

**FIRST AMENDMENT TO
AGREEMENT FOR CONSULTING ENGINEERING SERVICES
(Yamhill County and OBEC Consulting Engineers)**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment #1") is made by and between Yamhill County, a political subdivision of the State of Oregon ("Owner"), and OBEC Consulting Engineers, Inc. ("Contractor"), an Oregon corporation

RECITALS:

A. Owner and Contractor are parties to that certain agreement dated as of August 3, 2017 (the "Underlying Agreement"), memorialized as B.O. 17-309, pursuant to which Contractor is to provide preliminary engineering and construction management services relating to the Palmer Creek (Palmer Creek Road Bridge) rehabilitation project (the "Project").

B. Owner and Contractor now desire to amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Owner and Contractor, intending legally to be bound, hereby agree as follows:

1. Section 1 of the Underlying Agreement is hereby amended to include the additional Project work and services, detailed in Exhibit A to this Amendment #1, which Exhibit A is attached hereto and incorporated herein by this reference.

2. Section 3 of the Underlying Agreement is hereby amended to reflect that the completion date for the work covered under Exhibit A to this Amendment #1 is October 30, 2018, unless the Contract Period is extended or otherwise modified by written notice or executed Change Order.

3. Section 6 of the Underlying Agreement is amended to add up to an additional \$221,596.50 to complete the additional Project work and services detailed in Exhibit A to this Amendment #1, and provide for a contingency.

4. The balance of the Underlying Agreement remains unchanged.

5. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of Owner and Contractor enforceable according to the terms thereof.

6. Authority. Owner and Contractor and each of the persons executing this Amendment #1 on behalf of Owner and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

7. Binding Effect. All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

8. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

9. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #1 on the date indicated by their duly authorized officials.

OREC Consulting Engineers

By: 
(signature)
Date: 2-28-18

Guy Hakanson
(printed name)

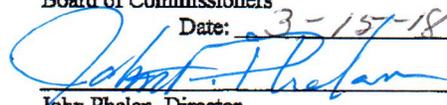
Vice President
(title)

Tax ID No.: 93-0552628

Contractor Registration No: 077184-14

YAMHILL COUNTY, OREGON


MARY STARRETT, Chair
Board of Commissioners
Date: 3-15-18


John Phelan, Director
Public Works Department
Date: 3/19/18

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel
Date: 3/20/18

Accepted by Yamhill County
Board of Commissioners on
3/15/18 by Board Order
18-76

WMA
STW

Exhibit A
~~Exhibit I~~ - Scope of Services

- A. List of Attachments:
Attachment A: Acronyms and Definitions
Attachment B: Fee Schedule

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards

As provided in the Contract, all Services under this Task Order shall be performed in accordance with the professional standard of care set forth in the Contract.

Consultant shall complete the CA/CEI Services in accordance with County Standards and the current version in effect of the ODOT Construction Manual, the Quality Control Compliance Specialists ("QCCS") Handbook, the Manual of Field Test Procedures, the ODOT Inspector's Manual, and this Task Order.

2. General Requirements

As required in ORS 672.002 to 672.325, Consultant shall provide appropriate supervision and control with a licensed Professional Engineer in responsible charge of the CA/CEI Services.

All inspection work must be performed by ODOT-certified Inspectors as required by the ODOT's Inspection Quality Assurance Program ("IQAP").

3. Communication

Communication is an important element to the successful completion of the Project and CA/CEI Services. All communication and deliverables covered under this CA/CEI SOW shall be directed to the LAPM (or such other individual as designated in writing to Consultant).

To the extent possible, all transmittals from Consultant to Local Agency must include the Contract#. Formats for the document control system shall be discussed at the initial meeting between Local Agency and Consultant pertaining to the CA/CEI Services.

The CC for the Project will be determined through the competitive bidding or proposal process. When the CC has been determined, LAPM shall establish appropriate contacts with that firm prior to the Pre-Construction Conference.

