

Sample Work Order Contract Template

WORK ORDER CONTRACT # _____
PRICE AGREEMENT ("PA") # _____
Project Name/Location: _____

This Work Order Contract ("WOC") is entered into by and between the State of Oregon, by and through its Oregon Department of Transportation ("Agency" or "ODOT"), and _____ an [Enter the state of incorporation if consultant is a corporation] _____ corporation ("Consultant" or "Contractor"). This WOC incorporates by this reference:

- a. all of the Terms and Conditions contained in Part II of the above referenced PA;
- b. the provisions from the PA Exhibits with the exception of: E, E.1, K, L [Leave "K" listed here as an exception if WOC includes any fed funding.] [Leave "L" listed here as an exception if PA includes Exhibit L and use of ProjectWise will not be required for this Project.]
- c. the attached Statement of Work and Delivery Schedule;
- d. the attached Acronyms & Definitions [Delete if not included as attachment at end of SOW]
- e. the attached Breakdown of Costs ("BOC") {except for Fixed-Price, file copy only};
- f. the attached DBE Provisions [Delete if no Federal Funding]
- g. the Committed DBE Breakdown and Certification Form(s); [If DBE goal is assigned to WOC, otherwise delete]
- h. the attached ProjectWise Network Provisions [Confirm applicability of ProjectWise for the Project with APM. If applicable and the ProjectWise Exhibit is not part of the PA, leave in this reference and insert the PW Exhibit attached to the WOC. Otherwise delete exhibit and references to PW.]

WOC EXPIRATION DATE: [Enter expiration date that is 6 months (or more) beyond the latest due date for deliverables. This does not change the performance schedule or due dates for deliverables. What it does is avoid unwanted expiration by allowing time for: 1) unexpected delays; 2) Agency review of deliverables [and Consultant revision if needed]; and 3) non-emergency processing of amendments for time extensions and statement of work revisions as needed.] _____. The required schedule for performance under the WOC is specified in the Statement of Work and Delivery Schedule.

DBE (WOC includes federal funds? Y <input type="checkbox"/> N <input 2"="" type="checkbox/>)</td> <td colspan="/> No DBE Goal [OR] DBE Goal: _____ %			
Certified Small Business Aspirational Target (for State-only funded WOCs over \$100,000, including as amended; see PA Exhibit K): 12 % [Use 12% for all State-funded WOCs over \$100,000; Use "N/A" for WOCs with Fed funding] N/A			
Expenditure Account ("EA") #	Fed Aid #: [OR] N/A	ODOT Key # [OR] N/A	
The Total Not-to-Exceed ("NTE") amount for this WOC. This total includes: all allowable costs, profit, and fixed-fee amount (if any), shown in section H.4; and \$_____ for contingency tasks, each of which must be separately authorized by Agency.			\$

This WOC is effective on the date it has been signed by the Parties and all required State of Oregon approvals have been obtained. No Payment shall be made for Services that are performed before: i) the WOC effective date and ii) a Notice-To-Proceed has been issued by Agency.

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

- (1) Consultant has provided its correct taxpayer identification number to Agency for the above-referenced PA.
- (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; the elderly rental assistance program under ORS 310.657; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

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

- (1) Consultant has read, understands and agrees to comply with the requirements set forth in the PA and in all Exhibits and other documents incorporated by reference in the PA.
- (2) Consultant understands and agrees that any exhibits or other documents not physically attached to the PA that are incorporated by reference have the same force and effect as if fully set forth herein.
- (3) (a) If required by 40CFR1506.5(c), Consultant has no financial or other interest in the outcome of the Project; and [Check one of the following two certifications as applicable]:
 (b) ☐ Consultant understands and has provided to all Associates the ODOT COI Guidelines and COI Disclosure Form. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the COI

PA # _____; WOC # _____; Key # _____

Guidelines and have no conflicts of interest, no ODOT employees hired within the last one-year period, and no other disclosures required per the COI Guidelines and COI Disclosure Form. "Associate" has the meaning provided in the COI Guidelines.

(c) ☐ All disclosures required, per the COI Guidelines and COI Disclosure Form, for Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates (as defined in the COI Guidelines) have been indicated on the Conflict of Interest Disclosure Form(s) submitted regarding this WOC, and if determined necessary by Agency, a mitigation plan has been approved by Agency.

(The COI Guidelines and COI Disclosure Form are available at: <http://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>)

[Item (4) is required if any federal funding and if WOC, including as may be amended, will exceed \$100,000]

(4) (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this WOC, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying."](#) in accordance with its instructions.

