexible Linings.

### **Stormwater Quality Design**

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

Consultant shall:

- Define Contributing Impervious area.
- Delineate on-site drainage subbasins.
- Identify treatment Best Management Practice ("BMP") types applicable for the site.
- Identify potential locations to site facilities within and outside the existing R/W.
- Estimate facility size, type and space needs at each of the potential locations.
- Evaluate constraints to siting a stormwater facility (i.e.-drainage area, adjacent grades, roadway safety, presence of existing utilities, protected resource areas, etc.)
- Prepare up to 2 stormwater management strategies that combine potential stormwater facilities into a comprehensive solution for meeting the needs of the Project.
- Compare alternative stormwater management strategies and recommend a preferred strategy.

### **Stormwater Quantity Design**

The purpose of this subtask is to update previous stormwater report and provide design of stormwater management facilities that control quantity and flow rate of highway runoff per Agency standards and/or Federal Aid Highway Program Programmatic Biological Opinion, whichever standard is most strict.

Consultant shall:

- Define Contributing Impervious Area (“CIA”).
- Delineate on-site drainage subbasins.
- Identify potential locations to site facilities within and outside the existing R/W.
- Estimate facility size, type and space needs at each of the potential locations.
- Evaluate constraints to siting a stormwater facility (i.e. drainage area, adjacent grades, roadway safety, presence of existing utilities, protected resource areas, etc.).
- Prepare up to 2 stormwater management strategies that combine potential stormwater facilities into a comprehensive solution for meeting the needs of the Project.
- Compare alternative stormwater management strategies and recommend a preferred strategy.
- Provide written design recommendations in the Stormwater Design report (Task 7.6) for:
  - Pipe network and associated pipe sizes
  - Manhole diameter
  - Pipe material recommendations
  - Channel Lining
  - Stormwater outfall
  - Energy dissipator
- Provide documentation in the Stormwater Design report (Task 7.6) for up to 2 stormwater management strategies and include a recommended preferred strategy.

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

- Information from this task shall be incorporated into deliverables for Task 7.6.
- 30% Stormwater plans and cost estimate included in DAP (Task 13)
- Advance Stormwater plans, special provisions, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final Stormwater plans, special provisions, and cost estimate included in Final PS&E Package submittal (Task 15.3)

#### **7.6 STORMWATER DESIGN REPORT UPDATE**

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

- Consultant shall prepare a preliminary version of the Project Stormwater Design Report per Agency Roadway Standards and ODOT Hydraulics Manual guidelines containing preliminary stormwater facility design recommendations.
- Consultant shall prepare a final Stormwater Design Report to reflect ODOT and Agency review comments on stormwater facility design recommendations, changes to stormwater facility design due to advancement of the overall Project design, and supporting documentation of the final stormwater facility design.

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

Consultant shall provide:

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

#### **7.7 STORMWATER OPERATION AND MAINTENANCE (O&M) MANUAL (CONTINGENCY TASK)**

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

Consultant shall prepare up to 1 Draft Operation and Maintenance (“O&M”) Manuals, one for each stormwater facility anticipated for the Project, per Chapter 4, Section 4.6.6 of the Hydraulics Manual (latest edition).

Consultant shall prepare operational plans as outlined in Technical Bulletin GE 16-01 (B) titled “Stormwater Control Facility Operation and Maintenance Plan Development Drafting Guidance”.

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

Consultant shall provide:

- One copy of each Draft O&M manual in MS Word and Adobe “pdf” format to the APM with Advanced Plans.
- One copy of each draft operational plan in MicroStation format (CAD file) to the APM with Advanced Plans.

#### **7.8 RESERVED**

#### **7.9 RESERVED**

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

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

#### **8.1 RESERVED**

#### **8.2 RESERVED**

#### **8.3 RESERVED**

#### **8.4 PERMANENT SIGNING AND PAVEMENT MARKINGS**

##### **8.4.1 PERMANENT SIGNING AND PAVEMENT MARKINGS DAP DESIGN**

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

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

Consultant shall provide:

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

##### **8.4.2 PERMANENT SIGNING AND PAVEMENT MARKINGS PS&E DESIGN [CONTINGENCY] TASK, REQUIRES SEPARATE NTP)**

Consultant shall incorporate all comments received from the Agency during DAP review and prepare the advance permanent signing and pavement marking plans, specifications, and cost estimate to be included in the construction bid package.

Consultant shall incorporate or resolve all comments received from the Agency during advance plans review and prepare final permanent signing and pavement marking plans to be included in the construction bid package. Consultant shall finalize permanent signing and pavement marking technical special provisions and construction cost estimate as specified in Task 15.3.

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

Consultant shall provide:

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

#### **8.5 RESERVED**

#### **8.6 RESERVED**

#### **8.7 RESERVED**

#### **8.8 TRAFFIC CONTROL PLANS ("TCPs")**

##### **8.8.1 TRAFFIC CONTROL PLANS ("TCPs") DAP DESIGN**

Consultant shall prepare and submit PS&E for temporary traffic control to accommodate the public during construction. Consultant shall develop plans and specifications to accommodate bicycle and pedestrian traffic during construction. ODOT or Agency standard plans must be referenced where possible.

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

Consultant shall prepare a Temporary Pedestrian Accessible Route Plan ("TPARP") as part of the TCPs. The TPARP must include a pedestrian route through or around each work area that is equal to or better than the route that was there before construction.

TCPs must meet MUTCD, ODOT, and Agency requirements.

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

Consultant shall provide:

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

##### **8.8.2 TRAFFIC CONTROL PLANS ("TCPs") PS&E DESIGN [CONTINGENCY] TASK, REQUIRES SEPARATE NTP)**

Consultant shall incorporate all comments received from the Agency during DAP review and prepare the advance TCP plans, specifications, and cost estimate to be included in the construction bid package.

Consultant shall incorporate or resolve all comments received from the Agency during advance plans review and prepare final TCP plans to be included in the construction bid package. Consultant shall finalize TCP technical special provisions and construction cost estimate as specified in Task 15.3.

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

Consultant shall provide:

- Advance TCPs, special provisions, and cost estimate included in Advance PS&E submittal (Task 15.2)



- Final TCPs, special provisions, and cost estimate included in Final PS&E Package submittal (Task 15.3)

## **TASK 9        RESERVED**

## **TASK 10        MULTIUSE PATH DESIGN UPDATE**

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

### **10.1    DESIGN CRITERIA UPDATE**

Consultant shall update previous criteria and prepare draft and final design criteria. Design criteria must be consistent with ODOT's Bicycle and Pedestrian Design Guide. Consultant shall present the design criteria in a table or matrix format listing all conditions, assumptions and minimum standards for the roadway design elements of the Project. This includes the following:

- Determine design speed
- Determine pedestrian and ADA design considerations
- Determine bicycle design considerations
- Determine sight distance considerations
- Determine cross slope, horizontal curves, and super-elevation
- Determine maximum grade, vertical curves
- Determine cross section elements:
  - Number and width of multiuse path
  - Shoulders
  - Sidewalks
  - Side slopes
  - Ditches or swales (drainage facilities)

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

Consultant shall provide:

- Draft design criteria electronically to APM within 2 weeks from Notice to Proceed ("NTP").
- Final design criteria electronically to APM within 2 weeks from receipt of Agency comments.

### **10.2    CONCEPT PLANS/ALTERNATIVE ANALYSIS**

Consultant shall work with Agency to develop up to 2 alternatives for the multiuse path alignment and cross section based on initial solutions and to accommodate a work bridge, suggestions from the Agency, and current Agency and AASHTO design standards.

