

Linn County Road Department Certified Agency Manual

Section 1

Program Management

Quality Control Plan for Federal-Aid Projects

Linn County Road Department

Local Agency Oversight Plan

The Linn County Road Department has successfully managed design and construction of local, state, and federal-aid projects. The County also designs and manages federal-aid projects for other neighboring local public agencies (LPAs) through interagency agreements. Engineering Services of the Linn County Road Department is responsible for oversight of all federal-aid projects under the master certification agreement with the Oregon Department of Transportation (ODOT) and is responsible for administration in accordance with the federal requirements, the master certification agreement and ODOT Local Agency Guidelines (LAG).

As provided in Local Agency Agreements between Linn County and Oregon Department of Transportation, the Linn County Engineer is the Project Manager/Engineer of Record to administer federal-aid projects. The County Engineer may assign or delegate authority to his staff or a consultant to be Project Manager, Project Engineer, or Quality Control Coordinator and/or assign work in support of the Project Manager, Project Engineer, or Quality Control Coordinator to other engineering staff under the County Engineer's Supervision.

Oversight of the Quality Control Plan and independent review are the responsibilities of the Project Manager. The County Engineer has the final authority on the project for those areas of project delivery delegated to the county from ODOT. This final authority must be within the requirements of the ODOT Linn County Master Certification Agreement, LAG and FHWA requirements. Compliance with the LAG is a requirement of the Quality Control Plan. ODOT checklists (if they exist or are applicable to a Local Agency Project) will be completed in addition to any necessary Linn County Road Department checklists to provide quality control oversight and assure compliance with ODOT and FHWA requirements.

All issues needing FHWA attention will go through ODOT.

1. FHWA retains approval authority over:
 - a. Waiver for Buy American provisions;
 - b. Any sensitive or controversial change, or any change for which FHWA review and approval is specifically requested; and
 - c. Work not already approved by FHWA if approval is questionable.
2. State retains approval authority over certain changes to the project. The notification of proposed changes must be sent to State's Regional Local Agency Liaison for approval prior to the County approving a Change in any of the following areas:
 - a. Changes which affect environmental mitigation classification or commitments;
 - b. Right of way access control on or impacting State's facilities;
 - c. Changes in the scope of work or extension of the contract limits shown in the project documents approved by State and FHWA;
 - d. Any contract change altering the DBE goals or requirements;

- e. Any impact or changes to traffic mobility including width, height, weight, length, access to the route or additional travel delay on or impacting State's facilities

Roles, Responsibilities, and Authority of the Project Manager

The Project Manager is a representative of the County Engineer and functions under the County Engineer's delegated authority. The Project Manager is required to be a registered Professional Engineer licensed by the Oregon State Board of Examiners for Engineering and Land Survey (OSBEELS). The Project Manager is responsible for all facets of the project including, but not limited to: design, right-of-way/easement acquisition, permits, utilities, environmental commitment compliance, construction, contract administration, schedule, budget, safety, civil rights requirements, public relations, and claim resolution. The Project Manager is responsible and directly in charge of the coordination of the engineering design, contract specifications, advertise, bid, and award, and construction engineering and may also be the "Engineer of Record". The Project Manager is the point of contact for ODOT staff in regard to all project elements and represents the County's interests in the project. The Project Manager is recommended to obtain ODOT inspector certifications with respect to work on the project. This may also be satisfied by the engineering staff which have these certifications that work in support of the Project Manager.

For Construction Management, the Project Manager or support staff under the Project Manager is required to be an ODOT certified inspector (General Construction, HMAC, Erosion Control, etc.) with respect to work on the project.

Roles, Responsibilities, and Authority of the Project Engineer

The Project Engineer is a representative of the Project Manager in matters related to design and construction of federal-aid projects. The Project Engineer and Project Manager may be the same individual on a project. The Project Engineer is directly responsible for the engineering design. There may be more than one project engineer working on the project (e.g. Bridge Design, Road Design, etc.). A Project Engineer working on federal-aid projects shall be a Professional Engineer licensed by the Oregon State Board of Examiners for Engineering and Land Survey (OSBEELS). For Construction Management, the Project Engineer or support staff under the Project Engineer is required to be an ODOT certified inspector (General Construction, HMAC, Erosion Control, etc.) with respect to work on the project.

Preliminary Engineering

Plans, specifications and estimates (PS&E) are prepared under the direct supervision of the Project Manager and/or Project Engineer and reviewed and approved by the County Engineer. The County has established a checklist/procedure to provide quality control oversight and assure compliance with ODOT and FHWA requirements (Design Procedures Checklist for Federal Aid Projects, located in the Appendix). ODOT's PS&E Checklist in the LAG Manual for Certified Agencies will be completed and submitted to provide additional quality control oversight. Final written approval of the PS&E by ODOT and FHWA is required as a condition to obtain obligation of funding for construction.

Development of plans, specifications and estimates include a review process at 30%, 60% (for some projects), and 90% design completion. The 30% review is needed to obtain approval of NEPA, prior to proceeding with final design. The County's internal review may include the Planning Department, State, County, and Emergency Services, Parks and Recreation

Department, and Road and Bridge Maintenance Divisions, as appropriate. Linn County maintains a comment log to track and demonstrate follow up on any review comments provided by each review step.

- 30% - The County's internal review, initiation of the NEPA process and design exception process as needed;
- 60% - The County's internal review and utility notification for relocation. A copy of the Utility documents* is sent to the State Utility Liaison with cc to LAL;
- 90% – The County's final internal review of PS&E package. (An independent peer and constructability review completed by the County Engineer and/or a Project Manager not assigned to the project).
- For clarification, one component of the PS&E Package includes final plans and specifications. If the project is located on a State highway, it will also need separate ODOT review and approval at 30%, 60% and 90%
- Prior to advertisement – Bid Advertisement documents approved by the County Engineer, Roadmaster, County Counsel, and Board of Commissioners. The Roadmaster completes final review of the bid documents and advertisement approval.

ODOT Environmental review of plans and specifications is needed soon after NEPA approval and the necessary environmental measures are incorporated into the plans and specs.

The PS&E package, signed by the Project Manager and Quality Control Coordinator, will be submitted to ODOT after comments from the 90% plan review have been incorporated. PS&E and construction plans shall conform to the current edition of the following, unless otherwise requested by the Linn County Road Department and approved by ODOT per Local agency Certification Agreement:

- AASHTO Policies and Guidelines
- Oregon Standard Specifications for Construction and Linn County Amendments as approved by ODOT
- Manual on Uniform Traffic Control Devices and Oregon Supplements
- TRB Highway Capacity Manual
- Local Agency Certification procedures as indicated in LAG manual
- Title 23 and Title 49, USC, Highways and Regulations
- FHWA Contract Administration Core Curriculum Participants Manual and Reference Guide
- ODOT Right-of-Way Manual
- ODOT Bridge Cost Data Manual
- ODOT Bridge Section Load Rating procedures
- Oregon Bicycle and Pedestrian Plans
- ODOT Highway Design Manual (for projects on the Oregon State Highway System and the National Highway System)

Utilities and Right of Way

Right of way and utilities are addressed as provided by each project IGA (see LAG Manual).

The following documents are required to be submitted to the State Utility Liaison prior to PS&E, either as the documents are generated or as a packet with the PS&E electronically:

- Copies of all Conflict Letters & Project Notification Letters
- Copies of all Time Requirement Letters
- Utility Certification Form, and

If reimbursable utility project, then submit the following original signed forms to the State Utility Liaison:

- The Reimbursable Information Form (RIF) and
- The Reimbursement Certification Form.

For situations not covered here, or for other related questions, contact the ODOT Regional Local Agency Liaison (LAL) who will coordinate with ODOT's State Utility Liaison.

Current requirements and procedure regarding utilities will be followed as provided by Chapter 13 in the Local Agency Guidelines.

The County has established a checklist/procedure to provide quality control oversight and assure compliance with ODOT and FHWA requirements (Right of Way and Utility Procedures Checklist for Federal Aid Projects located in the Appendix).

Design Deviations Exceptions

The Design deviation must be first approved by the County Engineer. For projects on County Roads or for special projects, a design exception may or may not be required from ODOT. The ODOT Liaison or other appropriate ODOT department should be contacted for clarification of this.

If a design exception is required from ODOT, Design deviations will be approved by the County Engineer prior to submittal to ODOT for approval. Design exceptions shall be submitted as early as possible in the design process, but no later than a 30% level of completion ideally. Design exceptions will be completed per ODOT procedures and approved by ODOT. The ODOT design exception process can be found in the ODOT Highway Design Manual and can be located at: http://www.oregon.gov/ODOT/HWY/ENGSERVICES/design_exceptions.shtml.

Bid Document, Advertising, Bid, and Award

A project may not be advertised until Linn County has received authorization in the form of obligation of funding for construction from FHWA and ODOT. Once authorization has been issued, the Project Manager/Project Engineer is responsible for preparation of the bid document and checklists. Oversight of the bid document is the responsibility of the County Engineer. The bid document, advertising, bid and award shall conform to Section C, Chapter 15 and Chapter 8 of the LAG. The County has established a procedure to provide quality control and quality assurance oversight to comply with ODOT and FHWA requirements (Advertise, Bid, and Award Procedures Checklist for Federal Aid Projects, located in the Linn County Contract & Construction Administration Quality Control Plan Appendix).

The award of all construction contracts requires the County Engineer, County Counsel, Roadmaster, and Board of Commissioner approval and signatures. Addendums to the Bid Document will be prepared by the Project Manager and independently reviewed and approved by the County Engineer. Addendums will be forwarded to ODOT per the signed Certification Agreement.

ODOT's Certified Agency Ad, Bid and Award package, signed by the Project Manager and Quality Control Coordinator, will be submitted to ODOT. Linn county complies with the ODOT Bid Analysis Policy for certified LPAs established July 2013 and approved by FHWA. If the county determines that it will not award to the lowest, responsive bidder, it must contact ODOT immediately and provide written justification for their decision. ODOT and FHWA must concur in the LPA's rejection of bids.

Construction Cost Estimate, and Project Agreement Estimate (PAE)

All construction cost estimates are prepared by the Project Manager/Project Engineer and kept confidential. The County Engineer shall complete an independent review and approve the cost estimate. The cost estimate is submitted to ODOT in Excel, using the accepted ODOT format. The Project Manager will submit a request to ODOT to prepare a budget to be included in the PAE for the construction engineering services provided by ODOT following award of the contract. The draft PAE is sent to ODOT' Project Liaison after construction contract award. ODOT in turn will provide a final PAE to the Local Agency.

Construction and Contract Administration

Construction and contract administration is the responsibility of the Project Manager. The Project Manager is also responsible for the County's Quality Assurance and Civil Rights requirements for the project.

The County has an established Quality Control Plan for Construction Administration. As part of this plan the County has established a checklist for construction and contract administration procedures and a checklist for project deliverables to provide quality control oversight and assure compliance with County, ODOT and FHWA requirements (Contract & Construction Administration Procedures Checklist for Federal Aid Projects, located in the Linn County Contract & Construction Administration Quality Control Plan Appendix). ODOT's Local Bid and Award Checklist in the LAG Manual will be completed to provide additional quality control oversight. The County Engineer provides additional oversight.

The County Federal-Aid Certification Plan identifies the Linn County Road Department Contract & Construction Administration Quality Control Plan.

Contract change orders, under the County's authorization and per the Interagency Agreement, will be approved by the County Engineer, Roadmaster, County Counsel, and the Linn County Board of Commissioners. Change orders outside the County's authorization, per the Interagency Agreement, will obtain concurrence from ODOT prior to final execution of the change order.

The Project Manager will notify the State Local Agency Liaison of 1st, 2nd and 3rd notice, the punch list, and invite the State Local Agency Liaison to the final inspections.

Civil Rights

The County has developed a Title VI Plan (2011) which was submitted to and accepted by ODOT's Certification Program Manager. This Plan is on file in Linn County.

The County has also established the Civil Rights Procedures Checklist for Federal Aid Projects, located in the Linn County Contract & Construction Administration Quality Control Plan Appendix. The County Project Manager is the designated Agency contact for the delegated portions of this program* which is also administered through the bid and award and construction procedures.

The County will also follow the requirements of the Civil Rights program as specified in the LAG.*Some portions of Title VI and the DBE program are a function of ODOT - refer to Master certification agreement and the LAG for which parts.

Financial Oversight

The Project Manager is responsible for project finances. The County Engineer provides financial oversight and reviews and approves all payments to contractors and suppliers and all financial documents that will be submitted to ODOT. The Roadmaster may also provide additional oversight on a case by case basis as deemed necessary. The County Engineer or an individual assigned by the County Engineer keeps financial control of the project. In addition, approval from the Roadmaster, County Counsel, and Board of Commissioners are required for execution of any Interagency Agreement. Reimbursement requests are prepared by the Linn County Road Department Office Manager and staff and approved by the County Engineer.

Living Program

All documents may require changes or improvements based on need and federal and state requirements. Therefore, this plan and documents are regarded as a living document. To ensure consistency of the program with requirements, any modification to this plan is subject to the review and approval of the Linn County Engineer.

Approved by: C. R, Knoll, PE
Linn County Engineer

Original: June 7, 2011
Revised: March 11, 2014
ODOT updates: April 7, 2014
Last Revised with Updates: April 25, 2014

APPENDIX

- Design Procedures Checklist for Federal Aid Projects,
- Right of Way and Utility Procedures Checklist for Federal Aid Projects

PROJECT DEVELOPMENT & DESIGN PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PE= Project Engineer RM= Region Manager EC= Environmental Coordinator CPM= Certification Program Manager CE= County Engineer
 L= Local Liaison RR= ODOT ROW U= Utility Manager CR= County Roadmaster CC= County Commissioners PM= Project Manager

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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Intergovernmental Agreement

		ALL	ALL	1 Project Scoping Trip
		CE	F, L, EC	2 Prepare project Prospectus parts 1, 2, and 3 (including environmental checklist)
		CE	EC	3 Review checklist with EC
		EC	F, CE, L	4 Receive approval for Part 3
		L	F, CE	5 Receive approval for Parts 1 and 2
		CE	CPM, L	6 Request Supplemental & Certification Agreement IGA
		CE	L	7 Request Project IGA
		CPM	F, CE	8 Submit Supplemental & Certification Agreement IGA for County Approval
		L	F, CE	9 Submit Project IGA for County Approval
		CE	CR, CC	10 Submit Project IGA, Supplemental and Certification Agreements for County Approval
		CE	CPM, L	11 Return approved and signed IGA's, Supplemental and Certification Agreements
		CPM, L	F, CE	12 Provide Copy of completed and signed IGA's, Supplemental and Certification Agreements
		CPM, L	F, CE	13 Provide Notice of Funding Authorization and Notice to Proceed - Before any work begins

Soft Match

		CE	CPM, L	1 Request soft match (see Initial Donations/Contributions form)
		L	F, PM	2 Submit soft match approval

Consulting Services

		CE	CPM, L	1 Prepare programming request for consulting services (unless Direct Services Contract to be used)
		L	F, PM	2 Submit programming request for consulting services approval (unless Direct Services Contract)
		CE	CPM, L	3 Prepare Statement of Work for Consulting Services and DBE Goal
		CE	CPM, L	4 Prepare RFP if Direct Services Contract will not be used.
		L	F, PM	5 Submit Approved statement of work and DBE Goal
		CE	F	6 Advertise RFP and go through RFP Consultant Section Process if not Direct Service Contract
		CE	F, CPM, L	7 Review and Select consultant
		CE	F	8 Meet with Consultant and Develop Contract Meeting LAG Guidelines and County Guidelines

	CE	F	9	Obtain, Review, Prepare Documents for Preliminary Engineering, and PS&E
Legend: F= File PE= Project Engineer RM= Region Manager EC= Environmental Coordinator CPM= Certification Program Manager CE= County Engineer				
L= Local Liason RR= ODOT ROW U= Utility Manager CR= County Roadmaster CC= County Commissioners PM= Project Manager				

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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				Consulting Services Cont.
		CE	EC, L	10 Prepare Environmental Assessment and permit for review and closeout
		EC	F, PM	11 Submit Environmental Closeout approval from FHWA

				Preliminary Engineering (PE)
		L	F, PM	1 Obtain signed Authorization to Proceed with PE from L
		PE	CPM, L	2 Schedule and conduct meeting for project and identify key ODOT staff
		PE	F, ODOT staff	3 Prepare and distribute meeting summary
		PE	F	4 Prepare roadside inventory
		PE, ODOT	L, CPM	5 Identify, Prepare and submit design exception documentation
		L	PM	6 Submit approved design exception documentation
		PE	F	7 Prepare mobility checklist (if on-system route)
		PE	CPM, L	8 Prepare Public Interest Finding letter
		L	F, PM	9 Submit approved Public Interest Finding
		CE	F, PE	10 Review and Comment on 30% Engineering Plans
		PE	L, F	11 Prepare and Submit 30% Engineering Plans
		PE	L, EC, F	12 Obtain Environmental Closeout and Approval with submittal of Environmental Documents
		PE	F, L, RM	13 Request Access Management Plan (if on State Highway)
		L, RM	F, PM	14 Submit approved Access Management Plan (if on State Highway)
		L, RM	F, PM	15 Submit Approved Official Project Access List (if on State Highway)
		PE	F, Prop owners	16 Prepare and submit property owner notification of upcoming project
		PE	F, L, RM	17 Request pavement design (if on State Highway)
		L, RM	F, PM	18 Submit pavement design (if on State Highway)
		CE	F, PE	19 Review and Comment on 60% Engineering Plans, specifications and estimate
		PE	CPM, L	20 Prepare and Submit 60% Engineering Plans and Specs (ODOT District if impact to or adjacent to ODOT facility)
		L	PM	21 Submit 60% Engineering Plans and Spec review comments

				90% PS&E
		CE	F, PE	1 Review and Comment on 90% Engineering Plans, specifications and estimate
		PE	F, PM	2 Prepare 90% Engineering Plans and Specs
		PE	L	3 Prepare and Submit Q&Q Guide
		L	PE	4 Submit comment/approved Q&Q Guide
		PM	F, OCR, L	5 Submit Request for Goals, Form 731-0663 (include Engineers Estimate, Construction Schedule and CR form)

	OCR	F, PM	6	Submit goals by email (Submitted within 3 days of receipt of above)
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Legend: F= File PM= Project Manager RM= Region Manager EC= Environmental Coordinator CPM= Certification Program Manager CE= County Engineer
L= Local Liason RR= ODOT ROW U= Utility Manager CR= County Roadmaster CC= County Commissioners

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
		PM	F, OCR, L	7 Publish goals in Bid Booklet (Send paper and electronic copy to LAL and OCR)
		OCR	F, PM	8 Notify Local Agency by email of the receipt (Within 3 days of receipt of Bid Booklet)
		PM, CE	F, L, DBE	9 Submit 90% PS&E Checklist, Bid Booklet, Specifications, Engineering Plans and Ad (6 weeks prior to Ad date)
		L	F, PM	10 Provide FHWA Notice to Proceed - Must be obtained before Advertising

90% PS&E Cont.