4. ROLES AND RESPONSIBILITIES

The LAPM is the primary point of contact for Consultant. The LAPM has the authority to review and accept all Consultant deliverables. The LAPM will distribute deliverables directly to ODOT personnel for review and approval when necessary, or request Consultant to do so.

County has overall authority in scope, schedule and budget of the Project. County will prepare all CCO's for review by consultant and the County will have final approval prior to implementation by the CC.

Local Public Agency ("LPA") is responsible for the following:

- Lead overall Project Management and Contract Administration
- Primary point for contract for CC

- Access to LPA owned ROW and easements
- Lead Project meetings
- Review and comment on progress submittals
- Coordination with other outside agencies
- Provide Consultant with existing Project information including As-Constructed drawings, pavement typical sections, utility maps, etc.
- Receive, review, and approve all CCOs and EWOs.
- Receive, Review, and process monthly pay requests for construction contract
- Provide a Letter of Acceptance of Project

Consultant Responsibilities

Consultant shall provide all labor, equipment, and materials to provide the CA/CEI Services as outlined in this SOW.

Consultant is not responsible for the means, methods, operating procedures or safety precautions of any CC or other entity.

C. REVIEW, COMMENT and SCHEDULE REQUIREMENTS

- Consultant shall complete all CA/CEI tasks and deliverables in a timely manner to avoid unnecessary delays in the construction Project. Consultant shall provide written notice to Local Agency at the first sign of delays caused by ODOT, the County, Consultant, CC, or any other entity that may delay completion of the Project or otherwise have a negative impact on the construction schedule.
- Consultant shall notify LAPM immediately (within 2 business days) upon discovery of any changes in the Project that may impact scope, schedule or budget of the Project or CA/CEI Services.
- Consultant shall submit all deliverables to LAPM or designee unless otherwise stated in specific tasks.

D. FORMAT REQUIREMENTS

- Deliverables shall be submitted to Local Agency in the format approved by the Local Agency
- ODOT Forms – Consultant shall use ODOT forms where required. Construction related forms referenced in this CA/CEI SOW are available on line at:
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., Word, Excel, MS Project, etc.) and must be fully compatible with version used by Local Agency.
- Additional format requirements may be listed with specific tasks/deliverables throughout this CA/CEI SOW.

TASK CE-1 PROJECT MANAGEMENT OF CA/CEI SERVICES

This activity is continuous throughout the duration of these CA/CEI Services. Consultant shall guide and direct the Consultant's team in conformance with the task order requirements of the CA/CEI Services and the Project's goals and objectives. Consultant shall monitor progress of the CA/CEI Services.

Task CE-1.1 Coordination

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

Consultant shall:

- Direct Consultant's team with regard to overall CA/CEI activities and team meetings.
- Maintain liaison, communication and coordination between Consultant's staff and local agency project manager (LAPM), to facilitate timely, efficient operations for all involved.

Deliverables:

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

Task CE-1.2 Status Reports and Invoices

Consultant shall prepare eight (8) monthly Status Reports throughout the duration of the construction effort. See Section E.2, Project Schedule.

The Monthly Status Report must:

- Describe the previous month's Consultant activities
- Describe the previous months construction activities
- Describe the planned construction and consultant activities for the next month
- Identify any issues or concerns that may affect the CA/CEI Services and budget or the Project schedule and Project budget

Deliverables

Monthly Status Report - Submitted to LAPM no later than the 5th calendar day of the month following the reporting month.

TASK CE-2 CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION

Consultant shall support the Project's needs by providing CA/CEI Services required for the LAPM to certify that the Project was completed according to the Plans and Specifications for the Project. Consultant shall engage the Professional of Record (POR) as required to provide engineering Services required to administer design changes that may become necessary during the construction phase of the work.

Task CE-2.1 Construction Contract Administration

Consultant shall provide administration of the construction contract as directed by the LAPM. Consultant shall complete contract administration tasks as outlined in the ODOT Manual of Field Test Procedures, the Non-field-Tested Materials Accepted Guide, the ODOT Inspector's Manual, QCCS Handbook, Qualified Products List ("QPL"), the Contract Plans and Specifications, and this task order.