Consultant shall develop each alternative to concept level design sufficient to establish construction limits, quantities and major construction activities. Each alternative must have horizontal and vertical alignment developed that meets minimum design standards. Consultant shall prepare a conceptual drawing for each alternative. The drawing must utilize a GIS or topographic survey base map or corridor roll plot on an aerial map at a scale of 1"=30'. Geometric design elements that do not meet design standards must be identified as needing a design exception.

Consultant shall analyze each alternative and determine the potential benefits and impacts associated with construction of the proposed alternative. Potential benefits and impacts to be considered include, but are not limited to, right of way, access, safety, utilities, permitting and environmental.

Consultant shall prepare a construction cost estimate for each alternative that includes the major construction items and quantities that can be identified at this level of design detail.

Consultant shall prepare an Alternative Analysis technical memorandum that summarizes the results of analysis for each alternative. The memo must include a summary of the identified impacts and cost estimate associated with each alternative to allow Agency to determine which alternative to move forward to DAP.

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

Consultant shall provide:

- Alternatives Analysis technical memorandum and drawings to APM electronically (PDF) per Task 1 Project Design Schedule.

#### **10.3 MULTIUSE PATH DESIGN EXCEPTIONS [CONTINGENCY] TASK, REQUIRES SEPARATE NTP)**

Consultant shall prepare up to 1 draft Roadway Design Exception Request(s) for the Project. The Design Exception Request(s) must be prepared using the Agency's standard Design Exception Request form provided by the Agency. The final Design Exception Request(s) for the Project must be stamped and signed by the engineer of record. Agency will coordinate final approval of the Design Exception Request(s).

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

Consultant shall provide:

- 1 electronic copy in MS Word format to APM of draft Design Exception Request(s) with DAP from Task 13
- 1 electronic copy in MS Word and PDF format to APM of final Design Exception Request(s) no later than 2 weeks of receipt of comments from the Agency.

### **TASK 11 BRIDGE DESIGN**

Consultant shall perform preliminary structural analysis and design. Consultant shall base the general design upon the applicable sections of the AASHTO LRFD Bridge Design Specifications and the Local Agency Guidelines (LAG) for Certified Local Public Agencies (LPA). Consultant shall address other design requirements and costs conforming to AASHTO and Agency standards.

Deviations from these standards require prior approval by the Agency Project Manager (APM).

#### **11.1 BRIDGE TYPE, SIZE AND LOCATION ("TS&L) UPDATE**

Consultant shall update previous concept plans and perform an alternatives analysis to determine the type, size and location of the proposed bridge work. Consultant shall evaluate up to 3 alternatives consisting of the previously identified three-span precast concrete girders, three-span steel girder, and 2-span steel girder. The single-span steel truss alternative shall be discussed in the report but will not be advanced due to construction budget considerations. Consultant shall develop a recommendation of the structure type by using evaluation criteria such as cost, stage construction, speed of construction, environmental impacts, right-of-way requirements, durability. Waterway crossings shall be sized as determined by environmental permitting and hydraulic requirements, foundations shall be as recommended and in agreement with the required project geotechnical report. Consultant shall produce preliminary calculations to determine approximate sizes for superstructure and substructure elements.

Consultant shall address the following in the Bridge TS&L narrative:

- Type, size and location recommendation for the preferred structure type meeting statutory requirements and standards as agreed upon with the APM.
- Summary of the previous Bridge characteristics

- Outline of site-specific constraints, including but not limited to; topography, geology, hydrology, geotechnical, environmental and local constraints, requirements, and permits, right of way, utilities, and cost

Consultant shall prepare bridge concept plan sheets as listed below for each alternative (up to 6 sheets total):

- Plan and Elevation
- Typical Section

Consultant shall prepare quantity based cost estimates for the alternatives considered with a 30% contingency applied.

Consultant shall resolve any comments received on draft Bridge TS&L not incorporated into the final TS&L with the APM, and incorporate remaining comments into the Final TS&L report to be included with the DAP submittal.

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

Consultant shall provide:

- Draft Bridge TS&L for all alternatives considered including narrative, plan sheets and cost estimates to APM in accordance with the schedule of Task 1.
- Final Bridge TS&L for the recommended alternative including narrative, plan sheets and cost estimate into the DAP submittal delivered under Task 13.

#### **11.2 RESERVED**

#### **11.3 RESERVED**

#### **11.4 ADVANCE BRIDGE DESIGN [CONTINGENCY TASK (REQUIRES SEPARATE NTP FROM APM)]**

Consultant shall incorporate all comments received from the Agency during DAP review and prepare the advance bridge plans, specifications, and cost estimate to be included in the construction bid package. Consultant shall reference Agency and ODOT standard drawings, details, and other related drawings as applicable. Consultant shall prepare a completed Advance PS&E plan set with structural calculations ready for comment by the Agency and shall perform a Class II design check (as outlined in the ODOT BDM).

For the selected alternative, Consultant shall develop plan and elevation of the proposed structure extents. Associated grading work and outline of all structural components is to be completed at this stage of development. All non-standard details, materials, or other specialty works are to be defined and presented for approval and acceptance. Level of effort for updating the cost estimate and identifying applicable specifications is included in Task 15.1.

Consultant shall complete design and prepare bridge plans to be in the construction bid package to an Advance design level. The following bridge and structure plans are anticipated assuming a 3-span concrete girder superstructure:

- Plan and Elevation
- General Notes
- Foundation Plan
- Foundation Data Sheet
- Construction Sequence (Pour Sequence)
- Drilled Shaft Details
- End Bent 1 Plan and Elevation
- End Bent 4 Plan and Elevation

- End Bent Details
- Intermediate Bent 2 Plan and Elevation
- Intermediate Bent Details
- Wingwall Details
- Deck Plan
- Typical Sections
- Girder Details (4 sheets)
- Bearing Details
- Railing details

Consultant shall prepare/update bridge technical special provisions, construction cost estimate and advance bridge plans as specified in Task 15.2.

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

Consultant shall provide:

- Advance bridge PS&E documents as part of Task 15.2
- A Class II design check in quality assurance and calculation book.

#### **11.5 FINAL BRIDGE DESIGN [CONTINGENCY TASK (REQUIRES SEPARATE NTP FROM APM)]**

Consultant shall incorporate or resolve all comments received from the Agency during advance plans review and prepare final bridge plans to be included in the construction bid package.

Consultant shall finalize bridge technical special provisions, construction cost estimate and final bridge plans as specified in Task 15.3.

Consultant shall complete a Class II design check of the Final Plans, Special Provisions and estimate according to the BDM.

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

- Consultant shall provide final bridge PS&E documents with engineering seals affixed, submitted as part of Task 15
- Calculation book incorporating Class II design check.

#### **11.6 RETAINING WALL DESIGN (CONTINGENCY)**

Consultant shall prepare technical special provisions, construction cost estimate, and plans for one independent MSE fill retaining wall. This wall is assumed to be 150' long and up to 15' tall. Additional plan sheets for the wall are anticipated to include:

- MSE Wall Plan and Elevation
- MSE Wall Details

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

Consultant shall provide:

- DAP retaining wall documents as part of Task 13
- Advance retaining wall PS&E documents as part of Task 15.2
- Final retaining wall PS&E documents with engineering seals affixed, submitted as part of Task 15.3

## **TASK 12 PERMITS**

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

### **12.1 PERMIT RESEARCH UPDATE**

Consultant shall evaluate permit requirements for the Project. Consultant's evaluation shall include permit requirements from applicable federal, state and local public agencies with jurisdiction for the Project not included in Task 3.

Based on Project information and available local zoning and land use information, Consultant shall determine the required local land use, building, and transportation permits and processes applicable to the Project. The proposed construction activities for the Project are anticipated to occur entirely within the jurisdiction of the following permitting agency(ies): the City of Gladstone, and the City of Oregon City.