RIGHT OF WAY AND UTILITY PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PE= Project Engineer RM= Region Manager EC= Environmental Coordinator CPM= Certification Program Manager CE= County Engineer
 L= Local Liaison RR= ODOT ROW U= Utility Manager CR= County Roadmaster CC= County Commissioners PM= Project Manager

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
				Right of Way
		PM	F	4 Contact appraiser and receive estimate for ROW acquisition
		PM	F, L, RR	5 Send funding request with maps and property descriptions
		L, RR	PM, F	6 Receive funding authorization
		PM	F, Appraiser	7 Request Preliminary Title Report from Title Company
		PM	F, RR	8 Send 15-day letter for review and approval
		PM	F, L, RR	9 Send Letter to property owners stating appraiser will meet and discuss (15-day letter) send ADT and Rd Class
		PM	Appraiser	10 Send PTR, ADT, Road Classification to appraiser
		Appraiser	F	11 Receive Final Appraisal
		PM	F, RR	12 Send Letter and Acquisition packet for review and approval
		PM	F, L, RR	13 Prepare and send Acquisition documents to property owner (Letter, easement, compensation, W-9)
		PM	F, RR	14 Send Letter for Property Purchase for review and approval
		PM	F	15 Send Property Purchase letter and check
		PM	F	16 Contact County Surveyor to stake new ROW
		PM	F, L, RR	17 Contact ODOT ROW to set up ROW File Review once ROW purchased
		PM	L, RR	18 Prepare and Submit ROW Certification
		L, RR	PM, F	19 Submit Approved ODOT Certification
				Utilities
		PM	F, Utilities, U	1 Prepare and submit utility conflict letter
		PM	F, Utilities, U	2 Prepare and submit utility relocation time requirement letter
		PM	F, L, U	3 Prepare and submit Utility Certification (at 90%)

Linn County Road Department



Construction & Contract Administration Quality Control Plan June 19, 2014

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Linn County Road Department

Construction & Contract Administration Quality Control Plan

INTRODUCTION

This Contract & Construction Administration Quality Control Plan is referenced by Linn County Road Department's Quality Control Plan for Federal-Aid Projects. The two plans are consistent and support each other. This plan pertains specifically to construction administration of federally funded projects through the Oregon Department of Transportation.

To be consistent with the requirements of the Oregon Department of Transportation's policy regarding project delivery and construction administration for federally funded projects, the format of this plan is provided to follow the format of the Oregon Department of Transportation's Construction Manual, and will identify Linn County's organization, policies and procedures to meet the requirements and policy provided by these documents. Linn County may also be referred to as "Agency" in this document

A. LINN COUNTY ORGANIZATION

The Linn County Road Department Roadmaster has been appointed by the Linn County Board of Commissioners to provide the Administration and Direction of the Linn County Road Department. The County Engineer reports directly to the Roadmaster.

Linn County Public Contracting Rules (LCPR) include Division 46 which is applicable to all public contracting, Division 47 which describes procedures for Public Contracting for Goods or Services, Division 48 which describes procedures for Public Contracting for Engineering and Land Surveying Services, and Division 49 which describes procedures for Public Contracting for Construction Services. Except as provided in the LCPR, the powers of the Local Contract Review Board under Public Contracting Code (ORS Chapters 279A, 279B, and 279C) shall be exercised and performed by the Linn County Board of Commissioners and all powers and duties given or assigned to Contracting Agencies by the Public Contracting Code shall be exercised or performed pursuant to Linn County Code (LCC) Chapter 630.

Contract plans and specifications are prepared by Linn County Engineering following the Oregon Standard Specifications for Construction with updates provided by Oregon Department of Transportation's Supplemental Contract Specifications. Currently a new Oregon Local Agency Standard Specification (Part 100s) is being developed and currently being reviewed by the DOJ. These will be used once approved for use by the DOJ and ODOT.

As provided in Linn County's Quality Control Plan for Federal-Aid Projects, the Linn County Engineer is the Project Manager/Engineer of Record to administer federal-aid projects. The County Engineer may assign or delegate authority to his staff or a consultant to be Project Manager, Project Engineer, or Quality Control Coordinator and/or assign work in support of the Project Manager, Project Engineer, or Quality Control Coordinator to other engineering staff under the County Engineer's Supervision.

County Engineer (CE)

For Construction Contract administration, the County Engineer is responsible to assure that construction Contract obligations are fulfilled and that Contract administration is performed according to established Linn County policies and procedures, including those described in this plan.

The County Engineer may assign one or more Project Managers or Project Engineers to be responsible for the construction and Project delivery.

Project Manager (PM)

The PM is the Agency's representative in relationships with the construction Contractor, the public, and others. The PM is required to be registered with the Oregon State Board of Examiners for Engineers and Land Surveyors (OSBEELS) as a Professional Engineer.

The Project Manager is responsible for all facets of the project including, but not limited to: design, right-of-way/easement acquisition, permits, utilities, environmental commitment compliance, construction, contract administration, schedule, budget, safety, civil rights requirements, public relations, and claim resolution. The Project Manager is responsible and directly in charge of the coordination of the engineering design, contract specifications, advertise, bid, and award, and construction engineering and may also be the Engineer of Record. For Construction Management, the PM or support staff is required to be an ODOT certified inspector with respect to the Work being done on the project.

The PM is responsible for all facets of the performance of construction Contract administration including, but not limited to permits, utilities, environmental commitment compliance, construction, contract administration, schedule, budget, safety, civil rights requirements, public relations, and claim resolution.

Project Engineer (PE)

The PE is a representative of the Project Manager in matters related to design and construction of federal-aid projects. The PE and PM may be the same individual on a project. The Project Engineer is directly responsible for the engineering design. There may be more than one project engineer working on the project (e.g. Bridge Design, Road Design, etc.). The PE is required to be registered with the Oregon State Board of Examiners for Engineers and Land Surveyors (OSBEELS) as a Professional Engineer. For Construction Management, the PE or support staff is required to be an ODOT certified inspector with respect to the Work being done on the project.

B. PROJECT FUNDING/CONTRACT ADMINISTRATION RESPONSIBILITIES

The funding for a project may come from sources other than ODOT, including FHWA or other federal sources, state or local governments. The sources of funding and any specific requirements will be specified in the Intergovernmental Project Agreement (IGA).

Contract Administration Responsibility

For projects involving Federal-Aid funding Linn County has the responsibilities for construction as specified in 23CFR 635.105. Linn County is responsible for insuring that all projects receive adequate supervision and inspection to assure that projects are completed in conformance with approved Plans and Specifications.

Linn County must affirm that all required documentation, as well as the Contract Work and Contract administration, is properly performed. Linn County is also responsible for assuring that payments are accurately charged to the proper sources of funding.

ODOT will assign a Local Agency Liaison (LAL) to work with the PM to insure that Linn County is properly administering its Federal-Aid projects.

The following responsibilities will not be delegated to Linn County by ODOT:

- Approval of increases in Project Authorizations;
- Final acceptance of the Project.

Responsibility for these tasks, within the delegated authority limits, will remain with the ODOT Representative (LAL) assigned to the Project.

C. DELEGATION OF AUTHORITY

The Roadmaster has delegated authority to the County Engineer to manage, design and administer capital improvement projects and road and bridge maintenance projects. This includes projects funded by local, state and federal funds. The County Engineer has delegated some of this authority to Engineering Staff such as the Project Manager and Project Engineer.

The Authorities pertaining to Linn County's Construction Program are summarized in the table below:

Item	County Commissioners	Roadmaster	County Engineer/ Project Manager
Construction Engineering Approval (PAE)	X	X	
CCO's for Authorized Work and minor CCO's, and Contract Time Adjustments	X	X	X
Pre-Construction Conference			X
Claims Under \$125,000	X	X	X
Materials Testing and Quality			X
Progress and Final Payments		X	X
Final Acceptance			X (and ODOT)

PAE = Project Agreement Estimate
 CCO = Contract Change Order

The County Engineer submits a request to ODOT LAL for authorization of an increase or over-run of Project funds.

The County Commissioners have full authorization to approve all Contract Change Orders and claim settlements, with the exception of the ones listed in the table above and the Approval Authority Matrix listed in the LAG Manual . Contract Change Orders are subject to the review and approval of the Linn County Engineer followed by the review and approval of the Roadmaster followed by review and approval of Linn County Legal Counsel prior to submittal to the Board of Commissioners for their approval. Some exceptions to this are provided by agreements of authority provided by the Board of Commissioners to the Roadmaster.

The County Commissioners have authorized the Roadmaster and the CE to approve progress and final payments on Construction Contracts, and to approve all adjustments to Contract Time.

The CE has the authority to accept quality and quantity documentation for each Project, which indicates that the documentation and Materials meet the Contract requirements and established policies and procedures. This includes authorizing non-standard adjustments for non-specification Material or approving acceptance of documentation that does not meet Contract or accepted Agency guidelines.

Linn County does not have the authority to change the scope or intent of the requirements in Sections 00100 through 00199 of the Contract without concurrence from ODOT. Before such changes can be made, the CE must contact the ODOT Local Agency Liaison (LAL). Linn County has a set of approved boiler plate special provisions sections 00100 through 00199.

The PM must obtain approvals for changes to the Contract from the CE where appropriate. In addition to approval, the change may require concurrence by the PE, ODOT, and/or FHWA. When necessary (will follow the LAG Manual, Section C, Chapter 16), the PM shall obtain advance approval by electronic mail, or facsimile, before authorizing the Work to commence.

In emergency situations, the PM may take whatever action is necessary to protect the public and the transportation facility and may obtain formal approval after the emergency Work has started. This only applies to emergency situations and the PM must obtain proper approvals soon thereafter. The CE and or Roadmaster or designated staff are available by cell phone 7 days a week, 24 hours a day for response to emergency situations. Also see section 2, subsection d.5 in this document.

For authority delegated to ODOT, see Section A, Chapter 2, Appendix 1 of the LAG Manual.

D. DISPUTE RESOLUTION

Linn County will follow Section 00199 of the current version of the Oregon Standard Specifications and the approved Linn County Section 00199 Boiler Plate Special Provisions.

E. RELATIONS WITH PUBLIC OR OTHER AGENCIES

The Project Manager (PM) must:

- Provide information about construction Contract Work to inform the travelling public and media. This is done through the Linn County Road Departments website, contract requirements of the traffic plan, and local news agency;
- Assure that the permit provisions of the Motor Carrier Services Unit and other agencies are not violated. This is done through Linn County Road Departments Restricted Bridge and Road permitting program which is coordinated with ODOT;
- Address concerns of the travelling public, adjacent businesses and owners, and other agencies are addressed. This is done through the Road Departments Administrative Services Office. Any concerns and complaints regarding a project are forwarded to the County Engineer or Project Manager to address and respond to;
- Assure that the Contractor accommodates emergency services. This is a requirement provided in the contract specifications;

- Provide Project information to the appropriate Mobility Coordinator. This is done by posting road closures and detours on the Linn County Website and also informing the Linn County Road Department Administrative Services Office who coordinates this.

Media and Traveling Public

The PM will provide Project information to the local media so that local residents are made aware of the Project scope, schedule, and impacts to traffic. Road closure information will be put on the Linn County website at: <http://www.co.linn.or.us/Roads/Roadreports>. The information will be updated regularly as needed. Linn County may also install advanced posting of road closures on the road per contract specifications, and news releases when appropriate. Letters to local landowners may also be used.

The PM will record significant events, happenings, or communications in on the General Daily Progress Report or in a Project diary.

Permits

The PM and involved project personnel will be aware of the requirements of permits that have been issued for the project. They will assure that the Contractor is aware of the permit requirements to avoid violations. These permits will be distributed to the Contractor at the Preconstruction Conference. It is a contract requirement for all Linn County projects that a set of permit and associated plans will be available at the construction site. It is also a contract requirement that the construction supervisor will be shown all environmentally sensitive and culturally sensitive areas that are to be avoided during construction prior to starting construction.

The ODOT Region Environmental Coordinator (REC) will be a resource for the PM pertaining to environmental issues as necessary. The REC will be requested through the LAL by the PM.

Emergency Vehicles

The PM will assure that the Contractor or others notify the affected emergency services of any closures that may affect the emergency services. For normal Contract activities, the Contractor must allow emergency vehicles to access or pass through the work area or detours without delay. This is a Contract specification requirement.

Horizontal/Vertical Clearance Restrictions

If a Project cannot prevent movement of oversize vehicles through the Project the PM must coordinate with the Freight Mobility Coordinator. The PM will notify the Motor Carrier Services Section 28 Calendar Days prior to when any vertical or horizontal restrictions are put in place to allow them to notify and prohibit oversize vehicles through the Project. If applicable, this is a Contract specification requirement. For Linn County Roads this is coordinated through Linn County Road Department Administrative Services.

Right of Way/Permit of Entry

The PM will be aware of and inform the Contractor, as appropriate, about Right of Way limits and use of adjacent property. The Contractor must not enter adjacent property without proper permission.

If Project activities require the acquisition of or entry onto adjacent property, the PM will take action to either secure a permanent or temporary construction easement, or acquire the

necessary property before allowing the Contractor access to the property. This activity is required by Linn County to be completed as a condition of Final Plan Specifications & Estimates (PS&E) requirements. This is necessary to ensure compliance with applicable environmental requirements.

F. CONSTRUCTION AUTHORIZATION

Linn County will receive PS&E approval from ODOT prior to construction authorization. Linn County has developed a Construction and Contract Administration Procedures Checklist for Federal Aid Projects, located in the Appendix, to aid in the process of construction authorization. Linn County will also follow Chapter 5 of the ODOT Construction Manual and the following guidelines:

F1. ADVERTISE, BID AND AWARD

The PM is responsible for preparing the advertisement to bid which is subject to the review and approval of the CE, Roadmaster, Legal Council and the County Commissioners. The County Commissioners will provide final approval of the request to advertise. The advertisement will be published in the *Daily Journal of Commerce* and the *Albany Democrat Herald*.

The PM will prepare the ODOT Certified Local Agency Project Development Advertising, Bid & Award Checklist, located in the ODOT Local Agency Guidelines Manual, Section C, Chapter 15, and retain in the Project files. The CE provides review of this document.

The PM will follow the ODOT Local Agency Guidelines Manual, Section C, Chapter 15, Local Agency Advertising, Bid & Award, the Linn County Advertise, Bid and Award Procedures Checklist for Federal Aid Projects, located in the Appendix, and the following guidelines:

F1-a. EXAMINATION OF PROJECT SITE OR DATA BY BIDDERS

The PM will do at least the following to fulfill the County's obligations during the advertisement and bidding phase of each Project:

- Review the Project Plans, Special Provisions, and relevant Project data to become familiar with specific Project requirements and situations. If the PM discovers defects, conflicts, omissions, or discrepancies, he/she should involve the Project Designer, Professional of Record (PE), and/or the CE to address the issues. The PM is the subject matter expert for constructability issues.
- Assure that the Contract Specifications reflect the requirements of the environmental permits. The PM will contact the PE and/or CE to address the issue and may contact the LAL or REC if appropriate. The PM is responsible for resolution of conflicts, omissions or discrepancies between the Project documents.
- Prepare the Project for examination by Bidders. Assure that the Project site is plainly marked or that the Project site can be identified by prospective Bidders and other parties. The centerline or other appropriate designation, beginning and end of Project, Material sources and other important features must be identified. If the Project cannot be examined safely from the roadway provide appropriate access to the Project site.

The PM must allow prospective Bidders to review the data used in or developed during the Project development stage, including subsurface or geologic reports. The PM is required to provide all Bidders equal opportunity to review the data. The PM will coordinate the response to all Bidders for the Agency.

If the PM can appropriately respond to Bidders questions, the PM shall respond with the information to all Bidders. Do not discuss possible or probable changes unless the changes have been formalized by issuance of an Addendum. If the appropriate response to a Bidders question conflicts with the Bid documents, assure that an Addendum is issued.

The PM will maintain and record in a Project diary all conversations with or visits from prospective Bidders, details of any Project information that was examined, and all appropriate discussions or comments between the prospective Bidder and the PM or the PM's designated representative.

F1-b. EVALUATION OF UNBALANCED BIDS

The PM will use the following guidelines when evaluating Bids to identify materially unbalanced Bids:

- After Bid Opening, evaluate all bid item prices, as submitted by the Bidders, for unreasonable deviations from the Engineer's Estimate. The Agency reserves the right to review all Bids for material unbalancing regardless of the deviation from the Engineer's Estimate.
- If bid item prices deviate more than a reasonable amount from the Engineer's Estimate, the PM will request the PE or Designer to re-check the bid item quantities.
- The PM will follow the LAG Manual regarding evaluation of bids.
- The bid evaluation will be kept confidential to Linn County

After evaluation, the PM will make a recommendation to the County Engineer regarding the presence or absence of a materially unbalanced Bid. This recommendation and other relevant factors will be considered by the CE to determine the proper action, consistent with public interest, to take regarding the Bids received. A Bid found to be mathematically unbalanced to some degree, but not found to be materially unbalanced may still be awarded to the low Bidder.

The PM should consider either redesigning or deleting portions of Work containing unbalanced bid items so as not to do the overpriced Work. Consider other alternatives, wherever possible, to avoid conflict with the public policy on competitive bidding.

F1-c. AWARD AND EXECUTION OF CONTRACT

The Linn County Commissioners are responsible for Awarding Contracts with the written recommendation of the County Engineer and Roadmaster. Legal Council reviews all contracts prior to recommendation of award for approval by the Linn County Commissioners.

F1-c-1. Bid Review and Price Analysis

Immediately after the Bid Opening the PM will review the Bids for responsiveness and responsibility of the low Bidder.

The PM will provide a cost analysis review to determine if the Bid price is the best value to the public, identify any unbalancing by the Bidder, and to identify any issues that may cause the procurement to be considered flawed.

The completed cost analysis review is reviewed for approval by the CE. The CE will provide a written Notice of Intent to Award to the Contractor and post on the Agency's website at: [http://www.co.linn.or.us/Roads/roads.asp/contracts/construction contracts/project name](http://www.co.linn.or.us/Roads/roads.asp/contracts/construction%20contracts/project%20name).

F1.c-2 Contract Award

The CE will send a request to Award the Contract via the Roadmaster to the Linn County Commissioners. Once the Commissioners have approved the Award, the PM will notify the successful Bidder of the Award and sends the Contract booklets and requirements for bonds, certificates, registration and insurance to the successful Bidder. Prior to execution of the Contract, the PM will ensure that the Contractor has furnished the following properly executed documents:

- Performance and Payment Bonds;
- Copy of a Public Works Bond filed with the Construction Contract Board (CCB);
- Coating System Warranty Bond – If a coating system warranty is required;
- Certificates of Insurance, and
- Certificates of Workers' Compensation Coverage;

Within seven Calendar Days after the properly executed Contract documents have been received, from the successful Bidder, Linn County will execute the Contract. A fully-executed, original Contract booklet is sent to the successful Bidder, who then officially becomes the Contractor.

