

CONTRACT
OREGON DEPARTMENT OF TRANSPORTATION
A & E Related Services

CONTRACT NO. [REDACTED]

PROJECT NAME: [REDACTED]

DBE (Contract includes federal funds: Y [REDACTED] N [REDACTED])	DBE Goal – 0%	
Certified Small Business Aspirational Target (for State-only funded and Contract will exceed \$100,000, including as amended; see Exhibit K)	N/A	
Expenditure Account (“EA”) #: [REDACTED]	ODOT Key #: [REDACTED]	Federal Aid #: [REDACTED]

This Contract is between the State of Oregon, acting by and through its Department of Transportation, hereafter called “Agency” or “ODOT,” and [REDACTED] [OPTION 1: if Consultant is entering into this contract as an individual/sole proprietor, enter name and include DBA if applicable. OPTION 2 If Consultant is entering into this contract as a Corporation, LLC, or partnership, enter legal name as provided to IRS and include DBA if applicable.] a [REDACTED] [Enter state of incorporation and “corporation” if it is a corporation or the state of organization and “LLC” or “Partnership”, whichever is applicable, if it is an LLC or partnership. Delete Option 1] (“Consultant”). Agency and Consultant together are referred to as “Parties” and individually referred to as “Party.” Agency’s designated “Contract Administrator” and Consultant’s Key Personnel for this Contract are identified in **Exhibit J – Contact Information and Key Persons**.

For purposes of this Contract:

- a) “business days” means calendar days, excluding Saturdays, Sundays and all State of Oregon recognized holidays;
- b) “calendar days” means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State of Oregon holiday or other day;
- c) “days” means calendar days;
- d) “Professional Services” means “personal services” as defined in ORS 279C.100 and include Related Services, including the appraisal and other Services under this Contract;
- e) “recommend”, “recommended” and “recommendation” of appraisals as they relate to Agency’s assessment of appraisals means Agency agrees with the conclusions of the appraisal and Agency thinks the appraisal can be reasonably used to assist with determining just compensation and appropriate offers to property owners;
- f) “Related Services” is defined in ORS 279C.100; and
- g) “State” means State of Oregon.

1. Contract Effective Date and Term.

This Contract is effective on the date it has been signed by the Parties and all required State of Oregon approvals have been obtained. The project for which Agency requires Consultant’s Services is described in **Exhibit SOW – Statement of Work** (the “Services”). Consultant shall perform its obligations according to this Contract through final completion of the Services unless this Contract is terminated or suspended. Unless otherwise amended or terminated, this Contract shall expire [Enter Service End Date with enough time to cover the possibility of Consultant needing to provide services for

condemnation-related services]. The required schedule for performance under the Contract is specified in the Statement of Work.

2. Statement of Work.

Consultant shall perform all Services and deliver all deliverables as described in **Exhibit SOW – Statement of Work**. Consultant shall not provide any Services until this Contract has been signed by all Parties, all necessary State of Oregon approvals have been obtained, and Agency has issued a notice to proceed to Consultant.

3. Compensation.

The maximum amount payable to Consultant under this Contract, which includes the total fixed amount for appraisal or appraisal review fees, \$, the maximum not-to-exceed amount for condemnation-related contingency Services, \$, and the \$ amount of any allowable and reimbursable expenses for condemnation-related contingency Services, is [Enter amount that is equal to the sum of Total Fixed Appraisal Fees in Schedule of Appraisals outlined in **Exhibit SOW** and, if included, the amount for condemnation-related contingency services, and, if included, the amount for fees and travel costs associated with the condemnation-related services] \$, as detailed further in **Exhibit SOW – Statement of Work**, and **Exhibit B – Compensation**. [If this contract was awarded as a Direct Appointment, include the following two sentences that are highlighted in blue. If not, DELETE] This Contract was awarded as a Direct Appointment pursuant to OAR 731-148-0200 (1). Amendments to increase the maximum amount payable are subject to limitations and additional requirements as provided in that rule. The payment methodology and basis for payment to Consultant is described in **Exhibit B – Compensation**. Fees and travel expenses for condemnation-related contingency Services, must be authorized separately by Agency

4. Contract Documents.

a. Exhibits Attached and Incorporated

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

- (i) Exhibit SOW – Statement of Work
- (ii) Exhibit B – Compensation
- (iii) Exhibit C – Insurance
- (iv) Exhibit D – Title VI Non-Discrimination Provisions
- (v) Exhibit E.1 – Disadvantaged Business Enterprise (DBE) Provisions, No-Goal [If the project by which Contract is being executed is programmed with no federal funds, label (v) as Reserved]
- (vi) Exhibit F – Appraisal or Appraisal Review Specification Worksheet
- (vii) Exhibit G – Consultant Evaluation
- (viii) Exhibit H – Conflict of Interest Disclosure
- (ix) Exhibit J – Contact Information and Key Persons

b. Exhibits Incorporated by Reference from Website(s).

This Contract includes the following exhibits, each of which, although not physically attached, is incorporated by this reference into this Contract with the same force and effect as though fully set forth herein:

- (i) Exhibit I – Reserved

(ii) Exhibit K – Certified Small Business Aspirational Target Provisions [If the project by which Contract is being executed is programmed with any portion as federal funds, label (ii) as Reserved].

The full text of the above referenced exhibits may be reviewed and downloaded on line at the following address: <http://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>

5. Order of Precedence.

Unless a different order is required by law, this Contract shall be interpreted in the following order of precedence:

1. This Contract (including all amendments, if any) less all attachments, exhibits and other material incorporated into this Contract by reference;
2. Exhibit SOW – Statement of Work
3. Exhibit B – Compensation
4. Exhibit F – Appraisal or Appraisal Review Specification Worksheet
5. Exhibit C – Insurance
6. Exhibit H – Conflict of Interest Guidelines and Disclosure Process
7. Exhibit D – Title VI Non-Discrimination Provisions
8. Exhibit G – Consultant Evaluation
9. Exhibit E.1 – Disadvantaged Business Enterprise ("DBE") Provisions, No-Goal
10. Exhibit J – Contact Information and Key Persons
11. Exhibit K – Certified Small Business Aspirational Target Provisions

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

- a. Consultant, by its signature on the Contract, certifies that it is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779, which is available at the following link: <https://www.irs.gov/pub/irs-pdf/p1779.pdf>. Consultant shall perform all required Services as an independent contractor. Although Agency reserves the right (i) to determine the delivery schedule (as mutually acceptable to ODOT and Consultant) for the Services to be performed and (ii) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265.
- b. Consultant, by its signature on the Contract, certifies that: (i) Consultant and, to the best of its information, knowledge and belief, its Associates are in compliance with the **ODOT Conflict of Interest Guidelines** (as may be revised from time to time by Agency) available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>, and (ii) if submittal of a Conflict of Interest Disclosure Form is required, the information Consultant provided through the Conflict of Interest Disclosure Form is true, accurate and complete as of the Contract effective date or if not, Consultant has submitted to Agency a Conflict of Interest Disclosure Form in the form required by Agency that is updated, true, accurate and complete as of the Contract effective date. In addition, Consultant shall submit to Agency a true, accurate and complete Conflict of Interest Disclosure Form, in the form required by Agency, no later than 10 business days following the date Consultant becomes aware of any staffing, organizational or other material changes that result in nonconformance with disclosure requirements of the ODOT Conflict of Interest Guidelines.

- c. Consultant shall be responsible for all federal or state taxes applicable to compensation or payments paid to Consultant under the Contract and, unless Consultant is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligations. Throughout the duration of the Contract, Consultant shall submit an updated W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) to Agency whenever Consultant's backup withholding status or any other information changes. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Consultant under the Contract, except as a self-employed individual.
- d. Consultant shall not be responsible for or have control over the means, manner, methods or techniques required of or used by other consultants or contractors under contract with Agency who are performing services or construction work on projects within the scope of the Contract, unless otherwise expressly agreed to in writing by the Parties. The Parties agree, however, that these Section 6.d. provisions do not in any way revise or adjust Consultant's professional responsibility to report to Agency any information pertaining to a project, or to performance by other consultants or contractors on a project, that would adversely affect Agency or a particular project, to the extent any such information may come to the attention of Consultant during the performance of Services within the scope of the Contract.

7. Subcontracts and Assignment; Successors and Assigns.

- a. Consultant shall obtain Agency's written consent prior to entering into any subcontracts for any of the Services required by the Contract, or in any manner assigning, selling or transferring any of its rights or interest under the Contract or delegate any of its duties or performance under the Contract. In addition to any other provisions Agency may require, Consultant shall include, in any permitted subcontract under the Contract, contractual provisions that shall require any subcontractor (which may also be referred to as "subconsultant") to comply with Sections 10, 11, 12, 13, 14, 17, 24, and 29 of these Contract provisions and the limitations provided in **Exhibit B – Compensation**, in the performance of the subcontractor's Services on the project that is the subject of the Contract, as if the subcontractor were Consultant. Agency's consent to any subcontract shall not relieve Consultant of any of its duties or obligations under the Contract, including with respect to any Services, whether performed or to be performed by Consultant or a subcontractor.
- b. The provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.
- c. Any purported assignment, delegation or disposition in violation of subsection a. above is prohibited, whether voluntary or involuntary, by merger, consolidation, stock transfer, asset sale, change in control, dissolution, operation of law, or by any other manner. Any purported assignment, delegation, or disposition in violation of subsection a. above is void.

