

ENGINEERING AND RELATED SERVICES CONTRACT

Contract Number: CXXXX

Project Title: Walk and Roll Springfield	Agency Project Number: PL2126
Project Location: Various Locations	Associated RFP Number: S4011
Federal Aid Number: 21733	DBE Goal: No Goal (see Exhibit E)
Total Not-to-Exceed ("NTE") amount for this Contract. This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$ for \$ contingency tasks, each of which must be separately authorized by Agency.	

This Contract is between The City of Springfield, hereafter called "Agency and [enter legal company name as provided to IRS (and DBA name if applicable)], a (enter state of incorporation/organization) corporation, hereafter called "Consultant." Agency and Consultant together are also referred to as "Parties" and individually referred to as "Party." The primary contacts for this Contract are identified in Exhibit J, Contact Information and Key Persons.

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

For purposes of this Contract:

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

TERMS AND CONDITIONS

Contract Effective Date and Term. This Contract is effective on the date it has been signed by the parties and all required approvals have been obtained. No work or compensation under the Contract is authorized until notice to proceed has been issued in writing (email acceptable) by the Agency. Unless otherwise amended or terminated, this Contract shall expire December 31st, 2027.

2. Statement of Work. Consultant shall perform all Services and deliver all deliverables as described in Exhibit A, Statement of Work (the "Services"). The required schedule for performance under the Contract is specified in the Statement of Work.

3. Compensation. The maximum NTE amount, which includes the total of all allowable and reimbursable costs and expenses (and contingency tasks, if any) payable to Consultant under this Contract, is set forth in the table above and detailed further in Exhibit B, Compensation. Agency reserves the right, in its sole discretion, to amend this Contract to increase this amount for additional Services within the scope of the procurement. If this Contract was awarded as a Direct Appointment/Small Purchase, amendments to increase the maximum amount payable are subject to limitations and additional requirements as set forth in applicable Federal, State and local laws. The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation. Consultant and any subconsultants are subject to the requirements and limitations of 48 CFR Part 31 - Contract Cost Principles and Procedures.

4. Contract Exhibits. This Contract includes the following exhibits, each of which is incorporated into this Contract as though fully set forth herein:

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

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

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

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

7. Subcontracts and Assignment; Successors and Assigns

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

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

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

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

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

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

a. Professional Standard of Care.

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

b. Responsibility of Consultant.

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

c. Within Funding Limit.

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

- (i) Consultant shall accomplish the design Services required under the Contract so as to permit construction of the project within Agency’s budget for construction. **Agency’s budget for construction of the project is \$254,750.** Consultant shall promptly advise Agency’s Contract Administrator if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable project within these limitations. Upon receipt of such information, the

Contract Administrator will review Consultant's revised estimate of construction cost. Agency may, if it determines that the estimated construction contract price set forth in this Section is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in this Section, or Agency may adjust such estimated construction contract price.

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

11. Ownership of Work Product

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

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

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

c. **Consultant and Third Party Intellectual Property.** In the event that any Work Product is Consultant Intellectual Property or Third Party Intellectual Property (Consultant Intellectual Property or Third Party Intellectual Property that is applicable to the Services being performed by Consultant under the Contract or included in Work Product deliverable to Agency under the Contract), or in the event any Consultant Intellectual Property or Third Party Intellectual Property is needed by Agency to reasonably enjoy and use any Work Product, Consultant hereby agrees that it will grant to, or obtain for, the Agency an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Consultant Intellectual Property and or Third Party Intellectual Property, including the right of Agency to authorize contractors, consultants and others to do the same on Agency's behalf. This obligation of the Consultant does not apply to a situation involving a third party who enters a license agreement directly with the Agency. At the request of Consultant, Agency shall take reasonable steps to protect the confidentiality and proprietary interests of Consultant in any Consultant Intellectual Property licensed under this Section, within the limits of the Oregon Public Records Law (ORS 192.410 through 192.505) and the Oregon Uniform Trade Secrets Act (ORS 646.461 to 646.475).

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

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

13. Indemnity

- a. ***Claims for Other Than Professional Liability.*** *Consultant shall indemnify, defend, save, and hold harmless the Agency, State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of Consultant or its subcontractors, or their respective agents or employees, under the Contract.*
- b. ***Claims for Professional Liability.*** *Notwithstanding the foregoing, for contracts entered into on or after January 1, 2025, the Consultant will not have a duty to defend the Agency against a claim for professional negligence relating to the professional services provided under this Agreement, except to the extent that the Consultant's liability or fault is determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement, may not to exceed the proportionate fault of the Consultant.*
- c. ***Indemnity for Infringement Claims.*** *Without limiting the generality of section 13(a) or 13(b), Consultant expressly agrees to indemnify, defend, save and hold harmless the Agency, State of Oregon, the OTC and ODOT, and their respective officers, members and their agencies, subdivisions, officers, directors, agents, and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of or relating to any claims that Consultant's services, the Work Product or any other tangible or intangible items delivered to the Agency by*

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

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

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

15. **Termination**

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

calendar days after receipt of Consultant's written notice, or such longer period of cure as Consultant may specify in such notice.

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

e. Remedies.

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

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

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

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

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

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

19. Permits and Licenses

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

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

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

reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

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

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

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

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

26. Dispute Resolution and Errors & Omissions Claims Process.

In the event of a dispute between the Parties regarding any aspect of the Contract or performance under the Contract, the Parties agree to attempt in good faith to investigate and resolve any such dispute through direct communications and negotiations.

a. Errors & Omissions Related. In the event those good faith efforts do not resolve disputes related to potential Errors and Omissions, the Parties agree to make good faith efforts to resolve the matter pursuant to **Exhibit I, Errors & Omissions Claims Process.**

b. Other Disputes. In the event good faith efforts do not resolve disputes unrelated to Errors & Omissions, the Parties agree to make a good faith effort to resolve any such dispute through fact finding and non-binding mediation prior to resorting to litigation. The mediator shall be selected by mutual agreement of the Parties. If the Parties fail to agree on a mediator, each Party shall select a mediator and those two persons shall agree on a third-party, who will be the sole mediator. The cost of the mediator shall be split equally between the Parties.

c. Notification to ODOT. Agency shall immediately notify ODOT of any disputes that seek resolution with the Errors & Omissions Claims Process or mediation.

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

28. Amendments. Agency may amend the Contract to the extent permitted by applicable statutes, LPA A&E Contract administrative rules and ordinances and as mutually agreed upon by Agency and Consultant Agency.

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

29. False Claims

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

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

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

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

- (1) Consultant has provided its correct TIN to Agency;
- (2) Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; and

(3) The undersigned is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of the undersigned's knowledge, Consultant is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a State tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323; and local taxes administered by the Department of Revenue under ORS 305.620.

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

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

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

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

CONSULTANT SIGNATURE(s)

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

AGENCY SIGNATURES

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

AGENCY LEGAL REVIEW:

Signature: _____ Date: _____

Name: _____ Title: _____

EXHIBIT A- STATEMENT OF WORK

TASK 1 PROJECT INITIATION AND MANAGEMENT

Objectives:

- *Establish project management structure; schedules, and lines of communication between the City, interested agencies, partnering jurisdictions, and committees.*
- *Set the stage for efficient development of the Walk and Roll Springfield: Active Transportation Plan.*

1.1 Administration and Record Keeping

Consultant shall:

- Prepare a Project Schedule using the Critical Path Method, prepared with MS Project software or approved equal. The Project schedule must include but is not limited to:
 - all major authorized tasks as agreed upon by the Parties,
 - team meetings,
 - public meetings,
 - committee meetings, and
 - milestones (type and date) specified in this SOW and required to complete all Services under this Contract.
- Update the Project schedule during the Project if milestone or deliverable due dates are modified. For budgeting purposes, it is assumed that up to (2) Project schedule updates will be necessary.
- Prepare invoices and progress reports according to the requirements set forth in the Compensation Exhibit of the Contract. Each progress report must:
 - Include a summary of the previous period's activities and the planned activities for the upcoming period.
 - Identify percentage completed of each Task/Deliverable.
 - Reconcile the budget with the actual amount billed to date.
 - Identify unresolved issues and concerns that may affect the SOW, schedule and/or budget for Services.

