CONTRACT
OREGON DEPARTMENT OF TRANSPORTATION
Professional Services and Related Services
CONTRACT NO. B33385
Project Name: City of Roseburg Transportation System Plan Update

| DBE (Contract includes federal funds: Y X N □) | DBE Goal: 8.5% |
| Certified Small Business Aspirational Target (for State-only funded and Contract will exceed $100,000, including as amended; see Exhibit K) | N/A |
| Expenditure Account (EA) #: 17PF320/101/P32 | ODOT Key #: N/A | Federal Aid #: PR11(001) |

This Contract is between the State of Oregon, acting by and through its Department of Transportation, hereafter called “Agency” or “ODOT,” and David Evans and Associates, Inc., an Oregon corporation, hereafter called “Consultant.” Agency and Consultant together are referred to as “Parties” and individually referred to as “Party.” Agency’s designated “Contract Administrator” and Consultant’s Key Personnel for this Contract are identified in Exhibit J, Contact Information and Key Persons.

For purposes of this Contract:

a) “business days” means calendar days, excluding Saturdays, Sundays and all State of Oregon recognized holidays;
b) “calendar days” means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State of Oregon holiday or other day;
c) “days” means calendar days;
d) “Professional 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];
e) “Related Services” has the meaning provided in ORS 279C.100; and
f) “State” means State of Oregon.

1. Contract Effective Date and Term
This Contract is effective on the date it has been signed by the Parties and all required State of Oregon approvals have been obtained. No payment shall be made for Services that are performed before: i) the Contract effective date and ii) a notice to proceed has been issued by Agency. The “Project” for which Agency requires Consultant’s Services is described in Exhibit A, Statement of Work. Consultant shall perform its obligations according to this Contract through final completion of the Project, unless this Contract is terminated or suspended. Unless otherwise amended or terminated, this Contract shall expire 2/28/18. The required schedule for performance under the Contract is specified in Exhibit A, Statement of Work.

2. Statement of Work
Consultant shall perform all Services and deliver all deliverables as described in Exhibit A, Statement of Work (the “Services”).

3. Compensation
The maximum amount payable to Consultant under this Contract, which includes the amount of any allowable and reimbursable expenses, is $279,424.90, as detailed further in Exhibit B, Compensation.
Agency reserves the right, in its sole discretion, to amend this Contract to increase this amount. The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation. The maximum amount above includes $58,335.06 for contingency tasks, each of which must be authorized separately by Agency.

4. Contract Documents
   a. Exhibits Attached and Incorporated
      This Contract includes the following exhibits, each of which is attached and 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 F – Special Terms & Conditions
      - Exhibit G – Performance Evaluation
      - Exhibit H – Conflict of Interest Disclosure
      - Exhibit J – Contact Information and Key Persons

   b. Exhibits Incorporated by Reference from Website(s)
      This Contract includes the following exhibits, each of which, although not physically attached, is incorporated by this reference into this Contract with the same force and effect as though fully set forth herein:

      - Exhibit I – Errors & Omissions (“E&O”) Claims Process
      - [RESERVED]

The full text of the above referenced exhibits may be reviewed and downloaded online at the following address: [http://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx](http://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx)

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 by reference into the Contract; then the Statement of Work; then all other Exhibits to the Contract; and then any other attachments, 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: [http://www.irs.gov/pub/irs-pdf/p1779.pdf](http://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 ODOT 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 are in compliance with the ODOT Conflict of Interest Guidelines (as may be revised from time to time by Agency) available at: [http://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx](http://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx), and (ii) if submittal of a Conflict of Interest Disclosure Form is required, the information Consultant provided through the Conflict of Interest Disclosure Form is true, accurate and complete as of the Contract effective date or if not, Consultant has submitted to Agency a Conflict of Interest Disclosure Form in the form required by Agency that is updated, true, accurate and complete as of the Contract effective date. In addition, Consultant shall submit to Agency a true, accurate and complete Conflict of Interest Disclosure Form, in the form required by Agency, no later than 10 business days following the date Consultant becomes aware of any staffing, organizational or other material changes that result in nonconformance with disclosure requirements of the ODOT Conflict of Interest Guidelines.

c. Consultant shall be responsible for all federal or 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 ([http://www.irs.gov/pub/irs-pdf/fw9.pdf](http://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 who are performing services or construction work on projects within the scope of the Contract, 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 pertaining to a project, or to performance by other consultants or contractors on a project, that would adversely affect Agency or a particular project, to the extent any such information may come to the attention of Consultant during the performance of Services within the scope of the Contract.

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 10, 11, 12, 13, 14, 17, 24, and 29 of these Contract provisions and the limitations provided in Exhibit B Compensation, in the performance of the subcontracted Services under 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. No Third Party Beneficiaries. Agency and Consultant are the only Parties to the Contract and are the only Parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be
construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name in the Contract and expressly described as intended beneficiaries of the terms of the Contract.

9. Funds Available and Authorized: Payments. Consultant shall not be compensated for Services performed under the Contract by any other agency or department of the State of Oregon. Agency reasonably believes that, as of the effective date of the Contract, it has sufficient funds available and authorized for expenditure to finance the costs of the Contract within Agency's biennial appropriation or limitation. Consultant understands and agrees that Agency's payment of amounts under the Contract is contingent on Agency receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under the Contract. In the event Agency staff responsible for oversight of the Contract become aware that sufficient funds are not available and authorized for expenditure to finance the costs of the Contract within Agency's biennial appropriation or limitation, Agency shall give prompt written notice to Consultant.

   a. Consultant's 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 11 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.

   b. Warranties Cumulative. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

11. 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 - RESERVED**

12. **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 12.c, 12.d, 12.e and 12.f 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 Intellectual Property.** In the event that any Work Product is Consultant Intellectual Property (Consultant 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 is needed by Agency to reasonably enjoy and use any Work Product, Consultant hereby grants to 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, including the right of Agency to authorize contractors, consultants and others to do the same on Agency’s behalf. 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. **Third Party Intellectual Property.** In the event that Work Product is Third Party Intellectual Property (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 Third Party Intellectual Property is needed by Agency to reasonably enjoy and use any Work Product, Consultant shall secure on Agency’s behalf and in the name of 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 Third Party Intellectual Property, including the right of Agency to authorize contractors, consultants and others to do the same on Agency’s behalf.

e. **Consultant 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 is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to 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 employed in the Work Product, including the right of Agency to authorize others to do the same on Agency’s behalf.

f. **Third Party Intellectual Property-Derivative Work.** In the event that Work Product created by Consultant under the Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on Agency’s behalf and in the name of 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 the Third Party Intellectual Property employed in the Work Product, including the right to authorize others to do the same on Agency’s behalf.

g. **Limited Agency Indemnity.** To the extent permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.400, Agency shall indemnify and hold Consultant harmless from liability arising out of Agency’s re-use or alteration of the Work Product.

h. **Consultant Use of Work Product.** Notwithstanding anything to the contrary in this Section 12, 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 13 below, pertaining to Confidentiality and Non-Disclosure.

13. **Confidentiality and Non-Disclosure**

a. **Confidential Information.** Consultant acknowledges that it and its employees and agents may, in the course of performing their responsibilities under the Contract, be exposed to or acquire information that is confidential to Agency. Any and all information that Agency provides to Consultant or its employees or agents in the performance of the Contract that Agency designates as confidential (either on the document itself or through related correspondence), as well as all reports and other documents and materials (including software) that result from Consultant’s use of such information and any other Work Product that Agency designates as confidential, is deemed to be confidential information of Agency (“Confidential Information”). Confidential Information does not include information that (i) is or becomes (other than by disclosure by Consultant) publicly known; (ii) is furnished by Agency to others without restrictions similar to those imposed by the Contract; (iii) is rightfully in Consultant’s possession without the obligation of nondisclosure prior to the time of its disclosure under the Contract; (iv) is obtained from a source other than Agency without the obligation of confidentiality, (v) is disclosed with the written consent of Agency, or; (vi) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

b. **Non-Disclosure.** Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and shall not, without Agency’s prior written consent, copy, reproduce,
sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever, other than the provision of Services to Agency hereunder. Consultant shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use reasonable efforts to assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Consultant shall advise Agency immediately if Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms this Section 13(b), and Consultant shall, at its expense, cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency against any such person. Consultant agrees that, except as directed by Agency, Consultant will not at any time during or after the term of the Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with the Contract, and that upon termination of the Contract or at Agency's request, Consultant shall turn over to Agency all documents, papers, and other matter in Consultant's possession that embody Confidential Information. In the event Consultant is required to disclose Confidential Information pursuant to a subpoena or other legal process, Consultant shall 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.

14. INDEMNITY.

a. CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE STATE OF OREGON, THE OREGON TRANSPORTATION COMMISSION AND ITS MEMBERS, THE DEPARTMENT OF TRANSPORTATION, THEIR OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEYS FEES, OF WHATSOEVER NATURE, RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF CONSULTANT OR ITS SUBCONTRACTORS, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES, UNDER THE CONTRACT.

b. CLAIMS FOR PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE STATE OF OREGON, THE OREGON TRANSPORTATION COMMISSION AND ITS MEMBERS, THE DEPARTMENT OF TRANSPORTATION, THEIR OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEYS 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 GENERALLITY OF SECTION 14(a) OR 14(b), CONSULTANT EXPRESSLY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE STATE OF OREGON, THE OREGON TRANSPORTATION COMMISSION AND ITS MEMBERS, THE DEPARTMENT
OF TRANSPORTATION AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEYS 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 AGENCY BY CONSULTANT THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR 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, THAT STATE 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 STATE AND AGENCY UNDER THIS SECTION 14(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. NOTWITHSTANDING CONSULTANT’S FOREGOING DEFENSE OBLIGATIONS, NEITHER CONSULTANT NOR ANY ATTORNEY ENGAGED BY CONSULTANT SHALL DEFEND ANY CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OREGON ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ANY TIME AT ITS ELECTION ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT IT DETERMINES THAT CONSULTANT IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR THAT CONSULTANT IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE OR THAT IT IS IN THE BEST INTERESTS OF THE STATE OF OREGON TO DO SO. THE STATE OF OREGON RESERVES ALL RIGHTS TO PURSUE ANY CLAIMS IT MAY HAVE AGAINST CONSULTANT IF THE STATE OF OREGON ELECTS TO ASSUME ITS OWN DEFENSE.


15. Insurance. Consultant shall carry insurance as indicated on Exhibit C.

16. 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 thirty (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;

(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 16(a), 16(b), 16(c)(i), 16(c)(ii) or 16(d), Consultant's sole remedy (except as otherwise required by applicable state or federal law) shall be a claim for the sum designated for performing the Services multiplied by the percentage of Services completed and accepted by Agency (with acceptance by Agency not to be unreasonably withheld), less previous amounts paid and any claim(s) which state has against Consultant, except in the event of a termination under Section 16(c)(i) where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium, consistent with Section 9, Funds Available and Authorized; Payments. 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 16(c)(iii) or 16(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 16(c)(iii) or 16(c)(iv), the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 16(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.

17. 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. Agency, the Oregon Secretary of State's Office, the federal grantor agency, the Comptroller General of the United States, and their 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.

18. Performance Evaluations. Agency may conduct performance evaluation(s) on the selected Consultant(s) during the term of the Contract, which will be compiled and maintained by Agency, and become a written record of Consultant's performance, including information gained during an exit interview. Agency will provide copies of any performance evaluation documentation to the affected Consultant and upon request, to third parties, unless lawfully exempt from disclosure. The Performance Evaluation process is included in Exhibit G to this Contract.

19. 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 the following laws, regulations and executive orders to the extent they are applicable: (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) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (v) the Clean Air Act (42 U.S.C. 7401-7671q); (vi) the Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (vii) Executive Order 11738; (viii) Environmental Protection Agency regulations (40 CFR part 15); and (ix) 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 conflicts are discovered 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. Consultant shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

20. 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.

21. **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.

22. **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.

23. **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, 10, 11, 12, 13, 14, 16(e), 16(f), 17, 23, 24, 28 and 29 and all other rights and obligations which by their context are intended to survive.

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

25. **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.

26. **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.

27. 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.

28. 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 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 the Errors & Omissions Claims Process, Exhibit I.
   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 determine if mediation might be productive in resolving 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 decision that will bind the Parties, but will merely act as a facilitator in the process of the Parties’ attempting to resolve the dispute through mutual agreement. In the event that through good faith efforts or mediation proceedings (if entered into) it is determined that the dispute includes issues related to Errors and Omissions, the Errors & Omissions Claims Process shall be followed.

29. 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 other 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 of Marion County for the State of Oregon; 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 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.

30. Amendments
   a. Changes via Amendment. Agency may amend the Contract to the extent permitted by applicable statutes and administrative rules 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 Exhibit A, 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.
   b. Changes via Written Communication. The following amendments to this Contract, when such amendments do not include changes to scope of work or not-to-exceed amount of the Contract, may
be accomplished by written communication (e-mail and fax acceptable) that documents agreement by Consultant and Agency:

(i) The addition of or change in Consultant's subcontractors approved by Agency under the Contract;

(ii) The addition of or changes to Escalated Salary Rates ("ESRs"), Direct Non-Labor Rates ("DNLs") and Negotiated Billing Rates ("NBRs") for Consultant and its subcontractors {provided the procedures in Agency's Billing Rate Policy AGR 06-01, which may be revised from time to time, are followed (see Exhibit B, Part 1 - Section H)};

(iii) Correction of errors, inaccuracies and omissions in the ESRs, DNLs and NBRs, Breakdown of Costs for Services, or other cost schedules;

(iv) Revisions to delivery schedule and Contract expiration date.

Agency reserves the right to issue requirements for the written communications, including but not limited to specific language that must be included to document the agreement by Consultant and Agency.

31. 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 grantees that will be subject to those provisions.

32. 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.

33. 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.

34. Certified Small Business Outreach Plan - RESERVED

Consultant Tax Identification Information. Upon request or when there are any changes to backup withholding status or other information, Consultant shall provide to Agency a current W-9 Form with Consultant’s taxpayer identification number (“TIN”) and the additional information required in the form. Information provided pursuant to this requirement will be used for the administration of state, federal and local tax laws. Agency may report the information to the Oregon Department of Revenue and Internal Revenue Service (“IRS”) under the name and TIN provided.

Contract #: B33385

Legal, tax filing Company Name: David Evans and Associates, Inc.
Address: 530 Center Street N.E., Salem OR 97301
CERTIFICATION:
A. Any individual 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.
(3) She is authorized to act on behalf of Consultant, she has authority and knowledge regarding Consultant’s payment of taxes, and to the best of her knowledge, Consultant is in compliance with any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.605 to 320.150 and 403.260 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 395.520.