8. No Third Party Beneficiaries.

Agency and Consultant are the only Parties to the Contract and are the only Parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name in the Contract and expressly described as intended beneficiaries of the terms of the Contract.

9. Funds Available and Authorized; Payments.

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

10. Representations and Warranties.

a. Consultant's Representations and Warranties.

Consultant represents and warrants to Agency that (i) Consultant has the power and authority to enter into and perform the Contract, (ii) the Contract, when executed and delivered is a valid and binding obligation of Consultant, enforceable in accordance with its terms, (iii) the Services under the Contract will be performed in accordance with the professional standard of care set forth in Section 11 below; (iv) Consultant is duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, is duly qualified and professionally competent to perform the Services; (v) Consultant is an experienced firm having the skill, legal capacity, professional ability and resources necessary to perform all the Services required under the Contract; and (vi) Consultant has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

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

11. Professional Standard of Care; Responsibility of Consultant.

a. Professional Standard of Care.

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

b. Responsibility of Consultant.

- (i) Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all appraisals completed, and other Services and deliverables furnished by Consultant under the Contract. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its appraisals and other Services and deliverables.
- (ii) Agency's review, recommendation, approval or acceptance of, or payment for, the Services required under the Contract shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and Consultant shall be and remain liable to Agency in accordance with applicable law for all damages to Agency caused by Consultant's negligent performance of any of the Services furnished under the Contract or negligent failure to perform any of the Services under the Contract.
- (iii) The rights and remedies of Agency provided for under the Contract are in addition to any other rights and remedies provided by law.

- (iv) If Consultant is comprised of more than one legal entity (for example, a joint-venture or partnership), each such entity shall be jointly and severally liable under the Contract.
- (v) **RESERVED**

12. Ownership of Work Product.

- a. Definitions.** The following terms have the meanings set forth below:
 - (i) “Consultant Intellectual Property” means any intellectual property owned by Consultant and developed independently from the Contract.
 - (ii) “Third Party Intellectual Property” means any intellectual property owned by parties other than Agency or Consultant.
 - (iii) “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item, and all intellectual property rights therein, that Consultant is required to deliver to Agency pursuant to the Contract.
- b. Work Product.** All Work Product created by Consultant pursuant to the Contract, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire,” shall be the exclusive property of Agency. Agency and Consultant agree that Work Product that constitutes original works of authorship (the “Original Work Product”) is “work made for hire” of which Agency is the author within the meaning of the United States Copyright Act. If for any reason Original Work Product created pursuant to the Contract is not “work made for hire,” Consultant hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Original Work Product created pursuant to the Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency’s reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Original Work Product in Agency. Consultant forever waives any and all rights relating to Original Work Product created pursuant to the Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. However, see Sections 12.c, 12.d, 12.e and 12.f immediately below, for provisions applicable to Consultant Intellectual Property, Third Party Intellectual Property, Consultant Intellectual Property derivative works and Third Party Intellectual Property derivative works.
- c. Consultant Intellectual Property.** In the event that any Work Product is Consultant Intellectual Property or a derivative work based on Consultant Intellectual Property or a compilation that includes Consultant Intellectual Property, or in the event any Consultant Intellectual Property is needed by Agency to reasonably enjoy and use any Work Product, Consultant hereby grants to Agency an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Consultant Intellectual Property and the pre-existing elements of the Consultant Intellectual Property employed in the Work Product, including the right of Agency to authorize contractors, consultants and others to do the same on Agency’s behalf. At the request of Consultant, Agency shall take reasonable steps to protect the confidentiality and proprietary interests of Consultant in any Consultant Intellectual Property licensed under this Section, within the limits of the Oregon Public Records Law (ORS 192.311 through 192.478) and the Oregon Uniform Trade Secrets Act (ORS 646.461 to 646.475).
- d. Third Party Intellectual Property.** In the event that Work Product is Third Party Intellectual Property or a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, or in the event any Third Party Intellectual Property is

needed by Agency to reasonably enjoy and use any Work Product, Consultant shall secure on Agency's behalf and in the name of Agency, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, including the right of Agency to authorize contractors, consultants and others to do the same on Agency's behalf.

- e. **Limited Agency Indemnity.** To the extent permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.400, Agency shall indemnify and hold Consultant harmless from liability arising out of Agency's re-use or alteration of the Work Product.
- f. **Consultant Use of Work Product.** Notwithstanding anything to the contrary in this Section 12, Consultant may refer to the Work Product in its brochures or other literature that Consultant uses for advertising purposes and, unless specified otherwise in **Exhibit SOW – Statement of Work** and Delivery Schedule, Agency hereby grants to Consultant a non-exclusive, non-transferable, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Agency-owned Work Product on other unrelated projects, except for any "Confidential Information" protected from disclosure under the provisions of Section 13 below, pertaining to Confidentiality and Non-Disclosure.

13. Confidentiality and Non-Disclosure.

- a. **Confidential Information.** Consultant acknowledges that it and its employees and agents may, in the course of performing their responsibilities under the Contract, be exposed to or acquire information that is confidential to Agency. Any and all information that Agency provides to Consultant or its employees or agents in the performance of the Contract that Agency designates as confidential (either on the document itself or through related correspondence), as well as all reports and other documents and materials (including software) that result from Consultant's use of such information and any other Work Product that Agency designates as confidential, is deemed to be confidential information of Agency ("Confidential Information"). Confidential Information does not include information that (i) is or becomes (other than by disclosure by Consultant) publicly known; (ii) is furnished by Agency to others without restrictions similar to those imposed by the Contract; (iii) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under the Contract; (iv) is obtained from a source other than Agency without the obligation of confidentiality, (v) is disclosed with the written consent of Agency, or; (vi) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.
- b. **Non-Disclosure.** Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and shall not, without Agency's prior written consent, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever, other than the provision of Services to Agency hereunder. Consultant shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use reasonable efforts to assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Consultant shall advise Agency immediately if Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms this

Section 13(b), and Consultant shall, at its expense, cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency against any such person. Consultant agrees that, except as directed by Agency, Consultant shall not at any time during or after the term of the Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with the Contract, and that upon termination of the Contract or at Agency's request, Consultant shall turn over to Agency all documents, papers, and other matter in Consultant's possession that embody Confidential Information. In the event Consultant is required to disclose Confidential Information pursuant to a subpoena or other legal process, Consultant shall notify Agency of such subpoena or other legal process, provide Agency with copies of any subpoena, other legal process and any other written materials supporting the subpoena or other legal process, and otherwise cooperate with Agency in the event Agency decides to oppose the disclosure of the Confidential Information. In the event Agency decides not to oppose such subpoena or other legal process or Agency's decision to oppose the subpoena or legal process has not been successful, Consultant shall be excused from the confidentiality provisions of this Section, to the extent necessary to meet the requirements of the subpoena or other legal process controlling the required disclosure.

14. INDEMNITY.

A. CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY. Consultant shall indemnify, defend, save, and hold harmless the State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of Consultant or its subcontractors, or their respective agents or employees, under the Contract.

B. CLAIMS FOR PROFESSIONAL LIABILITY.

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

C. INDEMNITY FOR INFRINGEMENT CLAIMS. Without limiting the generality of section 14.A or 14.B, Consultant expressly agrees to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation and their agencies, subdivisions, officers, directors, agents, and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of or relating to any claims that Consultant's Services, the Work Product or any other tangible or intangible items delivered to agency by Consultant that may be the subject of protection under any state or federal intellectual property law or doctrine, or Agency's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that state shall provide Consultant with prompt written notice of any infringement claim. Provided, however, Consultant shall not be obligated to indemnify, defend, save and hold harmless the state and agency under this section 14.C, based solely on the following:

Consultant's compliance with Agency specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by Agency.

- D. DEFENSE QUALIFICATION.** Notwithstanding Consultant's foregoing defense obligations, neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Consultant is prohibited from defending the State of Oregon, or that Consultant is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Consultant if the State of Oregon elects to assume its own defense.
- E. AGENCY'S ACTS OR OMISSIONS.** This Section 14 does not include indemnification by Consultant of the State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation and its officers agents and employees, for the acts or omissions of the State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation and its officers agents and employees, whether within the scope of the Contract or otherwise.

15. Insurance.

Consultant shall carry insurance as indicated on **Exhibit C**.

16. Termination.

- a. Termination by Mutual Consent.** The Contract may be terminated at any time, in whole or in part, by mutual written consent of the Parties.
- b. Agency's Right to Terminate for Convenience.** Agency may, at its sole discretion, terminate the Contract, in whole or in part, upon 30 calendar days prior written notice to Consultant.
- c. Agency's Right to Terminate for Cause.** Agency may terminate the Contract, in whole or in part, immediately upon written notice to Consultant or at such later date as Agency may establish in such notice, upon the occurrence of any of the following events:
- (i) Agency fails to receive appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for Consultant's Services;
 - (ii) Federal, State or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under the Contract are prohibited or Agency is prohibited from paying for such Services from the planned funding source;
 - (iii) Consultant no longer holds any license or certificate that is required to perform the Services;
 - (iv) Consultant has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State; or
 - (v) Consultant commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under the Contract, fails to perform the Services under the Contract within the time specified or any extension thereof, or so fails to perform the Services as to endanger Consultant's performance under the Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after Agency's notice to Consultant, or such longer period as Agency may specify in such notice.
- d. Consultant's Right to Terminate for Cause.**

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

e. Remedies.