For budgeting purposes, it is assumed that up to (20) progress reports will be necessary.

1.1.1 Consultant Deliverables and Schedule

Consultant shall:

- Submit a project schedule electronically (MS Project) format to APM 7 calendar days before PMT Kickoff Meeting.
- Update refined project schedule and submit final refined project schedule electronically to APM 10 calendar days after receiving comments.
- Progress reports and invoices submitted electronically to APM no later than the 20th calendar day of the month following the reporting period.

1.2 Coordination

Consultant shall:

- Coordinate with the APM as the main point of contact for coordination and management of Consultant Services under the Contract.
- Contact other Agency staff and regulatory agency staff, if necessary, throughout the Contract, to gather any additional information needed for the Project.

- Provide overall management, direction, and coordination of staff (including sub-consultants, if any) to include any necessary internal Consultant staff meetings.

1.2.1 Consultant Deliverable and Schedule

Consultant shall provide:

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

1.3 Project Meetings

1.3.1 Project Management Team (PMT) Meetings

The consultant shall organize, conduct, and prepare for and attend PMT virtual meetings on average twice a month throughout the Project, for a total of up to forty (40). The consultant shall provide a meeting agenda at least two business days prior to the meeting and provide summary meeting notes with decisions and action items within two days after the meeting. For budgeting purposes, it is assumed that the Consultant Project Manager and up to two (2) additional Consultant staff shall attend each PMT meeting. If sub-consultant staff are needed to address specific items, Consultant shall obtain APM concurrence before inviting subconsultant staff to PMT meeting. The initial PMT meeting will be in person and all the following will be virtual.

1.3.2 PMT Kick-Off Meeting

The consultant shall organize, conduct, prepare for, and attend a one (1)-hour Project kickoff meeting within 5 weeks of notice to proceed (NTP). The Project kickoff meeting will be held (virtually) with Agency, Consultant's PM and other necessary Consultant staff in attendance. The consultant shall prepare the meeting agenda with input from the Agency. The purpose of the Project kickoff meeting is to review Project issues such as SOW; work product and deliverables; schedules; budgets, project goals, objectives, etc. Consultant shall schedule Project kickoff meeting per the Project Schedule developed for Task 1.1. The consultant shall prepare draft meeting minutes for review by Agency. For budgeting purposes, it is assumed that up to 3 Consultant staff shall attend the 1-hour Project kickoff meeting.

1.3.3 Consultant Deliverables and Schedule

Consultant shall provide:

- Meeting agenda submitted electronically to APM and all other meeting participants at least two (2) business days prior to meeting.
- Draft meeting minutes submitted electronically to APM and all other meeting participants within two (2) business days of meeting.
- Final meeting minutes submitted electronically to APM and all other meeting participants within seven (7) business days of the meeting.

1.4 Committees

1.4.1 Walk and Roll Springfield Technical Advisory Committee (TAC)

City shall form the Walk and Roll Springfield Technical Advisory Committee (TAC). The purpose of the TAC is to provide expert guidance and technical input throughout the planning process to ensure the plan is realistic, effective, and implementable. The City will seek representation from Lane County Transportation Planning, Willamalane Park and Recreation District, Springfield School District, Springfield Utility Board, ODOT, Department of Land

Conservation and Development, City of Eugene, Lane Transit District, Travel Lane County, Lane Council of Governments, Rivers to Ridges, and the Lane County Health Authority.

1.4.1.1 TAC Charter

Consultant shall:

- Develop a TAC Charter including the following:
 - Purpose/Mission: A statement explaining the TAC's role in the planning process.
 - Objectives: What the TAC tasks are.
 - Membership: List of the agencies and departments represented.
 - Roles and Responsibilities
 - Meeting Structure
 - Decision Making
 - Terms of Service
 - Code of Conduct/Ground Rules
- Provide agendas
- Facilitate TAC meetings, including presenting on deliverables developed by Consultant
- Provide TAC meeting minutes

City shall:

- Form the TAC.
- City shall prepare the TAC roster.
- Send TAC invitations with the TAC Charter.
- Serve as the primary point of contact for TAC members.

1.4.1.2 TAC Meeting #1: Project Kickoff and Existing Conditions and Needs Assessment

City shall arrange and the Consultant shall conduct a Project kickoff meeting with the TAC. The consultant shall facilitate discussion for TAC members to meet each other; develop understanding of role and Project timeline, approach, scope, and objectives; and discuss Tech Memo #1: Current Plans Memorandum; and Draft Tech Memo #2: Existing Conditions and Network Analysis.

1.4.1.2.1 Consultant Deliverable and Schedule

Consultant shall:

- Prepare an agenda and send it to the PMT for review at least one (1) week prior to broader distribution.
- Distribute meeting materials at least one week prior to TAC Meeting #1.
- Facilitate and present materials for TAC meetings.
- Prepare and distribute meeting minutes no later than one week following TAC Meeting #1.

1.4.1.3 TAC Meeting #2: Goals and Performance Measures

City shall arrange and the Consultant shall conduct TAC Meeting #2 to review and receive feedback on Draft Tech Memos #3 and #4.

1.4.1.3.1 Consultant Deliverable and Schedule

Consultant shall:

- Prepare an agenda and send it to the PMT for review at least one (1) week prior to broader distribution.

- Distribute meeting materials at least one week prior to TAC Meeting #2.
- Facilitate and present materials for TAC meetings.
- Prepare and distribute meeting minutes no later than one week following TAC Meeting #2.

1.4.1.4 TAC Meeting #3: Review Gaps and Network Priorities

City shall arrange and the Consultant shall conduct TAC Meeting #3 to review and receive feedback on tech memo #5 (Slow Street Network Analysis), tech memo #6 (Gaps and Deficiencies Analysis), and tech memo #7 (Project Prioritization Methodology). The consultant shall prepare an agenda and send it to the PMT for review at least one week prior to broader distribution. Consultant shall distribute meeting materials at least one week prior to TAC Meeting #3. The consultant shall prepare and distribute the meeting minutes no later than one week following TAC Meeting #3.

1.4.1.4.1 Consultant Deliverable and Schedule

Consultant shall:

- Prepare an agenda and send it to the PMT for review at least one (1) week prior to broader distribution.
- Distribute meeting materials at least one week prior to TAC Meeting #3.
- Facilitate and present materials for TAC meetings.
- Prepare and distribute meeting minutes no later than one week following TAC Meeting #3.

1.4.1.5 TAC Meeting #4: Review Active Transportation Project Identification, Wayfinding Implementation, and Project Cost Analysis

City shall arrange and Consultant shall conduct a TAC meeting to review Tech Memo #8 (Active Transportation Project Identification), Tech Memo #9 (Wayfinding Methodology and Implementation), and Tech Memo #10 (Project Cost Analysis). The consultant shall present Tech Memo #8, # 9, 10 and solicit CAC input.

1.4.1.5.1 Consultant Deliverable and Schedule

Consultant shall:

- Prepare an agenda and send it to the PMT for review at least one (1) week prior to broader distribution.
- Distribute meeting materials at least one week prior to TAC Meeting #4.
- Facilitate and present materials for TAC meetings.
- Prepare and distribute meeting minutes no later than one week following TAC Meeting #4

1.4.1.6 TAC Meeting #5: Review Funding and Implementation Strategy and Draft Walk and Roll Springfield: Active Transportation Plan

City shall arrange and the Consultant shall conduct a TAC meeting to review Tech Memo #12 and the Draft Walk and Roll Springfield: Active Transportation Plan. Consultant shall present Tech Memo #12 and the Draft Walk and Roll Springfield: Active Transportation Plan and solicit TAC input.