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

- Monitor and evaluate the construction schedule and determine whether the CC is proceeding in a manner that will result in timely Project completion in conformance with the construction contract documents. If the CC is not proceeding in this manner, document the delay and determine and recommend to the LAPM the appropriate action
- Review CCO and EWO,

- Review payment requests from CC.

Deliverables

- Comments on CCO's, EWO's and CC's payment requests)

Task CE-2.2 Project Progress Meetings

Consultant shall attend the Pre-Construction Conference according to Oregon Standard Specification for Construction (Standard Specifications) Section 00180.42, and the ODOT Construction Manual, Chapter 11 – Before On-Site Work Begins. Attendees will include the CC, LAPM, and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials and other items relevant to the construction of the Project.

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

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

- File Driving
- Structural Concrete pours

Consultant shall:

- Attend and participate in Preconstruction Conference.
- Attend and participate in Project Progress Meetings.

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be bi-weekly (during active construction) with no more than (2) Consultant staff attending and (10) meetings are assumed, see Section E.2 Project Schedule.

Deliverables

- Project Progress Meeting minute comments – Submit via email (1) copy to each attendee and (1) copy to LAPM within (5) business days after the meeting.

Task CE-2.3 Shop Drawing and Submittal Review

Consultant shall review construction shop drawings and working drawings submitted either electronically or in paper form by the CC. If electronic submittals are received, Consultant shall process them according to the ODOT Guide to Electronic Shop Drawing Submittal. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the CC. Consultant shall conduct submittal review in accordance with Section 00150.35 of the Standard Specifications, and the ODOT Construction Manual Chapter 16 – Working Drawings. Of the multiple copies of each shop drawing received from CC, Consultant shall:

- Maintain (1) of the as-submitted copies in the Project files

- Conduct review and prepare (5) mark-up/comment copies of the shop drawing. Stamped Drawings must be signed and dated by the POR and marked as either RV = Reviewed, or RVC = Reviewed with Comment. Unstamped Drawings shall be marked as AP = Approved, AX = Approved as Noted, or RC = Returned for Correction
- Include construction contract number on all shop drawings

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings, the ODOT Guide to Electronic Shop Drawing Submittal, and the Standard Specifications Section 00150.35:

- Traffic control plan
- Erosion Control Plan
- Pollution Control Plan
- Temporary Work Access plan
- Work Containment plan
- Bridge removal plan
- Structural concrete mix design
- Rebar shop drawings (2 total)
- Structural Steel shop drawings (2 total)
- Polymer Concrete Overlay plan

Deliverables:

- Return approved shop drawings with comments:
Hard-copy Submittals (within time frame established in construction contract specified requirements:
 - (1) copy to LAPM (transmittal only)
 - (2) copies (1 for field and 1 for home office) to CC
 - (1) copy maintained in Project files
 - Electronic Submittals
 - (1) electronic PDF mark-up/comment copy to LAPM, CC, Project Files, and Agency Materials Unit

Files Retained by Consultant:

Consultant shall maintain files of all reviewed shop drawing submittals according to the retention period set forth in the terms and conditions of the Contract.

Task CE-2.4 Consultation, Design Modifications and Claim Support

Consultation

As requested by LAPM, Consultant shall provide consultation and technical Services regarding design issues raised during construction of the Project. As requested by LAPM, Consultant shall clarify design and technical specifications and provide written responses to Requests for Information (“RFIs”). The design and specification consultation will occur only as requested by LAPM and may be ongoing throughout the CA/CEI Services and the Project.

Upon request of the LAPM during construction, Consultant shall:

- Clarify design and technical specifications of the construction contract documents
- Respond to field inquiries
- Engage the services of the POR on all matters involving design changes

NOTE: All requests for clarifications of the contract documents, and all RFI's from the CC shall be first directed to the LAPM. Design modification requests must be initiated by either LPA or Consultant using a Change Request Form. A response to an RFI by the CC may also initiate a Change Request or a formal contract change order for Consultant or CC. No work shall be conducted on a Change Request until the LAPM approves the request and the appropriate change order document is approved. The Change Request must clearly outline Consultant's cost, the estimated construction cost, and the cause of the change.