B. Any individual signing on behalf of Consultant hereby certifies they are authorized to sign this Contract and that:
(1) Consultant has read this Contract, understands it, and agrees to be bound by its terms and conditions.
(2) Consultant understands and agrees that various Exhibits to the Contract are not physically attached, but are incorporated by reference in Section 4 and have the same force and effect as if fully set forth herein.
(3) (a) If required by 40CFR1506.5(c), Consultant has no financial or other interest in the outcome of the project; and (Check one of the following two certifications as applicable):
(b) [ ] Consultant understands and has provided to all Associates the ODOT COI Guidelines and COI Disclosure Form. Consultant and (to the best of the undersigned’s information, knowledge and belief) Consultant’s Associates are in compliance with the COI Guidelines and have no conflicts of interest, no ODOT employees hired within the last one-year period, and no other disclosures required per the COI Guidelines and COI Disclosure Form. “Associate” has the meaning provided in the COI Guidelines.
(c) [ ] All disclosures required per the COI Guidelines and COI Disclosure Form, for Consultant and (to the best of the undersigned’s information, knowledge and belief) Consultant’s Associates (as defined in the COI Guidelines) have been indicated on the Conflict of Interest Disclosure Form(s) submitted regarding this Contract, and if determined necessary by Agency, a mitigation plan has been approved by Agency.
(The COI Guidelines and COI Disclosure Form are available at: http://www.oregon.gov/ODOT/CS/PUBLIC/RF/RF.aspx.)
(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 Contract, the undersigned shall complete and submit Standard Form 7-L, “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.
(4) Consultant shall require that the language of this certification be included in all subcontracts in excess of $100,000 at all tiers that all such subcontractors shall certify and disclose accordingly.
(5) Consultant is an independent contractor as defined in ORS 670.660 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.

CONSULTANT
By: [Signature] Title: [Position] Date: 7-13-16
Michele Alexander
Legal review: Approved by Sr. AAG Blake E. Underwood via e-mail dated 6-15-2016

ODOT (Procurement Authority)

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EXHIBIT A – STATEMENT OF WORK

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for services in connection with the following project: City of Roseburg Transportation System Plan Project (the “Project”). The Project includes, but is not limited to, the following: analyzing and revising the adopted 2006 Transportation System Plan (“TSP”) and the 2009 Bicycle/Pedestrian Plan; analyzing and recommending revisions to Interchange Area Management Plan (“IAMP”) 123 and IAMP 129; and coordinating analysis consistent with IAMP 127 and Draft IAMPS 124 and 125 as approved by ODOT.

General Background Information:
The City of Roseburg (“City”) is located in Southern Oregon on Interstate 5 and serves as the county seat and regional center of Douglas County (the “County”). While the population of the City is around 21,000, the population surges considerably during the day, and is estimated to be closer to 65,000. The planning area includes the area within the City’s Urban Growth Boundary (“UGB”).

In 2006, the City adopted its TSP. A TSP establishes a system of transportation facilities and services to meet the local, regional, and State of Oregon (“State”) needs and provides direction for allocation of resources to various types of transportation projects.

In 2009, the City adopted its Bicycle/Pedestrian Plan. The Bicycle/Pedestrian Plan recommends a series of improvements to the bicycle and pedestrian systems in the City to ensure connectivity within the community and future connectivity to regional bicycle and pedestrian systems.

Since the adoption of the TSP, the City has experienced significant changes including an increase in employment centers, population changes, funding challenges, expansion of the UGB, and outdated data sources including revised and State-approved 20-year population forecasts. These changes make it difficult for the City to secure funding for transportation projects necessary to accommodate economic growth.

While ten (10) years remain of the 2006 TSP’s horizon year of 2025, the City must update its TSP to meet the requirements of the Transportation Planning Rule (“TPR”). This includes updating the TSP elements including, but not limited to the road plan, public transportation plan, bicycle and pedestrian plan, air plan, pipeline plan, rail plan, and water plan. In addition, the TSP needs to consider the street system functional classification updates, environmental justice, consistency between adopted state and local TSPs, land use changes, and changes to data sources.

The TSP will help accomplish the following goals:

- Assure adequate planned transportation facilities to support planned uses over the next twenty (20) years;
- Provide certainty and predictability for locating new public streets, roads, highway improvements, and other planned transportation improvements;
- Provide predictability for land development;
- Help reduce the costs and maximize the efficiency of public spending on transportation facilities and services by coordinating land use and transportation decisions; and
- Incorporate the Bicycle/Pedestrian Plan as a section of the TSP.

General Expectation

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Consultant commits to oversee and direct the Services to be performed for the Project to obtain the greatest long-term value for the State of Oregon, and which reflects the prudent expenditure of public funds within the constraints of the Project, program, context and budget. In pursuing this goal, Consultant commits to:

i. Perform the Services in a way that is appropriate for the context of the Project and the nature of its function, both present and future;

ii. Avoid expenditures for aesthetic effect which are disproportionate to the Project as a whole;

iii. Manage and facilitate all facets of the Project that are reasonably within Consultant’s control to ensure the Project is completed on or ahead of time and within budget;

iv. Strive to reduce the construction cost of the Project while keeping life-cycle costs low;

v. Use recycled/recyclable products to the maximum extent economically feasible in the performance of this Contract; and

vi. Apprise ODOT throughout the Contract concerning the economic impact of all decisions; and embody sound and cost-effective sustainability principles in the Services performed under the Contract in accordance with the Department of Administrative Services Sustainable State Facilities Standards and Guidelines.

### Acronyms and Definitions

<table>
<thead>
<tr>
<th>Agency – Oregon Department of Transportation (“ODOT”)</th>
<th>Project – City of Roseburg TSP Update</th>
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<tbody>
<tr>
<td>APM – Agency’s Project Manager</td>
<td>SOW – Scope of Work</td>
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<td>ATA – Agreement to Agree</td>
<td>SPIS – Safety Priority Index System</td>
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<td>CAC – Citizen’s Advisory Committee</td>
<td>TAC – Technical Advisory Committee</td>
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<td>City – City of Roseburg</td>
<td>TAZ – Transportation Analysis Zone</td>
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<td>HCM – Highway Capacity Manual</td>
<td>TDM – Transportation Demand Management</td>
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<td>LOS – Level of Service</td>
<td>TM – Technical Memo</td>
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<td>NTP – Notice to Proceed</td>
<td>TPAU – Transportation Planning and Analysis Unit</td>
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<tr>
<td>OAR – Oregon Administrative Rule</td>
<td>TPR – Transportation Planning Rule</td>
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<tr>
<td>ODOT – Oregon Department of Transportation</td>
<td>TSP – Transportation System Plan</td>
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<tr>
<td>OHP – Oregon Highway Plan</td>
<td>V/C – Volume to Capacity</td>
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<td>PA – Price Agreement</td>
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### B. STANDARDS and GENERAL REQUIREMENTS

#### 1. Standards

The standards, manuals, directives and other procedural guidance applicable to Professional Services and Related Services provided are available at the following web site and are incorporated by this reference with the same force and effect as though fully set forth herein:


The standards, manuals, directives and other procedural guidance available at http://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx (under “Resources”) are not exhaustive and may not include all applicable standards for a given Project. Consultant shall be responsible for determining all applicable practices and standards to be used in performing Professional Services and Related Services. Consultant shall inform and demonstrate to Agency if standards, directives or
practices required by Agency in performance of the work are insufficient, in conflict with applicable standards, or otherwise create a problem for the design. Should the requirements of any reference, standard, manual or policy referenced in this Contract conflict with another, Consultant shall request Agency in writing to resolve the conflict.

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

Within four (4) weeks of notice-to-proceed ("NTP"), the City will provide Consultant electronic and editable versions (i.e. not PDF) of all elements of the existing TSP. Text-based elements will be provided to Consultant in MS Office file formats (i.e., MS Word, Excel, etc.). Mapping and graphics from the existing TSP will be provided to Consultant in an editable GIS format. To extent possible existing text and tables will be reused.

2. **Software Requirements**

Consultant’s software must 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 may result from any transfer of data. Compressed data must be in a "self-expanding executable" format. To ensure and verify this level of compatibility, Agency may provide sample or required format(s) to Consultant, and Consultant and Agency may conduct tests of sample deliverables from Consultant, and Agency may provide sample or required format(s) to Consultant. Agency reserves the right to reject deliverables that do not meet these requirements. If a deliverable is rejected, Consultant shall resubmit deliverables to Agency that meet these requirements, and shall not bill Agency for the rejected deliverables or for time associated with correcting the rejected deliverables.

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

Software standards currently used by Agency are specified below. Agency anticipates that it will update its software periodically and at such time, new software may be required by notice provided to Consultant 30 days in advance. Software standards include but are not limited to the following:

- Synchro Version 7
- Microsoft Office Version 10, except MS Project
- Microsoft Project 2003
- SimTraffic Version 7
- Adobe Acrobat Version 11
- Photoshop/Creative Suite Applications Version CS6
- ArcGIS 10 SP4
- Software programs following Highway Capacity Manual 2010 ("HCM 2010") procedures

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

- Consultant and its subconsultants must be duly licensed to perform the Services, as required by the applicable Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws. Consultant’s personnel and subconsultant personnel must be duly licensed to perform all Services which they will be performing under the Contract, must be performing such Services
under the "responsible charge" of a person so licensed (as that term is defined under ORS Chapter 672), 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.
   - **Personnel, Materials, and Equipment.** Consultant shall provide competent personnel and shall furnish all supplies, equipment, tools, and incidentals required to accomplish the work. All equipment and tools must be in good operating condition and shall be kept in proper adjustment throughout the duration of the Contract. All materials and supplies must be of good quality and suitable for the assigned work.

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

   - Consultant shall coordinate with Agency staff as necessary and shall revise draft deliverables to incorporate Agency 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. **FORMAT REQUIREMENTS**

   - Consultant shall submit draft and final deliverables in electronic (.pdf) format via e-mail unless specified differently by Agency.
   - Consultant shall submit any graphic files accompanying reports separately in .pdf, .jpg or .tif formats unless specified differently by Agency.
   - Mapping and graphics from the existing TSP shall be provided to Consultant in an editable GIS format.
   - Deliverables may be in color, but shall be readable and understandable in black and white.
   - Maps shall include at a minimum: scale, direction indicator, legend, source and date.
   - Each draft text or spreadsheet based deliverable shall be provided in MS Office and PDF formats fully compatible with the version used by Agency.

E. **TASKS, DELIVERABLES and SCHEDULE**

**Task 1 PROJECT MANAGEMENT**

Consultant shall be responsible for Project Management throughout the duration of this Contract, which is expected to be eighteen (18) months in duration. Consultant shall manage the analysis and production efforts, and in coordination with Agency, monitor progress and quality control activities. These Services are included as part of each task in this Contract.
Consultant’s specific project management duties include the following:

- Program, Supervise, and Coordinate On-Going Project Services and Consultant Staff.
- Set-Up and Maintain On-Going Project Files.
- Prepare and Submit On-Going Invoices.
- Conduct On-Going Management Level Review of Work-in-Progress and Final Products.

**Task 1.1 Project Schedule**

Consultant shall prepare, maintain and update the Project Schedule in a format of Consultant’s choosing (e.g., excel). The initial Project schedule must be submitted within two (2) weeks of NTP and must not include Project Advisory Committee (“PAC”) and Public meeting dates which will be set after the Project Kick-Off Meeting/teleconference as discussed in Task 2. During the Project, Consultant shall provide two (2) schedule updates as necessary to indicate consistency with or changes to anticipated milestone dates (or as necessary).

**Task 1.2 Telephone Conferences**

Consultant shall communicate regularly with the City and APM via nine (9) telephone conference calls (i.e., every other month). Dates and times of scheduled teleconferences will be determined at the Project Kick-Off Meeting/teleconference. Consultant shall host each telephone conference call and arrange a standard call-in number, which will be up to one (1) hour in duration. Consultant shall develop an agenda for each telephone conference call, and shall disseminate the agenda to the PMT no later than the evening prior to each call.

**Task 1.3 Progress Reports and Invoices**

Each telephone conference call will include up to thirty (30) minutes each for preparation time and meeting notes. Each telephone conference call may be cancelled and rescheduled as Project needs dictate. Consultant shall prepare and submit monthly progress reports and invoices to APM by the 15th of each month.

**Task 1 - Consultant Deliverables**

- Initial Project Schedule
- Two (2) Project Schedule updates
- Nine (9) Monthly APM Telephone Conferences.
- Eighteen (18) Monthly Progress Reports and Invoices.

**Task 2 PUBLIC AND AGENCY INVOLVEMENT PROGRAM**

Consultant shall implement the Project’s Public Involvement Program (“PIP”) as outlined in Task 2. The City will provide recommendations for stakeholder involvement and PAC membership to the Consultant prior to the Project Kick-Off Meeting. The PIP is assumed to be sufficient to support the development of the TSP. A PAC will oversee the development of the TSP. Whenever possible, PAC meetings and public meetings, shall be scheduled on the same or adjacent days to minimize travel costs. The budget assumes up to two (2) Consultant staff will attend each meeting. Consultant shall provide web-based information to the City for hosting on the City’s website.

The PIP consists of three (3) primary elements and shall integrate City, Agency and public review:

- Project Kick-Off Meeting/teleconference.
- Three (3) PAC meetings
• Two (2) public meetings.

Task 2.1 Kick-off Teleconference
The Project Kick-Off Meeting/teleconference will provide an opportunity for the City, APM and PAC members identified by the City and Agency, to provide guidance to the Consultant on the Project schedule, tasks, meetings, milestones, deliverables, and messaging. An interactive tool (i.e., WebEx, Go-To-Meeting) may be desirable for this teleconference. The milestones will be determined during the teleconference in conjunction with the City and APM. The Project Kick-Off Meeting/teleconference will also provide an opportunity for the City to finalize the Project’s PIP. The Project Kick-Off Meeting/teleconference will provide an opportunity for the City and Agency to present information for use in later tasks and provide a summary of key spots in the Project area to the Consultant. Agency and City will arrange teleconference facilities, provide teleconference notification to attendees, and distribute summary teleconference materials.

For the Project Kick-Off Meeting/teleconference, Consultant shall:
• Facilitate the Project Kick-Off Meeting/teleconference, which is expected to last two (2) hours or less, and must occur four (4) weeks from NTP.
• Provide teleconference materials (agenda and handouts) to City and APM two (2) weeks prior to Project Kick-Off Meeting/teleconference to allow sufficient time for review and comment.
• Prepare and distribute Project Kick-Off Meeting/teleconference summary notes and responses to comments made during the teleconference on a Comment Log to City and APM within two (2) weeks of the Project Kick-Off Meeting/teleconference.

For the Project Kick-Off Meeting/teleconference, City/Agency will provide:
• Input on desired agenda items three (3) weeks prior to the Project Kick-Off Meeting/teleconference.
• Input on milestones, schedule, and meetings.
• Maps or description of key locations (hot spots of interest).
• Information for later tasks (e.g., projects currently under consideration but not documented, changes to projects in adopted plans, status of projects in adopted plans, funding, etc.).
• Handouts necessary for discussion of above items.