1.4.1.6.1 Consultant Deliverable and Schedule

Consultant shall:

- Prepare an agenda and send it to the PMT for review at least one (1) week prior to broader distribution.
- Distribute meeting materials at least one week prior to TAC Meeting #5.
- Facilitate and present materials for TAC meetings.
- Prepare and distribute meeting minutes no later than one week following TAC Meeting #5

1.4.2 Walk and Roll Springfield Community Advisory Committee (CAC)

The Springfield Bicycle and Pedestrian Advisory Committee (BPAC) will serve as the Community Advisory Committee (CAC) for the Walk and Roll Springfield: Active Transportation Plan. The purpose of the CAC is to make sure the ATP reflects the needs, values, and how people experience the system in real life. The goal of the committee is to capture a broad mix of perspective and experiences and build community interest in and ownership of the plan throughout the process to support adoption and implementation.

Consultant shall:

- Develop a CAC Charter including the following:
 - Purpose/Mission: A statement explaining the CAC's role in the planning process.
 - Objectives: What the CAC tasks are.
 - Roles and Responsibilities
 - Meeting Structure
 - Decision Making
 - Code of Conduct/Ground Rules
- Provide agendas
- Facilitate CAC meetings, including presenting on deliverables developed by Consultant
- Provide CAC meeting minutes

City shall:

- Form the CAC
- City shall prepare the CAC roster.
- Send CAC invitations with the CAC Charter.
- Serve as the primary point of contact for CAC members.

1.4.2.1 Consultant Deliverable and Schedule

Consultant shall provide:

- CAC charter three (3) weeks before the CAC meeting to APM for review.
- Draft CAC meeting agendas and meeting materials submitted electronically to APM ten (10) days before meeting.
- Final CAC meeting agendas and meeting materials to TAC members and all other meeting participants at least seven (7) days prior to meeting.
- Draft presentation materials to APM ten (10) days before meeting.
- Facilitation and presentation materials for CAC meetings.
- Draft meeting minutes submitted electronically to APM and all other meeting participants within two (2) business days of meeting.

- Final meeting minutes submitted electronically to APM and all other meeting participants within seven (7) business days of meeting.

1.4.2.2 CAC Meeting #1: Project Kickoff and Existing Conditions and Needs Assessment

City shall arrange and the Consultant shall conduct a Project kickoff meeting with the CAC following the TAC meeting #1. The consultant shall facilitate discussion for CAC members to develop understanding of role and Project timeline, approach, scope and objectives; and discuss Existing Conditions Maps, final tech memo #1(Current Plans Memorandum); and final tech memo #2 (Existing Conditions and Network Analysis).

1.4.2.2.1 Consultant Deliverable and Schedule

Consultant shall:

- Prepare an agenda and send it to the PMT for review at least one (1) week prior to broader distribution.
- Distribute meeting materials at least one week prior to CAC Meeting #1.
- Facilitate and present materials for CAC meetings.
- Prepare and distribute meeting minutes no later than one week following CAC Meeting #1.

1.4.2.3 CAC Meeting #2: Active Transportation Goals, Objectives, Policies, and Performance Measures

City shall arrange and the Consultant shall conduct CAC Meeting #2 to review and receive feedback on draft tech memo #3 (Active Transportation Goals, Objectives, Policies, and Performance Measures, and #4 (Active Transportation Supportive Programs).

1.4.1.3.1 Consultant Deliverable and Schedule

Consultant shall:

- Prepare an agenda and send it to the PMT for review at least one (1) week prior to broader distribution.
- Distribute meeting materials at least one week prior to CAC Meeting #2.
- Facilitate and present materials for CAC meetings.
- Prepare and distribute meeting minutes no later than one week following CAC Meeting #2.

1.4.2.4 CAC Meeting #3: Review Gaps and Network Priorities

City shall arrange and the Consultant shall conduct CAC Meeting #3 to review and receive feedback on tech memo #5 (Slow Street Network Analysis), tech memo #6 (Gaps and Deficiencies Analysis), and tech memo #7 (Project Prioritization Methodology). The consultant shall prepare an agenda and send it to the PMT for review at least one week prior to broader distribution. The consultant shall distribute meeting materials at least one week prior to CAC Meeting #3. The consultant shall prepare and distribute meeting minutes no later than one week following CAC Meeting #3.

1.4.2.4.1 Consultant Deliverable and Schedule

Consultant shall:

- Prepare an agenda and send it to the PMT for review at least one (1) week prior to broader distribution.
- Distribute meeting materials at least one week prior to CAC Meeting #3.

- Facilitate and present materials for CAC meetings.
- Prepare and distribute meeting minutes no later than one week following CAC Meeting #3.

1.4.2.5 CAC Meeting #4: Review Active Transportation Project Identification, Wayfinding Implementation, and Project Cost Analysis

City shall arrange and the Consultant shall conduct a CAC meeting to review Tech Memo #8 (Active Transportation Project Identification), Tech Memo #9 (Wayfinding Methodology and Implementation), and Tech Memo #10 (Project Cost Analysis). The consultant shall present Tech Memos #8, #9, and #10, and solicit CAC input.

1.4.2.5.1 Consultant Deliverable and Schedule

Consultant shall:

- Prepare an agenda and send it to the PMT for review at least one (1) week prior to broader distribution.
- Distribute meeting materials at least one week prior to CAC Meeting #4.
- Facilitate and present materials for CAC meetings.
- Prepare and distribute meeting minutes no later than one week following CAC Meeting #4.

1.4.2.6 CAC Meeting #5: Review Funding and Implementation Strategy and Draft Walk and Roll Springfield: Active Transportation Plan

City shall arrange and the Consultant shall conduct a CAC meeting to review Tech Memo #12 and the Draft Walk and Roll Springfield: Active Transportation Plan. Consultant shall present Tech Memo #12 and the Draft Walk and Roll Springfield: Active Transportation Plan and solicit CAC input.

1.4.2.6.1 Consultant Deliverable and Schedule

Consultant shall:

- Prepare an agenda and send it to the PMT for review at least one (1) week prior to broader distribution.
- Distribute meeting materials at least one week prior to CAC Meeting #5.
- Facilitate and present materials for CAC meetings.
- Prepare and distribute meeting minutes no later than one week following CAC Meeting #5.

1.4.5 City Council/Planning Commission Meetings

1.4.5.1 Planning Commission CCI Meeting

City shall arrange and City and/or Consultant shall lead the conversation to gain approval of the Community Engagement Plan.

1.4.5.2 Meeting #1:

City shall arrange and City and/or Consultant shall lead an update conversation with the Springfield Planning Commission and City Council regarding the Project to date and solicit feedback; timing to be determined.

1.4.5.3 Meeting #2:

City shall arrange and City and/or Consultant shall lead an update conversation with the Springfield Planning Commission and City Council regarding the Project to date and solicit feedback; timing to be determined.

1.4.5.4 Meeting # 3: Joint City of Springfield and Lane County Planning Commission Adoption Hearing

City shall arrange and Consultant shall conduct a joint City of Springfield and Lane County Planning Commission Public Hearing to take testimony and consider adoption of the Draft Walk and Roll Springfield: Active Transportation Plan and Draft Implementing Measures.

1.4.5.5 Meeting #4: Joint City of Springfield City Council and Lane County Board of County Commissioners Adoption Hearing

City shall arrange and Consultant shall conduct a joint City Council and Lane County Board of County Commissioners (BCC) Public Hearing to take testimony and adopt the Draft Walk and Roll Springfield: Active Transportation Plan and Draft Implementing Measures.

TASK 2 COMMUNITY ENGAGEMENT

Objectives

- *Develop a strategy that fulfills OAR 660-012-0120 (Transportation System Planning Engagement) by placing an increased emphasis on centering the voices of underserved populations identified in OAR 660-012-0125 and helps to:*
 - *Promote project awareness throughout the planning process*
 - *Gain a deeper understanding of who Springfield serves*
 - *Learn about gaps, barriers, needs, and preferences within the active transportation infrastructure network*
 - *Understand the community's priorities for active transportation infrastructure for the future*
 - *Gain support for final plan recommendations*
- *Consider engagement actions from OAR 660-012-0130 (Decision-Making with Underserved Populations) and ways to reach people of all ages and abilities (per OAR 660-012-0610), including using multiple languages, formats, and methods that are accessible to:*
 - *People with disabilities*
 - *People without internet access, and*
 - *People with limited transportation and childcare options, and with constraints around employment or other critical responsibilities.*
- *Make a special effort to ensure underserved populations are:*
 - *Informed about the choices that need to be incorporated into the planning process.*
 - *Given a meaningful opportunity to inform the planning process; and*
 - *Given an equitable share of the decision-making power over key decisions, to the extent possible.*

2.1 Community Engagement

Consultant shall develop a Community Engagement Plan.