Deliverable:

- Written documentation of responses to CC or Local Agency inquiries – Submit (1) copy to LAPM within (2) business days of inquiry, unless other delivery date is agreed to by LAPM.

Design Modifications

If LAPM or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with LAPM and POR prior to preparing the appropriate documents. Upon request of the LAPM, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction.

Deliverables:

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design) - Submit to LAPM at date agreed to when work was requested.

Claim(s) Support

If authorized by LAPM, Consultant shall provide support to Local Agency to review and respond to any and all claims submitted by the CC as specified in the Standard Specifications Section 00199 – Disagreements, Protests and Claims. Consultant tasks for claim(s) support may include but are not limited to:

- Prepare memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc) related to claims.
- Provide consultation related to claims (in person, via telephone or email).
- Attend claim resolution meetings.
- Provide input for a claim decision in conformance with the requirements of Standard Specifications Section 00199.40(b).

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than (24) hours for claim(s) support. Assume up to (1) claim, each requiring (2) staff to do (1) day of preparation and attend up to (1) all-day meeting for each claim, plus Principal and PM reviews and clerical assistance.

Deliverables:

The deliverables for claim(s) support may include but are not limited to:

- Memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims
- Consultation related to claims (in person, via telephone or email)
- Attendance at claim resolution meetings
- Claim decision that satisfies Standard Specifications Section 00199.40(b)

**TASK CE-3 CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE
MONITORING AND INSPECTION**

Consultant shall provide on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, construction contract documents. Consultant shall coordinate and conduct on-site monitoring and inspections so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on Consultant's evaluation of the CC's schedule, construction contract documents and as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual.

Consultant shall have a certified Inspector on site during all critical times during the construction process. Consultant shall monitor the CC's quality control process for compliance with the construction Contract requirements.

The following are the approved ODOT Inspector Certifications currently in place in the Inspection Quality Assurance Program:

- Certified Bridge Construction Inspector (CBCI)
- Certified Environmental Construction Inspector (CECI)
- Certified Traffic Signal Inspector (CTSI)
- Certified General Inspector (CGI)
- Certified Hot Mixed Asphalt Concrete Inspector (HMAC)
- Certified Drilled Shaft Inspector (CDSI)

Consultant shall perform work zone monitoring as required by the ODOT Construction Manual, ODOT Inspectors Manual and the construction contract documents. Accordingly, Consultant shall monitor and enforce the following for compliance to construction contract requirements:

- Permit compliance during construction
- Temporary Traffic Control measures
- Erosion Control installation and maintenance
- Turbidity Monitoring (if required)

Consultant shall monitor the CC to verify the following deliverables are completed and submitted (to the extent the deliverables are required by the construction contract documents). If the documents are not submitted to the Consultant, then the Consultant shall take appropriate action to require compliance by the CC:

- Temporary Protection and Direction of Traffic (TP&DT) Reports
- Erosion Control Monitoring Reports
- Turbidity Monitoring Reports

Task CE-3.1 Construction Activity Monitoring

Consultant shall monitor construction activities during construction of the Project utilizing ODOT-certified Inspectors and require compliance with the construction contract documents. Consultant shall provide inspection concurrently with the CC's operation. Consultant shall coordinate closely with CC to ensure on-site inspections are coordinated with the construction schedule. Consultant shall perform inspections as detailed in the ODOT

Construction Manual and the ODOT Inspectors Manual. Consultant shall prepare General Daily Progress Reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities.

Consultant shall verify all pay quantities for work and materials submitted by CC as incorporated into the Project. As required by the ODOT Construction Manual, Chapter 12D – Quantities,

Deliverables:

- General Daily Progress Reports – Complete each day Consultant is on-site. Make available for review at Consultant’s field office or home office. Originals submitted to Local Agency with final Project documentation submittal per task 5.4.
- Current Digital Photo-log of construction activities - Make available for Agency review at Consultant’s field office or home office as needed.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes full-time on-site inspection during the CC’s activities for 18 weeks.

