



DAN JOHNSON
DIRECTOR

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

May 02, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #6 to a Contract with CONSOR North America, Inc. for the Jennings Ave: OR99E to Oatfield Rd Project. Amendment value is \$196,324.87 and 18 months, total contract value is now not to exceed \$1,476,925.49. Funding through Federal Surface Transportation Program, County-allocated America Rescue Plan Act Funds and County Road Funds. No County General Funds are involved.

Previous Board Action/Review	4/30/24: Request for consent. 02/22/24: BCC Approval of a Contract for Construction with Emery & Son's Inc. 4/20/23: BCC Approval of Amendment # 2 of Supplemental Project Agreement No. 31035 with the Oregon Department of Transportation 11/23/22: BCC Approval of Amendment #5 to Contract with CONSOR North America, Inc. (formerly Murraysmith, Inc.) 06/24/21: BCC Approval of Amendment #1 of Supplemental Project Agreement No. 31035 with Oregon Department of Transportation. 01/21/21: BCC Approval of Amendment #1 to Contract with Murraysmith, Inc. 10/17/19: BCC Approval of a Contract with Murraysmith, Inc. 10/11/18: BCC Approval of Intergovernmental Agreement No. 32338 for Right-of-Way Services with Oregon Department of Transportation. 06/29/17: BCC Approval of Supplemental Project Agreement No. 31035 with Oregon Department of Transportation. 01/01/17: BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects.		
Performance Clackamas	The project will build a strong infrastructure.		
Counsel Review	Yes – Andrew Naylor	Procurement Review	Yes
Contact Person	Stan Monte	Contact Phone	503-742-4678

For Filing Use Only

EXECUTIVE SUMMARY: The County obtained Federal Surface Transportation Program funds through an Intergovernmental Agreement with the Oregon Department of Transportation to construct improvements along Jennings Avenue from OR99E (Mcloughlin Blvd) to Oatfield Road. The improvements include constructing a curb tight sidewalk on the north side of the road and constructing bike lanes on both sides of the road for enhanced bicycle and pedestrian connectivity.

The project's construction contract was awarded and is scheduled for construction during the summer of 2024 with project substantial completion by the end of October 2024. In 2022 for the construction phase of this project, DTD amended the original contract with the design consultant to include assistance in contract administration, construction engineering services, to supplement DTD's construction administration and inspection personnel. The project was originally intended for construction in 2023, but the project was delayed due to extremely high bids. This delay has found DTD in need of additional inspectors and inspection services due to DTD's overall lack of personnel and the increased workloads from other projects. Therefore, DTD is requesting this additional addendum to the previous contract, increasing inspection services from the design consultant.

PROCUREMENT PROCESS:

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment to modify CA-CEI Services per the original statement of work. Amendment #6 is a 15 percent increase to the original contract.

RECOMMENDATION: Staff respectfully recommends that the Board approve and sign Amendment #6 to the contract with CONSOR North America, Inc. for the Jennings Ave: OR 99E to Oatfield Rd Project.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

AMENDMENT #6
TO THE CONTRACT DOCUMENTS WITH CONSOR NORTH AMERICA, INC. FOR JENNINGS AVE. OR99E TO
OATFIELD ROAD (RFP# 2019-14)
Contract #1831

This Amendment #6 is entered into between CONSOR North America, Inc. (“Consultant”) and Clackamas County (“Agency”) and shall become part of the contract documents entered into between both parties on **October 17, 2019** (“Contract”).

The Purpose of this Amendment #6 is to make the following changes to the Contract:

1. Section 1, **Contract Effective Date and Term** is hereby amended as follows:
 Contract termination date is hereby changed from June 30, 2024 to **December 31, 2025**.

2. Section 2, **Statement of Work** is hereby amended as follows:

Consultant shall perform the additional services described in Exhibit A to this Amendment #6, attached hereto and incorporated by this reference herein. Consultant shall reduce previously approved services as described in Exhibit A to this Amendment #6.

County may require additional design modifications during construction, further described as Contingency Task CE-2.9 (“Contingency Work”). If County requires the additional Contingency Work, it will provide written notice to Consultant to perform the Contingency Work. Consultant may not perform, and County is not obligated to pay for, the Contingency Work unless the County has provided written authorization that Consultant may perform the Contingency Work.

3. Section 3, **Compensation** is hereby amended as follows:


In consideration for Consultant performing the additional work authorized by this Amendment #6, County may pay Consultant an amount not to exceed \$196,324.87. This amount reflects (1) consideration for performing additional services described in Exhibit A to this Amendment #6; (2) a reduction in compensation as a result of a decrease previously approved services, as described in Exhibit A to this Amendment #6; and (3) the potential consideration for the optional Contingency Work. Consideration is on a time and material basis in accordance with the rates set forth in Exhibit B. The maximum compensation authorized under this Contract shall not exceed \$1,476,925.49.