Community Engagement Methods: The Community Engagement Plan must satisfy Title VI requirements and outline community engagement strategies and methods, including, but not limited to:

- In-Person (e.g., pop-up events, community walks/rides, neighborhood workshops/listening session, temporary signs posted along active transportation routes)
- Digital Engagement (e.g., project website/interactive map, online surveys, social media, online open house)
- Community-Driven Outreach (e.g., partner and engage with organizations and community groups including City of Springfield Library, Willamalane (Two50 Club), Lane Transit District, Lane Council of Governments, Springfield Safe Routes to Schools, Lane Independent Living Alliance, NAACP, Migrant Education Program, TransPonder, Springfield Alliance for Equity and Respect (SAfER), American Association of Retired Persons (AARP) Oregon, Obsidians, Better Eugene-Springfield Transportation, Cascadia Mobility, Greater Eugene Area Riders, Spoke Folks, Border Boys Bike Club, Disciples of Dirt, Twilight Operations, Dirt Maidens, Shift Community Cycles, National Interscholastic Cycling Association, Free Bikes 4 Kidz Eugene-Springfield, University of Oregon Bike Program, Hilyard Adaptive Recreation Program, Springfield Chamber of Commerce, and civic groups such as City Club, Rotary, etc.)
- Translation, interpretation, ADA-accessible meetings/materials
- Write materials intended for the public, such as meeting presentations, at no higher than a high school grade level using the Flesch–Kincaid Grade Level Formula.
- Color deliverables must be readable when reproduced in black and white and in a color-blind safe palette.

Focused Community Engagement Groups: The Community Engagement Plan must meaningfully engage and center the voices and lived experiences of the Underserved Populations (OAR 660-012-0125), including, but not limited to:

- Black and African American people.
- Indigenous people (including Tribes, American Indian/Alaska Native and Hawaii Native).
- People of Color (including but not limited to Hispanic, Latina/o/x, Asian, Arabic or North African, Middle Eastern, Pacific Islander, and mixed-race or mixed-ethnicity populations).
- Immigrants, including undocumented immigrants and refugees.
- People with limited English proficiency.
- People with disabilities.
- People experiencing homelessness.
- Low-income and low-wealth community members.
- Low- and moderate-income renters and homeowners.
- Single parents.
- Lesbian, gay, bisexual, transgender, queer, intersex, asexual, or two-spirit community members; and
- Youth and seniors.

Additionally, the Community Engagement Plan must specifically engage the following people in developing a connected network of planned bicycle facilities that serve people of all ages and abilities:

- School-age children.
- People over 65 years of age.
- Women.
- People of color.

- Low-income riders.
- People with disabilities.
- People moving goods, cargo, or other people; and
- People using shared mobility services.

Evaluation and Reporting:

- The Community Engagement Plan must develop decision-making factors that recognize and work to reduce historic and current inequities and consider the effect of developing the Walk & Roll Springfield: Active Transportation Plan on Underserved Populations.
- The Community Engagement Plan must include evaluation and reporting to ensure transparency, build community trust, and measure whether engagement efforts are effectively engaging and centering Underserved Populations and those for whom the “all ages and abilities” planned active transportation facilities are intended for.
- Title VI Assessment Report: Consultant shall prepare a Title VI Assessment Report analyzing census data to report on the numbers and locations of protected populations within the Study Area. Consultant shall map Title VI populations to identify the City’s transportation needs and avoid undue adverse impacts when considering future projects. Based on this initial analysis, Consultant shall outline any additional demographic data needed to inform the Walk and Roll Springfield: Active Transportation Plan. City shall review and provide written comment on draft Title VI Assessment Report. The Title VI Assessment Report must be completed concurrently with the community engagement strategy to inform outreach engagement tactics and process metrics.
- The Community Engagement Plan must demonstrate how the development of the Walk and Roll Springfield: Active Transportation Plan complies with OAR 660-012-0135 Equity Analysis.

2.1.1 Consultant Deliverable and Schedule

Consultant shall provide:

- Community Engagement Plan, to be approved through Springfield Planning Commission: Committee for Citizen Involvement (CCI).
- Schedule of Community Engagement Plan development to be included in task 1.1.
- Schedule of each community engagement activity to be included in the Community Engagement Plan.
- Title VI Assessment Report: Title VI Assessment Report (concurrent with the community engagement strategy).

2.2 Project Webpage

City shall host a project webpage for the Walk and Roll Springfield: Active Transportation Plan.

Consultant shall draft content for the Project webpage. The initial content to provide to the City must include:

- Project overview and objectives.
- Project deliverables.
- Opportunities for public comment and input.
- Links to relevant planning documents.
- Images.

Consultant shall provide ongoing content to the City for the project webpage including but not limited to:

- In-person meetings dates, agendas, materials, recordings, and minutes.
- Digital engagement material.
- Community-driven outreach dates, materials.
- CAC meeting dates, agendas, materials, recordings, and minutes.
- Links to information about engagement and outreach activities.

City shall:

- Develop the project webpage.
- Maintain the project webpage throughout the life of the project.

2.2.1 Consultant Deliverable and Schedule

Consultant shall provide:

- Initial website content within fourteen (14) calendar days after the PMT kickoff meeting.
- Ongoing content throughout the life of the project.

2.6 Walk and Roll Springfield: Active Transportation Plan Logo

Consultant shall develop a unique logo for the Project to help the Walk and Roll Springfield: Active Transportation Plan to be easily identifiable by staff, committee members, and the community. City and Consultant shall use Walk and Roll Springfield Plan logo on all correspondence, community engagement materials and Project webpage.

2.6.1 Consultant Deliverable and Schedule

Consultant shall provide:

- Walk and Roll Springfield: Active Transportation Plan logo within fourteen (14) calendar days after the PMT kick-off meeting

2.7 Project Fact Sheet

Consultant, in consultation with City, shall create a Project fact sheet which clearly lays out need and purpose of the Project, project objectives, and expected outcomes. The Project fact sheet must use accessible language and translated to Spanish. Consultant shall provide content to help City update or create a second version of the Project fact sheet one time during the Project.

2.6.1 Consultant Deliverable and Schedule

Consultant shall provide:

- A project fact sheet as outlined in the schedule identified in Task 1.1

TASK 3 EXISTING CONDITIONS AND NETWORK ANALYSIS

Note: Consultant, by and through an Oregon registered Professional Engineer (“PE”), shall perform or oversee all traffic analysis services. Final memoranda containing traffic analysis must be stamped by a PE with license being current and in good standing, with expertise in civil or traffic engineering.

Objectives:

- *Document and analyze the existing pedestrian and bicycle networks to lay the groundwork for determining future infrastructure needs.*
- *Summarize existing adopted plans to inform the Walk and Roll Springfield: Active Transportation Plan.*

- Summarize demographics (income, age, household # of vehicles, race/ethnicity, etc.)
- Summarize commuting/non-commuting data (work, errands, social, shopping school, rec., etc.)
- Summarize distribution of distances (start or ending within the City)
- Summarize transit access (top stops for boardings and alightings)
- Summarize existing pedestrian and bicycle network based on AASHTO bicycle classification
- Summarize level of stress
- Summarize collision analysis

3.1 Existing Conditions Maps

Utilizing GIS layers and data provided by the City, Consultant shall prepare a series of maps documenting existing active transportation systems in the Study Area. Relevant data sources include, but are not limited to, 2035 Transportation System Plan; Regional Land Information Database System; Willamalane Parks and Recreation District Trails inventory; the pedestrian and bicycle system inventory data collected by ODOT to comply with the Climate Friendly and Equitable Communities Transportation System Inventories requirements per OAR 660-012-0150; Fatality Analysis Reporting System (FARS); ODOT's crash data ([Oregon Department of Transportation : Crash Statistics & Reports : Data & Maps : State of Oregon](#)) and transportation data available in the Central Lane MPO Data Portal.