Task CE-3.2 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials)

Consultant shall document the work and Non-Field-tested materials incorporated into the Project by completing Field Inspection Reports (FIRs) as required by the ODOT Construction Manual, Chapter 12C – Quality and the Non-Field-Tested Materials Acceptance Guide. Consultant shall log the FIRs and other supporting quality documentation into the applicable Test Summary and keep up to date and available for review by ODOT. Consultant shall maintain the Non-Field-Tested Materials Test Summary (Test Summary “A”) as detailed in the ODOT Construction Manual.

Consultant shall monitor the CC’s Quality Control (QC) program for conformance with requirements of the ODOT Manual of Field Test Procedures and the construction contract documents. Consultant shall coordinate with the ODOT Region Quality Assurance Coordinator (QAC) to confirm that adequate verification and independent assurance (IA) testing is performed.

ODOT staff will perform the verification and IA testing; it is not a Consultant task under this CA/CEI SOW.

Consultant shall monitor the CC’s QC Program. One or more Consultant staff shall perform the QCCS functions as defined in the QCCS Handbook and the Agency’s Quality Assurance Program, which is in Section 2 of the ODOT Manual of Field Test Procedures. Consultant staff fulfilling the role of the QCCS shall be experienced in all areas of field testing and documentation, and be certified by ODOT’s Technician Certification Program for the specific tests being monitored.

The following are the approved Technician Certifications currently in place in the Technician Certification Program:

- Certified Aggregate Technician (CAgT)
- Certified Embankment and Base Technician (CEBT)
- Certified Density Technician (CDT)
- Certified Asphalt Technician I (CAT-I)
- Certified Asphalt Technician II (CAT-II)
- Certified Mix Design Technician (CMDT)
- Quality Control Technician (QCT)
- Concrete Control Technician (CCT)

- Concrete Strength Testing Technician (CSTT)

Consultant shall:

- Review and monitor the CC's documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished, inspected by OBEC staff and placed on the Project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with Construction Contract requirements.
- Identify and monitor CC's quality control technicians and require proper and current certification(s), and require that proper testing frequencies and procedures are being followed. Monitoring must be done by Consultant staff experienced in all areas of field testing and documentation and certified by ODOT's Technician Certification Program for the specific tests being monitored.
- Take appropriate action if CC's quality contract technicians do not have proper or current certifications or if proper testing frequencies and procedures are not being followed.
- Communicate with ODOT's QAC to facilitate timeliness and efficiency in the verification and IA testing work and compliance with all requirements of the ODOT Manual of Field Test Procedures and contract documents.
- Compare CC's QC test results to ODOT's verification test results to verify they are within IA parameters.
- Take appropriate action as directed by LAPM to resolve any discrepancies between CC's QC test results and the ODOT verification test results.

Deliverables:

- Field Inspection Reports (FIRs) and Non-Field-Test Summaries - Maintained with Project files throughout the Project and available for Local Agency review as needed. Submit originals to Local Agency with final Project documentation per task 10-11.
- Field-Test Summaries and other Project field-tested materials quality documentation - Make available for Local Agency review throughout the Project. Submit originals to Local Agency with final Project documentation per task 10-11.

TASK CE-4 CONSTRUCTION SURVEYING (RESERVED)

TASK CE-5 PROJECT CLOSE-OUT

Consultant shall complete interim and final on-site inspections and submit final inspection documentation and as-built drawings to the County

Task CE-5.1 Final Inspection(s) and Submittals

Consultant shall attend a review of the Project at a time close to completion of on-site work. Consultant shall attend a Project Final Inspection with CC and Local Agency within (15) days after receiving notice from the CC that all punch list items, final trimming and cleanup according to Section 00140.90 have been completed. If additional construction items are identified, Consultant shall provide input to a punch-list of items to be corrected by the CC.