(c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.

(5) Consultant is an independent contractor as defined in ORS 670.600 and as described in [IRS Publication 1779](#).

(6) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this WOC 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 WOC.

[Revise signature lines as necessary for this WOC. Delete Deputy Director signature line if not required.]

Expenditure authority signature was provided on PSK request form. Effective 7/1/15 all new PSK requests must include expenditure authority signature.]

CONSULTANT: _____

Signature & Title

Date

LEGAL SUFFICIENCY: (Approved by _____ via email dated _____) or (Not required per _____)

ODOT (Procurement Authority)

Signature

Print Name

Date

STATEMENT of WORK and DELIVERY SCHEDULE

for

WOC # _____ under PA # _____

Project Name _____

Name: Address: Phone: Fax: Email:	Agency's Project Manager ("APM") for the WOC [Enter name of APM for the WOC. The APM is responsible for the day-to-day oversight and review of Consultant Services/Deliverables. The APM may or may not also be named as the WOC Administrator.] _____@odot.state.or.us	Name: Address: Phone: Fax: Email:	Consultant's Project Manager ("PM") for the WOC _____.com
Name: Phone: Email:	Agency's Contract Administrator for the WOC [The ODOT individual responsible for administration of the WOC must be identified.]	Name: Phone: Email:	Alternate Contact for Consultant [this information is optional]

Agency may change the APM designation by promptly sending written notice (e-mail notice or electronic amendment acceptable) to Consultant, with a copy to ODOT Procurement Office. Changes to Agency's WOC Administrator must be done by amendment or electronic amendment. Any changes to Consultant's Project Manager must be approved in writing (e-mail acceptable) by Agency. Consultant shall provide written notice (email acceptable) to Agency of any changes to Consultant's other contacts for this WOC.

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for Services in connection with the following public improvement or public works project (the "Project"):

[Insert a detailed description of the Project with which Consultant's Services are connected. State the purpose/scope of the services Consultant will be performing (not the specific tasks and deliverables), Project objectives and Project background information. If it will help the reader or parties to better understand the Project, include brief background information such as how the Project came about, why it is needed, who is involved, and what is to be achieved through this Project.]

Phases of Services [Revise as necessary or delete if not applicable.]

The contracted Services will be a phased development as follows:

- Phase I – Design Acceptance
- Phase II – Final Design
- Phase III - Construction Contract Administration, Construction Engineering and Inspection

Following completion of a given phase, Agency may, at its discretion:

- Amend this WOC to add the next phase (or various elements), or
- Elect to complete subsequent phase tasks with in-house staff, or
- Assign subsequent phase tasks to another consulting firm.

Agency and Consultant shall negotiate the detailed tasks, deliverables, schedule and costs for each phase Agency elects to add. Each added phase will be authorized only by written WOC amendment with all required approvals and signatures.

Construction Budget [Agency's budget for the construction contract must be entered below if this WOC includes, or will include in future phases, preparation of design plans. If not applicable, delete this Construction Budget subsection. See Price Agreement Part II, Section 6.c – Design Within Funding Limit for Consultant requirements for design and notification of budget deficiencies. If Consultant believes construction budget is insufficient, they must demonstrate this to Agency prior to significant development of design.]

The estimated construction contract price for the Project described in this WOC is \$ _____.

Agency Responsibilities

[Enter items provided or completed by Agency, if any – delete if none.]

Acronyms and Definitions

[Include here (or at the end of SOW as Attachment A) a table of definitions for acronyms and technical terms if many are used throughout SOW. Delete whichever is not used (this subsection or the Attachment A section for acronyms and definitions).]

B. STANDARDS and GENERAL REQUIREMENTS

The standards and general requirements applicable to this WOC are stated in the parent PA. In addition to those stated in the PA, the following shall apply to this WOC:

[Use the following subsections to list any requirements specific to this WOC that are not included in the PA - delete if none.]

1. Standards

- _____
- _____

2. Software Requirements

3. Licenses, Registrations and Qualifications

4. General Requirements

5. Compliance with Applicable Law (in addition to those identified in the PA)

[Include the following ADA language, three paragraphs, in all WOCs.]