At a minimum, the Existing Condition Maps shall include the following data:

- Existing pedestrian transportation network, including:
 - Sidewalk width, type, and condition
 - ADA compliant ramps using the City's ADA ramp inventory
 - Marked crosswalks (signalized and non-signalized)
- Existing bicycle transportation network, including:
 - Width, type, and condition of all bicycle facilities
 - Bicycle lanes, standard and buffered (on the street)
 - Separated bicycle facilities
 - Signed bicycle routes
 - Bicycle routes with sharrows
 - Shared-use paths Connectivity for routing
 - Existing support facilities (e.g., fix-it stations, trailheads, bikeshare)
 - Bicycle parking inventory
 - Wayfinding
 - Known issues/areas of concern
 - Bicycle Levels of Traffic Stress (BLTS)
 - Rectangular Rapid Flashing Beacons (RRFBs)
 - Median islands
 - Pedestrian and bicycle count data (consultant to perform counts (up to 30 locations). Depending on time of year, use seasonal adjustment factor.
 - Vehicular counts (up to 5 locations)
 - Known issues/areas of concern
 - Pedestrian Levels of Traffic Stress (PLTS)
 - Identified Safe Routes To School networks (if applicable <https://www.eugenefieldstrts.org/>)
- Posted speed limits
- Collision analysis

- Full five (5) years of data
- Calculate intersection (and segment when appropriate) crash rates and comparison to the 90th percentile crash rates
- Review of bicycle and pedestrian crashes as well as fatal and serious injury crashes.
- Review top 10% of SPIS sites within the study area.
- Risk-Based Multimodal Safety Analysis, see APM 4.5.4 [NCHRP20-44\(13\)FinalReport](#)
- Pedestrian and bicycle crash data: geographic and tabular data highlighting areas where pedestrian and bicycle crashes occur disproportionately in the City, and is disproportionately impacted, to inform Project goals and project prioritization.
- Social vulnerabilities
- Key Destinations (per OAR 660-012-0360) that that are expected to attract a higher-than-average rate of pedestrian, bicycle, and transit trips
- Planned pedestrian and planned bicycle networks based on adopted plans such as the 2035 Transportation System Plan, 1998 Bicycle Plan, and 2023 Willamalane Comprehensive Plan.
- Existing pedestrian and bikeway projects within the City 20-year Capital Improvement Plan project lists.

Existing Conditions Maps must address PMT comments from their review of work products.

3.1.1 Consultant Deliverable and Schedule

Consultant shall provide:

- An existing conditions map within 14 days prior to the TAC Kickoff Meeting
- Final existing conditions maps within 14 days of City review.

3.2 Tech Memo #1: Current Plans Memorandum

Consultant, in coordination with City, shall prepare Tech Memo #1 summarizing existing adopted plans that guide active transportation planning in City of Springfield. Tech Memo #1 must include guidance on the Walk and Roll Springfield: Active Transportation Plan interface with other adopted regional plans and how these plans can work together to create a safe, accessible multimodal transportation system. City shall provide direction on the most relevant plans, components, policy goals, etc.

At a minimum, the Tech Memo #1 must address the following:

- 2035 Transportation System Plan
- 1998 Bicycle Plan
- 2023 Willamalane Park and Recreation District Comprehensive Plan
- 2022 Lane County Bicycle Master Plan
- 2015 Scenario Plan (updated 2025)
- 2016 Transit Road Safety Audit report
- Oregon Climate Friendly and Equitable Communities Rules
- Lane Transit District Long-Range Mobility Plan

Secondary review:

- Oregon Bicycle and Pedestrian Plan
- 2017 Central Lane MPO Safety Action Plan
- 2045/49 Regional Transportation Plan

- Rivers to Ridges Metropolitan Regional Parks and Open Space Study
- Eugene Transportation System Plan
- 2024 LTD System Review Final Report
- PB-19 Glenwood/Downtown Bridge Study

3.2.1 Consultant Deliverable and Schedule

Consultant shall provide:

- A draft Tech Memo #1: Current Plans Memorandum within 14 days prior to the TAC Kickoff Meeting
- A Final Tech Memo #1: Current Plans Memorandum incorporating the PMT, TAC comments, public comments from Task 2: Community Engagement results, and Planning Commission and City Council comments as directed by PMT 14 days after review.

3.3 Tech Memo #2: Existing Conditions and Network Analysis

The Consultant shall prepare Tech Memo #2, analyzing and summarizing the existing active transportation facility information identified in the existing conditions map work. The analysis must include analyzing the data provided to produce pedestrian and bicycle levels of traffic stress (at intersections and segments) and conducting safety analysis to determine what pedestrian and bicycle system investments are needed to meet the requirements of OAR 660-012-0520 and OAR 660-012-0620 for the Study area.

3.2.1 Consultant Deliverable and Schedule

Consultant shall provide:

- A draft Tech Memo #2: Existing Conditions and Network Analysis memorandum within 14 days prior to the TAC Kickoff Meeting #1.
- A Final Tech Memo #2: Existing Conditions and Network Analysis (within 14 days prior to TAC Kick-off meeting) Consultant shall prepare Final Tech Memo #2 incorporating PMT, TAC, public comment from outreach Community Engagement Task 2, and Planning Commission and City Council comments as directed by PMT 14 days after review.

TASK 4 PLAN VISIONS/GOALS

Objectives:

- *Develop the vision and set of goals to guide active transportation in Springfield for the next 20 years.*
- *Adopt performance measures to measure plan goals and provide a way to track progress for the life of the plan.*

4.1 Tech Memo #3: Active Transportation Goals, Objectives, Policies, and Performance Measures

Consultant shall prepare Tech Memo #3, which includes a set of goals, objectives and policies for active transportation in the City, and an overall vision statement for active transportation in the City. The consultant shall use the 1998 Bicycle Plan, 2035 Transportation System Plan, and 2015 Scenario Plan (updated in 2025). Consultant shall ensure the vision, goals, objectives and policies work together to guide the planning, development and implementation of active transportation projects and programming for the 20-year planning horizon.

Tech Memo #3 must include draft performance measures that are quantifiable, based on available data, grounded in equity, and tied to objectives.

Consultant shall incorporate the active transportation performance measures identified in the 2015 Scenario Plan (updated 2025) to fulfill OAR 660-012-0905 (Land Use and Transportation Performance Measures) and explore additional performance measures and target recommendations to achieve the Project's goals and objectives.

Tech Memo #3 recommendations must be presented in context of available City resources and identify any resource deficiencies that City may need to address to optimally monitor the success of the Walk and Roll Springfield: Active Transportation Plan.

4.1.1 Consultant Deliverable and Schedule

Consultant shall provide:

- A draft Tech Memo #3: Existing Conditions and Network Analysis memorandum within 14 days prior to the TAC Meeting #2.
- A Final Tech Memo #3: Existing Conditions and Network Analysis (within 14 days prior to TAC meeting #3) Consultant shall prepare Final Tech Memo #3 incorporating PMT, TAC, public comment from outreach Community Engagement Task 2, and Planning Commission and City Council comments as directed by PMT.

4.2 Tech Memo #4: Slow Streets Network Development

Using ORS 810.180 as guidance, Consultant, in coordination with City, shall prepare draft and final Tech Memo #4, which outlines processes, criteria, and procedures (considering the appropriate Oregon Revised Statutes (ORS) to consistently and equitably review local streets for applying 20 mph or slower posted speed. Tech Memo #4 must include a mapped network of "Slow Streets" and associated facility improvements such as speed cushions, signage, pavement markings, or other interventions needed to make the streets "family friendly routes."