F1.c-3 Notice to Proceed

Within five Calendar Days after the Contract is executed, the PM will issue a written Notice to Proceed to the Contractor and post on the Agency's website at:
[http://www.co.linn.or.us/Roads/roads.asp/contracts/construction contracts/project name](http://www.co.linn.or.us/Roads/roads.asp/contracts/construction%20contracts/project%20name).

F2. CONSTRUCTION CONTRACT ADMINISTRATION

The PM will follow the ODOT Local Agency Guidelines Manual, Section C, Chapter 16, the Linn County Contract and Construction Administration Procedures for Federal Aid Projects, located in the Appendix, and the following guidelines:

F2.a. RESPONSIBILITY OF COUNTY ENGINEER FOR CONSTRUCTION CONTRACTS

F2.a-1 General Responsibilities

The responsibilities of the County Engineer, regarding construction Contracts, include:

- Assign the personnel necessary to assure proper Contract administration and construction engineering;
- Review and make recommendations for approval for project increases and request for increases in project authorizations to the Roadmaster and County Commissioners for approval if justified;
- Review and approve, if within authority, or make recommendations to regarding Contract Change Orders, adjustments to Contract Time, claim settlements, and other construction matters;
- Assure that the Work performed on, and the Materials incorporated into each Project comply with Contract requirements and are documented in accordance with Linn County's established policies and procedures, including those described in this plan;
- Assure that all Contract requirements, including workforce and small business equity programs and others, are properly fulfilled on all affected Contracts;

- Arrange for needed Project reviews and inspections to assure that the Project is constructed according to Contract requirements and achieves its intended purpose;
- Provide public information about construction Projects to the media, interested citizens, property owners, and other governmental agencies; and
- Assure that personnel receive the training needed to accomplish their duties.

F2.b. RESPONSIBILITY OF PROJECT MANAGER FOR CONSTRUCTION CONTRACTS

F2.b-1 General Responsibilities

The PM's duties regarding construction Contracts include:

- Develop and supervise an efficient and effective organization, including the PM's staff and all other members of the Agency's Project team as needed, to help ensure that each Project is constructed in accordance with the Plans and Specifications.
- Assure that Contract administration is performed according to established Linn County Policies and Procedures, including those described in this document.
- Assure that all Work and Materials used on the Project, and applicable Project documentation conform to Contract requirements and established Linn County Policies and practices. The PM must obtain the approval of the County Engineer (CE) for all price adjustments or for documentation that does not meet the Contract or accepted guidelines, including those described in this manual.
- For Projects assigned to the PM, assure that all Contract requirements are fulfilled including, but not limited to, the following:
 - Projects will be managed within the current approved Construction Authorization, or an approved Increase;
 - Contractor payments are made on time;
 - Project records and other documentation are proper and current;
 - Contract Time will be managed in order to benefit the Project and to assure timely completion;
 - Change Orders are processed in a timely manner;
 - Disagreements, disputes and claims are promptly addressed and resolved at the lowest possible administrative level, and
 - Affirmative Action and other requirements are fulfilled on all affected Contracts

The PM does not have authority to change Plans and Specifications. If changes are needed, the PM must obtain proper approval of the County Engineer and/or the Project Engineer.

The PM is responsible, among other things, to assure that:

- The Work is constructed in accordance with the Contract, Plans and Specifications;
- The Contract is administered in a proper and fair manner;
- The Contractor is paid for all Contract items that are satisfactorily completed in accordance with the Contract;
- The Work is adequately inspected; and
- The Work is properly documented.

The PM is responsible to ensure proper administration of the Contract and may delegate such authority they deem necessary for the performance of the Work. All of the Agency's representatives associated with the Project are responsible to work through the PM.

F2.b-2 Working Relationship with the Contractor

The PM is the Agency's single point of contact with the Contractor in all aspects of administrating the Contract. The Contractor's Superintendent will be the single point of contact with the PM.

It is imperative that the Contractor and PM maintain effective communications. Communication may be both written and verbal, and it is important that the appropriate parties be involved in the communication. Send copies of communication to the Contractor's home office and all of the Agency's representatives associated with the Project.

On critical Project issues, written communication occurs only between the PM and the Contractor's Superintendent.

The PM will enter verbal agreements or directions, confirmed in writing, into the Project diary or General Daily Progress Report.

The PM is responsible for requiring the Contractor to correct methods that are unsafe or detrimental, or to correct Work that does not fulfill Contract requirements.

F2.b-3 Inspection

The PM will assign one or more individuals to perform inspection or other Work on the Project.

The Inspector is expected to act proactively and assure that the Contractor's Superintendent is familiar with the Contract requirements before the affected Work is started.

The Inspector is responsible to keep the PM informed of both the progress of the Work and any known or anticipated problems.

If the Inspector is unable to resolve issues with the Contractor, or if changes are required, the Inspector must obtain prior approval from the PM for any changes to the Work. In addition, the PM may need to obtain proper approval for such changes from the PE. All changes to the Contract must be made in writing.

(a) Inspection Quality Assurance Program

All Inspectors working on Federal Aid Projects are required to obtain ODOT Inspector Certification(s) for the appropriate type(s) of construction activities.

F2.b-4 Ensuring Contractor Compliance

If the Contractor fails to perform its work according to the terms of the Contract, the PM may take actions as appropriate. Any of these actions will require the PM to include Notice to the Contractor's Surety.

Since the Contractor is also responsible for all actions or inactions of its Subcontractors, the PM will take action against the Contractor if a Subcontractor failed to perform according to the terms of the Contract.

The PM should be proactive in identifying and resolving problems before they occur. The PM also should communicate expectations about Contract requirements to minimize problems and misunderstandings.

F2.c. BEFORE ON-SITE WORK CAN BEGIN

The PM will ensure that on-site Work does not begin until the following have been approved:

- Received Notice to Proceed;
- Filed the required public works bond with the Construction Contractors Board (CCB3. An accepted Project Work schedule;
- An approved Traffic Control Plan;
- An approved Pollution Control Plan;
- An approved Erosion and Sediment Control Plan;
- An approved Construction Schedule
- Met with the Agency at the required preconstruction conference; and
- Assembled all Materials, Equipment, and labor on the Project Site (or has reasonably assured that they will arrive on the Project Site) so the Work can proceed according to the Project Work schedule.

As required by the Contract, the PM may request that the Contractor submit other information before on-site Work begins.

F2.c-1 Pre-Construction Conference (Pre-Con)

The Contractor shall meet with the PM and ODOT personnel for a Pre-Con before any Work is performed and within 30 Calendar Days of the Notice to Proceed.

Once the PM, ODOT, and the Contractor have established a date for the Pre-Con, the PM will send a Pre-Con letter and agenda to the Contractor and to the ODOT LAL and Office of Civil Rights describing the items to be discussed at the upcoming Pre-Con meeting.

The PM will prepare an agenda for the Pre-Con and distribute to each attendee. The PM will take notes during the meeting, as well as provide a written summary to the attendees of the meeting detailing pertinent points, agreements, and assignments given to personnel.

F2.c-2 Tourist-Oriented Directional (TOD) and Business Logo Signs

The Contractor is required to submit one copy of a sketch map of the Project showing all existing tourist-oriented directional (TOD) and business logo signs as well as a written narrative describing how these signs will be kept in service and protected throughout all the construction phases.

If no TOD or business logo signs reside within the Project limits, the Contractor will submit one copy of the narrative stating that there are “no existing TOD or business logo signs within the Project limits”.

F2.c-3 Project Work Schedule

The Contract requires that the Contractor prepare and submit its Project Work schedule to the PM for review 10 Calendar Days prior to the Pre-Con. The Contractor will discuss the project Work Schedule at the Pre-Con.

F2.c-4 Traffic Control Plan (TCP)

The Contractor must submit a written TCP showing all Traffic Control Measures (TCM) and quantities of Traffic Control Devices (TCD) for approval five days prior to the Pre-Con.

If the Contractor does not use the Agency TCP, it must provide stamped working drawings. The PM must approve any proposed changes to the TCP. If the TCP does not provide the desired results, the Contractor must propose changes to the TCP to adequately handle traffic. All changes must be submitted in writing and approved by the PM.

F2.c-5 Erosion and Sediment Control Plan (ESCP)

The required Erosion and Sediment Control Plan (ESCP) establishes the minimum requirements for all Project construction sites and conditions on Agency-controlled lands. The Contractor must submit an ESCP to the PM no less than 10 Calendar Days prior to the Pre-Con.

An Agency-developed ESCP is typically furnished as part of the Contract Plan set, which helps fulfill part of the ESCP requirements of the permit. This initial ESCP, when adopted by the Contractor, may be used as the basis of the construction ESCP.

A Contractor-developed "construction" ESCP incorporating the Agency's ESCP and all proposed modifications to it that fully comply with the NPDES Storm Water Discharge Permit. The PM must approve the ESCP before the Contractor may commence any site activities that have potential to cause erosion or sediment movement.

The Contractor must keep a copy of the approved ESCP with any updated changes on-site during all construction activities.

If the ESCP is not providing the desired results, the Contractor is responsible for making needed changes to the ESCP to adequately control erosion and sedimentation.

F2.c-6 Pollution Control Plan (PCP)

The Contractor must prepare and submit a PCP relevant to its operations for Agency approval 10 Calendar Days before the Pre-Con. The PM will review and approve the PCP before the Contractor may commence Work and will provide a copy to the ODOT LAL.

If the PCP is not achieving the desired results, or it no longer accommodates actual or planned situations at the Project Site, the Contractor must modify its PCP to adequately prevent pollution.

F2.c-7 Migratory Bird Treaty Act

Bird management activities will comply with the Migratory Bird Treaty Act (16 U.S.C. 703-712) and will be performed by ODOT on behalf of the Contractor. The PM will contact the ODOT Regional Environmental Coordinator (REC) via the LAL to coordinate this Work.

F2.d. PROJECT RECORDS

The Project Manager (PM) will develop or receive documents and records that are needed to justify that the Work has been completed according to Contract requirements and that payment has been properly made. "Project Records" is defined as follows:

All information in any way relating to the Project or performance of the Contract, including but not limited to all:

- Financial and accounting records and information.
- Correspondence – including internal communications, emails, field notes, file notes, diary entries, communications with Agency, Subcontractors and authorities.
- Notices, orders, permits, and opinions.
- Survey data – including survey drawings, reports, maps, original computations and other data.
- Materials testing records and Materials certifications.
- Work products.
- All other documents and information whether generated by, for, or received by the Agency in the performance of the Contract, and whether any of such records are:
 - Paper-based.
 - In the form of electronic data.
 - In electronic/digital format capable of being reduced to paper-based or electronic/digital format,
 - Visual reproductions such as photos or videotape.

The Project Records will be maintained in such a manner that anyone can review the documentation and clearly understand how the Project progressed, what Materials were incorporated into the Project, and how much Work was performed on the Project. The Project Records will be kept at the Linn County Road Department office.

F2.d-1 Organization of Project Records

For each Project, the PM and the Project staff will produce binders or notebooks that are divided by bid item or Pay Item. As the appropriate quality documentation is received, the information will be entered into the Test Summaries and the documents will be placed in the quality notebook.

As the quantity documentation is received, the PM will check the calculations, enter the payment information into the Monthly Payment Estimate, and place the documents in the quantity notebooks.

F2.d-2 Public Records and Disclosure

Linn County will follow Chapter 12, Section 12-2 of the ODOT Construction Manual.

F2.d-3 Retention of Project Records

The PM is responsible for storage of the Project documentation at the completion of a Project.

The submitted quality, quantity, and labor compliance documentation is combined with all other Project Records and will be archived for the applicable retention period. The records retention period 20 years. Bridge Project documentation retention period of for the life of the structure.

F2.e. DAILY REPORTS

F2.e-1 General Daily Progress Report

The Project Manager (PM) is responsible for ensuring Project Records are kept, and that they are accurate and adequate records of the progress of the Project. The PM will record daily activities on the ODOT form 734-3474.

F2.e-2 Traffic Control Inspection Report

If required by Subsection 00225.60, the Contractor's Superintendent or designee will perform and record the daily traffic control inspection, monitoring, and reporting on the ODOT form 734-2474. If the TCS is not on the jobsite and no payment is made under the TCS Pay Item for that day (or if the Project does not have a TCS Pay Item) the Contractor is responsible for preparing and submitting this report to the PM.

The PM will review the Traffic Control Inspection Reports to ensure that traffic control is properly performed and maintained. All problems that are identified must be immediately resolved by the Contractor.

F2.e-3 Erosion Control Monitoring (NPDES Reports)

The Department of Environmental Quality requires that construction activities, under the authority or jurisdiction of a public agency, comply with the National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit. The PM will provide the Contractor with a copy of the Agency's NPDES permit.

Although the NPDES permit is issued to the public agency, it is incorporated into the Contract and the Contractor must comply with the terms of the permit. The permit requires the Contractor to implement and maintain erosion and sediment control measures for storm water discharge. The permit also requires site inspections and monitoring reports be prepared for active Projects.

The Contractor is required in 00280.62 to perform and document site inspections. Completed ODOT Erosion Control Monitoring form 734-2361 must be submitted to the PM.

During active construction, the Contractor must keep the ESCP at the construction site.

F2.e-4 Turbidity Monitoring and Reporting

The ODOT Technical Bulletin GE09-03(B) defines the turbidity monitoring requirements included in the Contract to comply with the Clean Water Act (CWA) Section 401 Water Quality Certification.

This requirement will only apply to Projects with an Army Corps of Engineers CWA Section 404 permit/and or Department of State Lands (DSL) Removal/Fill permits. Turbidity monitoring and reporting is required for Projects with active "in-water" work when there is a potential for sediment discharge, and for Projects involving wetlands. The specific monitoring and reporting

requirements will be defined in the Project Special Provisions and the Project-specific permits. The PM will provide the Contractor with a copy of the applicable permit(s).

The PM must ensure that all required monitoring and reporting is done by the Contractor per the permit requirements. The Contractor will perform the turbidity monitoring and document the results on the Turbidity Monitoring Report, ODOT form 734-2755 unless otherwise specified in the Project-specific permit(s).

The Turbidity Monitoring Reports must be kept on the Project Site and be available for inspection at all times. Failure to monitor and present the monitoring reports when requested by the appropriate agencies constitutes a violation of the 404-Permit and/or 1200-CA permit. This may result in enforcement action against the Contractor which may include civil penalties for each day of violation.

F2.e-5 Accident Investigation and Reporting

The PM will immediately notify the County Engineer, Roadmaster and Linn County Sheriff for any accident that occurs on a project site and will fill out a Linn County Accident Report per Linn County Policy. The report will be submitted to the Roadmaster

F2.f. QUALITY

The Contract documents specify the minimum requirements for the quality of Materials and Work to be furnished or performed under the Contract. The PM will assure that the Materials incorporated and Work performed by the Contractor is in close conformance with Contract requirements.

The PM will continually observe to verify that necessary inspection, sampling, testing, and measurements are performed and that inspection reports, test results, calculations and other conformance documents are prepared promptly and verified by a second person.

The PM will not allow the Contractor to incorporate Materials into the Project without acceptable conformance documents. This condition may be temporarily waived only if the Material must be installed for immediate traffic safety, but no payment will be made for the value of the Materials, or the costs of incorporating them, until acceptable conformance documentation is received and/or testing is performed.

The PM will also assure that the Contractor is aware of quality documentation required to be submitted or sampling and testing that must be performed by preparing and providing the Contractor with a Quality and Quantity Guide. This guide will be provided at the Pre-Con.

There are two types of Material quality documentation; non-field tested and field-tested. The PM will assure that the Test Summary sheet(s), form 734-1902A or B, are completed for each Pay Item, before Work starts, to determine what type of documentation is needed prior to receipt, placement, and payment of Materials needed for the Project.

The PM will record the quality documentation on the Test Summary sheets as the Work progresses to assure that the Material complies with quality requirements.

The PM will assure that all Project documentation is continuously and currently maintained throughout the life of the Project.

F2.f-1 Nonfield-Testing Materials

The PM will accept nonfield-tested Materials according to the individual Materials Specifications or to the current issue of the Nonfield-Tested Materials Acceptance Guide (NTMAG). This document is to be used as a guide for documentation required for acceptance of Materials on ODOT construction Projects, but its use does not relieve the user from following the requirements specified in the Project documents. New Materials or Materials which are infrequently used may not be listed in the NTMAG. The NTMAG does not have precedence over the Special Provisions, Contract Plans, or Standard Specifications.

The PM may accept relatively small quantities of some nonfield-tested Materials without normal sampling and testing, as long as other documentation is furnished as defined in the guidelines for acceptance under the small quantity method shown in the NTMAG.

The PM will record documentation for non-field tested Materials on the Test Summary A, form 734-1902A.

F2.f-2 Field-Tested Materials

Under Linn County's Quality Assurance Plan, Section G of this document, the Contractor performs all sampling and field testing of Materials. The Agency will perform monitoring, verification testing, and independent assurance testing to verify the quality of Materials represented by the Contractor's tests. Refer to the Linn County Quality Assurance Plan for responsibility requirements.

The Quality Control Compliance Specialist (QCCS) will recommend and the PM will accept field-tested Materials according to the Field Tested Materials Acceptance Guide (MFTP) included in the most current version of the ODOT Manual of Field Test Procedures, or according to the individual Specifications for the Material.

Linn County will Contract out services for Independent Assurance and Verification testing requirements indicated by the "Region Quality Assurance" column in the MFTP. The testing requirements listed in the "Materials Lab" column will be done by ODOT Materials Lab, or a prequalified Independent Material Lab.

The PM may accept relatively small quantities of some field-tested Materials without normal sampling and testing, as defined in the Field Tested Materials Small Quantity Guideline found in the MFTP.

The PM will ensure that documentation is recorded for field-tested Materials on either the Test Summary B or B-QA forms 734-1902B and/or 734-1902B-QA.

F2.f-3 Review Procedures for Quality Documentation

(a) Review by the Project Manager

The PM will review all Project quality records to assure that the required documentation has been received and that the Material either meets Contract requirements, or that price adjustments have been appropriately assessed.

If the Contractor requests the Agency release the retainage of a Subcontractor, once all Work under the subcontract has been completed, the PM must review the quality, quantity, and labor compliance documentation related to that Work.