Task 2.2 Project Advisory Committee
The PAC will provide technical and policy guidance to Consultant throughout the Project. Additionally, the PAC will represent the public perspective regarding the TSP. Consultant shall meet with the PAC three (3) times, the first within forty-two (42) weeks of NTP to present Technical Memo (“TM”) #1 through TM #4, the second within sixty (60) weeks of NTP to present TM #5 and the third within seventy-two (72) weeks to present the draft plan. Agency and City will arrange meeting facilities, provide meeting notification to PAC, and distribute meeting materials. Agency, in consultation with Consultant and City, will establish PAC members and meeting schedule after the Project Kick-Off Meeting/teleconference.

PAC members may include representatives from the following:
• City Staff.
• County Staff.
• ODOT Staff.
• Umpqua Transit Staff.
• Department of Land Conservation and Development Staff.

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- Roseburg School District Staff.
- Emergency Service Provider.
- Freight Representative.
- Bicycle/Pedestrian Representative.
- Interested Citizens.
- City Council or Commission Members
- Transportation Interest Groups.
- Community Economic Interests.
- Natural Resource Agencies.
- Local Business Owners.

Consultant shall meet with the PAC to discuss Project progress and review materials. Specific duties are outlined below:

- Initial PAC meeting is expected to be two and a half (2.5) hours or less. The additional half (0.5) hr. will be used to solicit feedback on potential transportation improvement concepts that will not be supported.
- Subsequent PAC meetings are expected to be two (2) hours or less.
- Consultant shall submit PAC agenda to City and APM at least two (2) weeks prior to the meeting to allow sufficient time for review and comment.
- Consultant shall provide Project materials (including agenda, handouts, and sign-in sheet) at the meeting.
- Consultant shall prepare meeting presentations (enlargement of established Work Products as identified in Tasks 3-7) and facilitate meeting.
- Consultant shall take meeting notes and distribute meeting minutes to City and APM within two (2) weeks of each meeting. Consultant shall also summarize action items and responses, responding to each substantive comment received on Project materials during the meeting.

Task 2.3 Public Meetings

Public outreach will include two (2) public meetings.

- Public Meeting #1 will introduce the Project to the public and provide an opportunity to give input on existing and future conditions analysis.
- Public Meeting #2 will provide members of the public an opportunity to review and provide input on proposed projects for the TSP.

At each Public Meeting, Consultant shall present current Project progress and Project materials.

- Each Public Meeting is expected to last three (3) hours or less, and the first must occur within forty-two (42) weeks from NTP to present TM's 1-4, and second within seventy-two (72) weeks of NTP to present the draft plan.
- Meeting materials shall be reused from the PAC presentation and not be specific to the audience (general public)
- Consultant shall submit meeting materials to City and APM at least two (2) weeks prior to meeting to allow sufficient time for review and comment.
- Consultant shall provide presentation materials (including agenda (if applicable), handouts, and sign-in sheet) and comment cards for each public meeting.
- Consultant shall provide summary of input, including a brief written response to each comment, from each public meeting to the City and APM within two (2) weeks of each meeting.
Task 2 - Consultant Deliverables

- Project Kick-Off Meeting/teleconference materials (agenda and handouts), facilitation, summary notes, and comment log responses from teleconference discussion.
- PAC meeting #1 materials, facilitation, and meeting minutes.
- PAC meeting #2 materials, facilitation, and meeting minutes.
- PAC meeting #3 materials, facilitation, and meeting minutes.
- Public Meeting #1 materials, facilitation, comment cards and meeting minutes.
- Public Meeting #2 materials, facilitation, comment cards, and meeting minutes.

Task 3 DEFINITIONS AND BACKGROUND

Consultant shall prepare TM #1, to define goals and context for preparing the TSP and to establish the baseline assumptions for the Project. TM #1 goals must be based on the existing TSP and provided to the City for update. TM #1 review of plans and policy must rely on the work previously done for the 2006 TSP (current), IAMP 124/125, IAMP 127 and the 2009 Bicycle and Pedestrian Plan. Consultant shall copy and paste relevant sections and provide to the City for update and expansion, as needed. TM #1 must include policy review and Project overview as described below. Additional TM #1, Appendix A must outline the methodology to be used for the traffic count data adjustments and modeling assumptions as described below.

Policy Review

Consultant shall utilize the IAMP 127 summary of existing plans, policies, strategies, codes, regulations and laws applicable for this TSP. The City will review documentation and update/expand the discussion to cover the larger study area. The goal of this task is to understand and document the relationship and identify any potential conflicts with transportation system planning in the Project area. Consultant’s review shall include the following:

- City Comprehensive Plan.
- City zoning and subdivision ordinances and associated street standards.
- City Transportation System Plan.
- City Transportation System Analysis of Stephens Street from Garden Valley to Washington Street.
- City Urban Renewal Plan.
- City Downtown Plan.
- City Waterfront Plan.
- City Bicycle and Pedestrian Plan.
- City Capital Improvement Program.
- City Land Use Development Ordinance, and applicable draft amendments
- Transportation Planning Rule (OAR 660-012).
- Access Management Rule (OAR 734-051).
- Oregon Highway Plan.
- State Modal Plans (Bicycle and Pedestrian, Rail, Freight, Public Transportation, Transportation Options, Aviation, Transportation Safety).
- ODOT Analysis Procedures Manual (most recent chapters).
• OR138 Environmental Impact Statement and Construction Plans.
• 2012-2015 Statewide Transportation System Improvement Program ("STIP").
• Draft 2015-2018 STIP.
• IAMP 123.
• Draft IAMPS 124 & 125 (including any related TMs).
• IAMP 127.
• IAMP 129.
• Other applicable laws, rules, regulations, plans, studies, etc.

**Project Overview**
Consultant shall prepare a Project overview that is based on the existing TSP. The following sections will be submitted from the existing TSP for the City to update:

- Purpose and Introduction – states the reasons and context for the Project.
- Problem Statement – serves as a basis for development and evaluation of concepts, and the selection of a preferred concept.
- Goals and Objectives - should reflect the goals of the City and Agency for the transportation system in the Project area. Goals should be overarching statements of general principle or purpose. Objectives should be quantitatively measurable or pass/fail.
- Evaluation criteria associated with goals and objectives to compare and select preferred individual projects. Decision criteria for selecting the preferred concept will be developed in consultation with Agency and City, but shall include, at a minimum: mobility, cost, likelihood of being funded, safety, land use, environmental effects, and effect on Title VI and Environmental Justice populations.
- Study area – proposes boundary for the Project including a map of the study area. Study area shall, at a minimum, include City limits, Urban Growth Boundary, and proposed urban reserves. Study area shall account for roads that traverse outside the UGB in order to connect two points within the UGB.

**Methodology and Assumptions Memorandum (TM #1, Appendix A)**
As TM #1 - Appendix A, Consultant shall prepare and submit a Methodology and Assumptions Memorandum for existing conditions, future conditions, and concept analysis to TPAU, Region 3 Traffic and City.
Consultant shall outline steps to be taken (if needed) to help resolve potential issues relating to the current and future conditions as raised by Agency or City as well as response timelines to resolve issues. Consultant assumes that the travel demand model data, provided by Agency, is ready for post-processing of the future “No-Build” scenario.

Consultant shall obtain approval of methodology from TPAU, Region 3 Traffic, and City prior to beginning analysis. Consultant shall obtain approval of analysis and conclusions from TPAU, Region 3 Traffic, and City prior to submitting Draft TMs in later tasks (e.g. Tasks 5, 6, and 7). TPAU, Region 3 Traffic, and City shall each review and provide one (1) consolidated, non-conflicting set of comments in a comment log within two (2) weeks of acceptance of the deliverable.

**Task 3.1 Draft TM#1**
Consultant shall use the preceding plans and policies as described in Task 3.0. to prepare Draft TM #1. Consultant shall prepare and submit Draft TM #1 deliverable to City and APM for review, within eight (8) weeks of NTP. The City, PAC, and Agency shall each review and APM will provide one (1)
consolidated, non-conflicting set of comments in a Comment Log within two (2) weeks of APM acceptance of the deliverable.

Task 3.2 Draft TM#1, Appendix A: Methodology and Assumptions Memorandum
Consultant shall use the preceding data as describe in Task 3.0 to prepare Draft TM #1, Appendix A. Consultant shall prepare and submit Draft TM #1, Appendix A to the City and APM for review after receiving approval from TPAU, Region 3 traffic, and City. City, PAC, and Agency shall each review and APM will provide one (1) consolidated, non-conflicting set of comments in a Comment Log within two (2) weeks of APM acceptance of the deliverable.

Task 3.3. Final TM#1
Within two (2) weeks of receiving comments from City, APM, and PAC members, Consultant shall revise Draft TM #1 and submit Final TM #1 to the City and APM.

Task 3.4 Final TM#1, Appendix A: Methodology and Assumptions Memorandum
Within two (2) weeks of receiving comments from the City, APM, and PAC members, Consultant shall revise Draft TM #1, Appendix A and submit Final TM #1, Appendix A to City and APM.

Task 3.5 Comment Log, TM #1
Consultant shall prepare and submit a comment log, responding to each comment received on TM #1. Comment log shall be submitted to the City and APM within two (2) weeks of receiving one set of consolidated comments.

Task 3.6 Comment Log, TM #1, Appendix A
Consultant shall prepare and submit comment log, responding to each comment received on the TM #1, Appendix A. The comment log shall be submitted to the City and APM within two (2) weeks of receiving one set of consolidated comments.

Task 3 - Consultant Deliverables
- Draft TM #1, Appendix A: Methodology and Assumptions Memorandum
- Draft TM #1.
- Final TM #1, Appendix A: Methodology and Assumptions Memorandum
- Final TM #1.
- Comment Log (TM #1, Appendix A: Methodology and Assumption Memorandum) with responses to City/Agency comments.
- Comment Log (TM #1) with responses to City/Agency comments.

TASK 4 UPDATE SYSTEM INVENTORY
Agency or City will provide Consultant with editable formats of any tables, data, and documentation associated with the existing TSP (e.g., .doc, GIS shapefiles, and .xls). Consultant shall combine inventory data into a more user-friendly tabular summary and identify additional information for the City to update/provide. City will review and update the inventory to reflect current conditions. Consultant shall incorporate inventory updates provided by the City into TM #2 and shall not collect new data or conduct additional survey, aerial, or field verification. Consultant shall prepare TM #2 as a current inventory of the transportation facilities in the City. All inventories must be presented in a tabular or map format, with a simple and concise accompanying narrative. No new data will be generated by the Consultant in this task.
Existing Land Uses
City will provide editable GIS shapefiles, tables, narrative and changes since 2006 (as discussed in bullets below) to Consultant for inclusion in TM #2. Consultant shall copy data provided by the City into TM #2. For the existing land use analysis, the City will:

- Summarize existing land uses and vacant and developable land.
- Create and provide maps showing the comprehensive plan designation, zoning designation, and any special overlay areas.

Existing Street Network
City/Agency will provide editable GIS shapefiles and tables to Consultant. Consultant shall repackage data into a consolidated, user-friendly tabular format and identify any inconsistencies for resolution by the City, County, and ODOT. City/Agency will review and mark up the consolidated data to reflect changes since 2006 and provide an accompanying narrative for Consultant to include in TM #2. The following will be included by the City/Agency in the area-wide street inventory update:

- Location and jurisdictional responsibility.
- Roadway functional classification, including differentiation between state and local arterials, minor collectors, and major collectors.
- Freight routes.
- For collectors and above:
  - Pavement and shoulder width, number of lanes, lane width (current GIS inventory of ROW by street centerline as provided by City, County and ODOT).
  - Right-of-Way width (current GIS inventory of ROW by street centerline as provided by City, County and ODOT).
  - Pavement type and condition (current pavement condition as inventoried and evaluated by City, County and ODOT, provided in GIS format).
  - Location of medians.
  - On-street parking locations (current inventory as identified and mapped in GIS by the City).
  - Posted speed limits.
  - Stop control devices.
  - Rail crossings.
  - Access information per ODOT’s Access Management System (current GIS inventory of access location and type data provided by ODOT).
  - Bridges and condition (per ODOT Bridge Management System).
  - Culverts (per ODOT, City and County inventory, in GIS format).
  - National Highway System facilities.

Existing Bicycle/Pedestrian Network
City will provide editable GIS shapefiles and tables to Consultant. Consultant shall copy and paste corresponding existing 2009 Bicycle and Pedestrian sections into TM #2. The inventory will be updated by the City to reflect inventory updates since 2009. The Consultant is not responsible for completing the Americans with Disability Act ("ADA") ramp and sidewalk survey, only integrating the data provided by the City, County, and State. The following must be included:

- Bicycle facility types, locations, width, surface type, ownership, geometry, and conditions, including paved shoulders at least 4’ in width.
- Pedestrian facility types, locations, width, geometry, conditions, including paved shoulders at least 4’ in width.
- Crosswalk locations and conditions.
• ADA accessible public sidewalk conformance impediments, as currently identified by the City and mapped in GIS.
• Arterials and collector streets currently lacking bicycle or pedestrian facilities and other gaps in bicycle and pedestrian systems.
• Activity centers likely to draw bicyclists and pedestrians, such as schools, employment centers, parks, and commercial centers.

Existing Public Transit Services Inventory
Consultant shall incorporate available inventory data and mapping provided by Umpqua Transit to update the 2006 Roseburg TSP inventory for existing public transportation throughout the City for inclusion into TM #2. The following must be included:
• Existing and planned public transportation facilities and services.
• Major transit stops and fixed-routes for geographic areas and populations served.
• Limitations to service, including service to other communities or problems with accessing the services.
• Para-transit and dial-a-ride coverage, demand and cost.

Existing Air, Water, Rail and Pipeline Inventories
City will provide editable GIS shapefiles and tables to Consultant. Consultant shall repackage inventory of existing and planned air, water, rail and pipeline facilities into consolidated, user-friendly tabular format and identify any inconsistencies for resolution by the City, County, and Agency for inclusion into TM #2. No analysis of rail operations or crossings will be included in this task. City will review and mark up the consolidate data to reflect changes since 2006 and provide an accompanying narrative for Consultant to include in TM #2.
The City data will include the following:
• Location and classification of facilities.
• Description of service areas.
• Owner/operator of service.
• Condition of existing facilities and needed and planned improvements.
• Current and expected passenger and cargo volume and types.
• Relevant land use or regulatory protections and potential development or land use conflicts.
• Relevant overlays (such as Runway Protection zone).
• Planned natural gas or other pipeline service.