ORIGINAL CONTRACT	\$ 848,665.07
AMENDMENT #1	\$ 150,927.63
AMENDMENT #2	\$ 76,928.23
AMENDMENT #3	\$ 10,183.40
AMENDMENT #4	\$ 5,706.42 and Time Extension
AMENDMENT #5	\$ 188,189.87 + Name Change + Time + Scope
AMENDMENT #6	\$ 196,324.87 + Reduction + Scope + Time
TOTAL AMENDED CONTRACT	\$ 1,476,925.49

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #6, effective upon the date of the last signature below.

CONSOR North America, Inc

Clackamas County

DocuSigned by:

 4/11/2024 | 12:03:04 PM EDT
 Authorized Signature Date

Ian Machan
 Printed Name

Chair Date

Recording Secretary Date


Approved as to form:

 County Counsel 04/11/2024
 Date

EXHIBIT A
Scope of Work and Fee Schedule

Task CE-1.1 Coordination – Additional Effort

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

Consultant shall:

- Direct Consultant’s team with regard to overall CA/CEI activities and team meetings.
- Maintain liaison, communication and coordination between Consultant and subconsultant staff, APM, if applicable, CC and Agency staff to facilitate timely, efficient operations for all involved.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task provides up to 24 hours to support the Agency’s lead role, an initial 8hrs for management meetings and setup and 2 hours a month for 8 months.

Deliverables and Schedule:

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

Task CE-2.4 Construction Contract Administration - Reduction in Effort

Agency will provide day-to-day administration of the construction contract. For items listed in this SOW Consultants inspector shall assist in contract administration tasks as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures, the Non-Field-Tested Materials Accepted Guide, the ODOT Inspector’s Manual, QCCS Handbook, Qualified Products List (“QPL”), the Contract Plans and Specifications, and this CA/CEI SOW.

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

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

- When requested in preparation of any CCO, EWO, and/or AFO as outlined in the ODOT Construction Manual, Chapter 15 – Change Orders, Force Account, Work by Public Forces, and Chapter 12G – Extra Work Performed on a Force Account Basis. Change Orders may include, but are not limited to, modification to the plans, specifications, and contract time. Consultant may be liable for payment of the cost for any CCOs, EWOs and AFOs authorized without obtaining prior review and approval by Agency. Only the Agency has the authority to approve and authorize changes to the construction contract including CCOs, EWOs, or AFOs.
- When requested review Force Account billings from CC.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task provides up to 30 hours to support the Agency's lead role, consisting of:

- 10 hours for one staff member to review up to one (1) force account billings at 10 hours each review.
- 20 hours to furnish up to two (2) CCOs, EWOs and/or AFOs deliverables, at 10 hours per deliverable.

Deliverables and Schedule:

- Summary report of any documentation deficiencies as noted on the Documentation Review Report per the RAS review. Deficiencies must be resolved prior to next review.
- Provide Supporting documentation (field notes, photos, etc.) for agency's preparation of CCOs, EWOs, and/or SFOs with supporting documents (cost estimate and justification) - Submit to APM by date agreed to when work was requested.

Task CE-2.6 Project Progress Meetings - Reduction in Effort

Consultant shall attend periodic Project Progress Meetings with the CC and others as needed, including but not limited to, APM, permitting agencies, and local officials if required. The Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships and timely issue resolution.

Consultant shall attend additional activity-specific technical kick-off meetings for various activities required by the construction contract. These activities may include, but are not limited to:

- Asphalt Concrete Pavement
- Hazardous Materials Handling
- ADA Curb Ramp Pre-Construction Planning
- Water Quality Facility Construction

ASSUMPTIONS FOR BUDGETING PURPOSES: This task provides up to 50 hours to support the Agency's lead role, averaging approximately 4 hours/meeting for each staff to facilitate travel, preparation and attendance. Budget provides for up to approximately 6 meetings supported by an average of two (2) consultant staff.

Deliverables and Schedule:

- Attendance and participation at Project Progress Meetings

Task CE-2.9 Design Modifications [CONTINGENCY TASK, See Section F] - Additional Effort

Consultant shall update Erosion & Sediment Control Plans with the required cover sheet to submit to DEQ for approval including standard drawing sheet revisions to reflect adding all the erosion control details and changing of the ADA ramps numbers to the 900 series drawings.

ASSUMPTIONS FOR BUDGETING PURPOSES:

- A total cost of \$4,051.69 was spent on this contingency task beyond the 90 hours budgeted.