- (i) In the event of termination pursuant to Sections 16(a), 16(b), 16(c)(i), 16(c)(ii) or 16(d), Consultant's sole remedy (except as otherwise required by applicable state or federal law) shall be a claim for the sum designated for performing the Services multiplied by the percentage of Services completed and recommended by Agency (with recommendation by Agency not to be unreasonably withheld), less previous amounts paid and any claim(s) which state has against Consultant, except in the event of a termination under Section 16(c)(i) where no payment will be due and payable for Services performed or costs incurred after the last day of the current appropriations or limitations, consistent with Section 9, Funds Available and Authorized; Payments. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay all excess to Agency upon demand.
- (ii) In the event of termination pursuant to Section 16(c)(iii) or 16(c)(iv), Agency shall have any remedy available to it in law or equity. If it is determined for any reason that Consultant was not in default under Section 16(c)(iii) or 16(c)(iv), the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 16(b).
- (iii) In the event Consultant is in default under Section 16(c)(iv), Agency may:
 - 1. Undertake collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State. Offsets or garnishment may be initiated after Consultant has been given notice if required by law.
 - 2. Pursue any or all of the remedies available under the Contract, at law, or in equity.
- (iv) These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever, to the extent the remedies are not inconsistent.

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

17. Records Maintenance; Access.

Consultant, and its subconsultants, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Consultant shall maintain all other records pertinent to the Contract and the project and shall do so in such a manner as to clearly document Consultant's performance. Agency, the Oregon Secretary of State's Office, the federal grantor agency, the Comptroller General of the United States, and their duly authorized representatives shall have access, and Consultant shall permit the aforementioned entities and individuals access, to such fiscal records and other books, documents, papers, plans and writings of Consultant that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

18. Performance Evaluations.

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

19. Compliance with Applicable Law.

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

20. Permits and Licenses.

- a. **Permits and licenses to conduct business.** Unless otherwise specified in **Exhibit SOW – Statement of Work**, Consultant shall obtain, hold, maintain and fully pay for during the term of the Contract all permits and licenses required by law for Consultant to conduct its business and perform the Services under the Contract.
- b. **Reserved.**

21. Foreign Contractor.

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

22. Force Majeure.

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

23. Survival.

All rights and obligations shall cease upon termination or expiration of the Contract, except for the rights and obligations set forth in Sections 5, 10, 11, 12, 13, 14, 16(e), 16(f), 17, 23, 24, 28 and 29 and all other rights and obligations which expressly or by their nature or context are intended to survive.

24. Time is of the Essence.

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

25. Notice.

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

26. Severability.

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

Contract did not contain the particular term or provision held to be invalid. In such event, the Parties shall negotiate in good faith to agree on replacement language for the offending term or provision that will be consistent with the purposes of the Contract.

27. Counterparts.

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

28. Dispute Resolution Process.

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

29. Governing Law; Venue; Consent to Jurisdiction.

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

30. Amendments

- a. Changes via Amendment.** Agency may amend the Contract to the extent permitted by applicable statutes and administrative rules and as mutually agreed upon by Agency and Consultant. Agency may agree to appropriate increases in the maximum compensation payable under the Contract, should any Agency-approved increase occur in the scope, character, schedule or complexity of Services as outlined in the SOW. Consultant shall not commence any Services authorized under an amendment, and the amendment is not effective, unless it is in writing signed by the Parties and all approvals required by applicable law have been obtained.
- b. Changes via Electronic Amendment.** The following amendments to this Contract, when such amendments do not include changes to scope of work or not-to-exceed amount of the Contract, may be accomplished by electronic amendment (sent via e-mail) that documents agreement by Consultant and Agency:

- (i) The addition of or change in Consultant's subcontractors or Key Staff approved by Agency under the Contract;
- (ii) Reserved;
- (iii) Reserved;
- (iv) Revisions to delivery schedule and Contract expiration date;
- (v) Revisions to designated Contract Administrator or Agency's Project Manager (APM).

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

31. False Claims.

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

32. Merger Clause; Waiver; Interpretation.

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

33. Certified Small Businesses.

Respecting certification as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that a veteran owns or an emerging small business under ORS 200.055, as and when applicable, Consultant shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications required by ORS 279A.107 as a material condition of the Contract. If Consultant or subcontractor was awarded the Contract or subcontract, as applicable, in the course of Agency carrying out an affirmative action goal, policy or program under ORS 279A.100, and Consultant or subcontractor fails to maintain the required certification, Agency may terminate the Contract, require Consultant to terminate the subcontractor, or exercise any of the remedies reserved for breach of the Contract (except as provided under ORS 279A.107(2)(c)). Consultant shall promptly provide written notice to Agency if Consultant or any of its subconsultants fail to maintain an applicable certification under this provision.

34. State Owned Assets.

All State owned assets, if any, in Consultant's possession must be promptly returned to Agency when the Services are complete, when the Contract is terminated, or when requested by Agency, whichever occurs first.

35. Electronic Signatures.

The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the PA, WOCs and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties.

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

Contract Number: [REDACTED]

Consultant's Legal, tax filing Company Name: [REDACTED]

Consultant's Address: [REDACTED]

CERTIFICATION:**A. Any individual signing on behalf of Consultant hereby certifies under penalty of perjury:**

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

B. Any individual signing on behalf of Consultant hereby certifies they are authorized to sign this Contract and that:

- (1) Consultant has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (2) Consultant understands and agrees that various Exhibits to the Contract are not physically attached, but are incorporated by reference in Section 4 and have the same force and effect as if fully set forth herein.
- (3) **Check one of the following two certifications as applicable** (the COI Guidelines and COI Disclosure Form are available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>):
 - (a) ☐ Consultant understands and has provided to all Associates the ODOT COI Guidelines and COI Disclosure Form. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the COI Guidelines and have no conflicts of interest, no ODOT employees hired within the last one-year period, and no other disclosures required per the COI Guidelines and COI Disclosure Form. "Associate" has the meaning provided in the COI Guidelines.
 - (b) ☐ All disclosures required, per the COI Guidelines and COI Disclosure Form, for Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates (as defined in the COI Guidelines) have been indicated on the Conflict of Interest Disclosure Form(s) submitted regarding this Contract, and if determined necessary by Agency, a mitigation plan has been approved by Agency.
- (4) Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779.
- (5) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Contract constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Contract.

[Require the following certification for contracts that will exceed \$150,000 including as may be amended, except as follows: a contract over \$150,000 may be entered into without the certification for procurements under ORS 279B.075, 279B.080 or 279B.085 or when only one Proposal is received in response to the solicitation.]

- (6) Consultant certifies that Consultant has and gives employees a written notice of a policy and practice that meets the requirements described in ORS 279A.112. Such policy both prohibits and prescribes disciplinary measures for conduct that constitutes sexual harassment, sexual assault and discrimination against employees who are members of a protected class. Consultant agrees, as a

material term of the Contract, to maintain the policy and practice in force during the entire Contract term.

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

ODOT (Procurement Authority)

State Right of Way Manager or Delegate
Date

Print Name

CONSULTANT

Signature

Title

Date

EXHIBIT SOW – STATEMENT OF WORK

A. OVERVIEW of SERVICES

Assigned Appraiser or Appraisal Reviewer

[Enter the Appraiser or Appraisal Reviewer Name] , herein referred to as the “Assigned Appraiser or Appraisal Reviewer”, is eligible to conduct appraisal or appraisal review Services under the Right of Way Appraisal Services Program and this Contract and is currently an active member on Agency’s Qualified Appraiser List. The Assigned Appraiser or Appraisal Reviewer shall perform the Services described in this **Exhibit SOW** and in accordance with all standards and requirements set forth in this **Exhibit SOW**, or elsewhere in this Contract, or incorporated by reference. If Consultant is the employer of the Assigned Appraiser or Appraisal Reviewer, this Contract is between Agency and that employer Consultant, but the Consultant shall assign the Assigned Appraiser or Appraisal Reviewer to perform the Services under this Contract. Consultant shall not replace the Assigned Appraiser or Appraisal Reviewer without the prior written consent of Agency.

Purpose and Use of the Appraisal or Appraisal Review Report

ODOT Right of Way is responsible for the acquisition of properties needed for the construction of state transportation projects. Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 expands on the basic rights of property owners, requiring a public agency to appraise real property prior to its acquisition as a basis for determining just compensation. The types of property acquired vary greatly and include, but are not limited to, partial or entire acquisitions of small and large parcels of property which may have varying impacts (human and property) to commercial building structures, residential or multifamily homes, property improvements, personal property, access rights, and other specific elements of the property.

The Oregon Transportation Commission has directed and authorized the State Right of Way Manager to take all actions necessary to acquire the properties listed in the Schedule of Appraisals for the purposes of constructing the [Enter the Name of the project] transportation project. The State Right of Way Manager has authorized the Region [Enter Region Number] Right of Way Program Manager, [Enter Name of Region Right of Way Program Manager] , to execute all necessary policies and procedures outlined in the State Right of Way Manual in acquiring these properties.