Natural Resources and Environmental Barriers
City will provide editable GIS shapefiles, tables, narrative and changes since 2006 (as discussed in bullets below) to Consultant for inclusion in TM #2. Consultant shall copy data provided by the City into TM #2. No additional coordination with other state agencies (such as the Oregon State Historic Preservation Office or the Oregon Department of Fish and Wildlife) will be conducted. The following data will be provided by the City:
• Goal 5 Resource mapping.
• Federal Emergency Management Agency floodplain mapping.
• Potential wetlands.
• National Heritage Database.
• Threatened and Endangered listed species.
• Known hazardous materials spill locations.
• Historic resources.
- Section 4(f) (federal Department of Transportation Act) and 6(f) (federal Land and Water Conservation Fund Act) resources.
- Potential archaeology sites.

Demographic Data
City will provide editable GIS shapefiles and tables to Consultant inclusive of Portland State University ("PSU") population forecast for Roseburg. It is assumed that the City will coordinate directly with PSU to acquire most recent data. Consultant shall update the 2006 Roseburg TSP inventory for existing demographic and employment data and local activity centers using available information from census data, the City, PAC team members, and the Oregon Office of Economic Analysis ("OEA"). Title VI and Environmental Justice populations, including minority populations, elderly, low-income, and other protected groups, must be identified and mapped by the Consultant using information from the most recent United States Census data available, the PAC, and the City. Information must be refined by the Consultant following input from the PAC, City, and Agency, with concentrations of those populations specifically identified. The updated inventory must include the following:
  - Minority populations.
  - Elderly populations.
  - Low-income populations.

Task 4.1 Draft TM#2
Consultant shall use all the preceding data from Task 4.0 to prepare and submit a Draft TM #2 to City and APM for review and comment, within sixteen (16) weeks from NTP. City, PAC, and Agency will each review and APM will provide one (1) consolidated, non-conflicting set of comments on a Comment Log within two (2) weeks of APM acceptance of the deliverable.

Task 4.2 Final TM#2
Within two (2) weeks of receiving a consolidated Comment Log from the APM, Consultant shall revise Draft TM #2 and submit the Final TM #2 to City and APM.

Task 4.3 Comment Log Responses
Consultant shall prepare and submit comment log responses, responding to each comment received on TM #2 to the City and APM within two (2) weeks of receiving the comments.

Task 4 - Consultant Deliverables
  - Draft TM #2.
  - Final TM #2.
  - TM #2 Comment Log responses.

Task 5 CURRENT TRANSPORTATION SYSTEM OPERATIONS
Consultant shall prepare TM #3 to describe current transportation system operations. Consultant shall analyze current traffic operations and turning movements in the study area. Consultant shall coordinate all analysis as needed with the ODOT Transportation Planning and Analysis Unit ("TPAU"), ODOT Region 3 Traffic, City, and County. All volumes must be the 30th highest hour. For new count adjustments, the Consultant shall use traffic analysis software programs following Highway Capacity Manual 2010 ("HCM 2010") procedures and must be consistent with the TPAU’s analysis procedures available on the Internet at: http://www.oregon.gov/ODOT/TP/Pages/APM.aspx. Signalized intersections must use HCM 2000 methods for obtaining intersection volume-to-capacity ratios.
Consultant shall obtain signal timing from the ODOT Region 3 Traffic, the City and the County, as appropriate. TM #3 must include a narrative and graphics for the following sections: traffic operations (narrative only), crash analysis, bicycle, pedestrian, and transit analysis, and freight assessment as described below. The additional TM #3, Appendix A must present the agreed upon traffic volumes (graphical and narrative format) and operational analysis for the existing conditions (non-narrative format) and models.

Current Transportation System Analysis
Consultant shall obtain approval of current transportation system analysis and conclusions as prescribed in TM #1 Appendix A (Methodology Memorandum) from the ODOT TPAU, Region 3 Traffic, City and County. A summary of the status of this task must be presented, discussed with the Agency and City, and recorded in minutes as part of the monthly teleconference call(s), as appropriate.

Traffic Counts (TM #3, Appendix A)
Agency will provide the following traffic counts to Consultant:

16-hour Intersection Classification Counts:
1. NE Chestnut Ave. @ NE Cedar St.
2. NE Diamond Lake Blvd. @ SE Stephens St. (OR 138E Solutions Project)
3. NE Diamond Lake Blvd. @ NE Jackson St./NE Winchester St. (OR 138E Solutions Project)
4. NE Diamond Lake Blvd. @ NE Fulton St.
5. NE Diamond Lake Blvd. @ NE Rifle Range St.
6. NE Diamond Lake Blvd. @ NE Douglas Ave.
7. NE Douglas Ave. @ NE Rifle Range St.
8. SE Douglas Ave. @ NE Jackson St.
9. SE Douglas Ave. @ SE Kane St.
10. SE Douglas Ave. @ SE Ramp Rd.
11. NW Edenbower Blvd @ NE Stephens St. (Draft IAMP 127)
12. NW Edenbower Blvd. @ NW Aviation Dr. (Draft IAMP 127)
13. NW Edenbower Blvd. @ NW Broad St. (Draft IAMP 127)
14. NE Garden Valley Blvd. @ NE Walnut Street
15. NE Garden Valley Blvd. @ NE Rocky Ridge Dr.
16. NE Garden Valley Blvd. @ NE Stephens St. (Draft IAMP 125)
17. NE Garden valley Blvd. @ NE Airport Rd./NE Cedar St. (Draft IAMP 125)
18. NW Garden Valley Blvd. @ Garden Valley Shopping Center (Draft IAMP 125)
19. NW Garden Valley Blvd. @ Centennial Dr./NE Estelle St. (Draft IAMP 125)
20. NW Garden Valley Blvd. @ NW Goetz Street/Duck Pond Street
21. NW Garden Valley Blvd. @ NW Stewart Pkwy. (Draft IAMP 125)
22. NW Garden Valley Blvd. @ Roseburg Valley Mall (Middle Entrance)
23. NW Garden Valley Blvd. @ NW Kline St.
24. NW Garden Valley Blvd. @ NW Troost St.
25. NW Garden Valley Blvd. @ Melrose Rd.
26. NW Keasey St. @ NW Calkins Rd.
27. W. Harvard Ave. @ Lookingglass Rd.
28. W. Harvard Ave. @ W. Broccoli St.
29. W. Harvard Ave. @ W. Keady Ct.
30. W. Harvard Ave. @ NW Stewart Pkwy. (Draft IAMP 124)
31. W. Harvard Ave. @ Centennial Dr.
32. W. Harvard Ave. @ W. Maple St. (Draft IAMP 124)
33. W. Harvard Ave. @ W. Harrison St. (Draft IAMP 124)
34. W. Harvard Ave. @ W. Corey St. (Draft IAMP 124)
35. W. Harvard Ave. @ W. Umpqua St. (Draft IAMP 124)
36. I-5 Exit 129 @ SB On/Off Ramps/Del Rio Rd.
37. I-5 Exit 129 @ NB On/Off Ramps/OR 99
38. I-5 Exit 127 @ NB On/Off Ramps/NW Edenbower Blvd. (Draft IAMP 127)
39. I-5 Exit 127 @ SB On/Off Ramps/NW Edenbower Blvd. (Draft IAMP 127)
40. I-5 Exit 125 @ NB Off-Ramp/NW Garden Valley Blvd./NW Mulholland Dr. (Draft IAMP 125)
41. I-5 Exit 125 @ SB On-Ramp/NW Garden Valley Blvd./NW Mulholland Dr. (Draft IAMP 125)
42. I-5 Exit 124 @ NB On/Off Ramps/W. Harvard Ave. (Draft IAMP 124)
43. I-5 Exit 124 @ SB On/Off Ramps/W. Harvard Ave. (Draft IAMP 124)
44. I-5 Exit 124 @ NB On-Ramp/W. Harvard Ave. (Draft IAMP 124)
45. I-5 Exit 123 @ NB On/Off Ramps/SW Portland Ave.
46. I-5 Exit 123 @ SB On/Off Ramps/SW Portland Ave.
47. NE Lincoln St. @ NE Malheur Ave.
48. SE Oak Ave. @ SE Spruce St. (Draft IAMP 124)
49. SE Oak Ave. @ SE Pine St. (Draft IAMP 124)
50. SE Oak Ave. @ SE Stephens St. (Draft IAMP 124)
51. SE Oak Ave. @ SE Jackson St.
52. OR 99 @ Wilbur Rd.
53. OR 99 @ N. Bank Rd.
54. OR 99 @ Del Rio Rd./Umpqua College Rd.
55. SE Pine St. @ SE Mosher Ave.
56. NE Stephens St. @ Kenneth Ford Dr.
57. NE Stephens St. @ NE Newton Creek Rd.
58. NE Stephens St. @ NE Chestnut Ave.
59. NE Stephens St. @ NE Winchester St.
60. SE Stephens St. @ SE Douglas Ave. (OR 138E Solutions Project)
61. SE Stephens St. @ SE Mosher Ave.
62. SE Stephens St. @ S. Gate Shopping Center Entrance
63. NW Stewart Pkwy. @ NE Stephens St. (Draft IAMP 127)
64. NW Stewart Pkwy. @ NE Airport Rd.
65. NW Stewart Pkwy. @ NW Aviation Dr./NW Mullholland Dr.
66. NW Stewart Pkwy. @ NW Edenbower Blvd. (Draft IAMP 127)
67. NW Stewart Pkwy. @ Roseburg Mall Entrance/Walmart Entrance
68. NW Stewart Pkwy. @ NW Valley View Dr.
69. NW Stewart Pkwy. @ NW Harvey Ave.
70. NW Troost St. @ NW Calkins Rd.
71. NE Vine St. @ NE Alameda Ave.
72. SE Washington Ave. @ W. Madrone St. (Draft IAMP 124)
73. SE Washington Ave. @ SE Spruce St. (Draft IAMP 124)
74. SE Washington Ave. @ SE Pine St. (Draft IAMP 124)
75. SE Washington Ave. @ SE Stephens St. (Draft IAMP 124)
76. SE Washington Ave. @ SE Jackson St.

All new traffic counts will be collected by ODOT for the Roseburg TSP, and will have 15-minute breakdowns from 2 p.m. - 6 p.m. All counts will include bicycles, pedestrians, and turning movements.
Traffic volumes will be taken from the existing planning documents as indicated with “project” above and copied without further adjustment into this task. Consultant must cite the source and date of the data. Consultant shall process the newly collected traffic count data following procedures and methods outlined in Agency’s Analysis Procedure Manual, available at http://www.oregon.gov/ODOT/TD/TP/Pages/APM.aspx. Consultant shall analyze traffic count information for the PM peak period at forty-four (44) intersections (new count locations); apply seasonal adjustment factors to account for seasonal variation, and to develop volumes for the 30th highest hour and the Average Daily Traffic (“ADT”) volumes. Consultant shall follow the procedures established in TM #1 Appendix A and submit volumes to the TPAU, Region 3 Traffic, City and County for approval prior to running analysis. Approved volumes shall be presented in graphical format in Draft TM #3, Appendix A as well as summary graphics for operations (see next section). I-5 volumes and classification information is available here:

http://highway.odot.state.or.us/cf/highwayreports/traffic_parms.cfm

Current Transportation System Operation Analysis (TM #3, Appendix A)

Consultant shall perform operational analysis for all new traffic count locations. For previously studied intersections Consultant shall report the existing conditions operations as indicated in the original study and shall conduct no further analysis. Consultant shall cite the source and date of the data. Agency will provide analysis files (Synchro and Simtraffic) to the Consultant for existing planning documents and studies at the same time traffic count data is provided for use during the concept analysis task, if needed. Agency and/or City will confirm that the previous Synchro/SimTraffic files include appropriate data, assumptions, and factors to be used by Consultant without further review and/or adjustments.

All traffic operational analysis summary graphics (figures and tables) and analysis files must be based on volumes from Task 5.0 and submitted to TPAU, APM, Region 3 Traffic, City, and County for review as prescribed in TM #1 Appendix A (Methodology Memorandum) and submitted as Draft TM #3, Appendix A. Operational analysis shall include:

- Volume-to-capacity (v/c) ratio.
- Level of Service (LOS).
- Turning movements shown on figures.
- 95th percentile queues (from Simtraffic).

Consultant shall summarize non-motorized (Multi-Modal) transportation movements for all traffic count locations (provided by ODOT) in a figure. Summary must include:

- Volume.
- Type.
- Direction.

Crash Analysis

Consultant shall obtain the past five (5) years of crash data from Agency’s Crash Data & Reporting Unit for both state and non-state roadways and perform a crash analysis. Consultant’s data for state highways must include top 10% locations of Safety Priority Index System (SPIS). Consultant shall use the Highway Safety Manual Part B Network Screening Critical Crash Rate method for intersections to determine safety issue areas. Segment data must be compared with official published crash rates (ODOT Crash Tables – Table II) for similar facilities. For intersection crash rates that exceed the published 90th percentile intersection crash rate in Table 4-1 of the Agency’s Analysis Procedure Manual V2 or the calculated critical crash rate, crash patterns, evaluation of causes, and potential countermeasures must be identified for each site. Any identified potential countermeasures must be taken from the ARTS Crash
Reduction Factors (CRF) listing or the CRF Appendix available at: http://www.oregon.gov/ODOT/HWY/TRAFFIC-ROADWAY/Pages/ARTS.aspx#Crash_Reduction_Factors.

Consultant shall map locations of safety issues and the SPIS sites.

Bicycle, Pedestrian, and Transit Analysis
Consultant shall analyze transit, bicycle, and pedestrian operations in the study area using the Qualitative Assessment for pedestrians and transit and the Level of Traffic Stress for bicycles (Analysis Procedure Manual Chapter 14). Average widths are acceptable, block by block analysis detail is not needed. Analysis must also identify safety concerns and barriers, such as system gaps or challenging topography. Transit analysis must use as much general or average data from available Umpqua Transit information, as possible.

Freight Assessment
Consultant shall summarize general issues with freight movements, including congestion and roadway geometrics.

Task 5.1 Draft TM #3, Appendix A
Prior to submitting TM #3, Appendix A Consultant shall obtain approval of analysis and conclusions from TPAU, Region 3 Traffic, City and County in TM #1 Appendix A (Methodology Memorandum). Consultant shall use the preceding data as described in Task 5.0 to prepare Draft TM #3, Appendix A which must include the agreed upon traffic volumes (graphical and narrative format) and operational analysis for the existing conditions (graphic format only) and traffic models (Synchro). Consultant shall prepare and submit Draft TM #3, Appendix A to the City and APM for review after receiving approval from the TPAU, Region 3 Traffic, and City within twenty-four (24) weeks of NTP. City, PAC, and Agency will each review and APM will provide one (1) consolidated, non-conflicting set of comments in a Comment Log within two (2) weeks of APM acceptance of the deliverable.