Deliverables and Schedule:

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design) - Submit to APM at date agreed to when work was requested.
- Draft CCO and EWO or SFO documents with supporting documents (cost estimate and justification) - Submit to APM at date agreed to when work was requested.

Task CE-3.2 Construction Activity Monitoring - Additional Effort

Consultant shall monitor construction activities during construction of the Project utilizing Agency-certified Inspectors and require compliance with the construction contract documents. Consultant shall provide inspection concurrently with the CC’s operation. Consultant shall coordinate closely with CC to ensure on-site inspections are coordinated with the construction schedule. Consultant shall perform inspections as detailed in the ODOT Construction Manual and the ODOT Inspectors Manual. Consultant shall prepare General Daily Progress Reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities and keep a current digital photo-log of critical construction activities. The photo-log must be kept up to date throughout construction and available for review by Clackamas County.

Consultant shall determine and document all pay quantities for work and materials incorporated into the Project. Consultant shall keep quantity documentation current at all times and available for Clackamas County review upon request.

Deliverables and Schedule:

- General Daily Progress Reports – Complete each day Consultant is on-site. Submit to Clackamas County as Project work progresses.
- Current Digital Photo-log of construction activities - Submit to Clackamas County as Project work progresses.
- Reports used to determine Project pay quantities, installation sheets and other supporting documentation – Complete and submit to Clackamas County as work is performed.

ASSUMPTIONS FOR BUDGETING PURPOSES: Inspection is assumed 45 hours per week for 35 weeks of construction (March 2024 through October 2024) totaling 1,575 hours.

Task CE-3.3 Quality Control Monitoring - Reduction in Effort

This task as stated under Amendment #5, is deleted from the Consultants responsibilities with this amendment #6 and are now under the Agency’s duty to perform. Agency Staff is responsible for monitoring Qc/QA monitoring and documentation.

PROJECT SCHEDULE

Schedule Assumptions – Change in Completion Dates

The Project was awarded February 22, 2024 and the CC received NTP March 1, 2024, in accordance with the Specifications in Section 00130.

- All construction work, with the exception of plant establishment work is assumed to be completed by October 31, 2024.
- The plant establishment period is assumed to be a 1–year period.

- All work for this CA/CEI SOW is to be completed within 30 calendar days of Agency issuing Third Notification to the CC.
- Construction Contract Completion Date as specified in the Specifications in 00180.50 of the construction contract is December 31, 2024.
- Third notification to the CC is assumed to be issued on or before December 15, 2024.

CONTINGENCY TASKS

Contingency Task Summary Table – Additional Effort

CONTINGENCY TASK DESCRIPTION	(UNIT) NTE	MAX QUAN.	METHOD OF COMP.	CONTINGENCY NTE AMOUNT
Task CE-2.9 Design Modifications	LS	±	LS	\$4,501.69
Total NTE For All Contingency Tasks:				4,501.69

1. Amendment Compensation Table:

1. Prior total not-to-exceed (“NTE”) amount for this Contract (including any previous amendments and contingency amounts)		\$1,280,600.62
2. Amount for T&M	NTE Amount for allowable costs of non-contingency Services added by this Amendment.	\$191,823.18
3. Amount for Fixed-Fee	Total of Fixed-Fee amount (for CPFF only) for non-contingency Services added by this Amendment.	NA
4. Fixed Price amount	Total of Fixed Price amount(s) for non-contingency Services added by this Amendment.	NA
5. Total non-contingency amount added by this Amendment (lines 2 through 4):		\$191,823.18
6. Total NTE for contingency tasks, if any, included in this Amendment:		\$4,501.69
7. Credits for deleted contingency and non-contingency tasks, if any		
		NA
8. Net Amount of this Amendment (line 5 plus line 6, less any credits in line 7): This amount includes all costs; profit; Fixed-Fee amount (if any); and contingency tasks (if any), each of which must be separately authorized by Agency.		\$4,501.69

9. TOTAL NTE AMOUNT of Contract revised to include this Amendment (line 1 plus line 8):	\$1,476,925.49
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Summary/Dashboard of Budgeted Costs & Profit (or Fixed Fee for CPFF Compensation)

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

PA/ATA or Contract Number: 1831; Amd Number: 06
 WOC Number: xx; Amd Number:
 PROJECT NAME: JENNINGS AVE: OR99E to OATFIELD RD

Section A: Total Contract/WOC or Amendment NTE Amount	
This total includes - a) Non-contingency amount [all allowable costs and expenses, NBR subconsultant costs (if applicable), profit or Fixed-Fee amount]; and b) Contingency amount, if any [the total cost, expenses and profit for contingency tasks, each of which must be authorized by Agency].	\$ 196,324.87