As part of this process, Consultant shall provide appraisal or appraisal review Services to the Region Right of Way Office or Right of Way Headquarters for the purposes of creating an appraisal or appraisal review report, respectively, for each of the properties identified within the Schedule of Appraisals identified below. Each appraisal or appraisal review shall be completed in accordance to the Appraisal or Appraisal Review Specification Worksheet(s) provided in **Exhibit F**. The completed appraisal or appraisal review will be used, by the Agency, to establish the appropriate just compensation for each property, and enable the Region Right of Way Office to initiate negotiations with the property owner. As necessary, the appraisal will be used to defend offers made to property owners should the settlement be decided through condemnation proceedings. If authorized by Agency by a contingency notice-to-proceed (NTP), Consultant shall provide condemnation-related contingency Services in accordance to this **Exhibit SOW** to assist the Agency, and the Oregon Department of Justice, in defending any of the completed appraisals identified in the Schedule of Appraisals.

Agency may contract with Consultant under a separate contract for condemnation services to assist the Agency, and the Oregon Department of Justice, in defending any of the completed appraisals identified in the Schedule of Appraisals.

Each appraisal completed by Consultant will be reviewed by the Agency's Appraisal Review Team, or Agency's appraisal review consultant to ensure it meets appropriate appraisal standards and that there is agreement with the methodology used to establish the value of the subject property. Each appraisal review completed by Consultant will be reviewed by the Agency's Appraisal Review Team to ensure it meets appropriate appraisal review standards. As necessary, members of the Agency's Appraisal Review Team, Agency's appraisal review consultant, or both, will contact Consultant performing the appraisal to better understand the various elements of the appraisal in order to make an appropriate recommendation for establishing the property's just compensation.

Agency's General Expectations of Consultant

Consultant shall:

complete the Services identified in the Schedule of Appraisals by the identified due date and within the proposed fee;

schedule inspections with property owners and afford owners a 15-day period to prepare property and accompany appraiser, unless waived by owner;

conduct Services in accordance to the Statement of Work outlined in this **Exhibit SOW** and the Appraisal or Appraisal Review Specification Worksheet(s) (**Exhibit F**); and

complete the Services identified below in Condemnation-Related Contingency Services, as authorized by the Agency in a contingency notice-to-proceed, and in accordance with the hourly rate and total maximum not-to-exceed compensation established.

The anticipated Services include appraisals or appraisal reviews for files listed in the Schedule of Appraisals and Appraisal Reviews below and further detailed in the Appraisal or Appraisal Review Specification Worksheet(s) (**Exhibit F**). The fixed fee for each appraisal or appraisal review is identified in the Schedule of Appraisals and Appraisal Reviews. The total of all fixed appraisal and appraisal review fees, along with any condemnation-related contingency Services (including any amount for reimbursable travel costs), should equal the maximum not-to-exceed total amount payable to Consultant as identified in Section 3 of the Contract. Consultant shall complete each appraisal or appraisal review for no more than the specified fixed fee for that appraisal or appraisal review, and any Services necessary to complete an appraisal or appraisal review beyond the fixed fee for that appraisal or appraisal review shall be performed and completed by Consultant without additional compensation and at no additional cost to Agency.

Schedule of Appraisals and Appraisal Reviews

Below is a summary of the appraisal(s) Consultant agrees to complete, as well as the due date and fixed fee for each appraisal. These appraisals and subsequent appraisal reports will be conducted in accordance with this schedule and all other parts of **Exhibit SOW** and **Exhibit F**.

File Number	Description of the Services to be Performed or the Services to be Provided including specific information on property being appraised or appraisal being reviewed	Due Date	Appraisal Or Appraisal Review Fee
			\$
			\$
			\$
			\$
			\$
			\$
			\$
TOTAL OF FIXED APPRAISAL AND APPRAISAL REVIEW FEES			\$

Condemnation-Related Contingency Services

The appraisal(s) and related processes that are the subject of this Contract may or may not result in the need for condemnation-related contingency Services from Consultant. Condemnation-related Services are included in this Contract as contingency Services in the event they are needed. Consultant hereby agrees and commits to provide condemnation-related contingency Services on behalf of the Agency when authorized to do so by the Agency by a contingency notice-to-proceed, which typically would come from Agency's Appraisal Review Team or Region Right of Way office. Consultant's condemnation-related contingency Services may include, but are not limited to serving as an expert witness, preparing materials for submission to the court and testifying at hearings and at trial. The maximum not-to-exceed amount for condemnation-related contingency Services of \$, together with the maximum sum of \$ for reimbursable travel expenses, is **[Enter the total amount included in contract for condemnation-related contingency services and reimbursable travel expense]** \$

Consultant shall only proceed with condemnation-related contingency Services after Agency has issued a contingency notice-to-proceed. The notice will include a description of the required Services, the schedule for providing the Services, an agreed-to hourly rate for those Services and the agreed-to maximum not-to-exceed compensation (which cannot exceed the maximum not-to-exceed amount stated in the foregoing paragraph without an amendment to this Contract). The compensation amount for these contingency Services is specific to these contingency Services and may not be used or billed in relation to any other Services under this Contract. The stated maximum not-to-exceed compensation as it relates to any condemnation-related contingency Services will be based on an hourly rate to be negotiated with Consultant and stated within the contingency notice-to-proceed.

NOTE: Condemnation-related contingency Services that are necessary for the Schedule of Appraisals in this Exhibit may also be the subject of a contract between Consultant and the Oregon Department of Justice, or in some cases, may be the subject of an amendment to this Contract.

Agency Responsibilities

The Agency will provide an Appraisal or Appraisal Review Specification Worksheet (**Exhibit F**) for all of the appraisals or appraisal reviews identified in the Schedule of Appraisals or Appraisal Reviews. The Appraisal or Appraisal Review Specification Worksheet will provide specific information on what is required for each appraisal or appraisal review, as well as additional information regarding the specific property(ies) being appraised or the appraisals being reviewed that will better aid Consultant in completing the Services. There may be more than one Appraisal or Appraisal Review Specification Worksheet provided depending upon the uniqueness of each appraisal or appraisal review. The Appraisal or Appraisal Review Specification Worksheet will clearly reference each appraisal and appraisal review it applies to by providing the specific file number(s) at the top of the form (as provided in the Schedule of Appraisals or Appraisal Reviews in this **Exhibit SOW**).

The Agency, in addition to the contingency notice-to-proceed, may, either directly or with the assistance of the Oregon Department of Justice, provide written direction to Consultant prior to providing any condemnation-related contingency Services.

B. STANDARDS and GENERAL REQUIREMENTS

Appraiser Standards

Consultant commits to submit its independent, professional opinions of property value, using accepted appraisal or appraisal review principles, practices and techniques, and to the best of Consultant's knowledge, in accord with State and local laws, ordinances, rules and regulations.

Consultant additionally commits to providing a work product that complies with current Oregon Department of Transportation appraisal or appraisal review policy and procedures, as outlined in ODOT's Right of Way Manual; ODOT's Guide to Appraising Real Property; Uniform Appraisal Standards for Federal Land Acquisition, if applicable; and the Appraisal or Appraisal Review Specification Worksheet(s) (**Exhibit F**) included herein. If a conflict develops, the policies and procedures identified in ODOT's Right of Way Manual and Guide to Appraising Real Property shall be controlling.

Performance of Services

Time is of the essence in performance of this Contract. For appraisal reports, the date of valuation of each appraisal report shall be dated no more than thirty days (30) prior to receipt of the appraisal report by the Agency.

Each appraisal or appraisal review report is due to the Agency on the date stated in the Schedule of Appraisals or Appraisal Reviews for that appraisal or appraisal review. Unless an extension of time is authorized in writing by the Agency Contract Administrator, the provisions for assessment of liquidated damages and loss of the appraisal or appraisal review fee as specified below shall be assessed against the unpaid portion of the appraisal or appraisal review fee.

If Consultant fails to fulfill the terms of this Contract for an appraisal or appraisal review by the delivery due date for that appraisal, the Agency will be damaged and will assess, not as a penalty, but as liquidated damages, one percent (1%) per day of that portion of the appraisal fee for that appraisal or appraisal review that has not yet been paid, until a complete and acceptable appraisal or appraisal review is received by Agency, up to a maximum of 15% of the fee for that appraisal or appraisal review that has not yet been paid. It is agreed that it would be unduly burdensome and difficult for Agency to

demonstrate the exact dollar value of such damages. Consultant may be granted an extended delivery due date upon approval by the Agency, in which case the liquidated damages will not begin until expiration of the extended due date, or if Agency had begun assessing the liquidated damages before the extended due date was granted, the liquidated damages will stop until the extended due date has expired. An appraisal or appraisal review that is more than 15 days past the delivery due date is subject to the foregoing liquidated damages and at the discretion of the Agency may be rejected when delivery is offered by Consultant, in which case Consultant will not be entitled to any portion of the fee for that appraisal or appraisal review that has not yet been paid. Agency is not required to pay for less than complete and timely performance under this Contract.