Task 5.2 Draft TM #3 Current System Operations
Consultant shall use all the preceding data from Task 5.0 not already presented in TM #3, Appendix A to prepare and submit Draft TM #3 for review to the City and APM within twenty-eight (28) weeks of NTP. TM #3 must include narrative and graphics for the following sections: traffic operations (narrative only), crash analysis, bicycle, pedestrian, and transit analysis, and freight assessment. The City, PAC, and Agency will each review and provide one (1) consolidated, non-conflicting set of comments in a Comment Log within two (2) weeks of APM acceptance of the deliverable.

Task 5.3 Final TM #3, Appendix A
Within two (2) weeks of receiving comments from City, APM, and PAC members, Consultant shall revise Draft TM #3, Appendix A and submit Final TM #3, Appendix A to the City and APM.

Task 5.4 Final TM #3 Current System Operation
Within two (2) weeks of receiving comments from City, APM, and PAC members, Consultant shall revise Draft TM #3 and submit Final TM #3 to the City and APM.
Task 5.5 TM #3 Comment Log, Appendix A
Consultant shall prepare and submit comment log, responding to each comment received on the Technical Memorandum to the City and APM within two (2) weeks of receiving one set of consolidated, non-conflicting comments.

Task 5.6 TM #3 Comment Log
Consultant shall prepare and submit comment log, responding to each comment received on the Technical Memorandum to the City and APM within two (2) weeks of receiving one set of consolidated, non-conflicting comments.

Task 5 - Consultant Deliverables
- Draft TM #3, Appendix A
- Draft TM #3 Current System Operations.
- Final TM #3, Appendix A
- Final TM #3 Current System Operations.
- TM #3, Appendix A Comment Log.
- TM #3 Comment Log.

Task 6 - FUTURE BASELINE (NO BUILD)
Consultant shall develop TM #4 to describe the future baseline (no-build) traffic volume forecasts and analyze operations for 46 newly collected intersections. Consultant shall include all fiscally-constrained projects listed in the City Capital Improvement Plan (“CIP”), STIP, 2006 TSP and adopted IAMPs. All data must be presented in tabular and mapped formats and include a narrative. Consultant shall copy and paste traffic volumes and resulting operations from the existing planning documents as indicated with “project” in Task 5 without further adjustment into this task. Consultant shall cite the source and date of the data.

The future (2035) land use and demographic data contained within ODOT’s Roseburg travel demand model will serve as the basis for this study. It is assumed that the travel model future land use reflects the land use forecast from IAMP 124/125 (most recent planning work). TM #4, Appendix A must present the agreed upon traffic volumes (graphical and narrative formats) and resulting operations (graphic format) and traffic analysis model as described below. TM #4 must include the narrative and graphics for the traffic operations (narrative only), bicycle, pedestrian and transit analysis, and future freight assessment as described below.

Agency and City will provide Consultant with a list of projects completed since the 2006 TSP, and recommend individual projects to be carried forward as part of this Project.

Future Transportation System Operations Analysis, (TM #4, Appendix A)
Consultant shall perform traffic analysis under a no-build scenario for both automobile and non-automobile (Multi-Modal) transportation. The no-build scenarios must follow the same format as in Task 5.0 and contain Volume–to–Capacity (v/c) ratio, Level of Service (“LOS”), 95th percentile queues, and turning movements, shown on figures. For previously studied intersections Consultant shall report the future baseline (no build) condition operations as indicated in the original study and shall conduct no further analysis. Consultant shall cite the source and date of the data.

Future link volumes will be generated by the current Roseburg travel demand model and supplied to the Consultant by the TPAU. Consultant shall request modeling work using the model request form.
available at: http://cms.oregon.gov/ODOT/TD/TP/Pages/Tools.aspx. Consultant shall allow three (3) weeks from the time the model request is approved for TPAU to generate the requested work. Consultant shall post-process the model volume data into future no-build traffic turning movement volumes for newly counted intersections.

In developing the no-build scenarios, Consultant shall rely only on planned transportation improvements that have an identified and committed funding source (e.g. are in the Statewide Transportation Improvement Program, City Capital Improvement Plan, 2006 TSP and adopted IAMPs). Consultant shall incorporate signal timing optimization as base assumptions in the systems analysis in accordance with the APM v1 guidelines for the analysis.

Bicycle, Pedestrian, and Transit Analysis
Consultant shall analyze future transit, bicycle, and pedestrian operations in the Project study area using the Qualitative Assessment for pedestrians and transit, and the Level of Traffic Stress Assessment for bicycles (Analysis Procedure Manual Chapter 14). Transit analysis must use as much general or average data from available Umpqua Transit information, as possible.

Future Freight Assessment
Consultant shall assess general issues with freight movements, including congestion, roadway geometrics, and potential new generators.

Task 6.1 Draft TM #4, Appendix A
Prior to submitting TM #4, Appendix A Consultant shall obtain approval of analysis and conclusions from the TPAU, Region 3 Traffic, City and County. Consultant shall use the preceding data as described in Task 6.0. to prepare Draft TM #4, Appendix A which must present the agreed upon traffic volumes (graphical and narrative formats) and resulting operations (graphic format) and traffic analysis model. Consultant shall submit Draft TM #4, Appendix A to the City and APM for review, within thirty-six (36) weeks of NTP. City, PAC, and Agency shall each review and APM will provide one (1) consolidated, non-conflicting set of comments in a Comment Log within two (2) weeks of APM acceptance of the deliverable.

Task 6.2 Draft TM#4
Consultant shall use all the preceding data from Task 6.0 to prepare and submit Draft TM #4. TM #4 shall include the narrative and graphics for the traffic operations (narrative only), bicycle, pedestrian and transit analysis and future freight assessment. Consultant shall submit Draft TM #4 for review to the City and APM within forty (40) weeks of NTP. City, PAC, and Agency will each review and APM will provide one (1) consolidated, non-conflicting set of comments on TM #4 Comment Log within two (2) weeks of APM acceptance of the deliverable.

Task 6.3 Final TM#4, Appendix A
Within two (2) weeks of receiving consolidated comments from the City and APM, Consultant shall revise Draft TM #4 and submit Final TM #4 to City and APM.

Task 6.4 Final TM#4
Within two (2) weeks of receiving consolidated comments from the City and APM, Consultant shall revise Draft TM #4 and submit Final TM #4 to City and APM.
Task 6.5 TM #4 Comment Log, Appendix A
Consultant shall prepare and submit comment log, responding to each comment received on the Technical Memorandum to the City and APM within two (2) weeks of receiving one set of consolidated, non-conflicting comments.

Task 6.6 TM #4 Comment Log
Consultant shall prepare and submit comment log, responding to each comment received on the Technical Memorandum to the City and APM within two (2) weeks of receiving one set of consolidated, non-conflicting comments.

Task 6 - Consultant Deliverables
- Draft TM #4, Appendix A
- Draft TM #4 Future Baseline Conditions.
- Final TM #4, Appendix A
- Final TM #4 Future Baseline Conditions.
- TM #4 Comment Log, Appendix A. TM #4 Comment Log.

Task 7 CONCEPT EVALUATION
The purpose of the TM #5, Concepts Analysis is to develop potential system concepts and analyze the impacts for the City arterial system network improvements not covered by other plans (see Task 3 for list of other plans). TM #5 must include the narrative for the traffic operations, future safety, future multimodal improvement, and roadway system functional classification changes as described below. Additionally TM #5, Appendix A must present operations (graphic format) for the agreed upon multimodal improvement projects paired with the no build volumes presented in the previous task (as described below) as well as the accompanying model.

Agency and City will provide Consultant with a list of individual projects considered for the 2006 TSP and recommended to be carried forward as part of this task prior to the video/teleconference for discussion.

Task 7.1 Concept Transportation System Operational Analysis (TM #5, Appendix A)
In consultation with the TPAU, Region 3 Traffic and City, Consultant shall identify which concepts require further traffic operations analysis. No new travel demand model scenarios shall be used for this analysis of up to ten (10) intersection improvements. Consultant shall submit operational results for review prior to inclusion in Draft TM #5 (see task 7.2).

Consultant shall prepare the Concept Transportation Systems Operational Analysis (volumes and operations—newly counted intersections only), and obtain approval of concept transportation system analysis and conclusions from the TPAU, Region 3 Traffic, and City. Consultant shall submit Draft TM #5, Appendix A to the City and APM for review, within fifty-two (52) weeks of NTP. TPAU, Region 3 Traffic and City will provide one (1) consolidated, non-conflicting set of comments in a comment log on Draft Concept Transportation Systems Operational Analysis Summary to Consultant within two (2) weeks of APM acceptance of the deliverable.

Task 7.2 Draft TM #5, Develop Multimodal System Project Concepts
Consultant shall use all the data from previous tasks to prepare Draft TM #5. Consultant shall use the evaluation criteria developed in TM #1 to evaluate and compare the concepts for consideration by the City, Agency, and PAC. Comparisons must be presented in text format. Consultant shall prepare and
submit Draft TM #5 to the City and APM for review, within fifty-six (56) weeks of NTP. City and Agency will each review and provide one (1) consolidated, non-conflicting set of comments in the Comment Log within two (2) weeks of APM acceptance of the deliverable.

Based on Services performed in previous tasks, Consultant shall develop a set of up to twenty-five (25) discrete, multimodal improvement project concepts to address existing and future deficiencies. Consultant shall document if further assessment is needed for the Harvard Avenue corridor. Consultant shall consult with the TPAU, Agency, City, and County to ensure that strategies affecting State roads and City and County collector and above streets are compatible with Agency, City, and County standards. Strategies must be compliant with the TPR and Oregon Highway Plan (and applicable modal plans). Strategies must not be limited to construction projects, but must include access management (on all ODOT facilities and City facilities collectors and above), multiple modes, potential land use changes and TDM recommendations. These concepts must be presented by the Consultant in TM #5.

For each concept, Consultant shall identify:
- Planning-level concept diagrams with a narrative description.
- Natural and historic resources inventory from prior tasks and identify any potential conflicts.
- Rough Order Magnitude concept cost opinion.
- Benefits and impacts to bicycle and pedestrian facilities and network.
- Benefits and impacts to the vehicular transportation facilities and network.
- Benefits and impacts to Transit system.
- Benefits and impacts to the rail and freight networks.
- Benefits and impacts to identified Title VI and Environmental Justice populations.
- Reduction in vehicle miles travelled.

**Future Safety**
For each concept developed to specifically address a safety concern, Consultant shall summarize safety enhancements. Any identified potential countermeasures must be taken from the All Roads Transportation Safety Crash Reduction Factors (“CRF”) listing or the CRF Appendix available at: [http://www.oregon.gov/ODOT/HWY/TRAFFIC-ROADWAY/Pages/ARTS.aspx#Crash_Reduction_Factors](http://www.oregon.gov/ODOT/HWY/TRAFFIC-ROADWAY/Pages/ARTS.aspx#Crash_Reduction_Factors). Consultant shall use the CRFs to indicate the potential crash percentile reduction for each safety concept or countermeasure.

**Future Multi-Modal**
Concepts and strategies that address bicycle, pedestrian, or transit deficiencies must use the Qualitative Assessment and LTS methodologies (Analysis Procedure Manual Chapter 14) to assess the impacts of each.

**Roadway System Classification Changes**
Consultant shall evaluate and identify needed changes to the roadway classification map and policy.

**Task 7.3 Final TM#5, Appendix A**
Within two (2) weeks of receiving comments from the City, APM, and PAC members, Consultant shall revise Draft TM #5, Appendix A and submit Final TM #5, Appendix A to City and APM.
Task 7.4 Final TM#5
Within two (2) weeks of receiving comments from the City, APM, and PAC members, Consultant shall revise Draft TM #5 and submit Final TM #5 to City and APM. This is assumed to result in the Draft TSP project list.

Task 7.5 TM #5, Appendix A Comment Log
Consultant shall prepare and submit comment log, responding to each comment received on the Technical Memorandum to the City and APM within two (2) weeks of receiving one set of consolidated, non-conflicting comments.

Task 7.6 TM #5 Comment Log
Consultant shall prepare and submit comment log, responding to each comment received on the Technical Memorandum to the City and APM within two (2) weeks of receiving one set of consolidated, non-conflicting comments.

Task 7 - Consultant Deliverables
- Draft TM #5, Appendix A.
- Draft TM #5.
- Final TM #5, Appendix A
- Final TM #5.
- TM #5, Appendix A Comment Log
- TM #5 Comment Log.

Task 8 TSP PREPARATION
Consultant shall prepare and submit a Draft TSP, with recommended revisions to adopted IAMPS (123, 127 and 129), to the City and APM.

Task 8.1 Draft Implementing Ordinances and Code Changes
Consultant shall prepare an Implementing Ordinance Memorandum with recommended code changes for implementation of the TSP. Proposed amendments in the Implementing Ordinance Memorandum must be informed by the recommendations of the Preferred Concept and a Transportation Planning Rule (“TPR”) compliance audit of the Land Use Development Ordinance (“LUDO”).

To address any identified inconsistencies between the LUDO and the Preferred Concept or TPR-related requirements, Consultant shall provide sample code language, based on examples of language from plans and regulations from other jurisdictions or other best practices resources, for the City to consider in preparing updated LUDO language.

The City will prepare precise amendment language in adoption-ready format (underline / strikeout format) to incorporate into the LUDO or other appropriate regulatory documents, as well as any ordinances or resolutions necessary to enact the amendments.

Consultant shall define recommended code changes and ordinances to enable plan implementation and protect facility and corridor function. Recommended ordinance modifications must ensure that the City codes provide for the coordination of land use and the transportation system and allow for proper application of the TSP. Ordinances must include the following:
• Access management ordinances and policies, such as driveway and public road spacing, median control and signal spacing standards.
• Standards to protect future operations of roads and transit corridors.
• Regulations ensuring safe and convenient bicycle and pedestrian facilities.
• A process for agency notification and coordinated review of future land use decisions affecting transportation facilities.
• Regulations ensuring that amendments to land use designations, densities, and design standards are consistent with function, capacity and level of service of facilities identified in the TSP.
• Definition of “applicant” that allows ODOT or other transportation agency the ability to obtain a land use permit without the land owner’s consent.

Consultant shall prepare and submit a Draft Implementation Ordinance Memorandum to the City and APM for review within sixty-four (64) weeks of NTP. City and Agency will each review and provide one (1) consolidated, non-conflicting set of comments in a Comment Log within two (2) weeks.

**Task 8.2 Comment Log for Draft Implementation Ordinances and Code Changes Memorandum**

Consultant shall prepare and submit comment log, responding to each comment received on the Technical Memorandum to the City and APM within two (2) weeks of receiving one set of consolidated, non-conflicting comments.

**Task 8.3 Final Implementing Ordinances and Code Changes Memorandum**

Within two (2) weeks of receiving comments from the City, APM, and PAC members, Consultant shall revise Draft Ordinance Memorandum and submit Final Ordinance Memorandum to the City and APM.