Steps in the documentation review by the PM process include:

1. Verify all required quality documentation is recorded and incorporated quantities are updated on the Test Summary A, B and B-QA sheets.
2. Ensure quality documents related to multiple Bid items are correctly cross-referenced on the Test Summary sheets.
3. Check all Contract Change Orders (CCO's) and the Special Provisions for any changes to the testing and acceptance documentation. If a CCO modifies testing or acceptance requirements, include a copy of that CCO with the documentation and enter it on the Test Summary sheet. If a CCO adds new line items, add them to the Test Summary sheets.
4. For all Pay Items and quality price adjustments, review all field and non-field testing documentation requirements.
5. The person entering the data should sign and date the Test Summary sheets. The PM's quality documentation process should include a second-person review and check of the data entry.
6. List all quality-related price adjustments, including bonuses and quality related CCO's, on the Final Materials Certification form 734-1979. Only quality-related adjustments are listed on the Final Materials Certification.
7. Update the Foreign Steel Summary, form 734-1968. Using the information shown on the Certificate of Materials Origin forms submitted by the Contractor for all steel or iron Materials, list all Materials of foreign or unknown origin on the Foreign Steel Summary. Attach copies of the CMO's for foreign steel to the Foreign Steel Summary.

(b) Review by the Region Assurance Specialist (RAS)

As requested by the PM, an ODOT RAS will periodically review Project documentation throughout the life of the Project and at the completion of the Project.

F2.g. QUALITY PRICE ADJUSTMENTS

If the Material furnished or the Work performed are not in close conformance, the PM may order the Materials or Work to be removed and replaced or may allow the Materials or Work to remain in place at a reduction in payment.

To assess an adjustment and modify the Pay Item price, the PM will need to issue a Change Order.

F2.g-2 Price Adjustments

If the Contractor has supplied Materials that are not in close conformance with Contract requirements but are suitable for the intended purpose, the PM must assess a price adjustment if the Materials are to remain in place. Obtain concurrence of the PE and CE for the Work and others in determining if the Material or Work is suitable for the use intended.

Linn County will follow applicable items in Chapter 12C of the ODOT Construction Manual.

F2.h. QUANTITIES

F2.h-1 Quantity Documentation

The written evidence to support progress payments, and eventually final payment, consists of “source documents” with appropriate signed and dated calculation sheets showing the quantities of Work completed or accepted. For progress payments on lump sum items, a signed and dated source document must verify the amount of Work completed and correspond to an appropriate lump sum breakdown, or schedule, approved by the PM and generally submitted by the Contractor.

(a) Source Documents

“Source documents” are the field notes, calculations, receipts, invoices, and reports used to determine project pay quantities. Acceptable source documents generally do not exceed a single pay period.

1. Project Identification - There must be sufficient identification on each document to clearly identify on which Project the Work was done. If the document is large enough, both the Project name and Contract number should appear on each document, including those documents prepared by the Contractor, Supplier, or manufacturer.
2. Pay Item Identification - Project Pay Item number(s) and, if appropriate, the item name. The source document must also indicate the proper Participation Indicator (sub-job) to which the Work is to be charged if more than one Participation Indicator could be used for that Pay Item.
3. Validation - Verifying statement that the item was actually installed, performed, re-measured, furnished, completed, received, or accepted.
4. Specific Location of Installation - Project station(s) and, when appropriate to clarify or explain measurements, a sketch of the installation to show measurements or as-constructed details. Include additional information, such as Bridge number or stream, intersection, street, or road names (if applicable).
5. Date(s) - Date(s) the source document was prepared, validated, checked, and, (when appropriate) the date(s) of the Work.
6. Signatures - Signatures for each person that prepared, validated, and checked the document. If the checker finds an error in the original information, the checker should have the original preparer review and confirm the correction. A signature is a person’s name written the way that they normally write it. Initials are not acceptable unless the person’s signature also appears on or is attached to the document. Source documents shall show the signature of the person making the entries and the names of other members of the crew involved in obtaining the information on the note. Payments should not be posted until the document has been checked by a second person.

Prepare the source document at the time and place of delivery, performance, installation, or measurement of the Pay Item. Line out, rather than erase, incorrect entries on a source document. Validate alteration of data by date and signature. If one person makes all of the changes and the affected documents are bound, a single validation statement is sufficient. The source document does not necessarily need to be on letter size paper or on pre-printed forms, but it must include all required information.

Source documents will be prepared in a clear and concise manner. An installation sheet, ODOT form 734-2605, a letter size paper, or pre-printed forms may be used, but it must include all required information.

(b) Record Keeping

The PM must assure that the procedures include the following activities:

- Review Plan quantities to verify their accuracy.
- Establish quantity documentation methods for progress and final payments.
- Organize a user-friendly system for records.
- Use proper validation of source documents.
- Use accurate, easy to follow measurement and calculation methods.
- Assure that each pay quantity is properly charged to the right Participation Indicator (sub-job).
- Have a second person check all formulas and calculations.
- Prepare a summary sheet of pay quantities.
- Assemble documents for final records submittal.

It is important to remember that Section 00190.00 of the Contract specifically states that the Engineer will measure or determine all pay quantities unless otherwise specified. The PM is responsible for measurement and quantity determinations for all Pay Items.

Section 00190.00 of the Contract specifically states that the Engineer will measure or determine all pay quantities unless otherwise specified. The PM is responsible for measurement and quantity determinations for all Pay Items. Contractors and Subcontractors are not allowed to document or establish pay quantities. The PM may use some information that is developed by the Contractor or Subcontractor to determine pay quantities, but must perform some sort of validation of the Contractor or Subcontractor's information.

Each Pay Item must have documentation to support each monthly payment. Do not make any payment without the proper quantity calculations and required quality documents.

F2.h-2 Measurement

Linn County will follow Chapter 12D, Section 12D-2 of the ODOT Construction Manual.

F2.h-3 Review Process for Quantity Documentation

Linn County will follow Chapter 12D, Section 12D-3 of the ODOT Construction Manual and Section C, Chapter 16 of the LAG Manual.

F2.i. ADJUSTMENTS TO LUMP SUM AND OTHER ITEMS

Linn County will follow Chapter 12E of the ODOT Construction Manual.

F2.j. MATERIALS STORED OR ON HAND

Linn County will follow Chapter 12F of the ODOT Construction Manual.

F2.k. EXTRA WORK PERFORMED ON FORCE ACCOUNT BASIS

Linn County will follow Chapter 12G of the ODOT Construction Manual.

F2.l. AS CONSTRUCTED PLANS

After making all corrections and additions, stamp every sheet (either "Revised" or "Not Revised" as applicable). The PM will provide his/her clearly printed name, signature, and date on each sheet, even if the sheet is not revised.

For bridge Projects, the PM will submit a set of as-constructed bridge plans to the ODOT Bridge Section.

F2.m. CONTRACT TIME

Linn County will follow Chapter 13 of the ODOT Construction Manual and Section C, Chapter 16 of the LAG Manual.

F2.n. SUBCONTRACTS

Linn County will follow Chapter 14 of the ODOT Construction Manual and Section C, Chapter 16 of the LAG Manual.

F2.o. CHANGE ORDERS/FORCE ACCOUNT/WORK BY PUBLIC FORCES

Linn County will follow Chapter 15 of the ODOT Construction Manual and Section C, Chapter 16 of the LAG Manual.

F2.p. WORKING DRAWINGS AND SUBMITTALS

Subsection 00150.35 of the Standard Specifications requires the Contractor to submit Working Drawings to the Engineer for review. Other sections of the Contract require the Contractor to submit Equipment lists, drawings, or other submittals to the PM for review.

Working Drawings and other submittals from Subcontractors and Suppliers shall not be submitted directly to the PM. Required information from Subcontractors and Suppliers must first be provided to the Contractor, who has the responsibility to understand, check and agree with the information, and should so indicate on the transmittal before submitting it to the PM.

The PM will ensure the review is complete, and the Working Drawings and submittals are returned to the Contractor within the timeframes specified in the Contract.

The PM will send the Working Drawings and submittals to the designer or PE responsible for that portion of the Work. The PM will coordinate the submittal(s) with the designer or PE, and ensure they are returned to the Contractor within the allowed timeframes. The PM will keep a log of when all submittals are received and returned to the Contractor.

The PM will review Working Drawings and submittals to assure that the details on them fulfill the intent and terms of the Contract. If the Working Drawings or submittals are so incomplete or inaccurate as to be unacceptable, inform the Contractor of those specific concerns in writing and request that new Working Drawings or submittals be prepared and submitted for review.

When the review of the Working Drawings or submittals is completed and comments are shown on the documents, send a copy, by either US Postal Service or email, to the Contractor, unless otherwise specified in the Contract. The PM and the reviewer shall keep copies of the Working Drawing(s) with comments that are returned to the Contractor; provide one for the Inspector, and one for the Project files.

The PM must assure that inspection of manufactured components is completed. The PM will contact the ODOT Structure Services Unit for coordination and assistance to ensure that required inspections are conducted.

F2.q. SAFETY

The Contractor is responsible for providing a safety program that provides a safe workplace for its workers, other workers on the Project, Agency employees, Agency representatives, and the public. That program must fulfill the requirements of the Contract as well as all applicable laws and regulations concerning safety, health, and sanitation standards. See Contractor safety standard, STD96002 for additional responsibility information. The Contractor may also be held responsible for the safety program and practices of each of its Subcontractors.

The primary responsibility for enforcing safety and health law rests with the Oregon occupational Safety and Health Division (OR-OSHA). Its representatives will inspect work sites if they receive complaints of hazardous conditions.

F2.q.1 Drug Testing Program

Subsection 00170.74 of the Contract and ORS 279C.505(2) require the Contractor to have in place, and maintain throughout the life of each Project, an employee drug testing program. The Contractor will also require its Subcontractors to have an employee drug testing program.

The Project Manager (PM) is not responsible for monitoring the Contractor's drug testing program. However, the Agency may audit, review, or request a copy of the Contractor's drug testing program. If the PM is aware of problems or incidents, they should notify the Contractor or other authorities.

F2.q. 2 Project Safety

The PM oversees Contractor compliance with the Contract requirements. The PM will require the Contractor to complete the Linn County Safety Questionnaire for Contracted Construction Projects and submit to the PM prior to the Pre-Construction Conference. This form will be included in the Pre-Con packet that is sent to the Contractor.

If the PM notes a safety violation, it should be brought to the attention of the Contractor's Superintendent. If the violation is corrected, this event should be noted in the Project diary or on the General Daily Progress Report, and no further action is required.

If the PM detects or is aware of a safety violation that presents an imminent danger, and the Contractor fails to take immediate corrective action, the PM should order that Work be suspended until the hazard is eliminated. Contact the County Engineer or the Linn County Sheriff's Office for advice and guidance. This event should also be noted in the PM's diary or on the General Daily Progress Report.

All employees should be alert for potential danger at all times. Plan ahead so that you do not place yourself in dangerous situations. Look out for your safety, as well as that of other workers

and the public. Everyone at the Project Site must comply with the safety requirements of the Contractor, including requirements for hard hats, safety glasses, etc.

Monitor traffic control, devices, and movement of traffic frequently to detect unsafe conditions or situations. Assure that the Contractor is properly maintaining traffic control and devices. If a deficiency is noted, bring it to the immediate attention of the Contractor. The PM should suspend the Contractor's operations if the Contractor does not correct unsafe conditions in a timely and proper manner.

F2.q.3 Accident Investigation and Reporting

If an accident involving the traveling public or a pedestrian occurs within the limits the PM will follow Section F2.e-5 of this document and the following:

The Inspector and or PM should record all information related to the accident in the General Daily Progress Report and/or the PM's Diary, including:

1. Date, time, and location of accident.
2. Description of vehicles, names of drivers, occupants, or pedestrians (if known).
3. Condition of roadway and traffic at time of accident.
4. Traffic control configuration at time of accident, including description of Contractor Work activities.
5. Location and description of traffic control devices in the vicinity of the accident or that may have contributed to the accident.
6. Any changes that are made to traffic control because of the accident must also be described.

If Agency personnel are at the accident site, they may need to:

1. Assist in providing first aid if properly trained and/or getting medical help, if needed.
2. Assist in arranging for traffic control unless law enforcement officers have taken over traffic control.

In summary, the PM must ensure, when an accident occurs within a construction Project, that:

1. Traffic control is modified or improved, if needed, to improve traffic movement; and
2. Adequate information is recorded to allow the Agency to defend itself, or present information when requested, in legal action. This information is also public information.

F2.r. WORKFORCE AND SMALL BUSINESS EQUITY PROGRAM

Linn County will follow Section C, Chapter 8 of the LAG Manual.

F2.s. LABOR COMPLIANCE

Linn County will follow Chapter 19 of the ODOT Construction Manual and the Linn County Civil Rights Procedures Checklist for Federal Aid Projects, located in the Appendix.

F2.t. CONSTRUCTION SURVEYING/MONUMENTATION

Linn County requires the Contractor to perform the construction survey work. Construction survey work includes the surveying needed to establish locations, lines, and grades necessary for the Contractor to construct the Work required on the Project.

F2.t-1 Construction Surveying By the Contractor

Section 00305 of the Special Provisions will be included in the Contract and will identify the responsibilities of the parties.

F2.t-2 Monumentation and Benchmarks

The Agency may install survey markers, benchmarks, or other monuments to identify centerline or Right of Way boundaries for its projects. The Linn County Surveyor will provide a preconstruction survey to the Contractor at the Pre-Con.

At the completion of the Project, as part of the final Project documentation, the Contractor must submit a post-construction survey to the Linn County Surveyors. If no monuments were disturbed during construction, the Contractor may submit a letter, stamped by a Oregon Registered Land Surveyor, indicating this.

F2.u. PERMITS

Linn County will follow Chapter 21 of the ODOT Construction Manual.

F2.v. SOURCE OF MATERIALS

Linn County will follow Chapter 22 of the ODOT Construction Manual.

F2.w. QUANTITIES OF MATERIALS TO BE PRODUCED

Linn County will follow Chapter 23 of the ODOT Construction Manual.

F2.x. WORK DONE BY UTILITIES AND RAILROADS

Linn County will follow Chapter 24 of the ODOT Construction Manual.

F2.y. PAYMENTS TO CONTRACTOR/RETAINAGE

All Project costs must be charged to the proper County Project Number. The Roadmaster or CE will create a Project Number for each Project.

The Project Manager will:

- Become familiar with conditions pertaining to all Pay Items.
- Verify Project quantities, including Bid quantities and estimated total quantities.
- Organize methods for determining and recording quantities to be paid on progress estimates.
- Assure that the Project cost does not exceed the Construction Authorization.
- Update the corrected estimate quantities each month to verify that the estimated expenditures will not exceed the Construction Authorization or approved increase.

F2.y-1 Monthly Payment Estimates

After Contract Work begins, the PM will submit the payment estimate monthly. The payment estimate period begins the first day of the Month and ends on the last day of the Month.

Prior to the 8th of the month, the PM will review information with the Contractor on amounts to be paid on each progress estimate before submitting the progress estimate for payment.

The PM will review, with the Contractor, the estimated quantities to be paid for all Work performed under the original Contract bid items, Contract Change Orders (CCO's), price adjustments, Materials on Hand (MOH) and Extra Work paid on a Force Account basis.

If the PM and Contractor do not agree on the quantity of Work performed for the payment period, and are unable to resolve the issues prior to the upload date, submit the progress estimate for payment. Continue to work with the Contractor to resolve the disputed quantities of Work. If additional payment for Work is determined, submit the quantities on the next scheduled progress estimate. The PM must determine if late payment interest is due the Contractor for these quantities.

Update the corrected estimate quantities each month to verify that the estimated expenditures will not exceed the Construction Authorization or approved increase.

The PM will submit progress estimates to the Linn County Administrative Office by the end of the second week of the Month.

The Linn County Administrative Office will process the progress estimate and make payment to the Contractor prior to the 30th of the month.

F2.y-2 Withholding Payment

The Agency may withhold payment to the Contractor for the just causes specified in the Contract:

- If the amount due the Contractor is less than \$1,000, unless requested by the Contractor (see 00195.50(a)). The PM must notify the Contractor in writing why no payment will be made.
- If the PM orders payment to be withheld for one of the reasons cited in 00195.50(e). The PM must inform the Contractor of the reason that payment is being withheld, as well as what actions the Contractor must fulfill to allow payment to be made.

F2.y-3 Interest for Late Payments

State law requires that the Agency pay interest to the Contractor when payments are not made within the statutory time requirements. The County Engineer will calculate the amount of interest due the Contractor. Interest for late payments is not eligible for Federal-Aid participation.

F2.y-4 Preparation of the Monthly Payment Estimate

The follow are the steps to process the Monthly Payment Estimate:

1. As the Contractor performs Work, the PM documents the Work and enters the information into the Linn County Monthly Payment Estimate Spreadsheet.

2. The PM prints a copy of the Preliminary Payment Estimate containing payment information for the Work performed through the payment period and provides the information to the Contractor. If both parties concur with the Preliminary Payment Estimate quantities, the PM and CE approve and sign the report.
3. On or before the end of the second week of the Month, the PM submits the approved progress estimate to the Linn County Administrative Office.
4. The Administrative Office requests a check from the Linn County Finance Department
5. Once the check is received, the Administrative Office mails the payment and submits a copy to the PM.

The PM will maintain, in the Project office files, the records necessary to support and justify the quantities and payments made on each progress estimate. Each payment must have all required documentation if subjected to an audit.

(a) Contract Change Orders

The PM enters a separate line, description, unit, unit price, and estimated quantity as shown on the approved CCO.

(b) Adjustment Items

An "Amendment" column is provided in the monthly Payment Estimate. These amendments are for minor adjustments of increase/decrease in bid item quantities. This adjustment eliminates a remaining balance located in the "remaining" column. Positive or negative values may be entered.

(c) Materials on Hand (MOH)

The percentage of the item for MOH for the appropriate pay item will be entered in the Current column.

(d) Extra Work Performed on a Force Account Basis (EWO)

Extra Work or Force Account Work will be paid per the requirements of a CCO Cost justifications for EWO and CCO's will be performed by the CE as referenced in Chapter 15 of the ODOT Construction Manual.

(e) Orders for Force Work (FO)

Extra Work or Force Account Work will be paid per the requirements of a CCO. Orders for Force Work will be documented as required by Chapter 15 of the Construction Manual as required by the current version of the FHWA Contract Administration Core Curriculum Participant's Manual and Reference Guide.

(f) Anticipated Items

These items are determined during the development of the Project. These are potential items of Work performed on the project, not included in the Contract amount or the engineering amount. They are not included as line items in the Monthly Payment Estimates. A CCO is required to be issued prior to receiving reimbursement for an anticipated item. Linn County will get directly reimbursed by ODOT for this Work.

F2.y-5 Retainage/Reduction of Retainage

The Agency has elected to hold retainage of 5% on all projects. The Agency will hold all retainage as cash in an interest bearing account, unless the Contractor elects to provide an alternate form of retainage that has been approved by the Transportation Program Office (TPO) and the Department of Administrative Services (DAS).