If additional data or information or correction of an appraisal or appraisal review is requested of Consultant to bring the appraisal or appraisal review into compliance, Consultant shall provide an acceptable written response, or corrected and resubmitted appraisal or appraisal review if correction of an appraisal or appraisal review was required, within 15 days from the date of the Agency request, with no additional compensation to Consultant and at no additional cost to the Agency. At the discretion of the Agency, any corrections to the appraisal or appraisal review report will require either a complete new appraisal or appraisal review report along with two copies, or a revised appraisal or appraisal review report, directed by the Agency. It is further agreed that failure to respond within the time specified, without a written extension, or failure to provide requested information or the corrected appraisal or appraisal review as required, shall result in Consultant not being entitled to the any remaining portion of the appraisal or appraisal review fee.

As needed and authorized by the Agency, Consultant shall provide condemnation-related contingency Services as provided above for any completed appraisal or appraisal review identified in the Schedule of Appraisals or Appraisal Reviews.

Any disagreements as to performance of the Services or acceptability of an appraisal or appraisal review will be directed to the Agency Contract Administrator for recommendation and presentation to the Region Right of Way Program Manager to facilitate a resolution.

Compliance with Applicable Law

The level of documentation provided by Consultant shall be in compliance with Chapter 5 of ODOT's Right of Way Manual and "Guide to Appraising Real Property". Failure to meet these criteria is grounds for rejection of the appraisal or appraisal review.

Consultant shall follow ORS 35.346(3) which states, "Unless otherwise agreed to by the condemner and the owner, prior to appraising the property the condemner shall provide not less than 15 days written notice to the owner of the planned appraisal inspection. The property owner and designated representative, if any, shall be invited to accompany the condemner's appraiser on any inspection of the property for appraisal purposes." Written verification of the appraisal notice and offer to allow the owner to accompany Consultant on the inspection will be supplied separately to the Contract Administrator. Consultant is advised that owners will receive a copy of the appraisal as required in the statute.

Completion of the ODOT appraisal forms by Consultant does not necessarily meet all the requirements of the Appraiser Certification and Licensure Board (ACLB). It is Consultant's responsibility to include

any additional information needed to comply with the ACLB requirements, and to invoke jurisdictional exception when appropriate.

C. APPRAISAL FORMAT REQUIREMENTS FOR APPRAISAL SERVICES ONLY

The appraisal report is to be submitted on forms supplied by or in the format specified by ODOT in "The Guide to Appraising Real Property". If sufficient space has not been provided within the forms, add sheets and key them to the report. Supplemental data may be added at the end of the report.

No portion of this Contract, the appraisal notices, or contact report with the property owner shall be included in the appraisal report.

All notices to a property owner shall be copied and a copy sent to the Agency Contract Administrator.

Facts reported to Consultant by the property owner, that influence the value of the subject property should be noted in the body of the appraisal report. All other information, notices and contact reports shall be sent in a separate letter to the Agency Contract Administrator.

All appraisal reports must be reviewed by Consultant for spelling, math, grammar and other content errors before being submitted to Agency. If the appraisal report submitted to Agency is deemed unsatisfactory because of spelling, math, grammar or other content errors, Agency reserves the right to withhold payment until such corrections are completed and accepted.

D. TASKS, DELIVERABLES and SCHEDULE

Each Appraisal or Appraisal Review identified in the Schedule of Appraisals or Appraisal Reviews will be guided by an Appraisal or Appraisal Review Specification Worksheet (**Exhibit F**) that outlines the specific requirements for the Appraisal(s) or Appraisal Review(s). Consultant shall complete the Services in accordance to the Appraisal or Appraisal Review Specification Worksheet and deliver an appraisal or appraisal review report to the Agency Contract Administrator for review. There may be more than one Appraisal or Appraisal Review Specification Worksheet provided depending the uniqueness of each appraisal or appraisal review. The Appraisal or Appraisal Review Specification Worksheet will clearly reference each appraisal or appraisal review it applies to by providing the specific file number(s) at the top of the form (as provided in the Schedule of Appraisals or Appraisal Reviews in this **Exhibit SOW**).

Consultant shall submit the original appraisal or appraisal review report and two copies (three copies on legal files) of the appraisal or appraisal review to the Agency Contract Administrator, along with a signed copy of the Appraisal or Appraisal Review Specification Worksheet(s). Per **Exhibit B**, Consultant shall also deliver an invoice for the appraisal or appraisal review report. Upon final recommendation by Agency's Appraisal Review Team, the invoice will be processed for payment.

EXHIBIT B – COMPENSATION

A. METHODS OF COMPENSATION

Compensation for Appraisal Work.

Payment of 100% of the fixed fee identified in the Schedule of Appraisals or Appraisal Reviews for an appraisal or appraisal review will be processed when Agency's Appraisal Review Team has made a determination that the appraisal is "recommended".

For an appraisal with a project data book, payment of 40% of the fixed fee identified in the Schedule of Appraisals or Appraisal Reviews for that appraisal will be processed when Agency's Appraisal Review Team has approved the information. The remaining 60% of the fixed fee identified in the Schedule of Appraisals for that appraisal will be made when Agency's Appraisal Review Team has made a determination that the appraisal is "recommended".

Consultant shall complete all Services and provide all deliverables as described in the Contract. If the applicable compensation is exhausted, but Services or deliverables are not complete, Consultant shall complete the Services and deliverables as required by the Contract and provide them to Agency's satisfaction without additional compensation to Consultant and at no additional expense to Agency.

- **Discriminatory Wage Rates.** As required by ORS 279C.520, Consultant must comply with ORS 652.220 and shall not unlawfully discriminate against any of Consultant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Consultant's compliance with this section constitutes a material element of this PA and a failure to comply constitutes a breach that entitles Agency to terminate this PA and the WOC for cause.

Employee Compensation.

In accordance with ORS 279C.520, employees shall be paid at not less than time and one-half for all overtime worked and for work on legal holidays, except for individuals who are excluded from receiving overtime under personal services contracts pursuant to ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 20.

Employee Discussions Regarding Compensation.

As required by ORS 279C.520, Consultant shall not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

Compensation for Condemnation-Related Contingency Services.

If testimony or other condemnation-related contingency Services related to condemnation proceedings are authorized under this Contract or through any subsequent amendment to the Contract, payment for the Services will be based on the maximum per hour rates identified in **Exhibit SOW** of the Contract, up to the maximum not-to-exceed amount established for condemnation-related contingency Services in

the Contract. Payment for these Services will be processed when the Agency and the Oregon Department of Justice have validated the delivery of the Services.

B. TRAVEL

The fixed fee compensation for appraisal or appraisal review Services under the Contract includes all compensation and all travel, lodging, per-diem, and mileage expenses. Agency will not pay or reimburse Consultant additionally or separately for travel, lodging, per diem, or mileage expenses for any appraisal or appraisal review Services under the Contract.

Compensation for condemnation-related contingency Services as described in **Exhibit SOW**, may include reimbursement of travel costs if they are authorized under the Contract and if the travel is essential to the normal discharge of Agency's responsibilities and is related to official Agency business. Unless otherwise agreed when the condemnation-related contingency Services are authorized by a contingency notice-to-proceed from Agency, the following travel related expense provisions will apply to those Services.

In accordance with the Travel chapter of the Oregon Accounting Manual, available at the following web address: <https://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf>, all travel shall be conducted in the most efficient and cost-effective manner that results in the best value for the state. Personal expenses shall not be authorized at any time. The following guidelines shall apply to the Contract:

- The travel, lodging, and per diem rates referenced in this Section are the maximums that Consultant's estimate (or reimbursement, if applicable) may be based on. Travel rates other than those referenced in this Section may be negotiated in the Contract, however, under no circumstance shall travel, lodging and per diem rates exceed the maximums set forth by the State Controller in OAM 40.10.00.
- Mileage - All mileage approved by Agency will be reimbursed according to the rates set forth by the State Controller in OAM 40.10.00 that are in effect on the date when the travel occurs.
- Cost estimates for mileage, lodging and per diems for approved travel shall be based on the rates in effect on the date when the Contract is executed.
- Consultant shall submit receipts for travel-related expenses billed to Agency, such as but not limited to, lodging, rental vehicles, and air fare. If lodging is shared by two or more travelers, the lodging receipt must indicate the names of any travelers on official state business who shared the room.
- Multiple Concurrent Assignments –
 - Consultant (including subconsultants) may not include in cost estimate or seek reimbursement of full lodging costs or per diem rates (either short-term or long-term) for a given traveler for more than one appraisal on the same day.
 - Consultant (including subconsultants) mileage expense estimate and reimbursement must be based on actual distance traveled whether from home office, residence, other appraisal

site(s) in proximity to the appraisal, or from lodging accommodations used for appraisal assignment(s), whichever is less.

Short-Term Lodging and Per Diem.

Short-Term travel is defined as no more than 30 consecutive calendar days at the same location.

Consultant's (including subconsultants) return home for weekends or non-business related travel, does not break up the continuity of the assignment. The following shall apply to short-term lodging and per diem:

- Unless otherwise agreed to by Agency, to be eligible for overnight lodging expense reimbursement, the traveler must be at least 60 miles from home office or residence, whichever is less.
- **Short-term lodging** expenses approved by Agency must be in conformance with the Statewide Travel Policy and will be reimbursed up to the maximum rates set forth by the State Controller in OAM 40.10.00 that are in effect on the date when the travel occurs or the actual cost, whichever is less.
- **Meal per diems** during short-term travel approved by Agency must be in conformance with the Statewide Travel Policy and will be reimbursed up to the maximum rates set forth by the State Controller in OAM 40.10.00.