Section B: Non-Contingency Cost and Profit Summaries	
Non-Contingency Cost Totals (Prime & Subs)	
Total Non-Contingency Hours	1342.00
Total Non-Contingency Labor Costs	\$ 171,403.32
Total Non-Contingency Direct Expenses	\$ 1,988.75
Total Non-Contingency Cost Amount:	\$ 173,392.07
Profit Total (or Fixed Fee Amount for CPFF):	\$ 18,431.11

Non-Contingency Cost Summary by Firm		Profit Summary by Firm		Total Cost & Profit by Firm	
	Firm	Cost NTE Amount	Firm	Profit Amount	
Prime	Consor North America, Inc.	\$ 189,758.96	Prime	\$ 18,742.20	\$ 208,501.16
Sub 1	DKS Associates, Inc.	\$ (3,168.36)	Sub 1	\$ (311.09)	\$ (3,479.45)
Sub 2	PBS Engineering and Environmental Inc.	\$ (1,433.53)	Sub 2	\$ -	\$ (1,433.53)
Sub 3	Northwest Geotech, Inc.	\$ (11,765.00)	Sub 3	\$ -	\$ (11,765.00)
Sub 4	[Enter Subconsultant 4's Name]	\$ -	Sub 4	\$ -	\$ -
Sub 5	[Enter Subconsultant 5's Name]	\$ -	Sub 5	\$ -	\$ -
Sub 6	[Enter Subconsultant 6's Name]	\$ -	Sub 6	\$ -	\$ -
Sub 7	[Enter Subconsultant 7's Name]	\$ -	Sub 7	\$ -	\$ -
Sub 8	[Enter Subconsultant 8's Name]	\$ -	Sub 8	\$ -	\$ -
Sub 9	[Enter Subconsultant 9's Name]	\$ -	Sub 9	\$ -	\$ -
Sub 10	[Enter Subconsultant 10's Name]	\$ -	Sub 10	\$ -	\$ -
Sub 11	[Enter Subconsultant 11's Name]	\$ -	Sub 11	\$ -	\$ -
Sub 12	[Enter Subconsultant 12's Name]	\$ -	Sub 12	\$ -	\$ -
Sub 13	[Enter Subconsultant 13's Name]	\$ -	Sub 13	\$ -	\$ -
Sub 14	[Enter Subconsultant 14's Name]	\$ -	Sub 14	\$ -	\$ -
Sub 15	[Enter Subconsultant 15's Name]	\$ -	Sub 15	\$ -	\$ -
Sub 16	[Enter Subconsultant 16's Name]	\$ -	Sub 16	\$ -	\$ -
Sub 17	[Enter Subconsultant 17's Name]	\$ -	Sub 17	\$ -	\$ -
Sub 18	[Enter Subconsultant 18's Name]	\$ -	Sub 18	\$ -	\$ -
Sub 19	[Enter Subconsultant 19's Name]	\$ -	Sub 19	\$ -	\$ -
Sub 20	[Enter Subconsultant 20's Name]	\$ -	Sub 20	\$ -	\$ -

Section C: Contingency Cost & Profit Summary	
Summary by Firm	
Prime	Consor North America, Inc. \$ 4,501.69
Sub 1	DKS Associates, Inc. \$ -
Sub 2	PBS Engineering and Environmental Inc. \$ -
Sub 3	Northwest Geotech, Inc. \$ -
Sub 4	[Enter Subconsultant 4's Name] \$ -
Sub 5	[Enter Subconsultant 5's Name] \$ -
Sub 6	[Enter Subconsultant 6's Name] \$ -
Sub 7	[Enter Subconsultant 7's Name] \$ -
Sub 8	[Enter Subconsultant 8's Name] \$ -
Sub 9	[Enter Subconsultant 9's Name] \$ -
Sub 10	[Enter Subconsultant 10's Name] \$ -
Sub 11	[Enter Subconsultant 11's Name] \$ -
Sub 12	[Enter Subconsultant 12's Name] \$ -
Sub 13	[Enter Subconsultant 13's Name] \$ -
Sub 14	[Enter Subconsultant 14's Name] \$ -
Sub 15	[Enter Subconsultant 15's Name] \$ -
Sub 16	[Enter Subconsultant 16's Name] \$ -
Sub 17	[Enter Subconsultant 17's Name] \$ -
Sub 18	[Enter Subconsultant 18's Name] \$ -
Sub 19	[Enter Subconsultant 19's Name] \$ -
Sub 20	[Enter Subconsultant 20's Name] \$ -
Summary of Contingency Totals	
Total Contingency Hours	30
Total Contingency Labor Costs	\$ 4,092.76
Total Contingency Direct Expenses	\$ -
Total Contingency Costs	\$ 4,092.76
Total Contingency Profit	\$ 408.93
Total Contingency Cost + Profit	\$ 4,501.69