Consultant shall update the 2019 permitting considerations memorandum that details anticipated permits required, public agencies and the staff contacted, and cites respective code sections that require them. Consultant's permitting technical memorandum must outline the procedure for obtaining these permits and approximate timeframes associated with them. Consultant's permitting technical memorandum must include specific conditions listed in those code sections which may apply to the Project. Consultant shall contact by phone or email applicable City of Gladstone and the City of Oregon City planning staff members to verify the required permits, processes, standards, and criteria, although Agency should be aware that the Cities provide definitive information only after a pre-application conference. Consultant shall perform 1 set of revisions, if needed, after receiving Agency comments on draft Permitting Technical Memorandum.

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

Consultant shall provide to Agency:

- Draft Permitting Technical Memorandum submitted electronically in MS Word format, due with DAP Task 13 per Task 1 Project Schedule for DAP.
- Final Permitting Technical Memorandum submitted electronically in MS Word and PDF format, due 10 business days after receiving Agency comments on draft Permitting Technical Memorandum.

### **12.2 PERMIT ACQUISITION ([CONTINGENCY TASK; REQUIRES SEPARATE NTP FROM APM])**

Consultant shall initiate and attend one pre-application conference (phone, virtual meeting, or in-person) each with the City of Gladstone and the City of Oregon City planning staff to verify the required permits, identify code sections to be addressed, and determine the scope of drawings and supporting documentation required for each required permit application, which is anticipated to include:

City of Gladstone:

- Design Review Permit
- Habitat Conservation Area District Development Permit
- Flood Management District Development Permit
- Water Quality Resource Area District Permit

City of Oregon City:

- Natural Resources Overlay District Permit, Type II or Type III
- Flood Management Area Development Permit Type II or Type III

Consultant shall prepare a draft for each required permit type including application form, drawings, narrative, calculations, etc. addressing Project compliance with relevant standards of the local agency codes. Consultant shall request service provider letters, if required. Consultant shall submit draft permit

application(s), drawings and any other supporting documentation to Agency for review. Consultant shall modify the permit application(s), drawings and/or supporting documentation in response to Agency comments and submit a final application package for each required permit to the Cities of Gladstone and Oregon City.

Upon submittal of permit application materials to the Cities of Gladstone and Oregon City, Consultant shall answer questions regarding the application(s) during the permit review period.

Consultant shall provide coordination with APM. Consultant shall monitor permit application completeness review process, provide supplemental information as required, and review conditions of approval.

**Notes:**

- APM will provide all required signatures on application forms.
- Agency will provide payment of all required application or filing fees.
- Agency will post the site, if required

**12.2 Consultant Deliverables and Schedule**

Consultant shall provide:

- Draft Permit Application(s) submitted electronically in PDF format for Agency review due per Task 1 Project Schedule
- Final Permit Application(s) submitted electronically in PDF format to the Cities of Gladstone and Oregon City due 14 calendar days after receiving Agency comments.

**TASK 13 - DESIGN ACCEPTANCE PACKAGE (30%)**

The objective of the DAP is to identify the size of the Project footprint, required design exceptions, environmental impacts, NEPA classification and any required environmental permits prior to advancing needed environmental permit application(s), right-of-way acquisitions, and preparing the Advance and Final Plans. The DAP package is intended to be a complete deliverable with all submitted items completed to a well-defined state. Consultant shall develop the bridge and roadway alternative chosen in Task 10.2 and Task 11.1 by the Agency to prepare the DAP.

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

- Description of the purpose, need, and design solution for the Project;
- Summary of existing conditions, (i.e., Project location, roadway classification, lanes, ADT, posted speed, and other design standards pertinent to the Project);
- Summary of design exceptions that will be necessary
- Summary of multiuse path and bridge TS&L alternatives considered, including recommendations;
- Outline of Project constraints such as topography, environmental, permits, ROW, utilities and cost (NOTE: these may be executive summaries prepared by Consultant for other deliverables associated with this Project);
- Completed engineering survey with Digital Terrain Model prepared as used to develop Draft DAP plans.
- Environmental impacts and summary of proposed mitigation measures;
- Environmental permitting requirements identified;
- Utility conflicts;
- Public Involvement efforts;
- Description of geotechnical subsurface conditions;
- Draft Geotechnical Report;
- Draft Stormwater Management Plan;

- Draft Hydraulics Report;
- Draft and Final Structures Type Size and Location (TS&L) Report
- Description of proposed drainage features;
- Proposed ROW needs;
- Local permit needs;
- Proposed construction staging, temporary detours, and temporary protection and direction of traffic during construction;
- Design acceptance checklist

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

<b>Name of Sheet</b>	<b>Estimated # of Sheets</b>
Title sheet	1
Typical sections	2
Details	2
Temporary Pedestrian Accessible Route (TPAR) plan(s)	2
Construction staging	1
Multiuse path plans & profiles	4
Drainage/stormwater plan/profiles	1
Erosion control	3
Drainage/water quality details	1
Bridge TS&L plans	3
Sign and striping plans	2
Landscaping	3

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

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

For budgeting purposes it is assumed that up to 3 Consultant staff shall attend the 3 hour DAP Plan Review Meeting, including travel time.

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

Consultant shall provide:

- 1 electronic copy of DAP in PDF format to APM within per Task 1 Project Schedule.

- 1 electronic copy of written responses to DAP review comments to APM within 1 week of the DAP Plan Review Meeting.

#### **TASK 14 RIGHT OF WAY (“R/W”)**

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

- Right of Way Services Agreement specific to the Project
- “ODOT Right of Way Manual”
- “ODOT Guide to Appraising Real Property”
- “ODOT Local Agency Guidelines (LAG), Section C, Chapter 7”
- ORS 35, with reference to the “Uniform Appraisal Standards for Federal Land Acquisitions”
- Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (Uniform Act), as amended
- All other applicable laws, rules, and regulations

Consultant shall utilize all forms, spreadsheets, brochures and pamphlets referenced in the “ODOT Right of Way Manual” or as provided by Agency. Consultant shall use Agency letterhead and contact information to all the documents that are sent out.

Consultant shall track status for all parcel files to be acquired for R/W purposes in the format provided by Agency. Consultant shall coordinate the details of this process with the APM or Designee at the Project kickoff meeting.

For estimating purposes, up to 3 files are anticipated for this Project.

The County shall be responsible for the following items:

- Obtain Right-of-Entry Agreements for the purposes of preliminary engineering and environmental investigations.
- Obtaining and payment of title reports
- Payment of recording fees and payment to property owners.
- Issue General Information Notice(s) (“GIN”) and acquisition and relocation brochures.
- Obtain ODOT clearance for each property that is donated and shall prepare a closing packet to include written documentation informing the property owner of their right to just compensation, the executed Donation Agreement and Conveyance Document, original recorded documents and title insurance policy.
- Relocations.
- Mediation and condemnation proceedings.

#### **14.1 RESERVED**

#### **14.2 RESERVED**

#### **14.3 RESERVED**

#### **14.4 RIGHT OF WAY PROGRAMMING ESTIMATE UPDATE**

Consultant shall prepare a R/W programming estimate for use by Agency to program funds for property acquisition. Consultant shall obtain the most current version of the Programming Estimate form to be used on all State and federally funded projects from Agency. The programming estimate must include the Project name and county in which the Project is located and all Project R/W costs, including separate Consultant, Agency, and ODOT R/W costs as provided by Agency. The R/W programming estimate must include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all Items. The programming estimate must be submitted to the APM for review. Consultant shall alert



Agency if the estimate exceeds the Project budget and evaluate impacts to the R/W schedule. APM shall obtain estimate of ODOT costs for providing R/W oversight or other services agreed to in the Right of Way Services Agreement between Agency and ODOT.