Long-Term Lodging and Per Diem.

A Long-Term Assignment ("LTA") is an assignment which exceeds 30 consecutive calendar days at any one location. Consultant's (including subconsultants) return home for weekends or incidental short-term travel does not break the continuity of an LTA. The following shall apply to long-term travel and per diem:

- Unless otherwise agreed to by Agency, to be eligible for long-term lodging expense reimbursement, traveler must be at least 60 miles from home office or residence, whichever is less.
- Travelers are allowed short-term lodging and per diem allowances for a period not to exceed 7 calendar days while arranging for LTA accommodations.
- Mileage and per diem are not reimbursable if the traveler returns to his/her residence during an LTA. Unless pre-approved by Agency, per diem is not reimbursable when the traveler is within 60 miles of his/her residence or home office.
- Unless otherwise agreed to by Agency, rates for approved long-term lodging and per diem are as follows:
 - **Lodging:** Actual up to 50% of the allowable short-term lodging rates,
 - **Meal per diem** allowance is 66% of the short-term per diem rates.
 - For **Non-Commercial lodging**, as defined in the Travel Policy of the Oregon Accounting Manual (<https://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf>), the non-commercial lodging allowance in effect on the date the travel occurs.

If during an LTA, Consultant travels more than 60 miles one way on behalf of Agency to alternate project site and incurs approved short-term lodging and per diem expense, no long-term allowances for lodging or per diem may be claimed during the short-term travel

C. INVOICES

Invoicing of Compensation for Appraisal and Appraisal Review Services.

Along with the delivery of the appraisal, Consultant shall include an invoice for payment that contains the following: project name, file number, Consultant name, assigned appraiser or appraisal reviewer name, date of inspection, Contract number, and the unpaid portion of the fixed fee for that appraisal or appraisal review.

Invoicing of Compensation for Condemnation-Related Contingency Services.

If condemnation-related contingency Services are provided, the invoice for those Services shall contain the following: project name, file number, Consultant name, assigned appraiser name, date of inspection, Contract number, date and nature of Services, name and location of court or other location where testimony was provided, case name and number, the agreed hourly fee for those Services, the number of hours worked, the total fee for Services, and any related travel expenses Agency has agreed to for those Services. If the condemnation-related contingency Services are added to this Contract by subsequent amendment, there may be different invoicing and payment terms, which shall be controlling.

D. PAYMENT TERMS

Payment for an appraisal or appraisal review report will be made to Consultant no later than 45 calendar days from the date on which Agency's Appraisal Review Team has "recommended" the report. Payment for "acceptable" appraisal or appraisal review reports completed, but not yet reviewed and "recommended" by Agency's Appraisal Review Team, will be made to Consultant no later than 90 calendar days from the date on which the Appraisal or Appraisal Review Report was submitted to the Agency.

Direct Deposit via Automated Clearing House ("ACH"). For Consultants that receive ongoing monthly payments from Agency on one or more contracts or work orders, Agency prefers making payments via ACH direct deposit. While not required, if Consultant has not previously authorized ACH direct deposit and would prefer ACH to expedite transfer of payments after invoices are approved, Consultant must complete a [Vendor ACH Authorization form](#) and submit to Agency per the instructions on the form.

E. SUBCONTRACTORS "PAID SUMMARY REPORT"

Consultant shall complete and submit to APM an initial [Paid Summary Report](#) [form 734-2882] with the final negotiated breakdown of costs (prior to Contract execution), interim reports and final report per the instructions for A&E and Related Services on the form. Consultant must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. **This reporting is required for all Contracts that include subs, regardless of funding or whether or not a DBE goal or Certified Small Business Aspirational Target is assigned.**

EXHIBIT C – INSURANCE REQUIREMENTS

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

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

[Check boxes to indicate whether insurance is required and adjust coverage amounts as necessary based on risk assessment for the Contract/PA.]

INSURANCE REQUIREMENT REVIEW

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

SUBCONTRACTORS:

Contractor shall require that all of its subcontractors carry insurance coverage that the Contractor deems appropriate based on the risks of the subcontracted work. Contractor shall: obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

Required by ODOT of Contractors with subject workers, as defined by ORS 656.027.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident.

Contractor shall require compliance with these requirements in each of its subcontractor contracts.

PROFESSIONAL LIABILITY

☐ Required ☒ Not required

Professional liability insurance must cover damages caused by negligent acts, errors or omissions of Contractor and Contractor's subcontractors, agents, officers or employees related to the Professional Services to be provided under the Contract.

[If "Required" is checked above, check the boxes below to specify the dollar amount for each of the following line-items:]

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

- Annual aggregate limits shall not be less than ☐ \$1,000,000 ☐ \$2,000,000 ☐ \$4,000,000 ☐ \$10,000,000.

If this insurance is provided on a “claims made” basis, Contractor shall maintain continuous claims made liability coverage or shall acquire tail coverage to continue the same coverage for a duration of at least **2 years**, unless ☐ **3 years** or ☐ **5 years** is specified, after completion of the Contract or for the foregoing extended period beyond Contract expiration or termination. Evidence of any required extended period coverage will be a condition of final payment under the Contract.

COMMERCIAL GENERAL LIABILITY

☒ **Required** ☐ **Not required**

Commercial General Liability insurance must be issued on an “occurrence basis” covering “bodily injury” and “property damage” and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage.

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

AUTOMOBILE LIABILITY

☒ **Required** ☐ **Not required**

Automobile Liability insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for “bodily injury” and “property damage”, with a combined single limit of not less than ☒ \$1,000,000 ☐ \$2,000,000 ☐ \$5,000,000.

EXCESS/UMBRELLA INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days’ written notice to ODOT before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

- ✓ List the **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as a Certificate holder and as an **endorsed** Additional Insured.
- ✓ Include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract.

- ✓ Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Professional liability and Workers' compensation
- ✓ If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

If ODOT has on file current certificates of insurance that meet all requirements of this **Exhibit C**, and ODOT provides such notification to Contractor, then submittal of certificates prior to execution of the Contract will not be required. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

ENDORSEMENTS:

- i. **Additional Insured.** The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, required for performance of the Contract must include an *"additional insured"* endorsement specifying the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees."** Coverage shall be primary and non-contributory with any other insurance and self-insurance. Proof of additional insured status will include copies of endorsements or policy wording which must be submitted with the Certificate(s) of Insurance. **The additional insured endorsement must be acceptable to ODOT.**
- ii. **Commercial General Liability** must contain, or be endorsed to contain, a provision that specifies **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as additional insureds with respect to liability arising out of work or completed operations performed by, or on behalf of, the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

STATE ACCEPTANCE:

All insurance providers are subject to State acceptance. If requested by ODOT, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to ODOT's representatives responsible for verification of the insurance coverages required under this **Exhibit C**. [If the Contractor claims to be self-insured, contact ODOT's Contract Risk/Insurance Consultant on how to proceed and for guidance on what information is required.]

ADDITIONAL COVERAGES: [Add any additional coverage as applicable per the risk assessment tool. Additional sample provisions for insurance are available in the [Special Clauses Library](#).

[Exhibit D applies to all contracts regardless of funding source.]

EXHIBIT D – TITLE VI NON-DISCRIMINATION PROVISIONS

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

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

[If the project by which Contract is being executed is programmed with no federal funds, delete Exhibit E.1 and label as “Reserved”]

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

For purposes of these DBE Provisions, “Contract” means any project-specific contract, Price Agreement (“PA”), Work Order Contract (“WOC”), Task Order, or any other contract entered into with ODOT (or local agency when applicable). “Consultant” and “Contractor” are hereinafter referred to as “Contractor”. **See section e for specific reporting requirements of Contractor.**

- a. Policy and Program Authorities:** ODOT and Contractor agree to abide by and take all necessary and reasonable steps to comply with these DBE Provisions and the following, which are incorporated in this Contract with the same force and effect as though fully set forth in this Contract:
- [ODOT DBE Policy Statement](#)
 - [ODOT DBE Program Plan](#), and
 - Requirements of [Title 49, Code of Federal Regulations, Part 26](#) - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

ODOT’s DBE Program authorities are set forth in the ODOT DBE Program Plan.

- b. DBE Goals:** ODOT’s overall goal for DBE participation is 15.37% for FHWA funded Contracts and 6% (proposed) for FTA funded Contracts. For FHWA funded contracting, ODOT may assign DBE Contract goals to increase participation by DBEs. For any Contract with an assigned DBE goal, Contractor shall select a portion of work available under the Contract for DBE participation. Contractor may use DBE subcontractors, suppliers, manufacturers, or Professional Services and Related Services providers to fulfill the assigned DBE Contract goal as long as the DBE is certified in the types of work selected. The assigned DBE Contract goal remains in effect throughout the life of the Contract. Dollar values of participation shall be credited toward meeting the assigned DBE Contract goal based on DBE gross earnings.

A DBE participation goal has not been established for this procurement.