6. ADA Compliance – Assessment, Design, Inspection. When the Services under this WOC include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:

- a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (“ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and shall
- b. Follow ODOT’s processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

When the Services under this WOC Contract include **inspection** of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. In addition, at Project completion, Consultant shall send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to ODOT’s Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets

ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address: <http://www.oregon.gov/ODOT/Forms/Pages/default.aspx>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

C. REVIEW, COMMENT and SCHEDULE OVERVIEW

- Consultant shall coordinate with Agency staff as necessary and shall revise draft deliverables to incorporate Agency draft review comments.
- Consultant shall incorporate comments within 10 business days from receipt by Agency and return the Final to Agency staff, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

D. FORMAT REQUIREMENTS

- Consultant shall submit draft deliverables in electronic format via email (and hard copy if requested).
- Consultant shall also submit all graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Additional format requirements may be listed with specific tasks/deliverables in the SOW or in the PA.

E. TASKS, DELIVERABLES and SCHEDULE

Unless the WOC is terminated or suspended, Consultant shall complete all tasks and provide all deliverables (collectively, the "Services") included in this WOC and in accordance with the performance requirements and delivery schedules included in this WOC. For purposes of standardization, the task numbering in this SOW may be non-sequential. [Recommended standardized task numbering is available [here](#).]

The delivery schedule is listed under each task. [OR] The delivery schedule is consolidated in a table at the end of Section E.

[The delivery schedule for each deliverable may either be listed under each task or consolidated along with a summary list of Tasks/Deliverables in table at the end of the task section (shouldn't be in both places due to potential inconsistencies). Generally, it is helpful for contract administration purposes to have one consolidated delivery schedule that can be used as a checklist, especially if the SOW is more than 5 or 10 pages long.

Invoice Preparation - may be listed as a task and/or deliverable (and may include costs in BOC) only if ODOT has on a file a signed [Certification of Invoicing and ODC Billing Practices](#) from the Consultant that indicates invoice preparation is charged to each project and is not included in the firm's overhead. Firm's approved for invoice prep charges are identified in the [Billing Rate Share Drive](#) maintained by OPO. The invoice limitation does not apply to project status reports, which are a required deliverable to be submitted with monthly invoices.]

1 _____

1.1 _____

Deliverables:

F. CONTINGENCY TASKS [Projects may have work that can reasonably be anticipated but may or may not be needed, depending on conditions that arise or change during a project period. This condition dependent work is considered to be contingency work and must be planned for in the SOW and budget. Any contingency

tasks or deliverables in the SOW must be within the scope of Services of the RFP. In the SOW, each contingency item must clearly be labeled as "Contingency" and must include a defined task, deliverable(s) and a schedule (normally listed as a number of calendar days from NTP for the contingency task).

If no Contingency Tasks, delete text and table below and mark Section F as "Reserved". If contingency tasks are used, they must be detailed in section E – Tasks, Deliverables and Schedule (normally listed as a number of calendar days from NTP for the contingency task) with each labeled as a "Contingency Task". Also enter contingency task headings and dollar amounts in the table below. See "Contingency Task Costs" in WOC Attachment section.]

The table below is a summary of contingency tasks that Agency, at its discretion, may authorize Consultant to perform. Details of the contingency tasks and associated deliverables are stated in the Task section of the SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) Notice-to-Proceed ("NTP") issued by Agency's APM. If requested by Agency, Consultant shall submit a detailed cost estimate for the agreed-to contingency Services (within the NTE amount(s) in the Contingency Task Summary Table) within the scope of the contingency task.

If Agency chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, agreed-to due date for completion and NTE for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the "NTE for Each" amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without an amendment to the WOC. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant's invoice.

Contingency Task Summary Table

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount
C.1.3.1 Project Meetings	\$_____	_____	FP	\$_____
C.3.8.5 Detailed Noise Mitigation Analysis	\$_____	_____	T&M	\$_____
C.14.1 Public Involvement Meeting(s)	\$_____	_____	T&M	\$_____
Total NTE For All Contingency Tasks:				\$_____

G. ADDITIONAL PROVISIONS FOR WOCs

[Delete this section and mark as "RESERVED" if it does not apply. Otherwise, delete any individual provisions that do not apply and add any provisions (such as special insurance requirements not covered in Exhibit C of the PA). If the PA does not have the referenced Attachment 1 to Exhibit F, you will need to include the full text of the referenced provisions in the WOC.]

1. Project Cooperation. All Project Cooperation provisions, as detailed in Attachment 1 to PA Exhibit F, shall apply to this WOC.