Section D: Total Non-Contingency + Contingency by Firm		Certification Status
Summary by Firm		
Prime	Consor North America, Inc. \$ 213,002.85	Not Certified
Sub 1	DKS Associates, Inc. \$ (3,479.45)	Not Certified
Sub 2	PBS Engineering and Environmental \$ (1,433.53)	Not Certified
Sub 3	Northwest Geotech, Inc. \$ (11,765.00)	DBE
Sub 4	[Enter Subconsultant 4's Name] \$ -	Not Certified
Sub 5	[Enter Subconsultant 5's Name] \$ -	Not Certified
Sub 6	[Enter Subconsultant 6's Name] \$ -	Not Certified
Sub 7	[Enter Subconsultant 7's Name] \$ -	Not Certified
Sub 8	[Enter Subconsultant 8's Name] \$ -	Not Certified
Sub 9	[Enter Subconsultant 9's Name] \$ -	Not Certified
Sub 10	[Enter Subconsultant 10's Name] \$ -	Not Certified
Sub 11	[Enter Subconsultant 11's Name] \$ -	Not Certified
Sub 12	[Enter Subconsultant 12's Name] \$ -	Not Certified
Sub 13	[Enter Subconsultant 13's Name] \$ -	Not Certified
Sub 14	[Enter Subconsultant 14's Name] \$ -	Not Certified
Sub 15	[Enter Subconsultant 15's Name] \$ -	Not Certified
Sub 16	[Enter Subconsultant 16's Name] \$ -	Not Certified
Sub 17	[Enter Subconsultant 17's Name] \$ -	Not Certified
Sub 18	[Enter Subconsultant 18's Name] \$ -	Not Certified
Sub 19	[Enter Subconsultant 19's Name] \$ -	Not Certified
Sub 20	[Enter Subconsultant 20's Name] \$ -	Not Certified

Consulting Firm: Consor North America, Inc.

**Complete a separate Expense Detail sheet for Prime and each subconsultant, as needed. Totals must be manually entered or linked into the
Insert rows as needed.**

For subtasks that include ODCs, enter subtask number and name to correspond with associated subtask in Breakdown of Costs sheet.		If using any second or lower tier subs, identify name, Tax ID No., DBE status, and dollar amount for each. If firm is using their Social Security Number, just enter "SSN" and do not enter the actual number.	
Task #	Description	Basis of Estimate	Qty.
NON-CONTINGENCY TASKS/DELIVERABLES		Include enough detail for the reader to understand how the estimate was determined.	
<i>1.2</i>	<i>Project Meetings</i>	<i>Sample Entries for Instructional Purposes Only</i>	
	<i>Lodging</i>	<i>2 nights (Bend, OR) for 2 people</i>	<i>4</i>
	<i>Per Diem</i>	<i>3 days (Bend, OR) for 2 people</i>	<i>6</i>
	<i>Mileage</i>	<i>Roundtrip from Roseburg to Bend</i>	<i>382</i>
<i>2.3.1</i>	<i>Project Site Visits</i>	<i>Sample Entries for Instructional Purposes Only</i>	
	<i>Video Camera</i>	<i>2 days (per Price Agreement)</i>	<i>2</i>
	<i>Flagging</i>	<i>Darrell's Flagging Service; non-DBE (FEIN: 1-94136688)</i>	<i>1</i>
CE-2	ADMINISTRATION/CONSTRUCTION		
CE-2.6	Mileage	-270 miles @ \$0.625/mile (-6 trips @ 45 miles/trip)	-270
CE-3.2	Construction Activity Monitoring		
CE-3.2	Mileage	(8 months of construction)	3500

Breakdown of Costs - Dated: 2/6/2024

PA/ATA or Contract Number: 1831; Amd Number: 06	BUDGET MULTIPLIERS		BILLING RATE MULTIPLIERS		Values will be 0 if a firm uses Negotiated Billing Rates (NBRs); otherwise use applicable Overhead and FCCM.
	% of budget in Curr. Year (CY)	100%	Accepted Overhead	191.66%	
WOC Number: xx; Amd Number:	% of budget in CY+1	0%	FCCM	0.25%	
PROJECT NAME: JENNINGS AVE: OR99E to OATFIELD RD	% of budget in CY+2	0%	Negotiated Profit	10.00%	
	% of budget in CY+3	0%	Annual Escalation Rate	0.00%	
	Weighted Escal'n Factor	1.000	Detailed Instructions are on the Instructions tab.		