Consultant shall organize and submit the final Project quality that was inspected by the consultant detailed in the ODOT Construction Manual, Chapter 37 – Submittal of Final Project Documentation.

Deliverables:

- Comments for Project punch list to LAPM (5) business days following final walk-thru.
- All final Project quality documentation – Original documents must be submitted to Local Agency within 60 calendar days after substantial completion.

Task CE-5.2 As-Constructed Plans

Consultant shall prepare as-constructed plans in conformance with County standards.

The following clarifications or exceptions or both to the above reference documents apply to Consultant-prepared as-constructed plans:

- As-constructed plans must be reviewed and approved by the POR prior to submittal to ODOT.
- The submittal and distribution requirements are specified in the “Deliverables” section of this task.

Deliverables & Schedule.

Bridge Plans (required for all ODOT and LPA bridges): Consultant shall submit as-constructed plans within 90 calendar days of issuance of Second Notification as follows:

1. **Electronic files package: MicroStation file and PDF file output that shows all red-line as-constructed markups of plan sheets (and additional files listed below, if applicable to the Project) -**
 - Follow the file naming convention required in the Bridge Design and Drafting Manual (linked above).
 - In the “AsConstructedPlans” folder on the ODOT FTP directory (available at the following link): <ftp://ftp.odot.state.or.us/AsConstructedPlans/>, create a subfolder under the “Bridge” folder using the ODOT key number for the subfolder name. Place the MicroStation and PDF files in the key number folder.
 - Also place copies in same FTP folder of the following reports/records prepared/submitted in earlier phases:
 - Copy of Final Foundation report.
 - Copy of Pile Records. (If applicable).
 - Copy of Final Hydraulic Reports (scour analysis report included in this report)
 - Send email notification to APM, LAPM (if applicable) and to ODOTBridgeEngineeringSection@odot.state.or.us after placing files on FTP site (include link to applicable FTP subfolder in email).
2. **ODOT PROJECTS ONLY - Mylar plan sheets stamped and signed showing hand drafted as-constructed markups (size according to the Bridge Design and Drafting Manual)**
 - Submit 1 set to ODOT Bridge Section (4040 Fairview Industrial Dr SE MS#4; Salem, OR 97302-1142).
3. **LPA PROJECTS ONLY -11 inch x 17 inch PDF plan sheets stamped and signed - as-constructed markups-**
 - Send email notification to APM, LAPM (if applicable) and to Submit signed, final copy containing final construction notes in electronic PDF format to: ODOTBridgeEngineeringSection@odot.state.or.us

Task CE-5.3 Structure Load Rating

ODOT Bridge Section has implemented the Load and Resistance Factor Rating (LRFR) method, based on the 2011 AASHTO Manual for Bridge Evaluation (MBE) with interim revisions. All bridges in Oregon (regardless of the owner) will be rated following the ODOT LRFR Load Rating Procedures. ODOT owned bridges will use the Oregon Specific Live Load Factors and all other bridges will use the re-calibrated National Live Load Factors.

Consultant shall perform load ratings in conformance with the LRFR procedures and software specified in the ODOT LRFR Manual (current edition at time load rating work is performed), including all reference standards incorporated into the manual in section 1.3.1.

The ODOT LRFR Manual and all resources and templates that must be used for LRFR load rating procedures, as described in the ODOT LRFR Manual, are available on line at the following link:
<ftp://ftp.odot.state.or.us/Bridge/LoadRating/LRFR>.

For structure types that are not covered in the ODOT LRFR Manual - as stated in Section 13.2 of the ODOT LRFR Manual; it is expected that the methodology and workflow be as consistent as possible with the other structure types already covered in the manual. All load ratings in LRFR follow the same Load and Resistance Factor methodology.

Consultant shall base load rating on the final construction contract plans and modified to reflect as-constructed conditions. Consultant shall develop load rating reports for the bridge completed for the Project based on the ODOT load rating format.