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

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

Consultant shall provide:

- 1 draft Programming Estimate for delivery electronically APM per the schedule developed in Task 1 Project Management.
- 1 final Programming Estimate for delivery electronically to APM per the schedule developed in Task 1 Project Management.

**PLEASE NOTE:** Consultant shall not perform any Services described in Tasks 14.5 through 14.10 below until Agency issues NTP for the R/W phase of the Project.

#### **14.5 RESERVED**

#### **14.6 APPRAISAL AND APPRAISAL REVIEW**

Agency intends to acquire some permanent and temporary construction easements through an Administrative Determination of Just Compensation (ADJC) process for files that are valued less than \$15,000. ADJC will be determined through analysis and review of the sales used in the appraisal of the similar zoned properties.

Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and on ODOT's Qualified Appraisers List. Consultant shall provide the name(s) of the appraiser(s) to Agency prior to beginning work on this Task.

Consultant shall conduct an initial analysis to determine which files will need appraisals based on the property impact maps. Consultant will bring the results of the analysis to Agency ROW Manager and APM for discussion and decision. An appraisal will be needed for all files that are estimated to be valued above \$15,000.

Consultant shall provide one real estate appraisal for each property that does not qualify for an ADJC (or properties that constitute the "larger parcel" as described in the ODOT Right of Way Manual) from which an interest is to be acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the Agency and ODOT. It is estimated up to 2 appraisals may be required and Agency will develop remaining one (1) ADJC.

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

- Abbreviated or short form (Taking & Damages) appraisals for simple takings.
- Detailed (Before & After) appraisals for complex takings.

Consultant shall require appraisers to provide no less than fifteen (15) calendar day's written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on inspection of the property for appraisal purposes. This notice must be sent as specified by the ODOT Right of Way Manual. Consultant shall send this notice via certified mail with return receipt request. Proof of delivery will be kept in the parcel file.

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

Tenant owned improvements included in the acquisition must be identified and segregated in the appraisal.

Specialty reports, if necessary, must be provided to review appraiser for review and approval prior to incorporation in appraisal reports.

Consultant shall perform independent reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to Agency for final approval. It is estimated up to 3 appraisal reviews will be required.

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

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

Consultant shall provide:

- Up to three 15 Day Notice of Appraisal Inspection to each property owner within 4 weeks of NTP for the R/W acquisition phase.
- Up to three Report of Personal Interview, including date and place of contact, parties of interest contacted, a statement that a 15-Day Notice of Appraisal Inspection was mailed and delivered, and record of other activities conducted during the Appraisal to APM within 3 business days of request.
- The following Appraisal and Appraisal Review documentation, as applicable, in electronic format for each file to APM within 20 weeks of NTP for the R/W acquisition phase:
  - Value Finding/Taking and Damages Appraisal (for simple takings),
  - Detailed Before & After Appraisal (for complex takings),
  - Specialty reports, if necessary, prior to incorporation in appraisal reports.

#### **14.7 ACQUISITION SERVICES**

All R/W must be acquired in the name of Agency. Consultant shall conduct negotiations, on behalf of Agency, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on Appraisal Review and in accordance with the ODOT Right of Way Manual and all applicable state and federal laws and regulations.

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

Offer Packets must include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, copy of appraisal, map of acquisition, instruments of conveyance, and W-9 form. Each Offer Packet must contain all components necessary to fully compensate the property owner for rights taken and to convey adequate rights to Agency in order to clear the R/W for the Project.

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

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

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of R/W to Agency for final approval, payment, conveyance of title and recording.
- IF a COUNTEROFFER is received, Consultant shall contact Agency for discussion and approval or rejection. If accepted, Consultant shall generate a Final Report Packet for Agency final approval, payment, conveyance of title, and recording and a justification letter justifying the amount over just compensation.
- IF an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall maintain written Report of Personal Interview with property owners and tenants to document all verbal and written communication and events, such as: delivery of required notices, efforts to achieve amicable settlements, owner's suggestions for changes in plans, and responses to owner's counterproposals.

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

Consultant shall provide the following to APM within xx weeks of NTP for the R/W acquisition phase:

- Draft Offer Packet for review for each file to APM.
- Final Offer Packet for review and signature to APM.
- Final Offer Packet sent certified mail or delivered in person for each file.
- Final Report Packet for each file for payment, conveyance of title and recording to APM.
- If applicable, proposed counter offers with justification information for review and approval to APM.
- If applicable, Recommendation for Condemnation to APM.
- Report of Personal Interview to APM with 3 business days of request.

#### **14.8 RESERVED**

#### **14.9 RESERVED**

#### **14.10 R/W CERTIFICATION**

Consultant shall certify to Agency on the most current approved Certification form from ODOT that;

- Agency has legal and physical possession of needed R/W.
- Relocation assistance has been completed for all displaced persons and businesses, all personal property relocations are complete or will be complete by bid let date and that all displaced residential occupants have relocated and have been offered decent, safe and sanitary housing.
- All acquisition of R/W and relocation activities have been completed in full compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as currently amended as well as Oregon state laws, civil rights laws, and other applicable federal and state regulations and policies.

Consultant, in cooperation with Agency, shall submit the draft R/W Certification form to ODOT for review prior to Agency signature. Final R/W Certification will be signed by Agency and sent to ODOT for co-certification and processing.

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

Consultant shall provide:

- Draft R/W Certification form, 1 electronic copy (email acceptable) to APM no later than 10 weeks prior to Project PS&E date.
- R/W Certification form, 1 electronic copy (email acceptable) to APM no later than 8 weeks prior to Project PS&E date.
- Access to completed files for ODOT review. The nature and depth of the review is determined by ODOT. All files must be well organized and in auditable condition. Access to files shall be given at least two weeks prior to expected certification date.

#### **TASK 15 - PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E") [CONTINGENCY TASK (REQUIRES SEPARATE NTP FROM APM)]**

Consultant shall prepare plan sheets according to the following table:

Table 15

<b>Name of Sheet</b>	<b>Scale</b>	<b>Estimated # of Sheets</b>
Title sheet		1
Typical sections		1
Details		2
Temporary protection and direction of traffic and Temporary Pedestrian Accessible Route (TPAR) plan(s)		2
Construction staging		2
Multiuse path plans & profiles		3
Drainage plan/profiles		1
Erosion control sheets and details		5
Drainage and water quality details		3
Bridge plans		20
Sign and striping plans		2
Landscaping		5

#### **15.1 RESERVED**

#### **15.2 ADVANCE PS&E (90%)[CONTINGENCY TASK (REQUIRES SEPARATE NTP FROM APM)]**

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

##### Advance Plans:

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

Advance Special Provisions:

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

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

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

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

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

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

Advance Cost Estimate:

Consultant shall update the construction cost estimate quantities and unit costs utilizing Agency standard bid items to support the Advance Plans (the “Advance Cost Estimate”). Consultant shall prepare the estimate to include mobilization, contingencies, and construction engineering based on the percentages agreed to by both parties. The estimate must be based on unit prices utilizing Agency, ODOT, and Consultant historic bid information and anticipating a 2027 bid letting. Consultant shall prepare the final cost estimate using MS Excel or Agency required software. Advance Estimate shall have a contingency of 8% applied.

Construction Schedule:

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

Advance PS&E Revisions/Corrections:

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

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

**15.2 Consultant Deliverables and Schedule**

Consultant shall submit the following to the APM per Task 1 Project Schedule:

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

- Special Provisions changes and Agency concurrence
- Civil Rights request for goals worksheet

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

### **15.3 FINAL PS&E PACKAGE (100%)[CONTINGENCY TASK (REQUIRES SEPARATE NTP FROM APM)]**

Consultant shall prepare the Final PS&E package for bidding purposes. The final plans, Special Provisions, and construction cost estimate must incorporate all revisions agreed to and documented on the Advance PS&E Comment Log (Task 15.2). Final Cost estimates shall have a 3.5% contingency applied.