The following is the process for reduction of retainage on a Project:

1. Request for reduction of retainage for subcontracted Project Work. When a Subcontractor completes all of its Work on a Project, it may request the Contractor return retainage. The Contractor must request that the Agency release the retainage on the Subcontractor's Work by submitting a completed Request for Release of Retainage for Subcontracted Work, Form 734-2510, to the PM. When the request is received and approved by the PM, the amount retained by the Agency will be calculated at 5% of the value of Contract Work performed to date for original and CCO, less the value of the Work performed by the Subcontractor. The Agency must process the request and reduce retainage within 60 Calendar Days after the end of the progress estimate cycle in which the Contractor certified completion of the Subcontractor's Work in order to avoid paying late payment interest.
2. Until issuance of Second Notification, 5% of the original Contract Amount, or 5% of the actual Contract Amount (excluding Force Account and price adjustments), whichever is less, will be retained. The actual Contract Amount excludes subcontracted amounts in which retainage was previously reduced.

When Second Notification is issued, retainage will be held at the above amount or reduced to the value of the items as determined by the PM, whichever is less.

3. At Third Notification, all remaining retainage will be released to the Contractor within 30 Calendar Days of issuance. If payment has not been made in 30 Calendar Days, late payment interest will accrue on the amount due the Contractor. Both ORS 279C.570 and the DBE Supplemental Required Contract Provisions require the Contractor to promptly pay each of its Subcontractors. After each payment received from the Agency, the Contractor must submit an affidavit certifying payments made to DBE Subcontractors or suppliers. If a Contractor fails, neglects, or refuses to make payment to a Subcontractor furnishing labor or Materials, refer to Chapter 26 of the ODOT Construction Manual.

F2.z. PROMPT PAYMENT/CLAIMS AGAINST CONTRACTOR'S BOND

Linn County will follow Chapter 26 of the ODOT Construction Manual, with the exception that the Contractor's claim will be forwarded to the ODOT LAL.

F2.aa. DISAGREEMENTS, DISPUTES, AND CLAIMS

Linn County will follow Section 00199 of the current version of the Oregon Standard Specifications and the approved Linn County Section 00199 Boiler Plate Special Provisions.

F2.bb. RIGHT OF WAY AND ACCESSES

Before advertising for Bids on a Project, the Agency must either certify that the Right-of-Way is clear or list the property files that it still does not have the right to enter in the Special Provisions.

Do not allow the Contractor to enter upon any property before the Agency has obtained possession of the Right-of-Way.

F2.bb-1 Additional Right of Way

If additional Right-of-Way is needed to construct the Project, the will follow Section C, Chapter 7 of the ODOT LAG Manual.

F2.bb-2 Road Approach, Driveway Construction

The PM must not change the road approaches, driveways, or other accesses shown on the Project Plans without obtaining prior approval. The PM may need to contact the designer, or PE to secure approval for any proposed change.

F2.cc. PROTECTION OF WORK/RESPONSIBILITY FOR DAMAGES

Linn County will follow Chapter 31 of the ODOT Construction Manual.

F2.dd. PROTECTION OF CULTURAL RESOURCES

Linn County will follow Chapter 32 of the ODOT Construction Manual.

F2.ee. MATERIALS LEFT OVER OR PRODUCED FOR A THIRD PARTY

Linn County will follow Chapter 33 of the ODOT Construction Manual.

F2.ff. TERMINATION AND BREACH OF CONTRACT

Linn County will follow Chapter 35 of the ODOT Construction Manual and Section C, Chapter 16 of the LAG Manual.

F3. PROJECT CLOSURE

The PM will prepare the ODOT Certified Local Agency Construction & Contract Administration Checklist, located in the ODOT Local Agency Guidelines Manual, Section C, Chapter 16, and retain in the Project files. A copy will also be sent to the ODOT LAL.

The PM will follow the ODOT Local Agency Guidelines Manual, Section C, Chapter 17, Project Closure, the Linn County Advertise Construction and Contract Administration Procedures for Federal Aid Projects Checklist, located in the Appendix, and the following guidelines:

F3.a. ACCEPTANCE OF PROJECT

Linn County will follow Section C, Chapter 16 of the LAG Manual.

F3.b. FINAL PROJECT DOCUMENTATION

Throughout the life of each Project, the Region Assurance Specialist (RAS) may periodically review Project quality, quantity and labor compliance documentation, upon request by the PM, at the Project Manager's (PM's) office. At the completion of the Project, the PM must compile and submit the Final Material Certification and the Foreign Steel Summary for the final quality and quantities, to the RAS for final review.

The PM must prepare and sign the Labor Compliance Certificate, form 734-1734 and retain in the project files.

F3.c. CONTRACTOR DISAGREEMENT WITH FINAL QUANTITIES OR PAYMENT

If the Contractor believes that the final quantities and payment amounts detailed in the final Contract payment are incorrect, the process specified in Section 00195.95 shall be followed.

If the PM finds that corrections to the final Contract payment are appropriate, the PM must submit a revised payment estimate to the Linn County Administrative Office to issue payment.

If the PM and the Contractor are unable to resolve the disagreement, the Contractor may request that the issue be escalated for review as specified in Section 00199.40.

F3.d. LANDSCAPE ESTABLISHMENT PERIODS

Linn County will follow Chapter 39 of the ODOT Construction Manual.

F3.e. THIRD NOTIFICATION

As referenced in 00150.90(b), the Project Manager (PM) must issue Third Notification when all of the following items have been satisfactorily performed:

- All On-Site construction and other Work required under the Contract is completed, including punch list Work;
- All construction Equipment is removed; and
- All required certifications, warranties, guarantees, bills, forms, and other documents are received from the Contractor.

The PM will record the date of Third Notification on the Notification of Commencement and Completion, form 734-3233 (and include the dates of First and Second Notifications) and distribute as indicated on the form.

Once Third Notification has been issued, final payment will be made to the Contractor.

After issuing Third Notification, if the PM determines that the Contractor still has unfinished or corrective Work to be completed, or still needs to furnish additional documentation, the PM must rescind Third Notification until the needed items are completed. The PM must promptly notify the Contractor that Third Notification is being rescinded, and of the items yet to be completed or submitted. Reissue Third Notification when the needed items are completed.

F3.f. WARRANTIES/GUARANTEES/RESPONSIBILITY FOR MATERIALS AND WORKMANSHIP

The Contractor must provide to the Project Manager (PM), before Third Notification is issued, all manufacturer warranties and guarantees, consistent with those provided as customary trade practice or as required by Contract, for Materials and Equipment installed on the Project. All warranties and guarantees must be originals and state that they are enforceable by the Agency that manages, or is responsible for, the facility. On any State owned structure or facility, the original Warranty will reside with the State.

If a defect is identified, repair work may be covered under the warranty or guarantee. The PM and those responsible for the facility must notify the Contractor and coordinate with those that warranted or guaranteed the Materials or Equipment. If repair work is necessary, the PM will assist in determining and coordinating the repair work.

F3.f-1 Contractor Furnished Warranties

Except for warranty or guarantee periods specified in the Contract or provided as customary trade practice, the Agency does not specifically receive a warranty or guarantee period for general Work.

F3.f-2 Manufacturer Warranties and Guarantees

If the Contract Specifications reference 00170.85(c)(1) the Contractor will be required to furnish signed warranties from the Materials Manufacturer to the PM. In some instances, the Contract Specifications will specifically limit the percentage of the bid item that can be paid until receipt of the warranty paperwork. The warranty period will be specified in the applicable Specification to which the Warranty applies. The warranty date starts on the date the warranted bid item Work is accepted and complete, and the Agency authorizes payment for that Work to the Contractor, unless otherwise stated in the Contract.

G. QUALITY ASSURANCE PLAN

The Quality Assurance Plan defines the responsibilities of the Contractor and Linn County in order to satisfy the needs of administering a successful Project. This Plan is currently used for all Federally Funded construction projects administered by Linn County.

Linn County will follow the traditional QCCS Staffing Method for Quality Acceptance and Quality Assurance as described in Section C, Chapter 6 of the LAG Manual.

The Quality Assurance Plan is made up of three separate programs; Quality Control, Verification, Independent Assurance.

Quality Control (QC):

Quality Control is defined as: All contractor/vendor operational techniques and activities that are performed or conducted to fulfill the contract requirements.

Quality Control is the responsibility of the contractor. The Contractor provides both the sampling and the testing for the material. The contractor's QC Certified Technician must observe and perform testing operations, properly document test results, and sign the documentation. The Quality Control tests performed by the contractor will be used if verified by Linn County's Quality Assurance process. QC is mandatory and denotes the appropriate QC procedures and standard specifications contractors must abide by on all state highway and bridge contracts. The ODOT Manual of Field Test Procedures is used to outline the specific procedures for collecting, inspecting, and testing materials and identifies the testing frequencies for construction projects.

Small quantities of some materials may be accepted when requested by the contractor and approved by the Project Manager without following the normal quality control sampling and testing frequencies (see Section 4(B) of MFTP).

Quality control shall be performed by quality control personnel meeting the qualifications outlined in the MFTP.

Verification:

Verification is defined as: Sampling and testing performed to validate the quality of the product.

Verification is the responsibility of Linn County. Linn County will hire a consultant to perform Verification testing. The verification process includes splitting a Contractor-obtained sample (the same sample used for Independent Assurance) and testing its portion of the split for material compliance. The Contractor independently tests its portion of the split as part of the IA testing. The Agency results are compared against specification requirements of material compliance and validation of the contractor's QC results for payment.

The ODOT Manual of Field Test Procedures is used to outline the specific procedures for collecting, inspecting, and testing materials and identifies the testing frequencies for construction projects.

Verification shall be performed by quality control personnel meeting the qualifications outlined in the MFTP.

Independent Assurance (IA):

Independent Assurance is defined as: Activities that are an unbiased and independent evaluation of all the sampling and testing procedures used in the acceptance program.

Independent Assurance is the responsibility of Linn County. Linn County will hire a consultant to perform IA testing. Independent Assurance personnel will perform the testing by visiting a job site to observe the sampling and testing on site and to also test a split of the sample on site with equipment the IA personnel brought or to take the split to another laboratory for testing. The purpose of the testing is to determine that the contractor-provided testing is accurate. The method of choosing the frequency and quantity of the split samples is outlined in the MFTP.

The ODOT Manual of Field Test Procedures is used to outline the specific procedures for collecting, inspecting, and testing materials and identifies the testing frequencies for construction projects.

Independent Assurance shall be performed by quality control personnel meeting the qualifications outlined in the MFTP.

The Quality Assurance Testing (both Verification and Independent Assurance) will be performed by a Quality Assurance Laboratory designated by the Agency in compliance with 23CRF637.

G.1 ROLES AND RESPONSIBILITIES

(a) Contractor

The contractor's responsibilities are to:

- Provide a list of material sources to be used on the Project;
- Furnish and incorporate materials/products which are of the quality specified;
- Provide ODOT certified technicians and laboratories;
- Perform quality control of all materials/products used on Federal Aid construction projects;
- Sample and test materials using appropriate devices and procedures;
- Sample and provide splits to the Agency upon request, witnessed by an agency representative;
- Perform required tests on contractor's split of IA samples;

- Properly document, sign and deliver test results as required, on ODOT forms; and
- Retain splits of all QC samples until PM determines that the split samples may be discarded. Retain all split portions of IA samples until notified in writing by the PM to discard.

(b) Project Manager (PM)

The Project Manager has the authority and responsibility to enforce the provisions of the contract. The PM's Quality Control Compliance Specialist (QCCS) is involved with the project QA activities and is experienced and certified in all areas of field testing and documentation. The QCCS is required to maintain certification in CAgt, CEBT, CAT 1, CDT and QCT. Certification in CAT II, CCT and CMDT are recommended.

The Project Manager is responsible to ensure that:

- The project meets the requirements specified in the plans and specifications.
- All required tests are performed, documented, and submitted. The PM is also responsible for informing the QCCS of project schedules, current quantities, and anticipated sampling requirements so verification testing can be accomplished.
- The contractor's QC program meets required standards. This is accomplished by performing inspections of contractor's personnel, testing procedures, and testing equipment.
- The contractor is notified in writing within 5 working days of an IA/Verification sample's completion, as to which backup samples may be discarded or that an investigation is in progress. Upon the completion of an investigation inform the contractor, in writing, as to which backup samples may be discarded. Written notification will identify the Lot/Sublots, include the IA test results and if required the resolution of an IA investigation.

G.2 THIRD PARTY RESOLUTION

Third Party Resolution is used when the Agency's Quality Assurance test results conflict with ongoing Quality Control test results and when verification requirements are not met or the conflict cannot be resolved. Third-Party Resolution can be requested by either the Contractor or the Project Manager.

Third Party Resolution testing shall be performed by a Dispute Resolution Laboratory. Linn County will contract out services with an independent laboratory to perform third party and dispute resolutions. This is normally done by testing quality control production backup samples, but may include other resolution techniques or procedures as determined by the Engineer.

The test result(s) of the Dispute Resolution Laboratory performing dispute resolution materials testing for any or all disputed test results will be considered the actual test results and will therefore be used for acceptance of the material.

Prepared by: Daineal Malone, PE, Linn County Project Manager

Approved by: C. R. Knoll, PE, Linn County Engineer

Date:

APPENDIX

- **Advertise, Bid and Award Procedures Checklist for Federal Aid Projects**
- **Construction and Contract Administration Procedures for Federal Aid Projects**
- **Linn County Civil Rights Procedures Checklist for Federal Aid Projects**

ADVERTISE, BID & AWARD PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PM= Project Manager C= Contractor OM= Office Manager DBE= Disadvantaged Business Enterprise
 CE = County Engineer CR = County Roadmaster CC = County Commissioners L= Local Liason OCR=Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
		CE, PM	OM	Advertising
		OM	CE, CR, CC	Select and Schedule Advertisement and Bid Opening Date (After Approval of PS&E and Notice to Proceed)
		PM	OM	Request Approval for Advertisement and Bid Opening Date
		OM	F, PM	Submit Bid Advertisement (3 days prior to proposed bid advertisement date)
		PM	F	Submit Bid Advertisement to newspaper and Daily Journal of Commerce
		PM	F, L	Place Bid Booklet (Contract Specifications and Plans) on County Website
		OM	F, PM	Addendum posted to website (if applicable)
				Retain Advertised Bid Ad for records (Affidavit of Publication)
				- DJC (503) 226-1311
				- ADH (541) 812-6126, Pam Burrignt

Bid Opening

		PM	CE, F	1	Create Contractor bid fill-in form to distribute at Bid opening
		CE	F	2	Open Bids at Commissioner's Public Meeting
		CE, PM	CC	3	Make copies of all bids at the Clerk's office before leaving Courthouse. (originals stay with Clerk except original bonds)
		C	CC	4	Submit First-Tier Subcontractor Disclosure at day of bid opening
		PM	F, OM	5	Distribute copies of Bids and First Tier Subcontractor Disclosure form
		PM, CE		6	Bid Analysis (LAG Sec C chapter 15 pages 25-28)
					- DBE Commitment Certification and Utilization Form, Form 734-2785
					- Subcontractor Solicitation and Utilization Form, Form 734-2721
					- First-Tier Subcontractor Disclosure Form
		PM	F, OCR	7	Fill out and Submit DBE Commitment Certification and Utilization Form, Form 734-2785 (submitted with bid)
		PM	F, L	8	Create Bid Tabulation and post to County website -**DO NOT INCLUDE ENGINEER'S ESTIMATE**
		PM	F, L, OCR	9	Submit Civil Rights Bid Notification for Certified Agency Projects, Form 734-2848 (Day of bid opening)
		OCR	F, OM	10	Notify Local Agency of responsiveness of Bidder (within 24 hours of receipt of Form 734-2848)
		C	PM	11	Submit Committed DBE Breakdown and Certification Form, Form 734-2531 (if DBE goal > 0%)

	PM	F, DBE	12	Submit Committed DBE Breakdown and Certification Form, Form 734-2531 (if DBE goal > 0%)	
Legend:	F= File	PM= Project Manager	C= Contractor	OM= Office Manager	DBE= Disadvantaged Business Enterprise
	CE = County Engineer	CR = County Roadmaster	CC = County Commissioners	L= Local Liason	OCR=Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK	
				Bid Opening Cont.	
		DBE	F, PM	13	Notify Local Agency by email of the confirmation (Within 24 hours of receipt of DBE Breakdown)
		CE	C, PM, OM	14	Send all bidders "Intent to Award" Letter (00130.10). Include W-9 form to low bidder
		PM	F, L	15	Distribute "Intent to Award" Letters

Awarding Contract					
INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK	
		PM	F	1	Notice of "Intent to Award" posted on website
		CE	F, PM, CR, CC	2	Request for Approval of Recommendation to Award Contract to be put on Commissioners' docket
		CE	C, OM	3	Send Award Letter and Contracts to be signed within 30 days of bid opening
		PM	F, L, OCR	4	Submit copy of Award Letter (both LAL's)
		PM	F, L	5	Send 8 copies of Contract Documents (Final Plans and Specs) to Construction LAL(at award letter)
		PM	F, OCR	6	Submit Civil Rights Award Notification for Certified Agency Projects, Form 734-2849 (Within 3 days of sending award letter)
		DBE	PM, C, CE	7	email Pre-construction packet (Within 3 days of receiving the Award Letter)
		C	OM	8	Submit required number of bid booklets with originals (within 15 days after contract booklets sent) (00130.50(a)) <ul style="list-style-type: none"> - Performance and Payment Bond - Certificates of Workers Compensation Coverage
		C	F, PM, OM	9	Submit Tax Identification number, W-9 Form (SP00130.40(e))
		CE	F, PM, L	10	Submit Quality Assurance & Contract Admin Plan, QACAP, Form 734-2857 (7 days before Notice to Proceed)
		OM	CR, CC	11	Schedule Awarded Contract to be signed by Commissioners
		C	F, PM, OM	12	Submit certificates of insurance (00130.40(b) - see 00170.70) <ul style="list-style-type: none"> - Commercial General Liability - Commercial Automobile Liability - Additional Insured

		CE	F, PM, C, OM	13	Send fully executed contract booklet (00130.50(b)) (within 7 days of receiving required documents)
		CE	F, L	14	Request ODOT Cost Estimate for Construction Engineering Services
		CE	F, L	15	Prepare and Submit PAGE
		L	F, CE	16	Submit approved of PAGE
		CE	C	17	Send Notice to Proceed Letter with executed contracts (Within 5 days of Executed Contract) (00130.90)
		CE	F, L, OM, OCR	18	Distribute Notice to Proceed Letter
		OM	F, PM	19	Send BOLI payment (SP00170.67)
		C	F, PM	20	Certificate of Employee Drug Testing Program Form (170.74) (Furnish if requested by PM)
		PM	F, L, DBE	21	Submit Responsible Bidder Determination Form (with CCB at https://ccb.ed.state.or.us/ccb_frames/responsible_bidders)

CONSTRUCTION AND CONSTRUCTION ADMINISTRATION PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PM= Project Manager C= Contractor L= Local Liason DBE= Disadvantaged Business Enterprise RAS= Region Assurance Specialist