Cells with formulas are locked to prevent overwriting formulas when entering data. Hide or Unhide rows and columns for tasks, subtasks or subcontractors as needed. Unused rows & columns can be hidden.

TO ADD CLASSIFICATIONS: "Unhide" columns between N & AY as needed.

Color Legend	Yellow-highlighted cells are for data entry.
	Green-highlighted cells are totals or subtotals.
	Orange-highlighted cells are for NBR entries only.
	Blue text indicates guidance/notes for end-user.

To request additional rows or columns or to report other issues, CLICK HERE to contact quv.a.britnell@odot.oregon.gov

BOC Template Ver. 7/25/22

Consor North America, Inc.	Prime Consultant	Certification: Not Certified
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DATA ENTRY SECTION												CALCULATION SECTION						
Job Classifications (Provide names if requested and for Key Persons)	Construction Manager X (Hedberg, Jay)	Inspector IV Madrigal, Joel	Principal Engineer I (McMurrey)	Engineering Designer IV (Roberts / Castro)	Engineering Designer VII (Estep)	Principal Engineer I	Engineering Designer III	Technician IV	Technician III	CM VI	Inspector V	Hours	Escalated Direct Labor or NBR \$	Overhead	FCCM	Direct Expenses	Total Cost	Profit (or Fixed Fee amount for CPFF)

Row 11: Enter Direct Salary Rate (Avg, Actual, Max) Current Year	\$98.40	\$44.00	\$77.83	\$42.10	\$59.00	\$71.01	\$38.67	\$48.37	\$40.34	\$64.37	\$50.09								
Row 12: Calculated Annualized Direct Salary Rate	\$98.40	\$44.00	\$77.83	\$42.10	\$59.00	\$71.01	\$38.67	\$48.37	\$40.34	\$64.37	\$50.09			191.66%	0.25%			10.00%	
Row 13: Enter Negotiated Billing Rate (NBR) if applicable																			
Task # Fully Burdened Billing Rate	\$315.94	\$141.27	\$249.89	\$135.17	\$189.43	\$228.01	\$124.17	\$155.31	\$129.51	\$206.68	\$160.84								

NON-CONTINGENCY TASKS/DELIVERABLES
Unhide rows to assign Subtasks and Hide any unused rows.

CE-1 Project Management of CA/CEI Services	24	0	0	0	0	0	0	0	0	0	0	24	\$ 2,361.60	\$ 4,526.24	\$ 5.90	\$ -	\$ 6,893.74	\$ 688.78
CE-1.1 Coordination	24											24	\$ 2,361.60	\$ 4,526.24	\$ 5.90	\$ -	\$ 6,893.74	\$ 688.78
CE-1.2 Status Reports and Invoices												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE-2 Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)	0	0	0	0	0	-14	-5	-5	-48	-12	0	-84	\$ (4,138.01)	\$ (7,930.91)	\$ (10.34)	\$ (168.75)	\$ (12,248.01)	\$ (1,206.90)
CE-2.4 Construction Contract Administration						-2	-5	-5	-48			-60	\$ (2,513.39)	\$ (4,817.16)	\$ (6.28)	\$ (168.75)	\$ (7,336.83)	\$ (733.06)
CE-2.6 Project Progress Meetings						-12				-12		-24	\$ (1,624.62)	\$ (3,113.75)	\$ (4.06)	\$ (168.75)	\$ (4,911.18)	\$ (473.84)
CE-3 Construction, Environmental Compliance and Work Zone Monitoring and Inspection	0	1575	0	0	0	0	0	0	0	-4	-60	1511	\$ 66,036.87	\$ 126,566.27	\$ 165.09	\$ 2,345.00	\$ 195,113.23	\$ 19,260.32
CE-3.2 Construction Activity Monitoring		1575										1575	\$ 69,300.00	\$ 132,820.38	\$ 173.25	\$ 2,345.00	\$ 204,638.63	\$ 20,212.04
CE-3.3 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials)										-4	-60	-64	\$ (3,263.13)	\$ (6,254.11)	\$ (8.16)	\$ -	\$ (9,525.40)	\$ (951.72)
TOTAL Non-Contingency	24	1575	0	0	0	-14	-5	-5	-48	-16	-60	1451	\$ 64,260.46	\$ 123,161.60	\$ 160.65	\$ 2,176.25	\$ 189,758.96	\$ 18,742.20
																		Cost + Fee or Profit = \$ 208,501.16

CONTINGENCY TASKS/DELIVERABLES
Unhide rows to assign Subtasks and Hide any unused rows.