**Potential Management Actions**

Consultant shall provide information on various Project strategies, management measures, and minor improvements that do not require an infrastructure improvement or operational analysis, but may be necessary to address existing and future deficiencies. Signal coordination and timing specifically must be addressed. Consultant shall provide a boilerplate list of “tool box” actions to Agency/City for consideration. The “tool box” shall highlight (circle) those actions currently listed in other planning documents (2006 TSP and IAMP 127). Agency/City will provide direction for potential management actions appropriate for the TSP. Consultant shall use this direction to prepare a 1-2 page summary. Consultant shall not consider land use actions in this task.

Consultant shall provide the following:
• A general description of the action.
• Likely implementing agencies and other involved parties.
• Administrative or legislative actions likely to be required.
• Potential effectiveness.
• Potential impediments to their success or implementation.

**Transportation Funding Program**

Consultant shall summarize available data provided directly by the City, County and ODOT based on current and historic funding sources for the City, State and County (as applicable). No research of funding opportunities should be included in this task.
Consultant shall prepare a summary of the Transportation Improvement Funding Program for the Preferred Concept based on input from the PAC, City, Agency and the public. The Transportation Improvement Finance Program must outline the City’s, County’s (if applicable) and State’s ability to fund each of the proposed individual projects. City will provide direction for prioritization of the projects into a two-tier (high priority and aspirational) prioritized list. The first tier must include a fiscally-constrained list of planned transportation improvements based on revenues expected to be available. The second tier must include a non-fiscally constrained list of projects along with warrant-based triggers.

A summary of the status of the improvement funding program must be presented by the Consultant and discussed with the City and APM, and recorded in minutes as part of the monthly teleconference call.

**Task 8.4 Draft TSP**

Consultant shall prepare a Draft TSP and submit to the City and APM for review, within sixty-eight (68) weeks of NTP. City and Agency will each review and provide one (1) consolidated, non-conflicting set of comments in a Comment Log within two (2) weeks.

The Draft TSP must include, at a minimum, the following elements:

- Executive summary, that serves as a stand-alone summary of the most important aspects of the TSP.
- Project Overview.
- Existing conditions, including demographics.
- A detailed description of planned transportation facilities, services, and improvements, including an improvements table listing the type, classification, capacity, mobility, right-of-way width, number of lanes, and planned locations, including an improvements map showing the general location of planned improvements. (See the attached Sample Improvements Map and Sample Improvements Table)
- Road plan.
- Public transportation plan.
- Bicycle and pedestrian plan.
- Air, water, rail, and pipeline plan.
- Implementation and finance plan.
- Project Information Sheets (See Attached Sample Project Information Sheet Front and Back)
- Ordinance revisions.
- Title VI summary and documentation.
- Proposed revisions to adopted IAMPs.

The Draft TSP must include the following Funding Disclosure or similar text:

“The inclusion of an improvement in the TSP does not represent a commitment by the City of Roseburg or ODOT to fund, allow, or construct the project. Projects on the State of Oregon ("State") highway system that are contained in the TSP are not considered “planned” projects until they are programmed into the Statewide Transportation Improvement Program ("STIP"). As such, projects proposed in the TSP that are located on a State highway cannot be considered for future development or land use actions until they are programmed into the STIP, or ODOT provides written statement that a project is “Reasonably Likely” to be funded in the STIP. State highway projects that are programmed to be constructed may have to be altered or cancelled at a
later time to meet changing budgets or unanticipated conditions such as environmental constraints.”

All supporting documentation, including TM’s, must be included as an appendix.

**Task 8.5 Comment Log for Draft TSP**
Consultant shall prepare and submit comment log, responding to each comment received on the Draft TSP to the City and APM within two (2) weeks of receiving one set of consolidated, non-conflicting comments.

**Task 8.6 Final TSP**
Consultant shall provide the City and APM each with two (2) hard copies of the Final TSP and appendices, and digital copies of the Final TSP, appendices, and all supporting documentation (including TM’s) in PDF and Word formats.

**Task 8 - Consultant Deliverables**
- Draft Ordinance and Code Memorandum.
- Comment Log for Draft Ordinance and Code Memorandum.
- Final Ordinance and Code Memorandum.
- Draft TSP.
- Comment Log for Draft TSP.
- Final TSP – hard copies and digital copies.

**Contingency Task C.1 Future Land Use Analysis**

Task C.1 identifies specific deliverables that Agency, at its discretion, may elect to authorize Consultant to produce. Consultant shall only complete Contingency Task C.1 and the identified deliverables if written (email acceptable) NTP is issued by the APM.

City and Agency will provide the land use, population, and employment data reconciled with the most recent PSU revised forecasts to the Consultants for one (1) new model run to assess a major network flow change. Consultant shall analyze projected future land use as provided by City and Agency and consistent with Portland State University’s population forecasts for the Roseburg urban area, as required by the Oregon Department of Land Conservation and Development (“DLCD”) through OAR 660-032-000.

The land use forecast must be for the planning horizon (Year 2038), accounting for projected population and employment changes, the City Comprehensive Plan, and other direction from the City. The future land use analysis must be documented as prescribed in TM #1 Appendix A (Methodology Memorandum).

For land use analysis, Consultant shall:
- Prepare updated Transportation Analysis Zone (“TAZ”) information (only if different from the current Roseburg travel demand model).
- Submit the updated TAZ information to the TPAU, Region 3 Traffic and City for approval.
- Provide land use assumptions, including type, density, and projected traffic generation.
Prior to submitting the future land use analysis, Consultant shall obtain approval of the analysis and conclusions from the TPAU, Region 3 Traffic, City and County. Consultant shall use the preceding data as described in Task 6.0 to prepare Draft TM #4, Appendix A which must present the agreed-upon future land use assumptions in narrative and tabular formats. Consultant shall submit Draft TM #4, Appendix A to the City and APM for review. City, PAC, and Agency shall each review and the APM will provide one (1) consolidated, non-conflicting set of comments in a Comment Log within two (2) weeks of APM acceptance of the deliverable.

Within two (2) weeks of receiving consolidated comments from the City and APM, Consultant shall revise Draft TM #4 and submit the Final TM #4 to the City and APM.

Consultant shall prepare and submit a comment log, responding to each comment received on the TM #4 to the City and APM within two (2) weeks of receiving one set of consolidated, non-conflicting comments.

Contingency Task C.2 Concept Transportation System Operational Analysis

Task C.2 identifies specific deliverables that Agency, at its discretion, may elect to authorize Consultant to produce. Consultant shall only complete Contingency Task C.2 and the identified deliverables if written (email acceptable) NTP is issued by the APM.

This task will coordinate one (1) new travel demand model run for application at up to five (5) intersection improvements. City and Agency will provide travel demand model data to the TPAU for inclusion in the new travel demand model run. TPAU will provide link volume data to the Consultant. Consultant shall conduct the operational analysis of the post-process data including the following: v/c ratio, LOS, turning movements at agreed upon intersections, and 95th percentile queues. The draft memorandum must be submitted to the TPAU prior to submitting it to the Agency and City for approval.

Consultant shall prepare the concept transportation systems operational analysis (volumes and operations-newly counted intersections only), and obtain approval of the concept transportation system analysis and conclusions from the TPAU, Region 3 Traffic, and City. TPAU, Region 3 Traffic and City will provide one (1) consolidated, non-conflicting set of comments in a comment log on the Draft Concept Transportation Systems Operational Analysis Summary to the Consultant within two (2) weeks of the APM’s acceptance of the deliverable.

Within two (2) weeks of receiving comments from the City, APM, and PAC members, Consultant shall revise the Concept Transportation System Operational Analysis and submit the Final version to the City and APM.

Contingency Task C.3 TSP and Ordinance Memorandum Revisions

Task C.3 identifies specific deliverables that Agency, at its discretion, may elect to authorize Consultant to produce. Consultant shall only complete Contingency Task C.3 and the identified deliverables if written (email acceptable) NTP is issued by the APM.

Before the DLCD’s 35-day notice and in preparation for local adoption hearings, Consultant shall review the draft proposed LUDO “adoption ready,” underline/strike out language prepared by the City and provide recommendations.
Consultant shall incorporate comments from the Planning Commission and Public Works Commission hearing into the Revised Draft TSP and Revised Ordinance Memorandum.

Consultant shall prepare adoption-ready LUDO amendments to support implementation of the TSP Update. Proposed amendment must be prepared using strike-out to show deletions to code and underline to show additions.

Consultant shall prepare updated policy language for incorporation into Draft TSP or to update the Goal 12 Transportation section of the City Comprehensive Plan. Language must incorporate relevant transportation policies from adopted plans, as identified by City Staff, and must update TSP policy language to be consistent with the identified TSP Update Project objectives and Preferred Alternative/Draft TSP recommendations.

Contingency Task C. 4  Draft Project Information Sheets
Task C.4 identifies specific deliverables that Agency, at its discretion, may elect to authorize Consultant to produce. Consultant shall only complete Contingency Task C.4 and the identified deliverables if written (email acceptable) NTP is issued by the APM.

For up to ten (10) project improvements (or related set of projects), Consultant shall develop a draft one (1) page, two (2) sided project information sheet for each project in the constrained list (example attached). The project information sheets must include, at a minimum, the following: purpose and need, project costs, location map and cross-section. Consultant shall prepare and submit Draft project information sheets to the City and APM for review and use. City and Agency will take ownership of the sheets and be responsible for any additional revisions.

Contingency Task C. 5  Collect 4-Hour Intersection Classification Counts
Task C.5 identifies specific deliverables that Agency, at its discretion, may elect to authorize Consultant to produce. Consultant shall only complete Contingency Task C.5 and the identified deliverables if written (email acceptable) NTP is issued by the APM.

Two (2) new traffic counts must be collected by the Consultant for the Roseburg TSP, and must have 15-minute breakdowns from 2 p.m. - 6 p.m. All counts must include bicycles, pedestrians, and turning movements. The count data must support the PM peak hour analysis in Tasks 5 and 6. The two (2) signalized intersections include: NE Garden Valley Blvd. @ NE Walnut Street and NW Garden Valley Blvd. @ NW Goetz Street/Duck Pond Street.

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 SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (e-mail acceptable) Contingency NTP issued by APM. If requested by Agency, Consultant shall submit a detailed cost estimate for the agreed-to contingency Services (within the not-to-exceed ("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.

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<th>Contingency Task Description</th>
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<th>Method of Comp.</th>
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**Total NTE For All Contingency Tasks:** $58,335.06
## Sample Project Information Sheet Front

### Project 10, OR 140 (Agate Road) Segment

**OR 140 Corridor Plan:**

1-5 Exit 35 to Brownsboro–Eagle Point Road

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<table>
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<tr>
<th>Milepoint</th>
<th>-1.16 to -0.20</th>
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**Description:**

Widen to provide a 3-lane urban segment

**Purpose:**

- Plan for long-term capacity needs
- Provide facilities for all travel modes
- Bring roadway closer to statewide and freight route highway design standards

**Roadway Characteristics:**

- Existing roadway width is 32 to 46 feet in 50 to 100-foot right of way (ROW)
- Posted speed is 45 mph
- Current (2009-2010) ADT = 3,500 to 4,500 vehicles per day
- Forecast (2034) ADT = 7,000 to 9,000 vehicles per day
- Trucks account for 20-35% of total traffic (7-8% single-unit and 3-5% multi-unit)
- 1 segment crash (single vehicle, fixed object) in analysis period (2005-2009)

**How Improvement Addresses Deficiencies:**

**Existing/Future Deficiency**

- Existing roadway has left-turn lanes at Antelope Road and Leigh Way but narrows to 2 lanes at other locations
- Bicyclists and pedestrians are currently accommodated in 4- to 8-foot shoulders with limited sidewalks at Antelope Road

**With Improvement**

- Proposed 3-lane urban roadway includes center turning lane from Avenue G to Leigh Way to accommodate existing and future development
- Proposed 3-lane section has bike lanes and sidewalks to serve non-auto users

**Additional Considerations:**

- Current volumes do not indicate a need for a 3-lane cross section, but additional capacity may be needed as the area develops and both through and local traffic volumes increase
- Additional capacity and turn lanes will support economic growth in this industrial area
- An access management strategy should be developed when the roadway is widened
- Right-turn deceleration lanes may be needed at some access points
- No natural resource impacts anticipated based on available mapping
- ROW acquisition of resource land would require an alternatives analysis [OAR 660-012-0065(5)]

**Cost Option:**

- $6.0 million assuming curbs and sidewalks (excluding ROW acquisition, hazardous materials mitigation, or natural resource mitigation)
- Project could mostly be constructed within existing ROW on OR 140; some additional ROW may be needed near Leigh Way

**Implementation:**

- Project would be phased with development
- Monitor crash patterns for increased frequency of crashes related to left-turn movements
- Monitor intersection traffic volumes to determine if left-turn lane warrants are met or will soon be met
- Should be coordinated with improvement projects at Avenue G/Agate Road and Leigh Way/Agate Road intersections
Preliminary Alignment Concept

Legend
- Right of Way Line
- Edge of Pavement
- Lane Stripping

Potential Roadway Cross-Section

3-LANE URBAN CROSS-SECTION
(SIDEWALKS & BUFFERED BIKE LANES & 2-WAY CENTER LANE)

Bus Buffer
10-12 ft. Pavement Surface
64-68 ft. Right of Way Required

(based on 2012 Highway Design Manual Table 6-4: ODOT 4H/New Urban Standards - Urban Fringe/Suburban Area)
Sample Improvements Map

Table B: Summary of Corridor Plan Improvements

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<td>600 m</td>
<td>600 m</td>
</tr>
<tr>
<td>Item 4</td>
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<td>High</td>
<td>New</td>
<td>600 m</td>
<td>600 m</td>
<td>600 m</td>
</tr>
</tbody>
</table>

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EXHIBIT B – COMPENSATION

Part 1

DEFINITIONS/ACRONYMS

“APM” – Agency’s Project Manager
“BOC” – Breakdown of Costs
“CDQ” – Cost Disclosure Questionnaire
“CPFF” – Cost Plus Fixed Fee with Not-to-Exceed Amount
“DSR” – Direct Salary Rate Schedule. To compute an employee’s actual direct salary on an hourly basis, the employee’s actual annual direct salary, as defined below in this paragraph, shall be divided by 2080. An employee’s actual annual direct salary shall be the salary amount directly payable to such employee on an annual basis and shall not include any amount for the following costs or payments: (1) all payments for Services performed during overtime hours; (2) all employer payments mandated by law, including without limitation, social security and Medicare taxes, insurance (Worker’s Compensation, Employers Liability, Unemployment); (3) all employer contributions, if any, to retirement plans, including without limitation pension and deferred compensation plans, and (4) all costs for any and all other fringe and supplemental benefits.
“ESRs” – Escalated Salary Rate Schedule. The ESRs are developed by Agency for firms that calculate an overhead rate. It includes the maximum rate and average rate (based on the actual direct salary rate of employees within the classification) for all classifications that may be used under the Contract. This schedule will be included in the Contract and may include rates for multiple years with escalations as approved by Agency.
“FCCM” - Facilities Capital Cost of Money means “cost of money as an element of the cost of facilities capital” as used at 48 CFR 9904.414--Cost Accounting Standard.
“NBRs” – Negotiated Billing Rate Schedule. Negotiated Billing Rates are fully loaded rates that include profit, overhead and cost of living or merit raises.
“NTE” – Not-to-Exceed Amount
“NTP” – Notice-to-Proceed
“SOW” – Statement of Work
“T&M” – Time and Materials with Not-to-Exceed Amount

A. METHODS OF COMPENSATION and PAYMENT OPTIONS:
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.

A.1 METHODS OF COMPENSATION

The method(s) of compensation for non-contingency tasks in this Contract is:
☑ Fixed Price (includes all labor costs, overhead, profit, travel and other expenses)

FIXED PRICE

Agency will pay Consultant for the actual Services performed under the Contract according to the Fixed Price amount(s) established in this Contract. The Fixed Price amount(s) includes all labor costs, overhead, profit, and may include expenses (if travel or other expenses are approved). The Fixed Price amount(s) must not include any unallowable indirect or direct costs, including travel which must be based on the allowable travel and lodging rates identified in section B of this Exhibit.