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
		PM	All Attendees	1 Coordinate Preconstruction Conference Date (must notify Liaison and OCR)
			All Attendees	2 Send out Preconstruction Conference letter, agenda and safety questionnaire
			F	3 Conduct Preconstruction Conference (official minutes or recording)
			All Attendees	4 Send written summary of meeting minutes
		C	DBE	5 Submit DBE Work Plan Proposal Form 3A, Form 734-2165A (for ALL DBE's)
		DBE	F, PM	6 Submit Signed DBE Work Plan Proposal Form 3A, Form 734-2165A (for ALL DBE's)
		PM	F, L, DBE	7 Sign and Submit DBE Work Plan Proposal, Form 734-2165A (if goal not zero)
		C	PM	8 Submit MWESB Work Plan Proposal
		PM	F, L, DBE	9 Sign and Submit MWESB Work Plan Proposal
		C	F, PM	10 Submit Schedule of Values for Lump Sum Items (at pre-con)
			F, PM	11 Submit Training Program Form, Form 731-0335 (at pre-con, if applicable)
			F, PM	12 Submit 2 copies of signed subcontract(s) (180.21) (copies to ODOT & OM)
			PM	13 Submit Contractor's Request for Subcontract Consent, Form 734-1964
		PM	F, L	14 Complete the Subcontractor Consent Checklist, Form 734-2518
			F, C, L	15 Sign Contractor's Request for Subcontract Consent, Form 734-1964
			F, L, DBE	16 Complete and Submit Report on Contractor's Request for Subcontract Consent, Form 734-1395
		DBE	F, L	17 Submit Subcontractor Consent (for any DBE Firms)
		PM	F, L	18 Complete Initial Quarterly Report, Form 734-2590
		C	PM	19 Submit OJT Training Program Form, Form 731-0335
		PM	F, OCR	20 Submit OJT Training Program Form, Form 731-0335
		C	PM	21 Submit Apprentice/Trainee Approval Request, Form 731-0294
		PM	F, OCR	22 Submit Apprentice/Trainee Approval Request, Form 731-0294
		C	PM	23 Submit Apprentice/Trainee Monthly Progress Report, Form 731-0332
		PM	F, OCR	24 Submit Apprentice/Trainee Monthly Progress Report, Form 731-0332
		Construction		
		PM	F, C, L, OCR, RAS	1 Issue Notification of Commencement and Completion, Form 734-3233 (1st Notification)(at installation of signs)

Legend: F= File PM= Project Manager C= Contractor L= Local Liason DBE= Disadvantaged Business Enterprise RAS= Region Assurance Specialist

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
				Construction Cont.
		C		2 Complete TP&DT Daily Report, Form 734-2474
			F, PM	3 Submit Material Certifications, Form 734-2126 for Certificate of Materials Origin
			F, PM	4 Submit Material Testing Documents
			F, PM	5 Submit ODOT Apprentice/Training Approval Request, Form 731-0294 (if applicable)
			F, PM	6 Submit ODOT Apprentice/Training Monthly Progress Record, Form 731-0335 (if applicable)
			F, PM	7 Submit Weekly Erosion Control Monitoring, Form 734-2361 (should be included with 1st certified payroll)
			F, PM	8 Submit Weekly Certified Payroll BOLI (WH-38) - Civil Rights Website (labor compliance Forms)
			F, PM, L	9 Submit Monthly Employment Utilization Report, Form 731-0394 by 10th of month (contracts/subcontracts over \$10K)
			F, PM, L	10 Submit Monthly Summary Report of Subcontractors Paid, Form 734-2722 (subs also)
			F, PM	11 Submit Request for Release of Retainage for Subcontract Work, Form 734-2510
			F, PM	12 Submit Electrical Blue Sheets for Approval
		PM	F	13 Complete General Daily Progress Report, Form 734-3474
			F	14 Complete Flagger and Pilot Car Receipt, Form 734-3955
			F	15 Complete Field Inspection Report, Form 734-3469
			F	16 Complete Installation Sheet, Form 734-2605 (Paynote)
			F	17 Complete Material Daily Progress Report, Form 734-2599 (if earthwork quantities are > 2,500 CY)
			F	18 Complete Material Delivery Record and Tally Sheet, Form 734-2792
			F	19 Complete Weekly Statement of Contract Time Charges, Form 734-3483
			F	20 Obtain material Testing Documents
			F	21 Obtain material Certification Documents
			C	22 Submit Approved Blue Sheets
			F, L, OCR	23 Complete and Submit the DBE Commercially Useful Function Form 3B, Form 734-2165 (all DBE's on project)
			F, L	24 Forward Request for Release of Retainage for Subcontract Work, Form 734-2510
			F, L	25 Complete Request for Release of Retainage for Subcontract Work Checklist, Form 734-2707
			F	26 Complete Test Summary for Field Tested Materials (B), Form 734-1902B
			F	27 Complete Test Summary for Non-Field Tested Materials (A), Form 734-1902A
			F	28 Complete Test Summary for Field Tested Concrete Materials (B-QA), Form 734-1902B-QA
			F, L, RAS	29 Request RAS Review of project documentation
			F, L, OCR	30 Complete Employee Interview Report, Form 734-3475 (for ALL contractors and subcontractors)
			F, L, OCR	31 Submit Employee Interview Reports and Cert Parolls (must receive signed approval from OCR)
			F, L, OCR	32 Project Manager's Owner-Operator Interview Summary Report, Form 734-3581
			F, L, OCR	33 Submit Project Manager's Monthly EEO Report, Form 734-3858

Legend: F= File PM= Project Manager C= Contractor L= Local Liason DBE= Disadvantaged Business Enterprise RAS= Region Assurance Specialist

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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Construction cont.

		PM	F, L, OCR	34	Submit Monthly Employment Utilization Report, Form 731-0394 (contracts/subcontracts over \$10K)
			F, L, OCR	35	Submit Monthly Summary Report of Subcontractors Paid, Form 734-2722
			F	36	Review Certified Payroll, monthly
			F	37	Review Quality and Quantity Documents, Monthly
			F	38	Review Civil Rights Documents, Monthly
			F, C	39	Complete Pre-Paving Conference, Form 734-2601
			F, C	40	Prepare and sign Monthly Pay Estimate
			F, L	41	Submit Certified Agency Quarterly Report, Form 734-2590

Project Completion

		C	F, PM	1	Complete Contractor's Construction Process Feedback, Form 734-2469A
		PM	F, C, L, OCR	2	Issue Notification of Commencement and Completion, Form 734-3233 (2nd Notification)
			F, L	3	-Issue Corrective Work Notification/ punch list items (send with 2nd Notification)
			F, C	4	Request all outstanding documents
			F, C, L	5	Complete and Submit Project Manager Evaluation, Form 734-2469B
			L	6	Review documentation to verify completeness
			L	7	Request RAS Review/ DRR
			F, L	8	Request final inspection by ODOT staff within 15 days of completion of on-site work/punch list

Project Closeout

		PM	F, L	1	Submit Recommendation of Project Acceptance, Form 734-1384
			F, L, OCR	2	Request labor compliance review (on-site of documents)
			F, L, OCR	3	Complete Project Manager's Labor Compliance Certification, Form 734-1734 (send cert payrolls)
		OCR	F, PM	4	Submit signed Project Manager's Labor Compliance Certification, Form 734-1735
		PM	F, L, RAS	5	Request final RAS review
			F, L	6	Complete Final Materials Certification, Form 734-1979
			F, L	7	Complete Foreign Steel Summary, Form 734-1968 (include copies of applicable CMO's)
			F, C, L, OCR	8	Issue Notification of Commencement and Completion, Form 734-3233 (3rd Notification)
			F, L	9	Submit Final Pay Estimate
			F, L	10	Submit As-Constructed Plans (within 1 year of project completion) -for Bridge (Final Mylars, pile records, foundation and hydraulic reports)

CIVIL RIGHTS PROCEDURES FOR FEDERAL AID PROJECTS

Project Name: _____

Project No.: _____

Key No.: _____

Federal Aid No.: _____

Legend: F= File PM= Project Manager C= Contractor DBE= Disadvantaged Business Enterprise Manager L= Local Liason
 OCR= Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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		PM	F, DBE, L	1	Submit Request for Goals, Form 731-0663 (include Engineers Estimate, Construction Schedule and CR)
		DBE	F, PM	2	Submit goals by email (Submitted within 3 days of receipt of above)

90% PS&E

Bid, Advertisement, Award

		PM	F, OCR, L	1	Publish goals in Bid Booklet (Send paper and electronic copy to LAL and OCR)
		OCR	F, PM	2	Notify Local Agency by email of the receipt (Within 3 days of receipt of Bid Booklet)
		PM	F, OCR, L	3	Submit Civil Rights Bid Notification for Certified Agency Projects, Form 734-2848 (Day of bid opening)
		OCR	F, OM	4	Notify Local Agency of responsiveness of Bidder (within 24 hours of receipt of Form 734-2848)
		C	F, PM	5	Receive Copy of Subcontractor Solicitation and Utilization Form sent to OCR, Form 734-2721
		PM	F, OCR	6	Submit Civil Rights Award Notification for Certified Agency Projects, Form 734-2849 (Within 3 days of sending award letter)
		PM	F, OCR, L	7	Submit copy of award letter to OCR and both LAL's
		C	PM	8	Submit DBE Commitment Certification and Utilization Form, Form 734-2785, (if goal is 0% then only fill out top and sign)
		PM	F, OCR	9	Submit DBE Commitment Certification and Utilization Form, Form 734-2785
		C	PM	10	Submit Committed DBE Breakdown and Certification Form, Form 734-2531
		PM	L, OCR	11	Submit Committed DBE Breakdown and Certification Form, Form 734-2531
		DBE	F, PM	12	Notify Local Agency by email of the confirmation (Within 24 hours of receipt of DBE Breakdown)

Pre-Construction

		C	PM	1	Submit Contractor's Request for Subcontract Consent, Form 734-1964
		PM	F	2	Complete Subcontractor Consent Checklist, Form 734-2518
		PM	F, C, OCR, L	3	Sign and Submit Contractor's Request for Subcontract Consent, Form 734-1964
		PM	F, L, OCR	4	Complete and Submit Report on Contractor's Request for Subcontract Consent, Form 734-1395
		C	PM	5	Submit DBE Work Plan Proposal Form 3A, Form 734-2165A (At pre-con) (for ALL DBE's)
		PM	F, L, OCR	6	Submit Signed DBE Work Plan Proposal Form 3A, Form 734-2165A (for ALL DBE's)
		PM	F	7	Complete Responsible Bidder Determination Form from CCB website (Within 30 days of award)
		C	PM	8	Submit OJT Training Program Form, Form 731-0335
		PM	F, OCR	9	Submit OJT Training Program Form, Form 731-0335
		C	PM	10	Submit Apprentice/Trainee Approval Request, Form 731-0294

Legend: F= File PM= Project Manager C= Contractor DBE= Disadvantaged Business Enterprise Manager L= Local Liason
 OCR= Office of Civil Rights

INITIAL	DATE COMPLETE	WHO INITIATES	COPY SENT TO:	TASK
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Pre-Construction Cont.

		PM	F, OCR	11	Submit Apprentice/Trainee Approval Request, Form 731-0294
		C	PM	12	Submit Apprentice/Trainee Monthly Progress Report, Form 731-0332
		PM	F, OCR	13	Submit Apprentice/Trainee Monthly Progress Report, Form 731-0332

Construction

		PM	F, C, L, DBE	1	Issue Notification of Commencement and Completion, Form 734-3233 (1st Notification)(at installation of signs)
		PM	F, OCR	2	Submit (CUF) DBE Commercially Useful Function Form 3B, Form 734-2165 for all DBE on project
		PM	F, OCR	3	Complete Employee Interview Report, Form 734-3475, submit to OCR with Cert payrolls at end of project
		PM	F, OCR, L	4	Forward Request for Release of Retainage for Subcontract Work, Form 734-2510
		C	F, PM	5	Submit Monthly Summary Report of Subcontractors Paid, Form 734-2722
		PM	L, OCR	6	Submit Monthly Summary Report of Subcontractors Paid, Form 734-2722
		PM	F, OCR	7	Project Manager's Monthly EEO Report, Form 734-3858 (By the 10th of the Month) this form is recommen
					- This form is not required, but recommended. It is the cover sheet to Form 731-0394
		C	F, PM	8	Monthly Employment Utilization Report (MEUR), Form 731-0668 (By the 5th of the Month)
					- For any contract or subcontract over \$10K
		PM	F, OCR	9	Monthly Employment Utilization Report (MEUR), Form 731-0668
		PM	F, OCR	10	Submit Employee Interview Reports, Form 734-3475
		PM	F, C, L, DBE	11	Issue Notification of Commencement and Completion, Form 734-3233 (2nd Notification)

Closeout

		PM	F	1	Submit Project Manager's Labor Compliance Certification, Form 734-1734 (send cert payrolls)
		OCR	F, PM	2	Submit Signed Project Manager's Labor Compliance Certification, Form 734-1735
		PM	F, C, L, DBE	3	Issue Notification of Commencement and Completion, Form 734-3233 (3rd Notification)

**Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM AGREEMENT**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the Agency of Linn County, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have the authority to perform.
2. Under the authority of Title 23 United States Code (USC), the Federal Highway Administration (FHWA) is accountable for all programs under the Federal-Aid Highway Program; and State is responsible for project-level activities associated with Title 23 USC, Section 106. State, pursuant to the 2010 Oregon Department of Transportation Federal-Aid Highway Program Stewardship and Oversight Plan (Stewardship Plan), is responsible for all reviews and approvals associated with the design, construction, award, and final inspection of federal-aid projects off the National Highway System (NHS) excluding the exceptions noted in said Plan. State, pursuant to Title 23 Code of Federal Regulations (CFR) Part 1.11, Title 23 CFR Part 635.105, and the Stewardship Plan, may further delegate certain federal-aid project authorities to well-qualified and suitably equipped local public agencies (LPA's). State retains responsibility under federal law and regulations for all delegated activities.
3. The Local Agency Certification Program (Certification Program) allows State to certify a local agency's procedures and delegates authority to the Certified local agency to administer federal-aid projects that are off the NHS. In a letter dated March 13, 2013, FHWA delegated authority to ODOT to allow certified LPA's to perform work on locally owned and maintained NHS facilities. ODOT retains responsibility to administer federal-aid projects on NHS and ODOT-owned NHS facilities. An LPA may perform work on an ODOT-owned NHS facility if both ODOT and the LPA agree and ODOT provides written approval authorizing such work. All other NHS work shall be performed exclusively by ODOT.
4. This Agreement shall supersede and replace Agreement No. 26463 in its entirety.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

As used in this Agreement, abbreviations shall mean as follows:

Agency/State
Agreement No. 29107

AASHTO	American Association of State Highway and Transportation Officials
ADA	Americans with Disabilities Act
AKA	Also Known As
BDDM	Bridge Design and Drafting Manual
BOLI	Oregon State Bureau of Labor and Industries
CFR	Code of Federal Regulations
DBE	Disadvantaged Business Enterprise
EEO	Equal Employment Opportunity
FAPG	Federal-Aid Policy Guide
FHWA	Federal Highway Administration
NHS	National Highway System
OAR	Oregon Administrative Rules
ODOT	Oregon Department of Transportation
OJT	On-the-Job Training
OMB	Office of Management and Budget
ORS	Oregon Revised Statutes
PS&E	Plans, Specifications and Estimates (includes schedule)
PTESC	Professional, Technical and Expert Services Contracts (This term, for the purpose of this Agreement, shall be synonymous with State's term "personal services contracts")
USC	United States Code
USDOT	United States Department of Transportation

Certification

1. Agency has become fully certified in design; bridge design; advertising; bid and award; and construction contract administration. As a result, this Agreement grants authority to Agency to: perform design and bridge design; advertise; bid and award; make contractor payments; provide construction contract administration; and ensure a construction quality assurance and quality control program for Agency's federal-aid projects off the NHS, and projects that are on locally owned and maintained NHS facilities. Agency understands that ODOT retains responsibility to administer federal-aid projects on NHS and ODOT-owned NHS facilities. Agency may perform work on an ODOT-owned NHS facility if both ODOT and Agency agree and ODOT provides written approval authorizing such work. All other NHS work shall be performed exclusively by ODOT.
2. In addition, Agency is authorized to pursue certification in the area of consultant selection. To qualify for certification in the area of consultant selection Agency must first contact and work with State prior to commencing activities in this area. Agency may not perform consultant selection until they meet the certification requirements defined by State. State shall retain responsibility for all environmental review, permitting, agreements or approvals that are necessary as a result of the federal action. State shall administer on behalf of Agency, State's Civil Rights Plan including the Disadvantaged Business Enterprise (DBE) program, Equal Employment Opportunity (EEO) program, and On-The-Job Training (OJT)/APPRENTICESHIP program. Professional, Technical and Expert Services Contracts (PTESC) shall conform to FHWA requirements and all requirements outlined under the subtitle "Professional, Technical and Expert Services Contracts" shown

below in this Agreement. Agency shall not perform design work beyond their area(s) of expertise, as identified through the Certification Program process.

3. Agency understands and agrees that only Agency's Department of Transportation and Development has met the Certification criteria for the tasks identified in paragraph 1 of this Section. Agency also understands and agrees that while federal-aid projects may originate from one or more of Agency's other divisions or departments only Agency's Department of Transportation and Development and Agency's Certification Program Liaison shall provide quality control, oversight and have final approval authority for all such federal-aid projects and ensure that rules, regulations, and processes outlined in this Agreement are followed. Agency understands that design, bridge design, advertising, bid and award; and construction contract administration for Agency's federal-aid projects shall be conducted only by Agency's Department of Transportation and Development, in accordance with this Agreement.
4. Agency understands and agrees that if it wishes to become certified in consultant selection it must successfully complete the certification requirements designated by the State and perform two (2) to four (4) test projects, which may be select project phases. State will conduct performance measurement and quality assurance reviews during all phases of the test projects. At the conclusion of the second test project and each subsequent test project, an assessment will be made by Agency and State to determine whether Agency should proceed to full Certification status or continue with another test project. Upon successful completion of the test projects and written approval by State, Agency shall be fully Certified to administer future federal-aid projects in this area in accordance with this Agreement.
5. State retains its responsibility to FHWA for the administration of all federal-aid projects. If requested by Agency, or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to projects. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations.
6. State and Agency shall each assign a liaison to coordinate activities under this Agreement and assure that the interests of both Parties are considered during all phases of any projects. State's Regional Local Agency Liaison shall provide program advice and support as needed throughout all projects.
7. Agency understands and agrees that final approval for full Certification of each area it is seeking certification is conducted through State's Certification Program Manager in conjunction with State's Region Manager and may be rescinded at any time upon Agency's written request or if, in the opinions of State's Certification Program Manager and State's Region Manager, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved under the Certification Program.
8. State shall conduct random oversight reviews on Agency's Certification Program and projects through State's Certification Program Manager at least once every two (2) years after Agency has been awarded full Certification status. State may, at any time, initiate a formal audit using professional auditing standards of a federal-aid project.