4.2.1 Consultant Deliverable and Schedule

Consultant shall provide:

- A draft Tech Memo #4: Slow Street Network Development memorandum within 14 days prior to the TAC Kickoff Meeting #3.
- A Final Tech Memo #4: Slow Street Network Development memorandum (within 14 days prior to TAC meeting #4) Consultant shall prepare Final Tech Memo #4 incorporating PMT, TAC, public comment from outreach Community Engagement Task 2, and Planning Commission and City Council comments as directed by PMT.

TASK 5 NEEDS ASSESSMENT

Objectives:

- *To identify barriers to active transportation in the city.*
- *To identify gaps and deficiencies in existing active transportation networks and to develop potential solutions and recommended projects for priority routing.*
- *To help inform the project recommendations and project prioritization process.*

5.1 Tech Memo #6: Gaps and Deficiencies Analysis

Consultant shall prepare draft and final tech memo #6, to conduct a gaps and deficiencies analysis to help identify missing links in the active transportation network especially in Climate Friendly Areas (CFA). This tech memo #6 must fulfill OAR 660-012-0500(4) and OAR 660-012-0600(4). Tech memo #6 must include geographical representation of the gaps and deficiencies for the active transportation planning areas as well as a written report outlining the network opportunities and constraints. The gaps and deficiencies analysis must consider input collected from the community engagement process, and data collected from the existing conditions analysis. Tech memo #6 must identify infrastructure needs for active transportation users in the Study Area.

5.1.1 Consultant Deliverable and Schedule

Consultant shall provide:

- A draft Tech Memo #6: Gaps and Deficiencies Analysis memorandum within 14 days prior to the TAC Meeting #3.
- A Final Tech Memo #6: Gaps and Deficiencies Analysis memorandum (within 14 days prior to TAC meeting #4) Consultant shall prepare final tech memo #6 incorporating PMT, TAC, public comment from outreach Community Engagement Task 2, and Planning Commission and City Council comments as directed by PMT.

TASK 6 RECOMMENDED WALKING AND BICYCLING PROJECTS

Objectives

- *Identify prioritized active transportation projects within a racial and income based equity and health framework.*
- *Develop solutions with consideration of the impact on efforts to reduce and adapt to the negative effects of climate change.*
- *Identify opportunities to meet active transportation needs of underserved populations and provide access to destinations important to underserved populations.*
- *Identify specific infrastructure design concepts for all proposed projects.*
- *Develop wayfinding methodology and a wayfinding network incorporating key destinations to implement at the time of capital construction.*
- *Fulfill OAR 660-012-0520 Pedestrian System Projects and OAR 660-012-0620 Bicycle System Projects.*
- *Develop project prioritization and methodology to fulfill OAR 660-012-0155 Prioritization Framework and OAR 660-012-0520(3) Pedestrian System Projects*
- *Develop existing and proposed pedestrian network (map, figures, list)*
- *Develop existing and proposed ranked bicycle network (maps, figures, list)*

6.1 Tech Memo #7: Project Prioritization Methodology

Consultant shall prepare Tech Memo #7, documenting a prioritization methodology outlined in OAR 660-012-0520 & 0620 to identify and rank projects. In developing the methodology, Consultant shall:

- Develop a data driven approach to prioritization that, where possible, incorporates GIS technology.
- Establish the criteria for organizing projects into high, medium, and low priority implementation lists.
 - Noting projects within (Climate Friendly Areas)
- Develop criteria and prioritization processes specific to bicycle and pedestrian projects.
- Develop wayfinding criteria to be implemented at the time of capital construction.

6.1.1 Consultant Deliverable and Schedule

Consultant shall provide:

- A draft Tech Memo #7: Project Prioritization Methodology memorandum within 14 days prior to the TAC Meeting #3.
- A Final Tech Memo #7: Project Prioritization Methodology memorandum (within 14 days prior to TAC meeting #4) Consultant shall prepare Final Tech Memo #7 incorporating PMT, TAC, public comment from outreach Community Engagement Task 2, and Planning Commission and City Council comments as directed by PMT.

6.2 Tech Memo #8: Active Transportation Project Identification

Consultant shall prepare Tech Memo #8 to identify projects to improve active transportation using the Active Transportation Goals, Objectives, Policies, and Performance Measures identified in Tech Memo #3, Slow Streets Network needs identified in Tech Memo #5, the Gaps and Deficiencies Analysis identified in Tech Memo #6, and the Project Prioritization Methodology identified in tech memo #7. Project descriptions must include facility type and project limits that prioritize projects into high, medium, and low priority implementation lists.

Tech Memo #8 must also include crossing spot improvements to improve the pedestrian experience. Intersection spot improvements may include, but are not limited to, locations for Rectangular Rapid Flashing Beacons; median pedestrian refuges; or curb extensions to shorten the crossing distance; and lighting. Spot improvement descriptions must include extent, location and type of improvement. When identifying improvements, utilize the ODOT's Crash Reduction Factor Manual: <https://www.oregon.gov/odot/Engineering/ARTS/CRF-Manual.pdf> and FHWA's CMF Clearinghouse (3 stars +) <https://cmfclearinghouse.fhwa.dot.gov/>.

Tech Memo #8 must identify projects that support a recommended bicycle network consisting of:

- Identified Principal Active Transportation Routes.
- Local connections between the Principal Active Transportation Routes.
- Slow streets outlined in Tech Memo #5.
- Shared-use paths of regional significance.

Principal Active Transportation Routes and local connections must include various bikeway facility types including but not limited to separated shared-use paths, traditional and buffered bicycle lanes, and separated bicycle lanes or cycle tracks. Tech Memo #8 must also include bicycle spot improvements. Bicycle spot improvement descriptions must include extent, location, and type of improvement.

6.2.1 Consultant Deliverable and Schedule

Consultant shall provide:

- A draft Tech Memo #8: Active Transportation Project Identification memorandum within 14 days prior to the TAC Meeting #4.
- A Final Tech Memo #8: Active Transportation Project Identification memorandum (within 14 days prior to TAC meeting #5) Consultant shall prepare Final Tech Memo #8 incorporating PMT, TAC, public comment from outreach Community Engagement Task 2, and Planning Commission and City Council comments as directed by PMT.

6.3 Tech Memo #9: Wayfinding Methodology and Implementation

Consultant shall prepare Tech Memo #9 to identify wayfinding methodology and identify Principal Active Transportation Routes for wayfinding with a list of key destinations to be implemented at the time of capital construction for identified projects. At a minimum, it must include wayfinding

recommendations along Principal Active Transportation Routes identified in Tech Memo #8 Active Transportation Project Identification.

6.3.1 Consultant Deliverable and Schedule

Consultant shall provide:

- A draft Tech Memo #9: Wayfinding Methodology and Implementation memorandum within 14 days prior to the TAC Meeting #4.
- A Final Tech Memo #9: Wayfinding Methodology and Implementation memorandum (within 14 days prior to TAC meeting #5) Consultant shall prepare Final Tech Memo #9 incorporating PMT, TAC, public comment from outreach Community Engagement Task 2, and Planning Commission and City Council comments as directed by PMT.

6.4 Tech Memo #10: Project Cost Analysis

Consultant shall prepare a planning level Project Cost Analysis Tech Memo #10 for priority active transportation projects identified in Tech Memo #8 Active Transportation Project Identification. The Project Cost Analysis shall be documented in separate, clearly organized cost estimating spreadsheets. These spreadsheets must detail underlying assumptions, including but not limited to:

- Unit costs and quantities
- Sources of cost data
- Inflation or cost escalation factors
- Right-of-way and utility considerations

All cost estimates should reflect planning-level accuracy appropriate for a long-range (20-year) implementation horizon. The resulting Project Cost Analysis must be fully integrated into the Funding and Implementation Strategy chapter of the plan.

6.4.1 Consultant Deliverable and Schedule

Consultant shall provide:

- A draft Tech Memo #10: Project Cost Analysis memorandum within 14 days prior to the TAC Meeting #4.
- A final Tech Memo #10: Project Cost Analysis memorandum (within 14 days prior to TAC meeting #5) Consultant shall prepare Final Tech Memo #10.