- c. Nondiscrimination Requirement:** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this USDOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- d. Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 10 calendar days from receipt of each payment

Consultant receives from ODOT (or local agency when applicable). In addition, Contractor shall return any retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed.

- e. **Reporting Requirements:** Contractor shall complete and submit initial, interim and final Paid Summary Reports [form 734-2882] per the instructions on the form. Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance.
- f. **Commercially Useful Function:** For Contracts with no DBE goal assigned, ODOT may count race-neutral DBE participation toward its overall goal, provided the DBE is performing a commercially useful function ("CUF") as set forth in 49CFR § 26.55. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract/subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Additional detail regarding CUF requirements and other conditions for counting participation by DBE contractors is set forth in 49CFR § 26.55. ODOT may perform a CUF review at any time during the performance of the Contract.
- g. **Termination of DBE Notification Requirement:** Contractor must promptly notify ODOT whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work. See additional requirements of 49 CFR § 26.53(f) regarding termination of a DBE.
- h. **Remedies:** Contractor's failure to comply with these DBE Provisions and the requirements of 49 CFR Part 26 may result in one or more of the following administrative actions as deemed appropriate by ODOT: non-compliance documented in ODOT evaluation of Contractor performance, a corrective action plan prepared by Contractor, ODOT (or local agency when applicable) withholding of retainage, suspension of work, reporting of non-compliance to the federal System for Award Management ("SAM") available at <https://sam.gov/SAM/>, any other remedies provided under the Contract.
- i. **Information/Questions:** The DBE program is administered by the ODOT Office of Civil Rights ("OCR"). Questions related to the DBE Program may be sent via email to ocrinforequest@odot.state.or.us or otherwise directed to: Oregon Department of Transportation Office of Civil Rights 3930 Fairview Industrial Drive SE (MS 23), Salem, OR 97302; Phone: 503-986-4350 Fax: 503-986-6382.
- j. **Directory of Certified Firms:** A searchable database for active certified firms (by NAICS code, NIGP code, ODOT code, certification type, location or project ethnicity goals) is available on line at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

Related Web Sites:

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

- **Forms:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>
- **Documents:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>
- **49 CFR Part 26:** <https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=34ea04c7ed3d45b0e41f82a5646f1c15&rgn=div5&view=text&node=49:1.0.1.1.20&idno=49>

Acronyms & Definitions Applicable to Exhibit E.1

APM	Agency's or local agency's Project Manager
CFR	Code of Federal Regulations
CUF	Commercially useful function
DBE	Disadvantaged Business Enterprise
OCR	ODOT Office of Civil Rights
ODOT	Oregon Dept. of Transportation
PA	Price Agreement
RFP	Request for Proposals
SSUR	Subcontractor Solicitation and Utilization Report
USDOT	United States Department of Transportation
WOC	Work Order Contract

EXHIBIT F – APPRAISAL OR APPRAISAL REVIEW SPECIFICATION WORKSHEET

Project Name: <input type="text"/>	Applicable Files: <input type="text"/>
Consultant Name: <input type="text"/>	
Assigned Appraiser or Appraisal Reviewer Name: <input type="text"/>	
ODOT Contract Administrator: <input type="text"/>	
Contact Phone Number: <input type="text"/>	

GENERAL INFORMATION AND SUMMARY

This Appraisal or Appraisal Review Specification Worksheet provides the specifications upon which your proposal to appraise the property, or review the appraisal, herein described shall be based. Any assumptions or limiting conditions contrary to these specifications or this Contract for appraisal or appraisal review Services are null and void. Each appraisal or appraisal review is to be based on the defined areas and within the timeframe for completions as specified in **Exhibit SOW** to this Contract.

Attached to this Appraisal or Appraisal Review Specification Worksheet are a ☐ Preliminary Title Report and ☐ Five-Year Sales History. ☐ Attached is engineering information, construction information, or both. Further information, if needed, is to be secured from the Contract Administrator.

[If the project for which the contract is being executed is for Appraisal Review work only, the following subsection should be deleted]

CONDEMNATION PROCEEDINGS DISCLOSURE

The property the Consultant is appraising under this Contract may be the subject of a condemnation case. The appraisal report completed by Consultant may be given to the property owner(s) or their attorneys. This Contract requires Consultant to consult with and advise Agency on valuation issues. Consultant may be requested later to give court testimony. Expert testimony or other condemnation-related Services may be authorized as contingency Services under the terms of this Contract and initiated by a contingency notice-to-proceed from Agency. If Agency issues a contingency notice-to-proceed, Consultant shall provide those Services. Such Services may also be the subject of a separate contract between Consultant and the Oregon Department of Justice. Consultant hereby agrees to provide expert testimony Services if so requested.

[If the project for which the contract is being executed is for Appraisal Review work only, the following subsection should be deleted]

DATA SEARCH REQUIREMENTS

As a minimum, the comparable data search area shall cover the following geographic area(s):

If sufficient comparable sales data is not available in the area above, the sales search shall be expanded to cover this additional geographic area:

[If the project for which the contract is being executed is for Appraisal Review work only, the following subsection should be deleted]

TYPE OF APPRAISAL

Consultant appraisal report is to be prepared for the purpose of determining fair market value based upon the type of appraisal indicated below:

<input type="checkbox"/>	Appraisal of the entire property	<input type="checkbox"/>	Appraisal on a before and after basis
<input type="checkbox"/>	Appraisal of the taking and damages (if damages to the remainder are found to be substantial, or if they cannot be accurately measured in and of themselves, advise the Contract Administrator. If necessary, a revised contract may be requested to prepare a before and after appraisal)		

[If the project for which the contract is being executed is for Appraisal Review work only, the following subsection should be deleted]

SUBJECT PROPERTY DESCRIPTION AND DOCUMENTATION

Photos, sketches, plot plans and other descriptive material depicting both the before and after situation of the subject property including the improvements thereon shall be commensurate with the anticipated impact of the taking on the property. Where structures or other improvements are either taken or damaged, a comprehensive photographic record of the improvement(s), inside and out, as well as sketches showing floor plan and other significant features of the property shall be provided by Consultant.

Existing easements and other servitudes (both of record and observed) and their effect on the value of the property to be acquired shall be addressed by Consultant.

[If the project for which the contract is being executed is for Appraisal Review work only, the following subsection should be deleted]

COMPARABLE PROPERTY DESCRIPTIONS AND DOCUMENTATION

Photos, maps and signed and dated sales sheets verifying Consultant's field inspection and review of comparable properties shall be included in the report.

[If the project for which the contract is being executed is for Appraisal Review work only, the following subsection should be deleted]

VALUATION APPROACH

Unless specified otherwise below, the valuation of the subject property shall be based upon the Market data approach only.

The following approach or approaches are also to be utilized if appropriate:

☐ Cost

☐ Income

If utilization of an approach not specified will provide significant substantiation for the final conclusion of value, or if there is insufficient comparable market data available to establish a reliable indication of value by exclusive use of the market approach, the Contract Administrator shall be contacted to obtain a modification of the appraisal contract or specifications. Other Requirements include:

Highest and Best Use:

A complete Highest and Best Use analysis must be included.

Larger Parcel:

In the Highest and Best Use analysis the appraiser shall determine the Larger Parcel. The larger parcel is characterized as that property under appraisal containing the following elements: Unity of Title, Contiguity and Unity of Use. Complex larger parcel determinations require consultation with ODOT.

Valuation of Improvements:

Improvements are to be valued to the extent they contribute to the highest and best use of the property or for their value for removal, whichever is greater. Buildings and improvements, timber, crops, sand, gravel, minerals, oil, etc. in or upon the property shall be considered to the extent that they enhance the market value of the property as a whole. The total value shall not be estimated by adding the values of separate improvements to the value of the land.

Contamination:

Consultant shall ask the owner or owner's representative if there are any known or likely sources of environmental contamination. If, for any reasons, Consultant suspects the property is contaminated (petroleum, asbestos, lead, etc.) Consultant shall contact the Contract Administrator for resources to determine the extent of the contamination and for direction on how to proceed. Consultant shall obtain approval from the Contract Administrator before Consultant appraises "as though clean." Consultant shall also obtain approval from Contract Administrator before Consultant utilizes any extraordinary assumptions or hypothetical conditions specific to contamination.

[If the project for which the contract is being executed is for Appraisal Review work only, the following subsection should be deleted]

ACCESS INFORMATION

Current Access: (if available, include engineering station and width)

Access to Remaining Property: (if available, include engineering station and width)

Access restrictions:

[Insert OPAL information, access modification letters, etc. if available.]

A loss in value due to restriction of access is non-compensable if it is caused by or relates to: disallowing access directly to a newly located limited access highway; not having access to a widened highway if there was no prior access; access restrictions if reasonable alternative access is available.

[If the project for which the contract is being executed is for Appraisal Review work only, the following subsection should be deleted]

DAMAGES/SPECIAL BENEFITS

Damages and special benefits to the remainder property must be supported by specific comparable market data. References to unspecified market data and statements dealing in generalities are unacceptable. Complex damages/special benefits analyses require consultation with ODOT.

Special Benefits/Project Enhancement/Damages

Any benefits, either General or Special, shall be identified by Consultant. Consultant shall analyze the benefits to determine their influence on value. Distinction between General and Special benefits shall

be determined by "Uniform Appraisal Standards for Federal Land Acquisitions", if applicable, ODOT Right of Way Manual, and by consulting with the Contract Administrator.