9. The terms of this Agreement shall begin on the date all required signatures are obtained and shall terminate twenty (20) years following the date all required signatures are obtained, unless extended by an executed amendment. This Agreement may also be terminated upon Agency's or State's written request pursuant to the "Termination" Section of this Agreement.
10. This Agreement shall supersede and replace Agreement No. 26463, in its entirety. Supplemental Project Agreements under Agreement No. 26463 shall remain in full force and effect. It is agreed that all existing Supplemental Project Agreements entered into under the authority granted in Local Agency Certification Program Agreement No. 26463 shall continue under the authority of Agreement No. 29107, and shall be effectively amended with this Agreement to replace any references to Agreement No. 26463 with a reference to Agreement No. 29107. Invoices for construction, preliminary engineering and right of way work incurred prior to the replacement of Agreement No. 26463 can be invoiced by Agency and paid for by State under Agreement No. 29107 and the existing Supplemental Project Agreements.

Certified Agency Performing Work For Non-Certified Agency

1. Agency may perform work on behalf of a non-Certified agency in the areas in which Agency is Certified if Agency has obtained written approval from State. To obtain approval, Agency must submit a written request to State's Regional Local Agency Liaison with a copy to the State's Certification Program Manager. State's Regional Local Agency Liaison and State's Certification Program Manager will review the request and advise Agency in writing if the request is approved or denied.
2. If State approves Agency's request, the non-Certified agency and Agency must enter into a separate agreement which identifies the responsibilities between the two parties. Agency must submit a copy of the agreement to the State's Regional Local Agency Liaison and State's Certification Program Manager. The non-Certified agency must already have a signed federal-aid funding agreement with State on such a project. State and Agency will then enter into a Supplemental Project Agreement covering the non-Certified agency's project. Agency shall be responsible for the entire project, costs and non-participating costs. Long-term maintenance of a non-Certified agency project will be the responsibility of the non-Certified agency unless otherwise indicated in the Supplemental Project Agreement.

Program Administration

Projects must be consistent with the Regional Transportation Plan and appear in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program if the projects receive federal funding through Title 23 Code of Federal Regulations (CFR).

Project Funding Request

1. Agency shall submit a separate agreement to State for each project, hereinafter referred to as "Supplemental Project Agreement." The Supplemental Project Agreements will be

signed by both Agency and State before any federal-aid project work begins. At least one (1) of Agency's approval authorities, as identified in the "Signature Authorities" Section of this Agreement, is required to sign the Supplemental Project Agreements. The Supplemental Project Agreements will, at a minimum, cover specific project details including project name, Agency's project manager's title or designee, description of work, schedule, and funding sources. The Supplemental Project Agreements shall include services to be provided by State, Agency, or others.

2. State shall submit a separate written project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act – NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award, and Construction Contract Administration). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations. The federal funding for projects covered by individual Supplemental Project Agreements is contingent upon approval by FHWA.
3. Agency shall, on any project that uses federal funds in project development, submit final PS&E documents, construction schedule, environmental requirements and right of way certification to State's Regional Local Agency Liaison at least six (6) weeks prior to bid opening. State shall review such submittals and then submit a request to FHWA for approval of federal-aid participation for the construction phase when federal-aid participation is desired in this phase.

Finance

1. Federal funds shall be applied toward individual project costs at the current federal-aid matching ratio, unless otherwise agreed to and allowed by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the individual projects which are not covered by federal funding, unless otherwise agreed to and specified in the Supplemental Project Agreements. Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. State considers Agency a subrecipient of the federal funds it receives as reimbursement under the Supplemental Project Agreements. The Catalog of Federal Domestic Assistance (CFDA) number and title for these projects is 20.205, Highway Planning and Construction, unless otherwise indicated in the individual Supplemental Project Agreements.
2. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating costs, future allocations of federal funds, or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves Agency processes, procedures, or contract administration outside the *Local Agency Guidelines Manual* that result in items

being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.

3. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase on any individual federal-aid project shall be charged to the project, unless otherwise mutually agreed upon by the Parties. State shall simultaneously invoice FHWA and Agency for State's project costs, and Agency agrees to reimburse State for the federal-aid matching state share and any non-participating costs as determined in accordance with paragraph two (2), above upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid.
4. If Agency makes a written request for the cancellation of a federal-aid project, Agency shall bear one hundred (100) percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred.
5. Agency shall follow the requirements stated in the Single Audit Act. Local governments receiving five hundred thousand dollars (\$500,000) or more in federal funds must follow the requirements stated in the Single Audit Act. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in OMB Circular A-133, requires local governments to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federal-aid programs in which Agency participates. The cost of this audit can be partially prorated to the federal program.
6. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of each project directly to State's Regional Local Agency Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and State's Supplemental Project Agreement. Such invoices shall a) have an invoice number, b) reference a vendor number, c) include a "remit to" name and address, d) reference this Certification Program Agreement Number 29017, e) include State's Expenditure Account number f) reference State's Supplemental Project Agreement number, g) identify the project by the project name in the Supplemental Project Agreement, and h) itemize and explain all expenses for which reimbursement is claimed. Invoices for services including, but not limited to, preliminary engineering and construction engineering shall be presented for periods of not less than one-month duration, based on actual expenses to date. (See paragraph seven (7) of Construction Activities and Administration of this Agreement for the construction contractor invoice period.) All invoices received from Agency must be approved by State's Regional Local Agency Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR Parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: a) award date of a construction contract for preliminary engineering b) last payment for right of way acquisition and c) contract completion for construction. Partial invoices

(progress payment) shall be submitted to State within three (3) months from the date that costs are incurred. Final invoices submitted after the three (3) months shall not be eligible for reimbursement. If Agency has an approved or certified indirect cost rate proposal which applies to federal-aid projects, as defined in Title 2 CFR Part 225, that rate must be clearly outlined in any invoices, either as a line item or submitted in the invoice transmittal cover letter.

7. Agency shall, upon State's written request for reimbursement, in accordance with Title 23, CFR Part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a. Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Regional Local Agency Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b. Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Regional Local Agency Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
8. Agency shall maintain all project documentation in keeping with State and FHWA standards and specifications for all individual projects. This shall include, but is not limited to, daily work records, quantity documentation, material invoices, quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.
9. State shall submit all claims received from Agency for federal-aid participation to FHWA and compile accurate cost accounting records. State shall pay Agency all reimbursable costs on each project. State may request from Agency a statement of costs to date at any time by submitting a written request. When the actual total cost of each project has been computed, Agency shall furnish State with an itemized statement of final costs. Agency shall pay one hundred (100) percent of the final total actual project costs. The actual cost of services provided by State will be charged to the individual projects and will be included in the total cost of the projects. An estimate of State's costs will be provided to Agency prior to the start of each project phase on individual projects. Such phases generally consist of Preliminary Engineering, Right-of-Way, Utility, and Construction.
10. Agency agrees to refund to State all federal funds paid to Agency, if FHWA requests such funds from State, because Agency has not followed a process, rule or procedure outlined in Agency's procedures, this Agreement or Supplemental Project Agreements. Refund

from Agency shall be within thirty (30) days upon State's written notification. If Agency does not repay State within thirty (30) days, State shall withhold Agency's proportionate share of State Highway Trust Fund distribution until repayment has been made in full.

11. Agency shall, upon completion of each individual federal-aid project that constructs or improves any facility that would not be eligible for State Highway Trust Fund moneys subject to Oregon Constitution, Article IX, section 3a, complete and file with the appropriate County Clerk, a Memorandum of Agreement and Acknowledgment of Federal Assistance. The Memorandum of Agreement and Acknowledgment of Federal Assistance is marked as Exhibit A, attached hereto and by this reference made a part of this Agreement. In such circumstances, the individual Supplemental Project Agreement will include this Exhibit.

Standards

1. In accordance with Agency's standard contract specifications and design standards manual, Agency shall include in the title sheet of the plans the following: federal-aid project number, location sketch, title of project, project limits, and a provision for approving official(s) signature(s) and date(s) and scale(s). A plan sheet index and list of applicable Oregon Standard Drawings and supplemental Agency plans will be included on the first sheet following the title sheet. Agency agrees that PS&E and construction plans shall, at a minimum, be in conformance with the current, State-approved edition of the following unless otherwise requested by Agency and approved by State, which are incorporated hereto by reference, and made a part of this Agreement:
 - a. Construction Specifications Institute technical specifications (Buildings) and General Conditions of the Contract for Construction B (Buildings);
 - b. All AASHTO policies and guidelines;
 - c. *Oregon Standard Specifications for Construction (Oregon Department of Transportation and APWA Oregon Chapter)* and Agency's Amendments as approved by State, unless otherwise approved in writing by State's Certification Program Manager;
 - d. *Manual on Uniform Traffic Control Devices (MUTCD)* and Oregon Supplements;
 - e. Oregon Temporary Traffic Control Handbook and National Association of City Transportation Officials Bikeway Design Guide; (In the event of a conflict, the MUTCD and Oregon Supplements shall take precedence. These guidelines shall not be used on any project that is on or impacts a state highway.)
 - f. *Transportation Research Board's Highway Capacity Manual*;
 - g. Local Agency Certification Procedures found in the *Local Agency Guidelines Manual*;
 - h. Title 23 and Title 49 USC and Title 23 and Title 49 Code of Federal Regulations (CFR);
 - i. *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*;
 - j. *ODOT Right of Way Manual*;
 - k. *ODOT's Bicycle & Pedestrian Design Guide (current version)*; and
 - l. *ODOT Bridge Section Load Rating Procedures. Use Tier 2 (LRFR) for bridges designed using Load Resistance Factor Design.*

2. Agency and State agree to the following notification process for Agency changes to Agency Standard Construction Specifications.
 - a. State shall inform Agency of changes to the Oregon Standard Specifications through its regular written notification process. Agency shall ensure that any changes State makes to the Oregon Standard Specifications are integrated and implemented in Agency's approved specifications or relevant documents as required by state and federal regulations.
 - b. Agency shall submit to State for review any changes to the most current version of the Agency's General Conditions and Technical Specifications for federal-aid projects prior to implementation of proposed changes. Agency shall use track changes or similar tracking function to show said changes to the Part 100's General Conditions.
 - c. Modifications to technical specifications are made with each individual project and are shown in the proposed special provisions. These can be reviewed in conjunction with the Agency's Standard Construction Specifications and other construction documents. In the future, when the Agency's Standard Construction Specifications book is updated, the Agency will use "document compare" or a similar function to show all changes between the current approved version and the proposed version.
 - d. If State takes exception to any proposed changes, State will provide Agency with written response prior to the affected project advertisement date or a reasonable amount of time.
3. Agency agrees that if one of the individual projects is on the Oregon State Highway System or State owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current *Oregon Standard Specifications for Highway Construction* and current *Contract Plans Development Guide*.
4. Agency agrees that for all projects on the Oregon State Highway System or State owned facility any design element that does not meet *ODOT Highway Design Manual* design standards must be justified and documented by means of a design exception. Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.
5. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the *Manual on Uniform Traffic Control Devices and Oregon Supplement* as adopted in OAR 734-020-0005 for any individual project. Agency must obtain the approval of the State Traffic Engineer prior to the design and construction

of any traffic signal, or illumination to be installed on a State Highway pursuant to OAR 734-020-0430.

6. The standard unit of measurement for all aspects of the project shall be English Units. All project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.
7. a. Agency shall obtain approval from State's Certification Program Manager prior to commencing any in-house bridge design.
b. Agency must provide written notification to State's Bridge Inventory Coordinator when a bridge project is complete so the initial inspection can be scheduled.
8. Agency must submit the following information electronically for any bridge project to State's Senior Local Bridge Standards Engineer:
 - a. As-Built Drawings (signed, final copy containing final construction notes).
 - b. A copy of the foundation report.
 - c. Pile Records and/or drill logs. (If applicable).
 - d. Hydraulic Reports. (scour analysis report included in this report)
 - e. Stamped Load Rating calculation book with a CD containing all electronic files. (Agency shall notify the State's Senior Local Bridge Standards Engineer if there is a contract in place to load rate the bridge. If there is not a contract in place, Agency shall hire a consultant to obtain the load rating. Agency shall provide a stamped report with a CD containing all electronic files to the State's Senior Local Bridge Standards Engineer when it is complete.)

Professional, Technical and Expert Services Contracts

1. Upon written request, State may make Region's consultant services contracts available for preliminary engineering and/or construction engineering services for Agency's federal-aid projects. If Agency chooses to use said services, Agency agrees to manage the work done by the consultant and make funds available to State for payment of those services.
2. Agency or others may perform preliminary and construction engineering. Agency may request State's two-tiered consultant selection process, as allowed by OAR 137-048-0260, or work with another Certified local agency to solicit consultants to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of any one of these processes is required to ensure federal reimbursement. State, or another Certified agency through which the Agency chooses to obtain consultant services, will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR Part 172, Title 49 CFR Part 18, ORS 279A.055, 279C.110, 279C.125, Oregon Administrative Rule 137-048-0130 OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. If Agency obtains consultant services from another Certified agency, that Certified agency will follow the processes approved by State for obtaining consultant services. Such personal services contract(s) shall contain a description of the work to be

performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or contractors, including any consultant, prior to receiving written authorization to proceed from State or Certified agency that Agency engages to perform services. Any amendments to such contract(s) also require State's approval or the approval of Certified agency that Agency engages to perform services.

Preliminary Engineering

1. State shall, at project expense, review, process and approve or submit for approval to the federal regulators all environmental statements. State shall, if State prepares these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
2. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, a) conduct the necessary field surveys, b) conduct environmental studies, c) conduct traffic investigations, d) conduct foundation explorations and hydraulic studies, e) either acquire or assist State with acquisition of necessary right of way and/or easements in accordance with the Right of Way section of this Agreement, f) perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates, g) conduct all public involvement processes and h) identify and obtain all required permits necessary for the construction of the project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction. All design exceptions from AASHTO design standards shall be reviewed by State for concurrence prior to advertisement of final plans and specifications.
3. Bridge design certification certifies Agency for the design of regular types of bridges which do not fit into the "major or unusual" category as defined in ODOT's Bridge Design and Drafting Manual. FHWA policy requires ODOT's Bridge Section to approve Agency's proposal of "major or unusual" type of bridge design before proceeding to design.

Right of way

1. Agency and its consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR and the *ODOT Right of Way Manual*, Title 23 CFR Part 710 and Title 49 CFR Part 24. State, at project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
2. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of projects provided Agency or its consultant are qualified to do such work, as required by the *ODOT Right of Way Manual*, and Agency has obtained prior approval from State's Region Right of Way office to do such work.

3. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. On any project that has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Regional Local Agency Liaison, who will forward the request to State's Region Right of Way office on all projects. Agency must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency shall contact State's Regional Local Agency Liaison, who will contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
4. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
5. Agency ensures that all project right of way monumentation will be conducted in conformance with ORS 209.155.

Title VI

1. Agency agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, Title 49 CFR Part 21, and Executive Order 11246, relative to the employment practices under any contract awarded in conjunction with this Agreement. If Agency fails to comply with any federal or state Civil Rights requirements identified in this Agreement, sanctions may be imposed by FHWA or State as appropriate, including, but not limited to:
 - a. Withholding of payments to Agency under this Agreement until Agency causes compliance, or
 - b. Cancellation, termination, or suspension of this Agreement, in whole or in part.
2. Agency shall consider Title VI issues from the beginning of project development, through the entire project process, including project closure. Agency understands and agrees to comply with the Title VI requirements listed in the *Local Agency Guidelines Manual*, attached hereto by reference and made a part of this Agreement. In order to meet the requirements of the Title VI of the Civil Rights Act of 1964, Agency shall develop one of the following items, which must be approved by State's Office of Civil Rights:

- a. A Title VI Program Plan (applicable to local governments serving populations over 200,000 in population); or
 - b. A Title VI Program Plan or a Nondiscrimination Agreement (applicable to local governments serving populations under 200,000 in population).
3. Complaint Procedures: Agency shall comply with Title VI by deferring all Civil Rights discrimination complaints to State's Office of Civil Rights and Agency must include the following language in any of its contracts under the Certification Program:

"Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the Department or its subrecipients, consultants, and contractors on the basis of age, disability, race, color, national origin, sex, or income status may bring forth a complaint of discrimination under Title VI and related statutes to the Oregon Department of Transportation, Office of Civil Rights, 355 Capitol Street NE, Salem, Oregon, 97301; (503)986-3169."

Construction – Bid, Award and Contract Administration

Civil Rights

Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity Program (EEO), and On-the-Job Training (OJT)/APPRENTICESHIP

1. Agency shall follow the procedures set out in the *Local Agency Guidelines Manual* to request Civil Rights contract goals and ensure the appropriate civil rights program provisions and goals for construction contracts are incorporated in the solicitation documents prior to Agency advertising for construction bids. State's Office of Civil Rights will review and determine civil rights goals and provisions for each contract as appropriate. Agency shall submit additional civil rights forms and reports as required in the *Local Agency Guidelines Manual*.
2. Agency, its contractors and subcontractors shall comply with the "United States Department of Transportation (USDOT) Approved Disadvantaged Business Enterprise (DBE) Commitment Requirements" and the "USDOT Approved Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions," incorporated hereto by reference and made a part of this Agreement. Agency shall send electronic copies of all completed Committed DBE Breakdown and Certification forms described in the "USDOT Approved DBE Commitment Requirements" to State's Small Business and DBE Program Manager, with a copy to State's Regional Local Agency Liaison, for review and approval. Agency shall not award any contracts under this Agreement prior to receiving written approval of said forms from State's Small Business and DBE Program Manager. Agency agrees to ensure that the above provisions (including references therein) shall be incorporated into all contracts and subcontracts (regardless of tier) describing the work to be performed by DBEs on projects financed in whole or in part with federal funds. Failure by Agency to carry out these requirements on any project is a material breach of contract, which may result in the termination of the contract or such other remedy as State deems appropriate. Federal regulations Title 49 CFR Part 26, as approved by USDOT, are also

incorporated by reference and shall be made a part of any contract specifications and this Agreement.

3. Agency agrees to adopt the ODOT DBE Program Plan, available at: http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan. Agency, its contractors and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).
4. Agency, its contractors and subcontractors shall comply with the EEO and the OJT/APPRENTICESHIP requirements, as referenced in the *Local Agency Guidelines Manual*, incorporated hereto by reference and made a part of this Agreement. Agency agrees to ensure that the EEO and OJT/APPRENTICESHIP requirements, listed in the *Local Agency Guidelines Manual*, shall be a part of all solicitations for bids on all federal-aid construction contracts or subcontracts of ten thousand dollars (\$10,000) or more. Title 23, USC, Section 140, Equal Employment Opportunity, as in effect on May 1, 1982, is incorporated hereto by reference and shall be made a part of any contract specifications and this Agreement. The OJT/APPRENTICESHIP requirements shall also be part of all solicitations for bids on all federal-aid construction contracts or subcontracts when OJT/APPRENTICESHIP is assigned and is in implementation of Title 23 USC Section 140(a). Federal regulations Title 23 CFR Part 230, as approved by USDOT, are also incorporated hereto by reference and shall be made a part of any contract specifications and this Agreement.
5. Agency, its contractors and subcontractors shall not discriminate on the basis of age, disability, race, color, national origin, sex, income status or religion in the award, administration, and performance of any federal-aid contract in the administration of EEO and OJT/APPRENTICESHIP requirements under Title 23 CFR Part 230.
6. Agency shall include in all construction bid books, relative to receiving federal-aid, the following paragraph.