CE-2 Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)	0	0	2	24	4	0	0	0	0	0	0	30	\$ 1,402.06	\$ 2,687.19	\$ 3.51	\$ -	\$ 4,092.76	\$ 408.93
CE-2.9 Design Modifications			2	24	4							30	\$ 1,402.06	\$ 2,687.19	\$ 3.51	\$ -	\$ 4,092.76	\$ 408.93
TOTAL Contingency	0	0	2	24	4	0	0	0	0	0	0	30	\$ 1,402.06	\$ 2,687.19	\$ 3.51	\$ -	\$ 4,092.76	\$ 408.93
																		Cont. Cost + Profit = \$ 4,501.69

TOTAL Non-Contingency + Contingency	24	1575	2	24	4	-14	-5	-5	-48	-16	-60	1481	\$ 65,662.52	\$ 125,848.79	\$ 164.16	\$ 2,176.25	\$ 193,851.72	\$ 19,151.13
																		Total Cost + Profit/Fixed Fee +Contingency = \$ 213,002.85

BUDGET MULTIPLIERS		BILLING RATE MULTIPLIERS		Values will be 0 if a firm uses Negotiated Billing Rates (NBRs); otherwise use applicable Overhead and FCCM.
% of budget in Curr. Year (CY)	0%	Accepted Overhead	181.76%	
% of budget in CY+1	100%	FCCM	0.11%	
% of budget in CY+2	0%	Negotiated Profit	10.00%	
% of budget in CY+3	0%	Annual Escalation Rate	3.50%	
Weighted Escal'n Factor	1.035	Detailed Instructions are on the Instructions tab.		

TO ADD SUBCONSULTANTS: "Unhide" colu

DKS Associates, Inc.	SC1
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DATA ENTRY SECTION														
Grade 17	Grade 7	Technician I										Hours	Escalated Direct Labor or NBR \$	Overhead

\$73.30	\$43.47	\$39.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
\$75.87	\$44.99	\$41.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
\$235.22	\$139.49	\$128.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								181.76%

0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
-10	-4	-4	0	0	0	0	0	0	0	0	0	-18	\$ (1,104.09)	\$ (2,006.80)
-2	-4	-4										-10	\$ (497.17)	\$ (903.66)
-8												-8	\$ (606.92)	\$ (1,103.14)
0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
												0	\$ -	\$ -
												0	\$ -	\$ -
-10	-4	-4	0	0	0	0	0	0	0	0	0	-18	\$ (1,104.09)	\$ (2,006.80)

0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -

Breakdown of Costs - Dated: 2/6/2024

PA/ATA or Contract Number: 1831; Amd Number: 06

WOC Number: xx; Amd Number:

PROJECT NAME: JENNINGS AVE: OR99E to OATFIELD RD

IERS

VValues will be 0 if a firm uses Negotiated Billing Rates (NBRs); otherwise use applicable Overhead and FCCM.

Cells with formulas are locked to prevent overwriting formulas when entering data. Hide or Unhide rows and columns for tasks, subtasks or subcontractors as needed. Unused rows & columns can be hidden.

To request additional rows or columns or to report other issues, CLICK HERE to contact quy.a.britnell@odot.oregon.gov