Deliverables:

Submit within 90 calendar days after Second Notification -

- For ODOT Projects only:
 - Provide a PE Stamped load rating calculation book with CD containing all electronic files to Agency.
 - Submit 1 set to ODOT Bridge Section (4040 Fairview Industrial Dr SE MS#4; Salem, OR 97302-1142).
 - The submittal must conform to the requirements detailed in the "Deliverables" section of the ODOT LRFR Manual.
- For local agency owned bridges:
 - Provide a PE Stamped load rating calculation book with a CD containing all electronic files to Agency.
 - Provide a second copy of the bound and PE stamped load rating calculation book and CD to Agency, which will then be delivered to the LPA.
 - Submit both sets to ODOT Bridge Section (4040 Fairview Industrial Dr SE MS#4; Salem, OR 97302-1142).

E.2 PROJECT SCHEDULE

Schedule Assumptions

The Project is scheduled for a February 2018 bid opening for the CC. It is anticipated that the CC will receive NTP no later than April 2018. LAPM shall issue the CC Notice of Award and NTP in accordance with the contract documents.

- All construction work is assumed to be completed by October 30, 2018.

- All work for this CA/CEI SOW is to be completed within 30 calendar days of LAPM issuing Final Acceptance to CC.
- Construction Contract Completion Date as specified in the construction contract is October 30, 2018.

F. CONTINGENCY TASKS

CONTINGENCY TASK DESCRIPTION	(UNIT) NTE	MAX QUAN.	METH OD OF COMP.	CONTINGENCY NTE AMOUNT
Total NTE For All Contingency Tasks:				\$0

ATTACHMENT A

ACRONYMS & DEFINITIONS

AASHTO	American Association of State Highway and Transportation Officials
Acceptance	In this WOC, "Acceptance" or "Accept" means that Agency has reviewed the deliverable(s) submitted by Consultant and finds the deliverable(s) submitted in reasonable compliance with WOC requirements. Agency Acceptance does not release Consultant from liabilities due to any Errors or Omissions with respect to Consultant's Services and/or deliverables.
Agency/ODOT	Oregon Department of Transportation
APM	Agency's Project Manager for CA/CEI Phase
CA	Contract Administrator
CA/CEI	Contract Administration/Construction Engineering and Inspection
CAgT	Certified Aggregate Technician
CAT I	Certified Asphalt Technician I
CAT II	Certified Asphalt Technician II
CBCI	Certified Bridge Construction Inspector
CC	Construction Contractor
CCO	Contract Change Order
CCT	Concrete Control Technician
CE	Construction Engineering
CEBT	Certified Embankment and Base Technician
CECI	Certified Environmental Construction Inspector
CDSI	Certified Drilled Shaft Inspector
CDT	Certified Density Technician
CGI	Certified General Inspector
Change Order	Contract Change Orders (CCO), Extra Work Orders (EWO) and State Force Orders (SFO)
CMDT	Certified Mix Design Technician
CPS	ODOT Contract Payment System
CSTT	Concrete Strength Testing Technician
CTSI	Certified Traffic Signal Inspector
CUF	Commercially Useful Function
DBE	Disadvantaged Business Enterprises
DRR	Documentation Review Report
EEO	Equal Employment Opportunity
EWO	Extra Work Order
FHWA	Federal Highway Administration
FIR	Field Inspection Report
HMAC	Certified Hot Mixed Asphalt Concrete Inspector
IA	Independent Assurance
IGA	Intergovernmental Agreement
Inspector	Representative of Consultant, with appropriate certifications, authorized to inspect and report on construction contract performance.
IQAP	Inspection Quality Assurance Program
LAPM	Local agency project manager
LPA	Local Public Agency
LRFD	Load and Resistance Factor Design