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

The dollar amount for Fixed Price Services is entered in section A.3, line 3 of the Compensation Summary Table.

A.2 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.

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 for completed milestones (or other units) indicated in the Contract, up to the Contract NTE amount.

A.3 TOTAL NOT-TO-EXCEED (NTE) AMOUNT

<table>
<thead>
<tr>
<th>Compensation Summary Table</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CPFF NTE Amount (not including Fixed-Fee or contingencies)</td>
<td>N/A</td>
</tr>
<tr>
<td>Basis for Fixed-Fee calculation:</td>
<td></td>
</tr>
<tr>
<td>2. Fixed-Fee Amount</td>
<td>N/A</td>
</tr>
<tr>
<td>3. Fixed Price Amount</td>
<td>$221,089.84</td>
</tr>
<tr>
<td>4. T&amp;M NTE Amount (or) Travel NTE Amount</td>
<td>N/A</td>
</tr>
<tr>
<td>5. Price Per Unit NTE Amount</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Non-Contingency Amount: $221,089.84</td>
<td></td>
</tr>
<tr>
<td>Total for Contingency Tasks (if any) per Exhibit A, Section F:</td>
<td>$58,335.06</td>
</tr>
</tbody>
</table>

TOTAL NTE (line 6 plus line 7) $279,424.90

This amount includes all direct and indirect costs, profit, Fixed Fee amount (if any) and contingency task costs (if any).
B. 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. In accordance with the Travel chapter of the Oregon Accounting Manual, available at the following web address: http://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf, 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 B are the maximums that Consultant’s estimate (or reimbursement, if applicable) may be based on. Travel rates other than those referenced in this Section B may be negotiated in the Contract, however, under no circumstance shall travel, lodging and per diem rates exceed the maximums set forth by the State Controller at http://www.oregon.gov/DAS/CFO/SARS/policies/oam/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 http://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf that are in effect on the date when the travel occurs.

- For all methods of compensation; cost estimates for mileage, lodging and per diems for approved travel shall be based on the rates in effect on the date when the Contract is executed.

- 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.

- Multiple Concurrent Assignments –
  - Consultant (including subconsultants) may not include in cost estimate or seek reimbursement of full lodging costs or per diem rates (either short-term or long-term) for a given traveler for more than one Contract or project on the same day.
  - Consultant (including subconsultants) mileage expense estimate and reimbursement must be based on actual distance traveled whether from home office, residence, other project site(s) in proximity to the project, or from lodging accommodations used for project assignment(s), whichever is less.

Short-Term Lodging and Per Diem
Short-Term travel is defined as no more than 30 consecutive calendar days at the same location. Consultant’s (including subconsultants) return home for weekends or non-business related travel does not break up the continuity of the assignment. The following shall apply to short-term lodging and per diem:
• Unless otherwise agreed to by Agency, to be eligible for overnight lodging expense reimbursement, the traveler must be at least 60 miles from home office or residence, whichever is less.
• For all short-term lodging expenses approved by Agency, Agency shall reimburse up to the maximum rates set forth by the State Controller at http://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf that are in effect on the date when the travel occurs or the actual cost, whichever is less.
• Approved meal per diem allowances during short-term travel must be in conformance with the Travel Policy found in the Oregon Accounting Manual at: http://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf.

Long-Term Lodging and Per Diem
A Long-Term Assignment (“LTA”) is an assignment which exceeds 30 consecutive calendar days at any one location. Consultant’s (including subconsultants) return home for weekends or incidental short-term travel does not break the continuity of an LTA. The following shall apply to long-term travel and per diem:
• Unless otherwise agreed to by Agency, to be eligible for long-term lodging expense reimbursement, traveler must be at least 60 miles from home office or residence, whichever is less.
• Travelers are allowed short-term lodging and per diem allowances for a period not to exceed 7 calendar days while arranging for LTA accommodations.
• Mileage and per diem are not reimbursable if the traveler returns to his/her residence during an LTA. Unless pre-approved by Agency, per diem is not reimbursable when the traveler is within 60 miles of his/her residence or home office.
• Unless otherwise agreed to by Agency, rates for approved long-term lodging and per diem are as follows:
  ➢ Lodging: Actual up to 50% of the allowable short-term lodging rates,
  ➢ Meal per diem allowance is 66% of the short-term per diem rates.
  ➢ For Non-Commercial lodging, as defined in the Travel Policy of the Oregon Accounting Manual (http://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf), the non-commercial lodging allowance in effect on the date the travel occurs.
• If during an LTA, Consultant travels more than 60 miles one way on behalf of Agency to alternate project site and incurs approved short-term lodging and per diem expense, no long-term allowances for lodging or per diem may be claimed during the short-term travel.

C. INVOICES
Consultant shall submit invoices electronically via e-mail to the address set forth in Exhibit J. Consultant shall not submit invoices to Agency any more frequently than once per month. Unless a different schedule is set forth in Exhibit A - Statement of Work, Consultant invoices are due no later than 20 business days following the end of the month in which the Services were rendered. If Consultant fails to present invoices in proper form within 60 calendar days after the end of the month in which the milestone was delivered, Consultant waives any rights to present such invoice thereafter and to receive payment therefor. Consultant shall include in each invoice the information required in Agency’s “Invoice Requirements Guide” per the method(s) of compensation used for the Contract. The Invoice Requirements Guide (as may be revised from time to time by Agency) is available at: http://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx (under “Compensation Related”).
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 Contract 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 Contract SOW, schedule or budget.

Expense Reporting per ORS 279C.110 (7): Consultant shall submit with the final invoice under this Contract a completed Expense Report Form. For additional information, see Invoice Requirements Guide (as may be revised from time to time by Agency) available at: http://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx#Forms (under “Compensation Related”).

False Claims. Each invoice submitted by Consultant 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.

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

- For Contracts using “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 “Monthly 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.

Additional Requirements. If Consultant fails to present invoices in proper form within 60 calendar days after the end of the month in which Services were rendered, Consultant waives any rights to present such invoice thereafter and to receive payment therefor.

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 receipts from Consultant. Any overdue payments to Consultant by Agency for an approved invoice are subject to ORS 293.462.

D. PAYMENT TERMS

Agency Payments to Consultant. 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.

Consultant Payments to Subcontractors. Consultant shall pay each subcontractor for satisfactory performance under its contract no later than 10 calendar days from receipt of each payment Consultant receives from Agency for the subcontracted work. In addition, within 10 calendar days of receipt of
retainage from Agency, the Contractor shall pay to each subcontractor the retainage that pertains to the work of that subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of APM.

F. CORRECTIVE WORK
Consultant shall complete all Services, including Deliverables, as required in the SOW 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. If resolution is not achieved, Agency may withhold other payments until deficiencies have been corrected to the standard of care for such Services or deliverables (see Contract Section 11.a, Professional Standard of Care). Agency shall not unreasonably withhold payment.

For disputes related to deficiencies or standard of care and potential Errors and Omissions, see Contract Section 28, Dispute Resolution and Errors & Omissions Claims Process, and Exhibit I, Errors & Omissions (E&O) Claims Process.

F. WITHHOLDING/RETAINE
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.

G. 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.

H. RATE REVISIONS
The hourly rates (including escalations, if any) approved under this Contract shall be subject to review and potential revisions in conformance with Agency’s Billing Rate Policy AGR 06-01 (“Billing Rate Policy”) and Agency’s business practices. The Billing Rate Policy (as may be revised from time to time by Agency) is incorporated by this reference with the same force and effect as though fully set forth herein, and is available at: http://www.oregon.gov/ODOT/CS/OPW/pages/AE.aspx (under “Related Policies”)

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

I. INDIRECT COSTS
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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 Agency’s Billing Rate Policy (as may be revised from time to time by Agency) available at: http://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx (under “Related Policies”). See Exhibit B, Part 2 – Cost Information for additional information regarding overhead calculation.

In order to assess the adequacy of an audited overhead rate for use in fair and reasonable price negotiation, Agency 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.

Cost Disclosure Questionnaire (“CDQ”) - Throughout the duration of the Contract, Consultant shall, and shall cause all of its subconsultants to submit a revised CDQ to Agency’s Contract Administrator within 30 calendar days of any changes to Consultant or subconsultant accounting practices pertaining to overhead and direct costs. The CDQ (as may be revised from time to time by Agency) is available at the following Internet site: http://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx (under “Compensation Related”).

Field Office Overhead Rates – Agency may request a Field Office Overhead Rate for projects that require a new field office to be established for Consultant (including subconsultants) and to use the Field Office Overhead Rate to replace the overhead established in the Contract if applicable to the payment methodology. “Field Office” is defined as office work space established by Agency, a local agency or Consultant for use by a Consultant’s (including subconsultants) employee(s) for a period of time that is agreed upon between Agency or local agency and Consultant (including subconsultants). Consultant (including subconsultants) shall use the provisional Field Office Overhead Rate to calculate direct labor performed by Consultant’s (including subconsultants) employee(s) based in the field office facilities.

J. SPECIFIC LIMITATIONS and UNALLOWABLE CHARGES

Specific Limitations
For T&M and CPFF compensation, 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 Agency. It is discriminatory against 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 (see FAR Subpart 31.205-6).

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.
Unallowable Charges
Agency will not pay for direct or indirect costs that are unallowable under the provisions of 48 CFR Part 31 - Federal Contract Cost Principles and Procedures.

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

- All items listed as “Direct Costs Not Allowable” in Agency’s Billing Rate Policy (as may be revised from time to time by Agency) available at: http://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx
- 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 subconsultants or direct non-labor costs.
- Transfer of knowledge and information related to Key Person replacements.
- Correcting or making adjustments to incorrect or improper invoices.
- Direct compensation for items included in firm’s indirect costs (unless properly credited back to indirect cost).
- Premium costs incurred as a result of working overtime or holidays. Premium time should normally be charged to overhead. Employees shall be paid at not less than time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded from receiving overtime under personal services contracts pursuant to ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209.)
- Any unallowable expenses for non-travel meals and refreshments under the provisions of the Oregon Accounting Manual, Non-travel Meals and Refreshments section (OAM 10.40.10).
EXHIBIT B, PART 2 – COST INFORMATION

Forms referenced in this Exhibit may be viewed and downloaded at: http://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx (under “Compensation Related”)

A. OVERHEAD (INDIRECT COSTS)
Consultant shall, and shall cause all of its subconsultants to submit to Agency:

• The firm's most recent cognizant audit (e.g., audit performed by federal agency or a state department of transportation) if one has been completed,
• The firm's most recent independent audit if one has been completed,
• Current overhead accounting information (preferably electronically in Excel format) on a form using the standard 3-column format substantially similar to the example “Calculation of Overhead” available at the above referenced Internet address. Firms shall condense or expand categories as applicable to Consultant’s method of accounting. Firms that have not established an overhead rate based upon their particular financial reporting methodology, shall be reviewed by Agency to determine whether an overhead rate schedule will be required or a negotiated non-provisional billing rate used. If a firm does calculate O/H, the information must be submitted to Agency and updates must be provided annually. Overhead rates that have been reviewed and accepted by Agency will generally be valid for one year, unless Agency specifically agrees in writing to a longer period.

B. SALARY and BILLING RATE SCHEDULES
Consultant shall, and shall cause all of its subconsultants to submit electronically to Agency the applicable forms described below, which are available at the above referenced Internet address.

The Direct Salary Rate Schedule (“DSR”) includes the name, classification and actual direct salary rate as approved by Agency, for each employee that may be used under the Contract. The DSR is required for firms that calculate an overhead rate and will be used to develop the Escalated Salary Rate Schedule for the Contract. The DSR will not be included in the Contract but will be retained by Agency.

The NBRs may be required by Agency 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 best interest of the state 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; negotiated rate maximums that include profit, overhead and any cost of living or merit raises are set forth in the NBRs. The billing rates invoiced under the Contract must be within the maximum rates per the classifications listed in the NBRs and no greater than the lowest rates charged to other public or private clients.

The DNL 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).

Approval of any rate revisions under this Contract shall be in conformance with this Exhibit B, Part 1, section H – Rate Revisions.

Approved rate schedules for Consultant and its approved subconsultants/subcontractors are not physically attached but are on file electronically with Agency (in an internal Agency file server), 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 ODOT by emailing a request to: odotBillingRateUpdates@odot.state.or.us.

C. COST DATA and SUBCONSULTANTS
Breakdown of Costs (“BOC”). Prior to execution of the Contract or any amendments that add Services, Consultant shall prepare and submit a BOC. Consultant shall include names of proposed Key Personnel (as well as other staff assignments if requested by Agency).

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 if requested, and qualifications) and hours per task and sub-task;

b) an itemization with documentation (estimates from vendors shall be provided upon request) to support rental equipment, flaggers, travel and other direct non-labor expenses; and

c) the cost estimate as provided by each subcontractor that shows the assigned staff (classifications, and names if requested) and hours per task and sub-task and itemized direct non-labor costs.

Agency may ask for qualifications of any staff assigned to work under the Contract if they were not included in Statement of Proposal originally submitted for solicitation.

d) Classification averages, direct salary rate, ESRs or NBRs and current accepted multipliers of OH, FCCM and Profit Fee as appropriate.

e) Certification status of any DBE or MWESB subcontractors included in the BOC.

f) Contingency Tasks. Amounts for any contingency tasks must be shown as a separate line-item for each task. The amount for a contingency task must include all labor, overhead, profit, and expenses for the task. Expenses for contingency tasks must not be included in an overall amount for direct non-labor expenses applied to the budget for the non-contingency tasks. Enter the agreed to unit and extended amounts for contingency tasks in the Contingency Task Summary table.