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR Part 26 in the award and administration of federal-aid contracts. Failure by the 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)).”

7. State shall make available to Agency, by electronic medium, all current and pertinent DBE, EEO and OJT/APPRENTICESHIP forms. Agency will include the forms in Agency's bid books, as defined in Agency's manual and procedures as appropriate. State's Office of Civil Rights will be available to provide EEO, OJT/APPRENTICESHIP and DBE training during the test projects.
8. State shall review and determine goals or requirements for DBE and OJT/APPRENTICESHIP for each project as appropriate. To initiate this review, Agency shall submit to State's Regional Local Agency Liaison, approximately thirteen (13) weeks before bid opening, the plans, specifications (ninety (90) percent complete), engineer's estimate, cost and completion data as well as the DBE/OJT/APPRENTICESHIP Civil Rights Sheet (also known as (aka) "yellow sheet") by electronic means, fax, or hard copy. State's Regional Local Agency Liaison shall submit the documents to State's Small Business/DBE Program Manager in the Office of Civil Rights. If Agency disagrees with State's assigned goals or requirements for DBE and OJT/APPRENTICESHIP, Agency and State shall discuss, however, State will have final determination.
9. Agency understands that the DBE provisions and bid document inserts are required even if the DBE goal is set to zero (0). Federal regulations encourage contractors to involve DBE firms even if the DBE goal is zero (0). All prime bidders shall submit the Subcontractor Solicitation and Utilization Report (SSUR) (State form 734-2721) to the Agency within ten (10) days of bid opening. Agency shall forward the SSURs by electronic means or fax, to State's Small Business/DBE Program Manager in the Office of Civil Rights regardless of whether the DBE goal is zero or not.
10. Agency shall fax or send a list of the prime bidders with bid amounts for all bidders to State's Small Business/DBE Program Manager in the Office of Civil Rights. In addition, Agency shall forward appropriate Civil Rights form, "DBE Commitment Certification and Utilization Form", 734-2785, and information within two (2) working days of bid opening. State's Small Business Program Manager will evaluate the bids for DBE compliance and notify the Agency of the results. Agency shall not notify bidders of contract award until they have received the evaluation from State. After award, and prior to contract execution, Agency shall forward copies of all forms received by Agency from contractor(s) to State's Regional Local Agency Liaison within ten (10) days. After the contract is executed, Agency shall forward all forms received from contractor(s) to State's Regional Local Agency Liaison within ten (10) days. State's Regional Local Agency Liaison will forward all copies immediately to State's Small Business Program Manager.
11. Agency shall comply with the goals or requirements for DBE, and OJT/APPRENTICESHIP established by State for each federal-aid project.
12. If Agency's lowest bidder has not met the DBE goal on a project, State's Office of Civil Rights shall determine if good-faith efforts were made and make a recommendation to Agency regarding award as it applies to meeting the DBE goal assigned for that particular project. If State's Office of Civil Rights determines that Agency's apparent low bidder has

not made good faith efforts, State's Office of Civil Rights will provide a paragraph to be included in a letter to the contractor from Agency that the bidder is non-responsive. The paragraph will include the reason for the determination that the bid is non-responsive and provide the bidder an opportunity for administrative reconsideration. Agency shall use the information provided by State's Office of Civil Rights verbatim and make no changes to the wordage when submitting to the contractor. If the bidder requests administrative reconsideration, Agency shall notify State's Office of Civil Rights and State's Office of Civil Rights shall conduct the administrative reconsideration. State's Office of Civil Rights shall provide the results of the administrative reconsideration to Agency. Agency shall use the information provided by State's Office of Civil Rights verbatim and make no changes to the wordage when submitting to the contractor. Agency shall defend the administrative reconsideration committee decision with State and Department of Justice providing assistance.

13. If a protest is filed involving a DBE goal, State's Office of Civil Rights shall provide a written response to the protest and forward to Agency for finalizing and signature. Agency shall use verbatim the wordage provided by State's Office of Civil Rights in connection with the DBE goal issue. If Agency disagrees with the response, Agency may discuss with State's Office of Civil Rights, however, State's Office of Civil Rights has the final determination.
14. State shall provide support, compliance monitoring and on-site reviews (as required) for the DBE, EEO, and OJT/APPRENTICESHIP programs. State shall deliver to Agency the Standard Precon package for each project. State shall act on behalf of Agency regarding all Civil Rights contract administration activities and shall report any discrepancies or issues to Agency, not the Contractor. Agency shall forward the "Committed DBE Breakdown and Certification Form" to State's Office of Civil Rights for verification that the DBE goal continues to be met. Agency maintains responsibility to uphold the DBE, EEO, and OJT/APPRENTICESHIP programs with the contractor.

Construction Activities and Administration

1. Agency understands and agrees that certification is only for the low bid contracting process. If Agency wishes to use an alternate method of bidding other than low bid, Agency shall contact State's Regional Local Agency Liaison to obtain State's and/or FHWA written approval.
2. Agency may use Additive Alternate Bidding (aka Bid Alternates). Agency's first Additive Alternate Bidding project using the Certification Program will be considered a test project and Agency will need to inform State's Regional Local Agency Liaison at ninety (90) percent PS&E.
3. Agency agrees that contract administration, quality control, quality assurance, material sampling and testing will be accomplished in accordance with State's current Construction Manual. Said manuals are incorporated hereto by reference, and made a part of this Agreement.

4. Agency shall determine whether state Bureau of Labor & Industries (BOLI) wage rates apply or if BOLI and federal Davis-Bacon wage rates must be compared and the higher of the two (2) rates paid per classification. Agency will need to inform State's Regional Local Agency Liaison of the determination at ninety (90) percent PS&E. Agency shall monitor labor compliance and prevailing wage rate compliance.
5. Agency shall include in the bid book the requirement of a bid guaranty in an amount not to exceed ten (10) percent of the bid amount; a performance bond in an amount equal to the full contract price; and a payment bond in the amount equal to the full contract price. Each bid guaranty, performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon. Agency will ensure that State is included as either a dual obligee or a named additional obligee under the performance bond. Proof of said bonding will be provided to State's Regional Local Agency Liaison by the acquiring Party.
6. If Agency awards a construction contract, Agency shall follow Agency's materials quality program. Agency shall process and pay all contractor progress estimates, make final contractor payment, check final quantities and costs, and oversee and provide inspection services during the construction phase of each project.
7. State will reimburse Agency for construction contractor payments within ten (10) working days of receipt of payment request from Agency. Once State's Regional Local Agency Liaison has received invoice from Agency, State's Regional Local Agency Liaison shall forward the invoice to State's Financial Services Office for payment. Receipt of payment requests shall include the items listed in paragraph six (6) of the "Finance" Section of this Agreement.
8. Agency shall prepare contract and bidding documents, advertise for bid proposals, award all contracts, and conduct all contract administration. Upon Agency's award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract and making contractor payments.
9. Agency shall send State, within one (1) year following contract completion for construction, a final copy of "As Constructed" plans if a roadway project is on or affects the state highway system and for all bridge projects both on and off the state highway system where State has responsibility for inspection of such bridges.

Contract Claims and Contractor Change Orders

1. Agency shall follow Agency's procedures for contractor claims and Contract Change Orders as described in Agency's standards for federal-aid projects. Agency's contract specifications are required to include a process for dispute and claim resolution.
2. Agency cannot exceed any state or federal funding authorization without following State's process, and obtaining approval for an increase in project authorization.

3. FHWA retains approval authority over:
 - a. Waiver for Buy America provisions;
 - b. Any sensitive or controversial change, or any change for which FHWA review and approval is specifically requested;
 - c. Changes to scope of work or extension of project limits shown in the project documents previously approved by FHWA; and
 - d. Changes that affect environmental mitigation or commitments.

4. State retains approval authority over certain changes to the project. The notification of proposed changes must be sent to State's Regional Local Agency Liaison for approval prior to the Agency approving a Contract Change Order in any of the following areas:
 - a. Changes which affect environmental mitigation classification or commitments;
 - b. Right of way access control on or impacting State's facilities;
 - c. Changes in the scope of work or extension of the contract limits shown in the project documents approved by State and FHWA;
 - d. Any contract change altering the DBE goals or requirements;
 - e. Any impact or changes to traffic mobility including width, height, weight, length, access to the route or additional travel delay on or impacting State's facilities; and
 - f. Any change(s) resulting in less than AASHTO Design Standards for projects on the NHS.

Railroads

Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Regional Local Agency Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR Part 140 Subpart I, and Title 23 Part 646 Subpart B shall be included in the total project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and at project expense, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

Utilities

Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Regional Local Agency Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison. Only those utility relocations which are eligible for reimbursement under the FAPG, Title 23 CFR Part 645 Subpart A and B, shall be included in the total project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties. (Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.)

Maintenance Responsibilities

Agency shall, upon completion of each project, maintain, operate and provide power as needed to operate the projects at its own cost and expense for the useful life of each project. The useful life of each project shall be identified as eight (8) years for pavement overlay projects and twenty years (20) for all other projects, unless otherwise indicated in the individual Supplemental Project Agreements. In the event a project will include or affect a state highway, this provision does not address maintenance of that state highway.

General Provisions

1. Agency further agrees to comply with all applicable Civil Rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
2. Agency agrees and understands that it will conduct all contracting in compliance with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS Chapters 279A, 279B, and 279C, the provisions of ORS 279C.505, 279C.515, 279C.520, 279.530, and 279B.270, Title 2 CFR Part 225; Title 23 CFR Parts 1.11, 140, 635, 710, and 771; Title 49 CFR Parts 18, 24 and 26; and OMB CIRCULAR NO. A-133; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, provisions of the FAPG, *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*, *Local Contract Review Board Contracting Rules*, and Agency's applicable contracting rules of procedure adopted, pursuant 279A.060 and 279A.065(5). State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim, and not by reference.
3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, USDOT Office of Inspector General, FHWA, any other federal government agency, and their duly authorized representatives shall have access to such fiscal records and other books, project documents, papers, plans and writings of Agency pertaining to work covered by the Supplemental Project Agreements to perform examinations and audits and make excerpts and transcripts. Agency is responsible for using its procedures, as approved by State, for project documentation and long term retention of project documentation. In all contracts, Agency shall expressly require that the contractor and subcontractor(s) maintain the records and keep the records accessible and available at reasonable times and places for a minimum period of six (6) years from the date of final payment under the contract or subcontract or until the conclusion of any audit, controversy or litigation arising out of or related to the contract, whichever date is later, unless a different period is required by law. See the Secretary of State's Retention Schedule; e.g. OAR Chapter 166, Division 150 for counties and Division 300 for state agencies. This shall include, but is not limited to:

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- a. daily work records;
 - b. quantity documentation;
 - c. material invoices and quality documentation;
 - d. certificate of materials origin;
 - e. process control records;
 - f. project diary;
 - g. erosion control reports;
 - h. temporary protection and direction of traffic reports;
 - i. foreign steel summary;
 - j. test results; and
 - k. inspection records to ensure that projects are completed in conformance with approved plans and specifications.
4. Agency shall retain and keep all files and records for a minimum of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR Part 18 Subpart 42).

Agency and State Indemnifications

CONTRIBUTION

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

3. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement and Supplemental Project Agreements. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

INDEMNIFICATION

1. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.
2. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

3. Agency, subject to any limitations imposed by State law and the Oregon Constitution, agrees that on all projects where Agency is contracting for services pursuant to this Agreement or performing project management for the project to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all contract related claims and suits, including but not limited to all contract claims brought by any contractor arising out of the contractor's work, Agency's supervision of any individual project, or Agency's failure to comply with the terms of this Agreement and Supplemental Project Agreements.

Insurance

1. Agency shall require its contractor(s) to list the State of Oregon, Oregon Transportation Commission and its members, and Department of Transportation, its officers and employees, as additional insured in the insurance certificates required of contractor(s) under any contract. Prior to Notice to Proceed, contractor shall provide insurance certificates to Agency. For railroad insurance, the maximum dollar amounts of coverage to be reimbursed for federal funds with respect to bodily injury, death and property damage is limited to a combined amount of two million dollars (\$2,000,000) per occurrence with an aggregate of six million dollars (\$6,000,000) applying separately to each annual period. FHWA must approve any exceptions to the maximum railroad protective insurance limits. Agency should contact local railroad for insurance requirements. The insurance coverages shall be in effect for the life of the contract.
2. Agency shall include State as a third party beneficiary in the specifications of Agency's construction contract on any projects, with express authority to enforce the terms and conditions of the contract.

Workers' Compensation Coverage

All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand dollars (\$500,000) must be included. Agency shall ensure that each of its contractors complies with these requirements.

Termination

1. This Agreement or Supplemental Project Agreements may be terminated by mutual written consent of both Parties.
2. State may terminate or rescind this Agreement or Supplemental Project Agreements if Agency fails to comply with the requirements of the above-mentioned agreements, and after receipt of written notice from State, fails to correct such compliance issue within ten (10) days or such longer period as State may authorize.
3. State may terminate this Agreement or Supplemental Project Agreements effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

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- a. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make federal fund reimbursements to Agency as provided under the Certification Program.
 - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Certification Program is prohibited or State is prohibited from reimbursing Agency with federal funds.
4. Any termination of this Agreement or Supplemental Project Agreements shall not prejudice any rights or obligations accrued to the Parties prior to termination.

Lobbying Restrictions – pursuant to Form FHWA-1273, Required Contract Provisions

1. Agency certifies by signing the Agreement that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, for each Supplemental Project Agreement, Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
 - d. 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 Title 31, USC Section 1352.
 - e. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

Signature Authorities

1. Agency agrees that it has the means to provide adequate expertise and has support staff available to perform the functions being subdelegated. The support staff may include consultants or state services. Agency shall ensure that any contracts entered into with consultants, contractors or subcontractors shall adhere to the same requirements as those required of Agency under this Agreement.
2. Agency's approval authorities for any work performed by Agency under conditional certification, and after final certification has been granted, shall be identified in a letter to be provided to State. The letter must be sent to State's Certification Program Manager upon execution of this Agreement. If any of the titles identified by Agency as having approval authority change, Agency shall immediately send a new letter to State's Certification Program Manager and State's Region Manager identifying all the Parties by title that have approval authority. State's Certification Program Manager will provide a copy of any updates to the State's Regional Local Agency Liaison. Agency agrees that the signatures on each project prospectus, Supplemental Project Agreement, contract, and all project development phases shall adhere to said approval authority.
3. Agency and State certify and represent that the individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency and State.
4. The provisions of this Agreement shall apply to all federal-aid Supplemental Project Agreements Agency enters into with State. If needed, and agreed to by both State and Agency, the provisions of this Agreement may be modified by use of special provisions in the Supplemental Project Agreements. In the event of a conflict, the Supplemental Project Agreement shall control over this Agreement.
5. This Agreement may be executed in several counterparts (facsimile or otherwise) 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 this Agreement so executed shall constitute an original.
6. This Agreement and the attached and incorporated exhibits constitute the entire agreement between the Parties on the subject matter hereof. Supplemental Project Agreements will incorporate this Agreement and the exhibit(s) for purposes of those specific projects. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

AGENCY OF LINN COUNTY, acting by and through its elected officials

By _____
Title: Roger Nyquist, Chairman, Board of Commissioners

Date 7.22.2014

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Agency Legal Counsel

Date 7-16-14

Agency Contact:

Chuck Knoll
Linn County – Road Department
3010 Ferry Street SW
Albany, OR 97322
541-967-3919
cknoll@co.linn.or.us

State Contact:

Lee Cronemiller, Local Agency Liaison
ODOT – Transportation Region 2
455 Airport Road SE, Building B
Salem, OR 97301
503-986-2779
lee.m.cronemiller@odot.state.or.us

STATE OF OREGON, acting by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Certification Program Manager

Date _____

By _____
Region 2 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

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THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

AGENCY OF LINN COUNTY, acting by
and through its elected officials

By [Redacted]
Title: Roger Nyquist, Chairman, Board of Commissioners

Date 7.22.2014

APPROVED AS TO LEGAL
SUFFICIENCY

By [Redacted]
Agency (Legal Counsel)

Date 7-16-14

Agency Contact:

Chuck Knoll
Linn County - Road Department
3010 Ferry Street SW
Albany, OR 97322
541-967-3919
cknoll@co.linn.or.us

State Contact:

Lee Cronemiller, Local Agency Liaison
ODOT - Transportation Region 2
466 Airport Road SE, Building B
Salem, OR 97301
503-986-2779
lee.m.cronemiller@odot.state.or.us

STATE OF OREGON, acting by and
through its Department of Transportation

By [Redacted]
Highway Division Administrator

Date 8/13/14

APPROVAL RECOMMENDED

By [Redacted]
Certification Program Manager

Date 8-11-14

By [Redacted]
Region 2 Manager

Date 08-09-14

APPROVED AS TO LEGAL
SUFFICIENCY

By [Redacted]
Assistant Attorney General

Date 8/12/14

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STATE OF OREGON
DEPARTMENT OF TRANSPORTATION

Agency is fully Certified in the following functional areas as marked below:

- Design
- Bridge Design
- Advertise, Bid and Award
- Construction Contract Administration

Agency is seeking Certification status in the following functional areas as marked below:

- Consultant Selection

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After recording, return to:

EXHIBIT A
MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF FEDERAL ASSISTANCE
[State Recording Authority: ORS 93.710 and ORS 205.130(2)]

Agreement Number:
Project Name:
Key Number:

Supplemental Project Agreement No. _____ between the *(Insert Agency Name)* and the State of Oregon, Department of Transportation was executed on _____. Pursuant to paragraph _____, Agency Obligations, page _____ of the Supplemental Project Agreement, upon the recording of this document, the *(Insert Agency Name)* received federal funds for the Project described in the Supplemental Project Agreement. The property and assets under the jurisdiction of the *(Insert Agency Name)* were improved with the assistance from the United States Government. Such assistance was provided to *(Insert Agency Name)*, in reimbursement of costs associated with the *(Insert Agency Name)*. The use and disposition of said property is subject to the terms of the above noted Supplemental Project Agreement, copies of which may be obtained from the Director of ODOT and is also subject to 49 CFR Part 18. A description of the improved property is attached.

(Insert Agency Name)

By: _____ (Notary Stamp)
(Name of person)

Title: _____

State of Oregon: County of _____

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____ (Notary Stamp)

Title: Active Transportation Section Manager

Signed or attested before me on _____ by _____
(Date) (name(s) of person(s))

_____ My commission expires on _____.

Oregon Department of Transportation; 555 13th St. NE, Suite 2, SE; Salem, OR 97301.