Consultant shall coordinate with the APM to ensure all deliverables listed on the most current version of the Certified Local Public Agency PS&E Submittal Completeness Checklist will be satisfied. Refer to the latest version of the CLPA PS&E checklist (Form #734-5182) at:  
<https://www.oregon.gov/odot/LocalGov/Pages/Forms-Apps.aspx>  
 [Check this link prior to submitting this document]

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

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

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

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

Description	To APM	
	Electronic	Paper
Unsigned Final Design Plans (11 x 17)	PDF	X
Project Special Provisions	MS Word & PDF	X
POR Certification with all Special Provisions sections stamped	PDF	
Signed Special Provision Integrity Certification	PDF	
Special Provision Summary Form	MS Excel	
Email from Civil Rights noting Applicable DBE goals and OJT hours	PDF	
Construction Cost Estimate (Agency Format)	PDF, .est & .dat, excel	X
Certified Local Public Agency Cost Estimate Form (ODOT Form 734-5096)	PDF, .est & .dat, excel	X
CPM Construction Schedule (11 x 17 in color)	PDF, MS Project format	X
Fuel Escalation Worksheet	MS Excel,	

	PDF	
Steel Escalation Worksheet	MS Excel, PDF	
NEPA Approval Documentation (delivered under Task 3)	PDF	
ROW Certification		
Utilities Certification (delivered under Task 5)	PDF	

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

- POR-signed Final Plans printed on 11 x 17 paper, 2 copies
- POR-signed Final Plans in PDF format with digital bookmarks matching Sheet Index

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

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

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

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

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

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

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

Consultant shall provide:

- Up to one electronic copy / copies (MS Word format) of the draft LPIF or EO with the Advance Plans.
- Up to one final LPIF or EO (one PDF file with the engineer’s signature and stamp, one original copy for signatures) 4 weeks prior to the PS&E due date.

#### **TASK 16 ADVERTISE AND AWARD ASSISTANCE [CONTINGENCY TASK (REQUIRES SEPARATE NTP FROM APM)]**

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

Consultant shall prepare up to 2 Contract addenda. Consultant shall submit the addenda to APM for review, acceptance and distribution to prospective bidders.

#### **16.1 QUESTIONS DURING ADVERTISEMENT**

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

Consultant shall, during the bidding process, assist the Agency with the communications with prospective bidders and suppliers in a manner that assures that no prospective bidder or supplier is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage. Consultant shall prepare a written log to document conversations and questions asked

by prospective bidders or suppliers and the answers provided to the Agency. Consultant shall maintain the written log in the Project file and provide upon request of the APM.

**16.1 Consultant Deliverables and Schedule**

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

**16.2 RESERVED**

**16.3 RESERVED**

**16.4 RESERVED**

**TASK 17 - EROSION AND SEDIMENT CONTROL**

**TASK 17.1 - EROSION AND SEDIMENT CONTROL DESIGN**

**TASK 17.1.1 - EROSION AND SEDIMENT CONTROL DAP DESIGN**

Consultant shall perform site analysis and develop a design concept narrative to ascertain Project requirements and propose conceptual design responses meeting the Project requirements. Consultant shall develop Erosion and Sediment Control narrative that describes basis for decisions on design including such factors as listed in the RUSLE method. Consultant shall use ODOT's Erosion and Sediment Quality Control Plan and BMPs (Best Management Practices) as identified in ODOT's Erosion Control Manual. Consultant provides Erosion and Sediment Control DAP Design with the understanding that supporting information (such as engineering plans) is incomplete and that revisions will be necessary. The Project footprint is expected to be under 1 acre, therefore the Agency's 1200-CA permit with DEQ will apply, but DEQ review will not be required, nor will separate sheets be developed for each phase of construction.

**17.1.1 Consultant Deliverables and Schedule**

- Erosion and Sediment Control site analysis and narrative. Due to APM with Task 13 DAP.
- Erosion and Sediment Control plans. Due to APM with Task 13 DAP.

**TASK 17.1.2 - EROSION AND SEDIMENT CONTROL PRELIMINARY DESIGN [RESERVED]**

**TASK 17.1.3 - EROSION AND SEDIMENT CONTROL ADVANCE DESIGN [CONTINGENCY TASK (REQUIRES SEPARATE NTP FROM APM)]**

Consultant shall prepare Erosion and Sediment Control Advance Design and plans based on Agency review comments and advancement of engineering design. Consultant shall coordinate the Erosion and Sediment Control Advance Design with roadway, structural and drainage designs, to provide complete and appropriate design information for construction of erosion and sediment control BMPs to meet applicable permit requirements for prevention of erosion and sedimentation that protects water quality. Erosion and Sediment Control ("ESC") designs must meet DEQ requirements for water quality. The Project footprint is expected to be under 1 acre, therefore the Agency's 1200-CA permit with DEQ will apply, but DEQ review will not be required, nor will separate sheets be developed for each phase of construction.

Where practical, Consultant's design must use biodegradable products that do not need removal rather than single-use products that must be removed from the site and disposed. Only bid items counted as 'EACH' are to be quantified on each plan sheet.

Consultant shall prepare Erosion and Sediment Control Preliminary Plans ("ESCP") that must include, as necessary:

- Roads and features for DEQ to locate and access the site.
- ROW boundaries and relevant easements.
- Existing and proposed utilities.



- Depictions of the drainage patterns of stormwater and authorized non-stormwater before and after major grading activities.
- Locations where land disturbing activities will occur including:
  - Locations where land disturbing activities will occur (note any phasing), including any demolition activities;
  - For steep slopes clearly label with the words "Steep Slope" and include the percentage grade;
  - Locations where sediment, soil, or other construction materials will be stockpiled;
  - Clearly label any water of the state crossings with words "water crossing";
  - Designated points where vehicles will exit onto paved roads;
  - Locations of structures and other impervious surfaces upon completion of construction; and
  - Locations of on-site and off-site construction support activity areas covered by this permit including Potential construction staging, storage, and stockpile areas.
- Locations of springs, wetlands and surface waters, and all waters of Oregon within and 1 mile downstream of the site's discharge point (description with text is acceptable where location of water exceeds Site Map limits).
- Identification of any surface waters that are 303(d) Category 4 and 5 listed as impaired (when the discharge enters an impaired watershed unit, the listing will only be applied if there is a hydrologic connection between the receiving water and assessment water body causing the impairment).
- Riparian areas and vegetation including trees and associated rooting zones, and vegetation areas to be preserved.
- Vegetated buffer zones or equivalent sediment controls between the site and sensitive areas (e.g., wetlands), and other areas to be preserved, clearly label with the words "Natural Buffer Zone".
- Clearly label the type and extent of pre-construction cover on the site (e.g., vegetative cover, forest, pasture, pavement, structures).
- Temporary and permanent stormwater conveyance systems.
- Location of concrete wash out.
- Location of nearest official rain gauge, or if used, location of the registrant's onsite rain gauge.
- Onsite water disposal locations (e.g., for dewatering).
- Onsite drain catch basin depicting inlet protections.
- Septic drain fields
- Existing or proposed drywells or other UICs.
- Drinking water wells on site or adjacent to the site.
- Stormwater planters.
- Detention ponds, and storm drain piping.
- Post-construction stormwater facilities designed and engineered to infiltrate or filter stormwater and associated access restriction control measures
- Locations of stormwater controls, including any shared controls utilized to comply with this permit.
- Any other applicable features or ESC controls that are associated with pollution prevention in stormwater discharges.
- Locations where polymers, flocculants, or other treatment chemicals will be used and stored.
- Locations of engineered soils.
- Locations of engineered sediment basins.
- Receiving water(s). Stormwater and authorized non-stormwater discharge point locations, including:
  - Locations where stormwater and authorized non-stormwater will be discharged to storm drain inlets; and

- Locations where stormwater and authorized non-stormwater will be discharged directly to surface waters of the State.
- Perimeter controls for a "linear construction site".
- Sediment track-out controls.
- Stabilization measures that cover soil to prevent erosion including the specific vegetative and non-vegetative practices that will be used.
- BMPs selected and located to prevent erosion and sedimentation, following the requirements of Agency's DEQ 1200-CA permit and Agency's Erosion Control Manual. The Erosion and Sediment Control Design must appropriately address soil disturbance, the risk of discharge of sediment from the Project site and pollution to waterways before, during, and after construction activities.
- Temporary erosion protection to stabilize disturbed soils during suspensions of work for all or part of Project site.
- Final soil stabilization shall be considered the final phase of erosion and sediment control design. Stabilization methods such as seeding, matting, compost blanket, mulch, or any combination of these materials will be used to encourage plant growth and prevent erosion during germination and plant establishment. Final stabilization will be addressed in the Roadside Development design, under Task 18.