NTE	Not to Exceed
NTP	Notice to Proceed
OCR	ODOT Office of Civil Rights
OJT	On-the-Job Training
ORS	Oregon Revised Statutes
PA	Price Agreement
PE	Preliminary Engineering
PM	Consultant's Project Manager for CA/CEI Phase
POR	Professional of Record
QA	Quality Assurance
QAC	Quality Assurance Coordinator
QA/CA Plan	Quality Assurance & Contract Administration Plan
QC	Quality Control
QCCS	Quality Control Compliance Specialist
RAS	Region Assurance Specialist
RFI	Request for Information
RFP	Request for Proposal
ROW	Right of Way
SFM	Survey Filing Map
SFO	State Force Order
SOW	Statement of Work
Standard Specifications	<u>Oregon Standard Specification for Construction</u> - current version in effect during CA/CEI phase for this Project
TP&DT	Temporary Protection & Direction of Traffic
WOC	Work Order Contract
WYDOT	Wyoming Department of Transportation

Yamhill County Public Works
Palmer Creek Road Bridge
Construction Contract Administration and Construction Engineering & Inspection Services
OBEC Consulting Engineers

ATTACHMENT B
FEE SCHEDULE

January 4, 2018

TASK	Principal/Vice President	Division Manager 1	Division Manager 1	Division Manager 1	Construction Project Manager	Engineer 6	Engineer 3	Drafting Supervisor	Project Surveyor - Team Lead	Survey Tech 3	Senior Environmental Specialist	CAD Drafter 4	Project Administrator/Project Controller	Construction Engineer 4	Survey Tech 1	TOTAL HOURS	FEE	TASK BUDGET
TASK CE-1 PROJECT MANAGEMENT OF CA/CI SERVICES	GNH	JRK	NFR	ALSA	PCS	KCA	DJD	AJP	BJD	JRS	BDS	CMA	IJA	DAW				
CE-1.1 Coordination	0	0	0	16	4											68		\$107,740.00
CE-1.2 Status Reports and Invoices				8												16		\$2,844.00
TASK CE-2 CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING AND INSPECTION																		
CE-2.1 Construction Contract Administration				36												150		\$19,440.00
CE-2.2 Project Progress Meetings				48												96		\$12,480.00
CE-2.3 Shop Drawing & Submittal Review				4	0	24										24		\$7,920.00
CE-2.4 Consultation, Design Modifications and Claim Support	4	8	4	40	16	16										136		\$70,728.00
TASK CE-3 MONITORING AND INSPECTION																		
CE-3.1 Construction Activity Monitoring																840		\$104,900.00
CE-3.2 Quality Control Monitoring (New-Field Tested & Field-Tested Materials)				60												88		\$13,444.80
TASK CE-4 CONSTRUCTION SURVEYING (RESERVED)																		
TASK CE-5 PROJECT CLOSE-OUT																		
CE-5.1 Final Inspection(s) & Submittals				32	2	4	4					12				88		\$12,800.00
CE-5.2 As-Constructed Plans					24											28		\$3,744.00
CE-5.3 Structure Local Rolling																42		\$5,560.00
TOTAL NON-CONTINGENCY HOURS	12	16	14	244	54	52	4	0	0	0	0	12	216	1004	0	1628		
CONTINGENCY TASKS																		
TOTAL CONTINGENCY HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TOTAL HOURS	12	16	14	244	54	52	4	0	0	0	0	12	216	1004	0	1628		
AVERAGE HOURLY RATES	\$243.00	\$186.00	\$186.00	\$168.00	\$168.00	\$113.00	\$143.00	\$143.00	\$143.00	\$99.00	\$177.00	\$99.00	\$115.00	\$127.00	\$61.00			
TOTAL LABOR ESTIMATE	\$2,916.00	\$3,008.00	\$2,632.00	\$40,992.00	\$9,072.00	\$5,980.00	\$572.00	\$572.00	\$0.00	\$0.00	\$0.00	\$1,188.00	\$24,840.00	\$172,508.00	\$0.00			
TOTAL OBEC LABOR ESTIMATE																		\$218,708.00
MISCELLANEOUS EXPENSES																		\$2,888.50
TOTAL OBEC PROJECT ESTIMATE																		\$221,596.50
TOTAL CONTINGENCY PROJECT ESTIMATE																		\$0.00
TOTAL ESTIMATED COSTS (INCLUDING CONTINGENCY TASKS)																		\$221,596.50

B.O. 18-76