Notes:

➢ The BOC must be submitted without profit included (profit will be negotiated following agreement on the SOW, labor costs and expenses).

➢ Cost estimates must be developed using approved labor rates and allowable expenses as described in this Exhibit B.

➢ No mark-up is permitted on subcontractors or direct non-labor costs.

Consultant shall use standardized form (Excel spreadsheet format as provided by Agency) to prepare BOC.

EXHIBIT C – INSURANCE

Contractor shall obtain at Contractor’s expense the insurance specified in Exhibit C prior to performing under the Contract and shall maintain it in force and at its own expense throughout the duration of the Contract, and as required by any extended reporting period or tail coverage requirements, and all warranty periods that may apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Coverage shall be primary and non-contributory with any other insurance and self-insurance with exception of Professional liability and Workers’ compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

If the term “Consultant” is used in the Contract, then references in this Exhibit C to “Contractor” shall be read to mean “Consultant”.

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INSURANCE REQUIREMENT REVIEW
Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

SUBCONTRACTORS:
Contractor shall require that all of its subcontractors carry insurance coverage that the Contractor deems appropriate based on the risks of the subcontracted work. Contractor shall: obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract. Consultant shall obtain at Consultant’s expense the insurance specified in Exhibit C prior to performing under the Contract and shall maintain it in force and at its own expense throughout the duration of the Contract, and as required by any extended reporting period or tail coverage requirements. Consultant shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance with exception of Professional liability and Workers’ compensation. Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS’ LIABILITY
Required by Agency for Consultants with one or more workers, as defined by ORS 656.027.
All employers, including Consultant, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers’ Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability Insurance with limits not less than $500,000 each accident.
Consultant shall include these requirements in each of its subcontractor contracts.

PROFESSIONAL LIABILITY
☒ Required ☐ Not required
Professional liability insurance must cover damages caused by negligent acts, errors or omissions of Contractor and Contractor’s subcontractors, agents, officers or employees related to the professional Services to be provided under the Contract.

- Coverage shall be written with a per claim, incident or occurrence limit, or the equivalent, of not less than ☐ $500,000 ☒ $1,000,000 ☐ $2,000,000 ☐ $5,000,000.
- Annual aggregate limits shall not be less than ☐ $1,000,000 ☒ $2,000,000 ☐ $4,000,000 ☐ $10,000,000.

If this insurance is provided on a “claims made” basis, Contractor shall maintain continuous claims made liability coverage or shall acquire tail coverage to continue the same coverage for ☐ 2 years, ☒ 3 years, ☐ 5 years after completion of the Contract or 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.

COMMERCIAL GENERAL LIABILITY
☒ Required ☐ Not required
Commercial General Liability insurance must be issued on an “occurrence basis” covering “bodily injury” and “property damage” and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage.

- Coverage shall be written on an occurrence basis in an amount of not less than ☐ $500,000 ☒ $1,000,000 ☐ $2,000,000 ☐ $5,000,000 per occurrence.
- Annual aggregate limits shall not be less than ☐ $1,000,000 ☒ $2,000,000 ☐ $4,000,000 ☐ $10,000,000.
AUTOMOBILE LIABILITY

☑ Required ☐ Not required
Automobile Liability insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for "bodily injury" and "property damage", with a combined single limit of not less than ☐ $500,000 ☑ $1,000,000 ☐ $2,000,000 ☑ $5,000,000.

EXCESS/UMBRELLA INSURANCE:
A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

NOTICE OF CHANGE OR CANCELLATION:
The Consultant or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) AND PROOF OF INSURANCE:
Contractor shall provide to ODOT Certificate(s) of Insurance for all required insurance before delivering any Goods or performing any Services required under the Contract. The Certificate(s) shall:

☑ List the "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as a Certificate holder and as an endorsed Additional Insured.
☑ Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Professional liability and Workers' compensation
☑ Confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided.
☑ If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

If ODOT has on file current certificates of insurance that meet all requirements of this Exhibit C, and ODOT provides such notification to Contractor, then submittal of certificates prior to execution of the Contract will not be required.

ENDORSEMENTS:

i. Additional Insured. The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, required for performance of the Contract must include an "additional insured" endorsement specifying the "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees." Coverage shall be primary and non-contributory with any other insurance and self-insurance. Proof of additional insured status will include copies of endorsements and/or policy wording which must be submitted with the Certificate(s) of Insurance. The additional insured endorsement must be acceptable to ODOT.

ii. Commercial General Liability will contain, or be endorsed to contain, a provision that specifies "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as additional insureds with respect to liability arising out of work or completed operations performed by, or on behalf of, the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

STATE ACCEPTANCE:
All insurance providers are subject to State acceptance. If requested by Agency, Consultant shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this Exhibit C.

**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 Agency, 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, 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, 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 (c) 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, 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, 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)  
(Applicable to federally funded contracts with an assigned DBE goal)

For purposes of these DBE Provisions, “Contract” means any project-specific contract, Price Agreement (“PA”), Work Order Contract (“WOC”), Task Order, or any other contract entered into with ODOT (or local agency when applicable). “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:

- **ODOT DBE Policy Statement**
- **ODOT DBE Program Plan**, and

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 13.1% for FHWA funded contracting and 8% (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 project-specific Contract (as applicable), 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-NBRs”), 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
The BOC or BOC-NBRs 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] with the final negotiated breakdown of costs (prior to Contract execution) per the instructions for A&E and related services 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. Contractor shall promptly submit such evidence. Contractor shall utilize 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 49 CFR § 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 A&E and related services 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 [http://sam.gov](http://sam.gov), any other remedies provided under the Contract.

l. **Information/Questions:** The DBE program is administered by the ODOT Office of Civil Rights (“OCR”). Questions related to the DBE Program may be sent via email to ocrinfo@odot.state.or.us or otherwise directed to: Oregon Department of Transportation Office of Civil Rights 355 Capitol Street NE, MS 31 Salem, OR 97301-3871 Phone: 503-986-4350 Fax: 503-986-6382

m. **Directory of Certified Firms:** A searchable database for active certified firms (by NAICS code, NIGP code, ODOT code, certification type, location or project ethnicity goals) is available on line at: [https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.aspx](https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.aspx)

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

- **Documents:** [http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/she/dbe/dbe_program.aspx](http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/she/dbe/dbe_program.aspx)
- **49 CFR Part 26:** [http://www.ecfr.gov/cgi-bin/text-idx?node=ctx:1.0.1.1.20&rgn=div5&view=text&node=49:1.0.1.1.20&d=ecfr](http://www.ecfr.gov/cgi-bin/text-idx?node=ctx:1.0.1.1.20&rgn=div5&view=text&node=49:1.0.1.1.20&d=ecfr)

**Acronyms & Definitions Applicable to Exhibit E**

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>APM</td>
<td>ODOT’s or local agency’s Project Manager</td>
</tr>
<tr>
<td>BOC</td>
<td>Breakdown of Costs</td>
</tr>
<tr>
<td>BOC-NBRs</td>
<td>Breakdown of Costs for Negotiated Billing Rates</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>CUF</td>
<td>Commercially useful function</td>
</tr>
<tr>
<td>DBE</td>
<td>Disadvantaged Business Enterprise</td>
</tr>
<tr>
<td>OCR</td>
<td>ODOT Office of Civil Rights</td>
</tr>
<tr>
<td>ODOT</td>
<td>Oregon Dept. of Transportation</td>
</tr>
<tr>
<td>PA</td>
<td>Price Agreement</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposals</td>
</tr>
<tr>
<td>SSUR</td>
<td>Subcontractor Solicitation and Utilization Report</td>
</tr>
<tr>
<td>USDOT</td>
<td>United States Department of Transportation</td>
</tr>
<tr>
<td>WOC</td>
<td>Work Order Contract</td>
</tr>
</tbody>
</table>

**EXHIBIT F – SPECIAL TERMS & CONDITIONS**

**Provisions in this Exhibit F are in addition to and do not supersede the terms and conditions set forth in the Contract.**
1. **Project Cooperation.**
Consultant acknowledges that Agency may have separate contract(s) with other entities (i.e., contractors, consultants or governmental agencies) involved with the Project. Consultant shall support Agency’s efforts to create and maintain a cooperative working relationship between and among other entities involved in the Project, and their respective representatives, to further the interests of Agency to result in the Project being successfully completed on time and within budget.

This SOW describes the responsibilities of all entities involved in this Project. In this Contract, Consultant shall only be responsible for those responsibilities and deliverables identified as being assigned to Consultant (or its subconsultants) in this Contract and the SOW. All services or work assigned to other entities, other than subconsultants, is not subject to this Contract, but shall be the subject of separate Intergovernmental Agreements or contracts which will contain the obligations of those entities. Any tasks or deliverables assigned to a subconsultant shall be construed as being the responsibility of Consultant.

Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity (other than subconsultants) as described in this SOW shall be subject to the following guidelines:

a. At the first indication of non-cooperation, Consultant shall provide written notice to 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 SOW.

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 SOW, Consultant will not be found in breach or default with respect to delinquencies beyond any reasonable control of Consultant; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall 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 State, 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.

2. **Subcontractors “Paid Summary Report”**
Consultant shall complete and submit to APM an initial Paid Summary Report [form 734-2882] with the final negotiated BOC (prior to Contract execution), interim reports and final report per the instructions for A&E and related services 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.**
EXHIBIT G - CONSULTANT EVALUATION


b. Evaluation Criteria. Generally, performance evaluations will include evaluation and scoring of various sub-criteria related to, but are not limited to, the following categories: (a) Contract project management and coordination of staff and subconsultants, (b) project communication and responsiveness, (c) cost effectiveness and completing work within budget, (d) Technical accuracy and quality control, (e) schedule performance.

c. Evaluation Process. The performance evaluation results may be used as written documentation for addressing areas of Consultant’s performance throughout the term of the Contract. Agency may conduct performance evaluations at the end of each Contract/project and on an interim basis throughout the term of the Contract. Agency may conduct performance evaluations at each major milestone. Deliverables must be submitted on or before the due date and be of acceptable quality (per Agency review) to be considered on time.

d. Consultant’s Review/Response. Agency will provide a copy of the performance evaluation form 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 Consultant’s performance evaluation form within 30 calendar days following receipt.

e. Dispute Resolution: In the event of a dispute regarding a Consultant’s performance evaluation, Consultant may request a teleconference (or meeting at Agency) with APM and Agency’s Contract Administrator. If the dispute cannot be resolved with discussions or upon receipt of any follow-up documentation requested, Agency’s Contract Administrator, in consultation with the applicable Area or Program Manager and APM shall make the final decision regarding the score received on a particular Form. Agency may adjust score(s) upon Agency’s finding of good cause.

f. Agency’s Use of Performance Evaluation. Agency may, at its sole discretion, use performance evaluation findings and conclusions in any way deemed necessary by Agency, including, but not limited to, corrective action, requiring submittal of performance improvement plan by Consultant, withholding of retainage, determining eligibility for future Contract assignments, and as a criterion of selection for future Agency contracts.
EXHIBIT H - CONFLICT OF INTEREST DISCLOSURE

Consultant and its Associates shall be in conformance with the ODOT Conflict of Interest Guidelines. The ODOT Conflict of Interest Guidelines (as may be revised from time to time by Agency) is not physically attached but is incorporated into this Contract with the same force and effect as though fully set forth herein, and is available at the following Internet address:


If any disclosures must be made on the part of Consultant or any of its Associates per: (a) the ODOT Conflict of Interest Guidelines, or (b) Section 6.b of the Contract Terms and Conditions, Consultant shall submit a complete, true and accurate Conflict of Interest Disclosure Form using the form available at the above Internet address.

EXHIBIT I – ERRORS & OMISSIONS (“E&O”) CLAIMS PROCESS (May 2007)

Exhibit I is not physically attached but is incorporated into this Contract with the same force and effect as though fully set forth herein. The E&O Claims Process (as may be revised from time to time by Agency) is available at the following Web address as Exhibit I:

EXHIBIT J – CONTACT INFORMATION and KEY PERSONS

1. Party Contact Information.

a.1 *Agency Contract Administrator for this Contract is:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Michael Baker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>3500 NW Stewart Parkway, Roseburg OR 97470</td>
</tr>
<tr>
<td>Ph:</td>
<td>541-957-3658</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:Michael.Baker@odot.state.or.us">Michael.Baker@odot.state.or.us</a></td>
</tr>
</tbody>
</table>

a.2 *Agency’s Project Manager (“APM”) for this Contract is:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Thomas Guevara Jr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>3500 NW Stewart Parkway, Roseburg OR 97470</td>
</tr>
<tr>
<td>Ph:</td>
<td>541-957-3692</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:Thomas.Guevara@odot.state.or.us">Thomas.Guevara@odot.state.or.us</a></td>
</tr>
</tbody>
</table>

b. **Consultant’s Project Manager (“PM”) for this Contract is:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Michelle Alexander</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>2100 SW River Parkway, Portland, OR 97201</td>
</tr>
<tr>
<td>Ph:</td>
<td>503-499-0241</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:SMA@deainc.com">SMA@deainc.com</a></td>
</tr>
</tbody>
</table>

c. Consultant’s remit address for payments and contact for billings (if different than section b above).

<table>
<thead>
<tr>
<th>Name:</th>
<th>Angie Jones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Dept LA 24340, Pasadena, CA 91185-4340</td>
</tr>
<tr>
<td>Ph:</td>
<td>503-223-6663</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:Angie.Jones@deainc.com">Angie.Jones@deainc.com</a></td>
</tr>
</tbody>
</table>

* Agency may change the Contract Administrator or Project Manager designation by promptly sending written notice (e-mail acceptable) to Consultant, with a copy to ODOT Procurement Office.
**Any changes to Consultant’s Project Manager must be approved in writing (e-mail acceptable) by 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.

No Key Person may 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 his or her 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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angela Rogge</td>
<td>Asst. Project Manager</td>
</tr>
<tr>
<td>Shelly Alexander</td>
<td>Project Manager</td>
</tr>
</tbody>
</table>

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 Contract/Project documentation, participation in meetings with personnel associated with the Contract/Project, and participating in site visits to become familiar with the Project.

4. **Staffing Adjustments.**

Consultant may make necessary staffing adjustments (other than Key Personnel) to the proposed staff (as shown in Consultant’s BOC for Services) provided:

- the alternate staff are appropriately qualified to complete the assigned tasks,
- any changes do not exceed approved billing rate maximums for the classification, and
- the Services can be completed without exceeding Contract (or task, if applicable) NTEs.

Consultant shall e-mail notice to APM prior to implementing needed changes to staffing assignments.