Consultant shall minimize use of BMPs that cause ground disturbance when installed. Where ground disturbing BMPs are called for, Consultant shall provide directives for permanent stabilization upon removal of BMP(s).

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

- Erosion and Sediment Control Advance Design Plans, Cost Estimate, and Special Provisions. Due to APM with Task 15.2 - Advance Plans Package.

#### **TASK 17.1.4 - EROSION AND SEDIMENT CONTROL FINAL PS&E DESIGN [CONTINGENCY TASK (REQUIRES SEPARATE NTP FROM APM)]**

Consultant shall prepare Erosion and Sediment Control Final PS&E Design and plans based on previous Agency review comments and general advancement of the engineering design. Consultant shall coordinate the Erosion and Sediment Control Final PS&E Design with roadway and drainage designs, to provide complete and appropriate design information for construction of erosion and sediment control BMPs to meet applicable requirements for water quality.

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

- Erosion and Sediment Control Final Signed PS&E Plans, Cost Estimates, and Special Provisions. Due to APM with Task 15.3 - PS&E Submittal Package.

### **TASK 18 - ROADSIDE DEVELOPMENT**

#### **TASK 18.1 - ROADSIDE DEVELOPMENT DESIGN**

##### **TASK 18.1.1 - ROADSIDE DEVELOPMENT DAP DESIGN**

Consultant shall perform site analysis and coordinate with the Agency to determine appropriate design approach and intended outcomes. Consultant shall develop design concept(s) to ascertain Project requirements and propose conceptual design responses meeting the requirements.

- DAP Design must demonstrate public safety, responsible resource management, and environmental stewardship.
- The Roadside Development DAP design concept(s) must include, at a minimum, but (is are) not limited to:
- All relevant surveyed features of the site and anticipated Project work
- ROW boundaries and relevant easements
- Relevant site analysis information
- Proposed schematic planting design

- Proposed method(s) for irrigation of plantings, as applicable
- Proposed schematic hardscape, plaza, or pedestrian area design
- Proposed restoration for all disturbed areas

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

- Roadside Development Site Analysis and Design Concept Schematic Plan. Due to APM with Task 13 DAP.

#### **TASK 18.1.2 - RESERVED**

#### **TASK 18.1.3 - ROADSIDE DEVELOPMENT ADVANCE DESIGN [CONTINGENCY TASK (REQUIRES SEPARATE NTP FROM APM)]**

Consultant shall prepare a Roadside Development Advance Design as described in Task 15.2 - Advance Plans Package. Consultant shall review Agency comments from Roadside Development Site Analysis and Design Concept Schematic Plan review and incorporate them into the Roadside Development Advance Design. Consultant shall proceed with the Roadside Development Advance Design based on general advancement of the engineering design.

The Roadside Development Advance Design Plans must include, at a minimum, but not limited to:

- Right-of-way boundaries and relevant easements
- All relevant mapped features of the site and anticipated Project work
- Relevant areas requiring clear sight lines, such as sight distance triangles
- Critical existing topography and proposed grades, as appropriate
- Existing and proposed utilities
- Planting and irrigation plans for proposed stormwater features and facilities
- Locations of existing stormwater facilities
- Existing vegetation for preservation
- Weed control area, as applicable
- Proposed planting design, plant material schedule, notes, and details. All Roadside Development must be prepared in coordination with final stabilization requirements included in Erosion and Sediment Control Plan.
- Relevant provisions for irrigating plant materials during the establishment period, including applicable notes and details
- Proposed pedestrian area layouts, notes, and details

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

- Advance Roadside Development Plans, a schedule of bid items with estimated quantities and unit costs, and Special Provisions. Due to APM with Task 15.2 - Advance Plans Package.

#### **TASK 18.1.4 - ROADSIDE DEVELOPMENT FINAL PS&E DESIGN [CONTINGENCY TASK (REQUIRES SEPARATE NTP FROM APM)]**

Consultant shall review Agency comments and incorporate them into the Roadside Development Final Design. Consultant shall proceed with the Roadside Development Final Design based on general advancement of the engineering design.

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

Final PS&E Roadside Development Plans, a schedule of bid items with estimated quantities and unit costs, and Special Provisions. Due to APM with Task 15.3 - Final PS&E Plans Package.

### **F. CONTINGENCY TASKS**

The table below is a summary of contingency tasks that Agency, at its discretion, may authorize Consultant to perform. Details of the contingency tasks and associated deliverables are stated in the Task section of the Statement of Work. Consultant shall complete only the specific contingency task(s)

identified and authorized via written (e-mail acceptable) Notice-to-Proceed (“NTP”) issued by Agency’s Project Manager. If requested by Agency, Consultant shall submit a detailed cost estimate for the agreed-to contingency Services (up to the NTE amount(s) in the Contingency Task Summary Table) within the scope of the contingency task.

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

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

**Contingency Task Summary Table**

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount
C1.4 Additional Administration & Record Keeping	\$10,268.02	1	T&M	\$10,268.02
C1.5 Additional Coordination	\$24,586.81	1	T&M	\$24,586.81
C1.6 Additional Project Development Team Meetings	\$5,949.98	1	T&M	\$5,949.98
C2.6 Record of Survey / Control, Recovery, Retracement	\$11,482.47	1	T&M	\$11,482.47
C2.9 Staking	\$3,763.43	1	T&M	\$3,763.43
C3.2.3 Phase II Archaeological FIELD Investigation	\$62,260.51	1	T&M	\$62,260.51
C3.2.4 Geotechnical Monitoring	\$7,690.76	1	T&M	\$7,690.76
C3.3.2 Section 106 Determination of Eligibility (“DOE”)	\$20,263.75	1	T&M	\$20,263.75
C3.3.3 Section 106 Finding of Effect (“FOE”)	\$20,196.25	1	T&M	\$20,196.25
C3.4.11.2 Site-Specific Subsurface Investigations Work Plan and Health and Safety Plan	\$5,630.00	1	T&M	\$5,630.00
C3.4.11.2 Site-Specific Subsurface Investigation Sampling and Reporting	\$17,556.60	1	T&M	\$17,556.60
C3.7.1 USACE/DSL Joint Permit Application (“JPA”) and DEQ Section 401 Certification	\$13,841.90	1	T&M	\$13,841.90
C3.7.2 Oregon Department of Environmental Quality (DEQ) 1200-CA Permit Application	\$12,868.94	1	T&M	\$12,868.94
C3.7.3 DSL General Authorization	\$5,658.14	1	T&M	\$5,658.14
C3.7.4 USACE Nationwide Permit and DEQ 401 Water Quality Certification	\$6,321.58	1	T&M	\$6,321.58
C5.3 Utility Coordination Meetings	\$3,365.21	1	T&M	\$3,365.21
C5.4.1 Utility Notices	\$1,821.83	1	T&M	\$1,821.83
C5.4.3 Review Utility Relocation Plans and Relocation Time Requirement Letters	\$2,484.33	1	T&M	\$2,484.33
C5.6 Utility Certification	\$331.23	1	T&M	\$331.23
C6.7 Geotechnical Consultation for Final Design and Foundation/Geotechnical Data Sheets	\$13,680.85	1	T&M	\$13,680.85