Consultant shall identify any project enhancement or diminution of value caused by the announcement of the project even if non-compensable. Consultant shall provide analysis of any opinions. Consultant shall reference the "Uniform Appraisal Standards for Federal Land Acquisitions", if applicable, ODOT Right of Way Manual, and /or consult with the Contract Administrator.

Analysis of supporting market data shall be provided for any damages identified in the appraisal report. Use of paired sales analysis or similar market evidence is preferred.

An analysis of damages and special benefits may be appropriate for this assignment. Damages and special benefits to the remainder property shall be supported by specific comparable market data. References to unspecified market data and statements dealing in generalities are unacceptable.

[If the project for which the contract is being executed is for Appraisal Review work only, the following subsection should be deleted]

COMPENSABILITY

The following items, which may be applicable to the subject property, are non-compensable under Oregon law. Any loss in value due to these factors shall be clearly identified and segregated from damages, if any, resulting from the taking:

Remote and Speculative:

The following are considered non-compensable damages: any aesthetic or sentimental losses perceived by the owner; any damages caused by the acquisition and construction on the lands of others (the damages must be a result of an acquisition from the property); damages because of annoyances or inconveniences suffered by the public generally, such as increase in noise, dust and fumes or circuitry of travel.

Damages to Business:

The following factors generally cause increased cost to business, but cannot be compensated in the appraisal process: losses during construction; loss of goodwill; expenses incurred in moving personal property to a replacement site; loss of trade, loss of business or future profits; increased business operating costs, except as it affects the market value of the real property; costs of plans, or engineering, for the proposed improvements now obsolete due to the acquisition; loss of prospective use of the property based upon those plans; damages arising out of an owner's inability to relocate into an acceptable substitute location; loss of profits from the sale of vacant lands or profits due to a subdivision of those lands (See Section 5.450 of the ROW Manual for a comprehensive list).

Police Powers:

A loss in value to the subject property is non-compensable if, by proper exercise of police powers, it is caused by: zoning regulations; changes in traffic patterns, such as the creation of one way streets, installing median barriers, establishing traffic lanes and restricting on-street parking, increasing or decreasing traffic volumes and regulating speeds, limiting left-turns, U-turns and

crossovers, temporary and permanent diversions and rerouting of traffic, including the inconveniences resulting from circuitry of travel.

Project Influence:

Consultant shall disregard, but document any decrease or increase in the fair market value of real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project other than that due to physical deterioration within the reasonable control of the owner.

[If the project for which the contract is being executed is for Appraisal Review work only, the following subsection should be deleted]

DOCUMENTATION STANDARDS

The level of documentation shall be in compliance with Chapter 5 of ODOT's Right of Way Manual and "Guide to Appraising Real Property", and the Uniform Appraisal Standards for Federal Land Acquisition, if applicable. [If you are unsure if the yellow book is needed please consult with Appraisal Review.] Failure to meet these criteria is grounds for rejection of the appraisal.

Requirements of ORS 35.346:

Consultant shall follow ORS 35.346(3) which states, "Unless otherwise agreed to by the condemner and the owner, prior to appraising the property the condemner shall provide not less than 15 days' written notice to the owner of the planned appraisal inspection. The property owner and designated representative, if any, shall be invited to accompany the condemner's appraiser on any inspection of the property for appraisal purposes." Written verification of the appraisal notice and offer to allow the owner to accompany Consultant on the inspection shall be supplied separately to the Contract Administrator. Consultant is advised that owners will receive a copy of the appraisal as required in the statute.

Appraiser Certification and Licensure Board Requirements (ACLB):

Completion of the Agency appraisal forms by Consultant may not meet all the requirements of the ACLB. It is the fee appraiser's responsibility to include any additional information needed to comply with the ACLB requirements, and to invoke jurisdictional exception when appropriate.

DUE DATE

The individual appraisals, appraisal reviews or data book are due on the date identified in **Exhibit SOW** to this Contract: Section A "Schedule of Appraisals". Unless an extension of time is authorized in writing by the Contract Administrator, provisions for late performance or nonperformance as specified in the **Exhibit SOW**: Section B "Performance of Work" shall be assessed.

[If the project for which the contract is being executed is for Appraisal Review work only, the following subsection should be deleted]

SPECIALTY REPORTS

[Choose one option below]

The Agency will provide the following specialty reports to Consultant to incorporate into the appraisal (fixtures, signs, cost to cure, etc.):

Consultant shall provide the following specialty reports to the Agency or the review appraisal consultant and shall incorporate into the appraisal (fixtures, signs, cost to cure, etc.):

Specialty report values for fixtures, signs or other improvements of an unusual nature shall be incorporated into the appraisal to the extent that they contribute to the value of the property rather than simply adding to the total value.

Cost to cure items must be shown to alleviate a greater damage in order to justify their incorporation into the reported estimate of just compensation.

[If the project for which the contract is being executed is for Appraisal Review work only, the following subsection should be deleted]

SPECIAL CONDITIONS

The following special conditions apply to the subject property and shall be specifically addressed in the appraisal report (Special Benefits, Project Enhancement, Project Influence, Contributory Value of Improvements, etc.):

DELIVERY AND BILLING

Submit an electronic copy of the appraisal to the Contractor Administrator. Include an invoice containing the following information:

Project Name:

Date of Inspection:

File No:

Contract No.:

Consultant Name:

Assigned Appraiser Name:

Amount of Fee: \$

COMPLIANCE CERTIFICATION

I hereby certify that I am authorized to make this report and certification on behalf of the Consultant and hereby certify that this assignment has been completed, the arithmetic checked, and the report submitted herewith in accordance with the foregoing specifications. I certify that I have no direct or indirect, present or contemplated future personal, financial or family interest in the subject property, nor will I in any manner benefit from the appraisal thereof such as to constitute a conflict of interest. I further agree to disclose any personal interest that I have, or that I later acquire, in any other properties within the zone of immediate influence of the highway project involved until such time as that project has been completed.

Consultant Assigned Appraiser or Appraisal Reviewer: _____

Date: _____

EXHIBIT G – CONSULTANT EVALUATION

- a. **Agency's Right to Evaluate.** Agency may, at its sole discretion, conduct evaluations of Consultant's performance and any subconsultant's performance.
- b. **Evaluation Criteria.** Generally, performance evaluations will include evaluation and scoring of various sub-criteria related to, but are not limited to, the following categories: (a) Contract project management and coordination of staff and subconsultants, (b) project communication and responsiveness, (c) cost effectiveness and completing work within budget, (d) technical accuracy and quality control, (e) schedule performance.
- c. **Evaluation Process.** The performance evaluation results may be used as written documentation for addressing areas of Consultant's performance throughout the term of the Contract. Agency may conduct performance evaluations at the end of each Contract/project and on an interim basis throughout the term of the Contract. Agency may conduct performance evaluations at each major milestone. Deliverables must be submitted on or before the due date and be of recommendation quality (per Agency review) to be considered on time.
- d. **Consultant's Review/Response.** Agency will provide a copy of the performance evaluation form results to Consultant within 14 calendar days following completion. Consultant may respond, in writing, or may request a meeting to address any or all findings contained in the completed Consultant's performance evaluation form within 30 calendar days following receipt.
- e. **Dispute Resolution:** In the event of a dispute regarding a Consultant's performance evaluation, Consultant may request a teleconference (or meeting at Agency) with APM and Agency's Contract Administrator. If the dispute cannot be resolved with discussions or upon receipt of any follow-up documentation requested, Agency's Contract Administrator, in consultation with the applicable Area or Program Manager and APM shall make the final decision regarding the score received on a particular Form. Agency may adjust score(s) upon Agency's finding of good cause.
- f. **Agency's Use of Performance Evaluation.** Agency may, at its sole discretion, use performance evaluation findings and conclusions in any way deemed necessary by Agency, including, but not limited to, corrective action, requiring submittal of performance improvement plan by Consultant, withholding of retainage, determining eligibility for future Contract assignments, and as a criterion of selection for future Agency contracts.

EXHIBIT H – CONFLICT OF INTEREST DISCLOSURE

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

<https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>

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

EXHIBIT I – RESERVED

EXHIBIT J – CONTACT INFORMATION and KEY PERSONS

1. Party Contact Information.

a. *Agency Contract Administrator for this Contract is:

Name:	
Address:	
Ph:	
E-mail:	

b. **Consultant's Key Personnel for this Contract is:

Name:	
Address:	
Ph:	
E-mail:	

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

Name:	
Address:	
Ph:	
E-mail:	

* Agency may change the Contract Administrator designation by promptly sending written notice (e-mail acceptable) to Consultant, with a copy to Right of Way Headquarters.

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

[If the project by which Contract is being executed is programmed with any portion as federal funds, delete Exhibit K and label as "Reserved.]

EXHIBIT K – CERTIFIED SMALL BUSINESS ASPIRATIONAL TARGET PROVISIONS (Feb 2019)

Exhibit K is not physically attached but is incorporated into this Contract with the same force and effect as though fully set forth herein, and is available at the following Web address:

<https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>

(under "Contract/Price Agreement Exhibits Incorporated by Reference from the Web")