TASK 7 RECOMMENDED UPDATES TO PLANNING DOCUMENTS, CITY CODES, DESIGN MANUAL, AND STANDARD DRAWINGS

Objectives:

- *Develop a list of required amendments to existing planning documents, e.g., 2035 Transportation System Plan and repeal of 1998 Bicycle Plan.*
- *Develop list of recommended Development and/or Municipal Code amendments to implement goals and objectives.*
- *Develop list of recommended Design Manual updates*
- *Develop list of recommended City Standard Drawing updates/references*

7.1 Tech Memo #11: Draft Zoning Ordinance and Comprehensive Plan Compliance

Consultant shall prepare Tech Memo #11 an initial assessment of the conforming amendments to the Springfield Development Code, 2035 Transportation System Plan, and Comprehensive Plan needed to adopt the Walk and Roll Springfield: Active Transportation Plan. Consultant shall develop a list of potential amendments necessary to adopt the Walk and Roll Springfield: Active Transportation Plan.

Consultant shall prepare a draft version of Tech Memo #11 for City PMT review and a final version that addresses comments. Consultant shall share the draft and final version of tech memo #13 with the City for information only.

7.1.1 Consultant Deliverable and Schedule

Consultant shall provide:

- A draft Tech Memo #11 (Draft Zoning Ordinance and Comprehensive Plan Compliance) memorandum within 14 days prior to the TAC Meeting #5.
- A Final Tech Memo #11 (Final Zoning Ordinance and Comprehensive Plan Compliance): memorandum (within 14 days after receiving comments) Consultant shall prepare Final Tech Memo #11 incorporating PMT, TAC, public comment from outreach Community Engagement Task 2, and Planning Commission and City Council comments as directed by PMT.

TASK 8 DEVELOP DRAFT WALK AND ROLL SPRINGFIELD: ACTIVE TRANSPORTATION PLAN AND FUNDING IMPLEMENTATION STRATEGY

Objectives

- *Develop a visually appealing and concisely written draft Walk and Roll Springfield: Active Transportation Plan understandable to a broad audience.*
- *Develop an implementation strategy including project cost estimates, near and long-term investments, and funding strategies.*

8.1 Final Walk and Roll Springfield: Active Transportation Plan Table of Contents

Consultant shall prepare Final Walk and Roll Springfield: Active Transportation Plan Table of Contents to be used for Draft Walk and Roll Springfield: Active Transportation Plan. Appendices must be identified to include technical information as appropriate.

8.1.1 Consultant Deliverable and Schedule

Consultant shall provide:

- A Walk and Roll Springfield: Active Transportation Plan Table of Contents within 14 days prior to the TAC Meeting #5.

8.2 Funding and Implementation Strategy

Consultant shall prepare Funding and Implementation Strategy Tech Memo #12 to summarize funding opportunities to provide direction on how the Project recommendations will be financed over the course of the applicable planning horizon. Funding and Implementation Strategy materials must be incorporated into the Preliminary Draft Walk and Roll Springfield: Active Transportation Plan.

8.2.1 Consultant Deliverable and Schedule

Consultant shall provide:

- A draft Tech Memo #12 (Funding Implementation Strategy) within 14 days prior to TAC meeting #5. Consultant shall prepare final Tech Memo #12 incorporating PMT, TAC, public comment from outreach Community Engagement Task 2, and Planning Commission and City Council comments as directed by PMT.

8.3 Draft Walk and Roll Springfield: Active Transportation Plan

Consultant shall prepare a Preliminary Draft Walk and Roll Springfield: Active Transportation Plan building off the 2035 Transportation System Plan and the 1998 Bicycle Plan and incorporating earlier

deliverables. The Preliminary Draft Walk and Roll Springfield: Active Transportation Plan must include the Final Walk and Roll Springfield Table of Contents and an Executive Summary that can be printed separately that describes the vision and process, community involvement, primary objectives and network recommendations with maps.

The Preliminary Draft Walk and Roll Springfield: Active Transportation Plan must be a visually appealing document and concisely written using clear, direct narrative to minimize the length of the document and make it accessible and readable to the community. Maps and graphics must be used throughout to explain concepts. The Preliminary Draft Walk and Roll Springfield: Active Transportation Plan must be prepared using software compatible with Adobe InDesign and utilize graphics and photographs captured by Consultant and City throughout the Project.

Consultant shall prepare the Draft Walk and Roll Springfield: Active Transportation Plan in Word. Consultant shall provide a Draft Walk and Roll Springfield: Active Transportation Plan in layout with Adobe and must address PMT comments for use at the final TAC meeting.

All traffic analysis memos should be finalized and stamped by an Oregon registered Professional Engineer (“PE”) at this deliverable.

8.3.1 Consultant Deliverable and Schedule

Consultant shall provide:

- The draft Walk and Roll Springfield: Active Transportation Plan within 14 days prior to TAC meeting #5.

TASK 9 FINAL PLAN DEVELOPMENT

Objectives

- *Adopt Walk and Roll Springfield: Active Transportation Plan as the Pedestrian and Bicycle Elements of the TSP.*
- *Finalize Walk and Roll Springfield: Active Transportation Plan for distribution.*

9.1 Final Walk and Roll Springfield: Active Transportation Plan

Consultant shall prepare a Final Walk and Roll Springfield: Active Transportation Plan in Adobe InDesign and incorporate any City Council and BCC actions. An electronic version must be provided to the APM in MS Word and Adobe pdf formats. Consultant shall provide all native design files to City upon completion of the Project, including GIS, InDesign, or Illustrator. The Consultant shall provide five hard copies of the Final Walk and Roll Springfield: Active Transportation Plan.

9.1.1 Consultant Deliverable and Schedule

Consultant shall provide:

- The Final Walk and Roll Springfield: Active Transportation Plan to be scheduled with Task 1.1

9.2 Title VI Report

Consultant shall prepare and submit to APM Title VI Report documenting Project processes and outreach for all income, race, gender, and age groups for the entire Project.

9.2.1 Consultant Deliverable and Schedule

Consultant shall provide:

- The Title VI Report to be scheduled with Task 1.1

9.3 Project Information Sheet

City shall prepare and submit to ODOT a two-page summary of Project analysis, activities, and policy decisions.

9.3.1 Consultant Deliverable and Schedule

Consultant shall provide:

- The Project Information Sheet to be scheduled with Task 1.1

SCHEDULE

Task 1: Project Management	Throughout project timeline
Task 2: Community Engagement Strategy	2 Month after Notice to Proceed
Task 3: Existing Conditions and Network Analysis	5 Month after Notice to Proceed (“NTP”)
Task 4: Goals and Objectives	8 Months after Notice to Proceed
Task 5: Needs Assessment	12 Months after Notice to Proceed
Task 6: Recommended Walking and Biking Projects	15 Months after Notice to Proceed
Task 7: Draft Final Plan and Identification of Regulatory Amendments	18 Months after Notice to Proceed
Task 8: Final Plan Development and Adoption Process	20 Months after Notice to Proceed

EXHIBIT B - COMPENSATION

Definitions:

CPFF – Cost Plus Fixed Fee

FCCM - Facilities Capital Cost of Money

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

NTE - Not to Exceed Amount

T&M - Time and Materials

A. METHOD of COMPENSATION for NON-CONTINGENCY TASKS

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

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

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

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

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

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

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

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

B. PAYMENT OPTIONS

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

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

C. TRAVEL

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

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

D. INVOICES

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

- The Agency's Contract number
- The Agency's Project number
- ODOT Key Number

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

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

"Paid Summary Report"

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

CPFF and T&M Compensation:

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

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

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

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

E. PAYMENT TERMS

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

F. CORRECTIVE WORK

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

G. WITHHOLDING/RETAINAGE

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

H. PAYMENT REDUCTION

Agency, or its duly authorized agents, may audit Consultant’s fiscal records, including certified payroll and overhead records at any time. If Agency finds previously undisclosed inaccurate or improper costs have been invoiced and paid, Agency will notify Consultant and seek clarification. Agency, in its sole discretion, may reduce the payment for Services by withholding the inaccurate or improper amounts

from any future payment to Consultant, withhold the inaccurate or improper amounts from final payment to Consultant, or may use any other means to seek recovery of already paid but improperly calculated amounts.