C7.7 Stormwater Operation and Maintenance (O&M) Manual	\$1,218.20	1	T&M	\$1,218.20
C8.4.2 Permanent Signing and Pavement Markings PS&E Design	\$1,327.54	1	T&M	\$1,327.54
C8.8.2 Traffic Control PS&E Design	\$8,656.05	1	T&M	\$8,656.05
C10.3 Multiuse Path Design Exceptions	\$5,997.68	1	T&M	\$5,997.68
C11.4 Advance Bridge Design	\$74,731.94	1	T&M	\$74,731.94
C11.5 Final Bridge Design	\$42,046.34	1	T&M	\$42,046.34
C12.2 Permit Acquisition	\$11,449.15	1	T&M	\$11,449.15
C15.2 Advance PS&E (90%)	\$72,387.40	1	T&M	\$72,387.40
C15.3 Final PS&E Package (100%)	\$47,427.13	1	T&M	\$47,427.13
C15.4 LETTER OF PUBLIC INTEREST FINDINGS ("LPIF") AND EXEMPTION ORDERS ("EO")	\$4,836.73	1	T&M	\$4,836.73
C16.1 Questions During Advertisement	\$7,091.93	1	T&M	\$7,091.93
C17.1.3 Erosion and Sediment Control Advance Design	\$19,336.65	1	T&M	\$19,336.65
C17.1.4 Erosion and Sediment Control Final PS&E Design	\$14,831.07	1	T&M	\$14,831.07
C18.1.3 Roadside Development Advance Design	\$23,160.00	1	T&M	\$23,160.00
C18.1.4 Roadside Development Final PS&E Design	\$12,314.00	1	T&M	\$12,314.00
<b>Total for contingency tasks:</b>				<b>\$596,834.40</b>

## EXHIBIT B - COMPENSATION

### Definitions:

**CPFF** – Cost Plus Fixed Fee

**FCCM** - Facilities Capital Cost of Money

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

**NTE** - Not to Exceed Amount

**T&M** - Time and Materials

### A. METHOD of COMPENSATION for NON-CONTINGENCY TASKS

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

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

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

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

#### **Time and Materials with Not-to-Exceed**

### **1. Time and Materials with Not-To-Exceed (T&M)**

Agency 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.
- **ODCs** (without mark-up) - Approved travel costs (up to the rates allowed in Section B of this Exhibit) and other approved direct-non labor expenses that are not included in overhead.
- **Subcontractor Costs** (without mark-up, unless Agency notifies Consultant otherwise in writing) - the hourly labor rates and ODCs (as described above) that have been billed to Consultant and recognized by Consultant as valid, undisputed and payable.

**The dollar amount for T&M non-contingency Services is: \$ 653,509.00**

### B. PAYMENT OPTIONS

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

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

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

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

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

#### **C. TRAVEL**

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

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

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

#### **D. INVOICES**

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

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

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

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

**"Paid Summary Report"**

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

**CPFF and T&M Compensation:**

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

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

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

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

**E. PAYMENT TERMS**

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

**F. CORRECTIVE WORK**



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

#### **G. WITHHOLDING/RETAINAGE**

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

#### **H. PAYMENT REDUCTION**

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

#### **I. SPECIFIC LIMITATIONS and UNALLOWABLE CHARGES**

##### **Specific Limitations**

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

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

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

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

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

##### **Unallowable Charges**

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

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

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

## **J. INDIRECT COSTS; SALARY and BILLING RATE SCHEDULES**

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

**2. Overhead Schedule** - If Consultant or subconsultants calculate overhead as part of their normal business practice, the overhead schedules shall be prepared and submitted in accordance with ODOT's Billing Rate Policy (as may be revised from time to time by ODOT) available at: <https://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/brPolicy.pdf>. Consultant Certification of compliance with Federal Cost Principles is required per FHWA directive 4470.1a: <https://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>. A signed Certification of Final Indirect Costs form must be submitted with the overhead schedule.

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

### **3. Salary and Billing Rate Schedules**

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

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

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

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

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

#### **J. BILLING RATE SCHEDULES**

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

**Negotiated Billing Rate Schedule** - This schedule lists negotiated rates that are fully inclusive of profit, overhead and any cost of living or merit raises. The billing rates invoiced under the Contract must not exceed the rates per classifications listed in the schedule and may be no greater than the lowest rates charged to other public or private clients.

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

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

#### **K. RATE REVISIONS**

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

#### **L. BREAKDOWN OF COSTS (BOC)**

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

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

- a) the proposed staff assignments (classifications and names) and hours per task and sub-task;
- b) an itemization with documentation (estimates from vendors shall be provided upon request) to support rental equipment, flaggers, travel and other ODCs; and
- c) the estimate for Services as provided by each subconsultant that shows the assigned staff and hours per task and sub-task and itemized ODCs. Agency may ask for qualifications of any staff assigned to work on a project if they were not included in Statement of Proposal originally submitted for solicitation.
- d) the certification status of any disadvantaged business enterprise, minority-owned business, woman-owned business, service-disabled veteran-owned business or emerging small business subcontractors included in the BOC.

- e) **Contingency Tasks.** Amounts for any contingency tasks must be shown as a separate line-item for each task. The amount for a contingency task must include all labor, overhead, profit, and expenses for the task. Expenses for contingency tasks must not be included in an overall amount for ODCs applied to the budget for the non-contingency tasks. Enter the agreed to unit and extended amounts for contingency tasks in the Contingency Task Summary table.

**Notes:**

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

The final BOC agreed to by the Parties is incorporated by this reference and attached to this file.

## EXHIBIT C - INSURANCE

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

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

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

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

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

## EXHIBIT D - TITLE VI NON-DISCRIMINATION PROVISIONS

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

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

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

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

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

- a. **Policy and Program Authorities:** ODOT and Contractor agree to abide by and take all necessary and reasonable steps to comply with these DBE Provisions and the following, which are incorporated in this Contract with the same force and effect as though fully set forth in this Contract:

- o ODOT DBE Policy Statement
- o ODOT DBE Program Plan, and
- o Requirements of Title 49, Code of Federal Regulations, Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

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

- b. **DBE Goals:** ODOT’s overall goal for DBE participation is 11.6% for FHWA funded contracting and 6% (proposed) for FTA funded contracting. For FHWA funded contracting, ODOT may assign DBE Contract goals to increase participation by DBEs. For any Contract with an assigned DBE goal, Contractor shall select a portion of work available under the Contract for DBE participation. Contractor may use DBE subcontractors, suppliers, manufacturers, or Professional Services and Related Services providers to fulfill the assigned DBE Contract goal as long as the DBE is certified in the types of work selected. The assigned DBE Contract goal remains in effect throughout the life of the Contract. Dollar values of participation shall be credited toward meeting the assigned DBE Contract goal based on DBE gross earnings.

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

- c. **Nondiscrimination Requirement:** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR § 26.13(b)).