BOC Template Ver. 7/25/22		CALCULATION SECTION							
Job Classifications (Provide names if requested and for Key Persons)		Hours	Escalated Direct Labor or NBR \$	Overhead	FCCM	Direct Expenses	Total Cost	Profit (or Fixed Fee amount for CPFF)	
Row 11: Enter Direct Salary Rate (Avg. Actual, Max) Current Year	\$0.00	\$0.00							
Row 12: Calculated Annualized Direct Salary Rate	\$0.00	\$0.00							
Row 13: Enter Negotiated Billing Rate (NBR) if applicable Fully Burdened Billing Rate	\$0.00	\$0.00		0.00%	0.00%			0.00%	
NON-CONTINGENCY TASKS/DELIVERABLES <i>Unhide rows to assign Subtasks and Hide any unused rows.</i>									
CE-1 Project Management of CA/CEI Services	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	
CE-1.1 Coordination			0	\$ -	\$ -	\$ -	\$ -	\$ -	
CE-1.2 Status Reports and Invoices			0	\$ -	\$ -	\$ -	\$ -	\$ -	
CE-2 Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)	0	0	-8	\$ (1,400.00)	\$ -	\$ -	\$ (75.00)	\$ (1,475.00)	
CE-2.4 Construction Contract Administration			0	\$ -	\$ -	\$ -	\$ -	\$ -	
CE-2.6 Project Progress Meetings			-8	\$ (1,400.00)	\$ -	\$ -	\$ (75.00)	\$ (1,475.00)	
CE-3 Construction, Environmental Compliance and Work Zone Monitoring and Inspection	0	0	-75	\$ (10,290.00)	\$ -	\$ -	\$ -	\$ (10,290.00)	
CE-3.2 Construction Activity Monitoring			0	\$ -	\$ -	\$ -	\$ -	\$ -	
CE-3.3 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials)			-75	\$ (10,290.00)	\$ -	\$ -	\$ -	\$ (10,290.00)	
TOTAL Non-Contingency	0	0	-83	\$ (11,690.00)	\$ -	\$ -	\$ (75.00)	\$ (11,765.00)	
							Cost + Fee or Profit =	\$ (11,765.00)	
CONTINGENCY TASKS/DELIVERABLES <i>Unhide rows to assign Subtasks and Hide any unused rows.</i>									
CE-2 Construction Contract Administration/Construction Engineering and Inspection (CA/CEI)	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	
CE-2.9 Design Modifications			0	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL Contingency	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	
							Cont. Cost + Profit =	\$ -	
TOTAL Non-Contingency + Contingency	0	0	-83	\$ (11,690.00)	\$ -	\$ -	\$ (75.00)	\$ (11,765.00)	
							Total Cost + Profit/Fixed Fee +Contingency =	\$ (11,765.00)	

Project Summary															
GRAND TOTAL CALCULATION SECTION															
Hours	Escalated Direct Labor or NBR \$	Overhead	FCCM	Direct Expenses	Total Cost	Profit (or Fixed Fee amount for CPFF)	Cost + Profit or Fixed Fee	% of Total Non-Contingency Labor Costs							
24	\$ 2,361.60	\$ 4,526.24	\$ 5.90	\$ -	\$ 6,893.74	\$ 688.78	\$ 7,582.52	4%							
24	\$ 2,361.60	\$ 4,526.24	\$ 5.90	\$ -	\$ 6,893.74	\$ 688.78	\$ 7,582.52	4%							
0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%							
-118	\$ (8,019.38)	\$ (9,937.71)	\$ (11.56)	\$ (356.25)	\$ (18,324.90)	\$ (1,517.99)	\$ (19,842.89)	-10%							
-70	\$ (3,010.56)	\$ (5,720.82)	\$ (6.83)	\$ -	\$ (8,738.21)	\$ (873.14)	\$ (9,611.35)	-5%							
-48	\$ (5,008.82)	\$ (4,216.89)	\$ (4.73)	\$ (356.25)	\$ (9,586.69)	\$ (644.85)	\$ (10,231.54)	-5%							
1436	\$ 55,746.87	\$ 126,566.27	\$ 165.09	\$ 2,345.00	\$ 184,823.23	\$ 19,260.32	\$ 204,083.55	106.5%							
1575	\$ 69,300.00	\$ 132,820.38	\$ 173.25	\$ 2,345.00	\$ 204,638.63	\$ 20,212.04	\$ 224,850.67	118.0%							
-139	\$ (13,553.13)	\$ (6,254.11)	\$ (8.16)	\$ -	\$ (19,815.40)	\$ (951.72)	\$ (20,767.12)	-11.6%							
1342	\$ 50,089.09	\$ 121,154.80	\$ 159.43	\$ 1,988.75	\$ 173,392.07	\$ 18,431.11	\$ 191,823.18								
<table border="1"> <thead> <tr> <th colspan="2">Totals for CPFF Compensation</th> </tr> </thead> <tbody> <tr> <td>Total Non-Contingency Cost NTE for CPFF</td> <td>\$ 173,392.07</td> </tr> <tr> <td>Non-Contingency Fixed Fee amount for CPFF</td> <td>\$ 18,431.11</td> </tr> </tbody> </table> <p>The Cost and Fixed Fee amounts above are for non-contingency services. Amounts for contingency tasks are entered separately in the contract/WOC. (Disregard this CPFF table if compensation method for the WOC/Contract or amendment is T&M or Fixed Price.)</p>										Totals for CPFF Compensation		Total Non-Contingency Cost NTE for CPFF	\$ 173,392.07	Non-Contingency Fixed Fee amount for CPFF	\$ 18,431.11
Totals for CPFF Compensation															
Total Non-Contingency Cost NTE for CPFF	\$ 173,392.07														
Non-Contingency Fixed Fee amount for CPFF	\$ 18,431.11														
1372	\$ 51,491.15	\$ 123,841.99	\$ 162.94	\$ 1,988.75	\$ 177,484.83	\$ 18,840.04	\$ 196,324.87								