I. SPECIFIC LIMITATIONS and UNALLOWABLE CHARGES

Specific Limitations

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

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

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

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

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

Unallowable Charges

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

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

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

J. INDIRECT COSTS; SALARY and BILLING RATE SCHEDULES

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

2. Overhead Schedule - If Consultant or subconsultants calculate overhead as part of their normal business practice, the overhead schedules shall be prepared and submitted in accordance with ODOT's Billing Rate Policy (as may be revised from time to time by ODOT) available at: <https://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/brPolicy.pdf>. Consultant Certification of compliance with Federal Cost Principles is required per FHWA directive 4470.1a: <https://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm>. A signed [Certification of Final Indirect Costs form](#) must be submitted with the overhead schedule.

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

3. Salary and Billing Rate Schedules

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

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

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

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

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

K. RATE REVISIONS

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

L. BREAKDOWN OF COSTS (BOC)

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

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

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

Notes:

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

EXHIBIT C - INSURANCE

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

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

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

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

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

EXHIBIT D - TITLE VI NON-DISCRIMINATION PROVISIONS

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

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

**NOTICE TO PROPOSERS AND CONSULTANT CONTRACTORS REGARDING
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
INTERIM FINAL RULE IMPLEMENTATION**

The U.S. Department of Transportation (USDOT) issued an Interim Final Rule effective October 3, 2025, modifying the certification, compliance and reporting requirements of the Disadvantaged Business Enterprise program (DBE IFR). The DBE IFR was published in the Federal Register at 90 Fed Reg 47,969 (2025) and is available here: <https://www.transportation.gov/mission/civil-rights/disadvantaged-business-enterprise/DBE-IFR-10-03-2025>.

DBE certification may no longer rely on race or gender solely when determining DBE eligibility and requires the eligibility of all DBE certified firms to be reevaluated on an individualized basis, without reliance on race- or sex-based presumptions of disadvantage. Oregon's Certification Office for Business Inclusion and Diversity (COBID) is the Unified Certification Program (UCP) for the State of Oregon and is responsible for performing the reevaluations and certifications. Until the reevaluation process is completed by COBID, ODOT may not update its overall goal, set any contract DBE goals on federally funded projects or count any DBE participation toward DBE goals.

In accordance with the DBE IFR, the ODOT DBE requirements applicable to federally funded projects prior to the 10/03/2025 effective date of the rule are no longer in effect, and the associated DBE contractual requirements have been suspended. Therefore, the following provisions do not apply to this solicitation or the resulting Contract:

- Assigned DBE Goal percentage greater than zero percent
- ODOT DBE Policy Statement
- EXHIBIT E – DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROVISIONS (Goal)
- Subcontractor Solicitation and Utilization Report (SSUR) Form
- Reporting DBE participation on the applicable Breakdown of Costs (“BOC”) form
- Committed DBE Breakdown and Certification Form (AE)

The following Exhibit E.1 - DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROVISIONS (No Goal) will apply to this solicitation and the resulting Contract (see next page):

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

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

“Consultant” and “Contractor” are hereinafter referred to as “Contractor”. **See section e for specific reporting requirements of Contractor.**

In accordance with the U.S. Department of Transportation’s Interim Final Rule, effective October 3, 2025 and published at 90 Fed Reg 47,969 (2025), modifying the certification, compliance and reporting requirements of the Disadvantaged Business Enterprise program (DBE IFR), ODOT’s DBE requirements that were applicable to federally funded projects prior to the 10/03/2025 effective date of the rule are no longer in effect, and the associated DBE contractual requirements have been suspended pending implementation of the DBE IFR. Contractor acknowledges and agrees that it will cooperate in processing any contractual revisions ODOT deems necessary or appropriate to effectuate the updated DBE Program requirements that may result from the DBE IFR implementation or future modifications to the DBE Program and corresponding regulations.

- a. Policy and Program Authorities:** Reserved.
- b. DBE Goals:** Reserved.
- c. Nondiscrimination Requirement:** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this USDOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Agency deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- d. Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 10 calendar days from receipt of each payment Consultant receives from Agency. In addition, Contractor shall return any retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed.
- e. Reporting Requirements:** Contractor shall complete and submit initial, interim and final Paid Summary Reports [an ODOT form] to Agency per the instructions on the form provided by Agency. Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance.
- f. Commercially Useful Function:** Reserved.
- g. Termination of DBE Notification Requirement:** Reserved.

- h. **Remedies:** Contractor’s failure to comply with these DBE Provisions and the requirements of 49 CFR Part 26 may result in one or more of the following administrative actions as deemed appropriate by Agency: non-compliance documented in Agency’s evaluation of Contractor performance, a corrective action plan prepared by Contractor, Agency withholding of retainage, suspension of work, reporting of non-compliance to the Federal System for Award Management (“SAM”) available at <https://sam.gov/SAM/>, any other remedies provided under the Contract.
- i. **Information/Questions:** The DBE program is administered by the ODOT Office of Engagement and Civil Rights (“OECR”). Questions related to the DBE Program may be sent via email to ocrinforequest@odot.oregon.gov or otherwise directed to: Oregon Department of Transportation Office of Engagement and Civil Rights, ODOT Materials Laboratory Building, 800 Airport Road SE, Rm 61, Salem, OR 97301; Phone: 503-986-4350.
- j. **Directory of Certified Firms:** Reserved.

Related Web Sites:

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

- **Forms:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>
- **Documents:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>
- **49 CFR Part 26:** <https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=34ea04c7ed3d45b0e41f82a5646f1c15&rgn=div5&view=text&node=49:1.0.1.1.20&idno=49>
- **Interim Final Rule, 90 Fed Reg 47,969 (2025):** <https://www.transportation.gov/mission/civil-rights/disadvantaged-business-enterprise/DBE-IFR-10-03-2025>.

Acronyms & Definitions Applicable to Exhibit E.1

APM	ODOT’s or local agency’s Project Manager
CFR	Code of Federal Regulations
CUF	Commercially useful function
DBE	Disadvantaged Business Enterprise
OECR	ODOT Office of Engagement and Civil Rights
ODOT	Oregon Dept. of Transportation
RFP	Request for Proposals
SSUR	Subcontractor Solicitation and Utilization Report
USDOT	United States Department of Transportation

EXHIBIT F - SPECIAL TERMS & CONDITIONS

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

EXHIBIT G - RESERVED

EXHIBIT H - RESERVED

EXHIBIT I - ERRORS & OMISSIONS ("E&O") CLAIMS PROCESS

Exhibit I is not physically attached but is incorporated into this Contract with the same force and effect as though fully set forth herein. For purposes of this Contract, the term "Agency", as used in the E&O Claims Process, means "local public agency". The E&O Claims Process (as may be revised from time to time by ODOT) is available at the following Web address as Exhibit I:

<http://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>
<http://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/xbti.pdf>

EXHIBIT J - CONTACT INFORMATION and KEY PERSONS

1. Party Contact Information.

a.1 * Agency's Project Manager (APM) Name:	Kristi Krueger, P.E., Capital Engineering Manager
Ph:	541-726-4584
E-mail:	kkrueger@springfield-or.gov

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

Name:	Amanda Clinton, Senior Contracts Analyst
Ph:	541-726-3624
E-mail:	aclinton@springfield-or.gov

a.3 Agency's address for invoicing:

Mailing Address:	225 5 th Street Springfield, OR 97477
E-mail:	aclinton@springfield-or.gov

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

Name:	
Ph:	
E-mail:	

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

Name:	
Address:	
Ph:	
E-mail:	

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

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

2. Key Persons

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

Contract is engaging the expertise, experience, judgment and personal attention of the Key Persons identified in the Contract.

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

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

Name	Role

3. Reassignment or Transfer of Key Person

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

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

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