- d. **Documentation of Proposed Participation:** Contractor shall document sufficient DBE participation to meet an assigned Contract goal or, alternatively, document adequate good faith efforts to do so (see 49 CFR § 26.53). All work committed to a DBE firm toward meeting the assigned participation goal must be performed under a written subcontract. The subcontract must fully describe any work committed to be performed by the DBE and shall include all required flow-down provisions of the primary Contract. Contractor must complete and submit the following documentation, as applicable:

1. **Subcontractor Solicitation and Utilization Report (SSUR)** – submitted with proposal in response to formal and informal Requests for Proposals (RFPs).
2. **Breakdown of Costs (“BOC”) or (“BOC-NBR”), as applicable** - submitted prior to negotiation and execution of the Contract and each amendment that changes the scope of work and costs under the Contract. The BOC forms and BOC Requirements are available from the Internet at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. The BOC or BOC-NBR must clearly list any tasks or subtasks to be performed by subcontractors (DBEs and non-DBEs), each subcontractor’s Federal Tax ID and identification of any required personnel. Include in the Expense Detail tab any required equipment and supplies furnished by the DBE, any of the prime contractor’s resources that will be provided for the DBE’s use, and identification of any second or lower tier subcontractors with the dollar amounts for each.
3. **Committed DBE Breakdown and Certification Form(s)-AE.** Required for all Contracts with assigned goals and completed prior to Contract execution and any proposed substitution. See submittal instructions on the Instructions tab of the form.

4. **Subcontractor Reporting:** Complete and submit an initial **Paid Summary Report** [form 734-2882] per the instructions on the form.
- e. **Good Faith Efforts:** Contractor shall make good faith efforts, as set forth in 49 CFR § 26.53, Appendix A to Part 26, and ODOT DBE Program Plan, to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the Contract goal. Good faith efforts are required during solicitation, upon Contract award, and continue throughout the performance of the Contract to maximize DBE participation. The Agency (or local agency when applicable) Project Manager (“APM”) may request Contractor to submit evidence of good faith efforts prior to Contract execution or at any time during the course of the Contract and Contractor shall promptly submit such evidence. Contractor shall use the specific DBEs listed in the Committed DBE Breakdown and Certification form(s) to perform the work and supply the materials for which each is listed unless the contractor obtains ODOT’s prior written consent to terminate and replace a DBE as provided in section j. below. Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBEs as required by this provision.
- f. **Commercially Useful Function (“CUF”):** Contractor is responsible to ensure the DBE performs a commercially useful function on the Contract. A DBE performs a CUF when it is responsible for execution of the work of the Contract/subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Additional detail regarding CUF requirements and other conditions for counting participation by DBE contractors is set forth in 49CFR § 26.55. The APM will review the proposed DBE participation and may provide written comments as to whether the activities and type of work identified for DBEs complies with program regulations. In those instances where proposed activity and type of work violates applicable regulations, written comments will be offered as to corrective action required in order to comply with the regulations. ODOT may perform a CUF review at any time during the performance of the Contract.
- g. **Changes in Work Committed to DBE:** ODOT will consider the impact on DBE participation in instances where the prime Contract is amended to reduce, or delete work committed to the DBE. In such instances, Contractor shall not be required to replace the work but is encouraged to do so to the maximum extent practicable.
- h. **Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance under its contract no later than 10 calendar days from receipt of each payment Contractor receives from ODOT (or local agency when applicable) for the subcontracted work. In addition, within 10 calendar days of receipt of retainage from ODOT (or local agency when applicable), Contractor shall pay to each subcontractor the retainage that pertains to the work of that subcontractor.
- i. **Reporting Requirements:** Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. Contractor shall complete and submit initial, interim and final Paid Summary Report(s) [form 734-2882] per the instructions included on the form.
- j. **Termination of DBE Notification Requirement:** Contractor shall comply with all requirements set forth in 49 CFR § 26.53 regarding termination of DBEs including, without limitation, documentation of good cause, 5-day notice to the DBE subcontractor and ODOT, DBE responses, ODOT’s prior written consent of DBE termination, and replacement of DBEs. ODOT will provide such written consent only if it agrees the prime contractor has good cause to terminate the DBE in accordance with 49 CFR 26.53(f)(3).
- k. **Remedies:** Contractor’s failure to comply with these DBE Provisions and the requirements of 49 CFR Part 26 may result in one or more of the following administrative actions as deemed appropriate by ODOT: non-compliance documented in ODOT evaluation of Contractor performance, a corrective action plan prepared by Contractor, ODOT (or local agency when applicable) withholding of retainage, suspension of work, reporting of non-compliance to the federal System for Award Management (“SAM”) available at <https://sam.gov/SAM/>, any other remedies provided under the Contract.
- l. **Information/Questions:** The DBE program is administered by the ODOT Office of Civil Rights (“OCR”). Questions related to the DBE Program may be sent via email to [ocrinforequest@odot.state.or.us](mailto:ocrinforequest@odot.state.or.us) or otherwise directed to: Oregon Department of Transportation Office of Civil Rights ODOT Materials Laboratory Building, 800 Airport Road SE, Rm 61, Salem, OR 97301; Phone: 503-986-4350.
- 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:

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

#### **Acronyms & Definitions Applicable to Exhibit E**

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

#### **COMMITTED DBE BREAKDOWN and CERTIFICATION FORM(s)**

The signed Committed DBE Breakdown and Certification Form(s) is not physically attached but incorporated into this Contract by this reference with the same force and effect as though fully set forth herein. A copy of the signed Committed DBE Breakdown and Certification Form(s) has been provided to the ODOT Office of Civil Rights (for tracking purposes) prior to Contract execution.

**EXHIBIT F - RESERVED**

**EXHIBIT G - RESERVED**

**EXHIBIT H - RESERVED**

**EXHIBIT I - ERRORS & OMISSIONS ("E&O") CLAIMS PROCESS**

**Exhibit I** is not physically attached but is incorporated into this Contract with the same force and effect as though fully set forth herein. For purposes of this Contract, the term "Agency", as used in the E&O Claims Process, means "local public agency". The E&O Claims Process (as may be revised from time to time by ODOT) is available at the following Web address as Exhibit I:

<http://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/xbti.pdf>

## EXHIBIT J - CONTACT INFORMATION and KEY PERSONS

### 1. Party Contact Information.

<b>a.1 *</b> <b>Agency's Project Manager (APM) Name:</b>	Joel Howie
<b>Ph:</b>	503-742-4658
<b>E-mail:</b>	<a href="mailto:jhowie@clackamas.us">jhowie@clackamas.us</a>

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

<b>Name:</b>	Joel Howie
<b>Ph:</b>	503-742-4658
<b>E-mail:</b>	<a href="mailto:jhowie@clackamas.us">jhowie@clackamas.us</a>

### a.3 Agency's address for invoicing:

<b>Mailing Address:</b>	150 Beaver Creek Road, Oregon City, OR 97045
<b>E-mail:</b>	<a href="mailto:jhowie@clackamas.us">jhowie@clackamas.us</a> and <a href="mailto:lkitts@clackamas.us">lkitts@clackamas.us</a>

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

<b>Name:</b>	Doug Johnson, PE
<b>Ph:</b>	503-480-1309
<b>E-mail:</b>	<a href="mailto:dmj@deainc.com">dmj@deainc.com</a>

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

<b>Name:</b>	David Evans and Associates, Inc.
<b>Address:</b>	2100 SW River Parkway Portland, Oregon 97201
<b>Ph:</b>	503-222-6663
<b>E-mail:</b>	<a href="mailto:dmj@deainc.com">dmj@deainc.com</a>

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

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

## 2. Key Persons

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

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

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

Name	Role
Doug Johnson, PE	Project Manager
Joel Tubbs, PE, SE	Principal-in-Charge
Hans Hadley, PE, LG, CFM	Hydraulics
Loren Stucker	Environmental Lead
Atalia Raskin, PE	Stormwater
Eric Paslack, PE	Geotechnical Lead

## 3. Reassignment or Transfer of Key Person

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

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

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