2. Key Persons. All Key Persons provisions, as detailed in Attachment 1 to PA Exhibit F, shall apply to this WOC. Consultant acknowledges and agrees that Agency selected Consultant, and is entering into the WOC because of the special qualifications of Consultant's key personnel. In particular, Agency, through the WOC is engaging the expertise, experience, judgment and personal attention of the following Key Persons: [At minimum, the Consultant's PM should be identified as a Key Person.]

Name	Role

In the event Consultant requests that Agency approve a re-assignment or transfer of a Key Person:

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

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

3. Staffing Adjustments. Consultant may make necessary staffing adjustments (other than Key Personnel) to the proposed staff (as shown in Consultant's BOC) provided:

- the alternate staff are appropriately qualified to complete the assigned tasks,
- any changes do not exceed approved billing rate maximums for the classification, and
- the Services can be completed without exceeding WOC (or task, if applicable) NTEs.
- Consultant shall email notice to APM prior to implementing needed changes to staffing assignments.

4. (Does not apply to fixed price or fixed price per unit type WOCs.) Task Budget Monitoring. The budget shown for each task is the best estimate at time of WOC (and Amendment, if applicable) execution. However, as work under the WOC progresses it may dictate that more funding be applied to some tasks and less to others. Consultant shall identify task budget refinements (within the limits of the not-to-exceed amount established for this WOC) on a monthly basis as part of the invoicing and status report.

[Include the following ODOT Web Standards language whenever an ODOT WOC includes consultant tasks for development or maintenance of websites or web content related to ODOT projects or programs; otherwise delete. Contact Sally Ridenour if an exception to the ODOT Web Standards is necessary for the Project.]

5. ODOT Web Standards. Consultant shall perform all web-related Services required under this WOC in conformance with the **ODOT Web Standards** (available at: <http://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx>), which is incorporated into this WOC with the same force and effect as though fully set forth herein. ODOT shall have ownership and control of work products developed by Consultant as set forth in the terms and conditions of the Price Agreement under "Ownership of Work Product".

[The following provision is required for all FHWA-funded WOCs that include:

- o preliminary and final design services in a single contract for a project with pending NEPA decision documents;
- o NEPA Document preparation, final design and/or CA/CEI services in a single WOC; or
- o final design services under a single WOC in which the final design solicitation will be published prior to the NEPA decision date.]

6. NEPA Decision Documents and Final Design. Agency is not obligated to proceed with final design for any alternative; all reasonable alternatives will be evaluated and given appropriate consideration,

and the Consultant under the WOC may not proceed with final design until the relevant NEPA decision documents have been issued.

[The following provision is required if NEPA Document preparation is combined with preliminary engineering, final design and/or CA/CEI services:

7. NEPA Document Objectivity. If Agency concludes, at any time during the term of this WOC, that the Environmental Impact Statement, Environmental Assessment or Categorical Exclusion (as applicable) was not prepared with objectivity in accordance with 23 USC 112 (f), the Consultant shall not be eligible to complete the remaining tasks associated with this WOC.

[The following applies if the WOC includes preparation of EIS, EA or Cat-Ex.]

8. Preparation of EA, EIS or Categorical Exclusion. If a consultant is awarded a WOC to prepare an Environmental Impact Statement, Environmental Assessment or Categorical Exclusion for a project, that consultant and its Affiliates may prepare the designs/plans/specifications for the project or may propose under a separate solicitation to prepare designs/plans/specifications for the project only if Agency concludes that the NEPA document was prepared with objectivity. Agency is not obligated to proceed with final design for any alternative. All reasonable alternatives will be evaluated and given appropriate consideration, and consultant may not proceed with final design until the relevant NEPA decision documents have been issued (e.g., Categorical Exclusion, Finding of No Significant Impact, or Record of Decision).

[**Special Insurance Requirements:** If there are any insurance requirements necessary for the project that are not listed in Exhibit C of the PA, include them in this section.]

H. COMPENSATION

Guidelines for selecting appropriate method of compensation, see Exhibit C of Negotiations Guide:
<\\scdata2\oponet\ProcurementManual\pmn01.pdf>

The method(s) of compensation and payment option(s) selected below (**and as specified for any Contingency Tasks in the table in Section F**) are incorporated from Exhibit B to the PA. For additional detail and requirements regarding compensation methods, payment options, or Agency's right to withhold retainage, see PA - Exhibit B, Compensation. No compensation is provided to Consultant for negotiations, preparing or revising cost estimate for Services, or negotiating contracts with subcontractors. [The following sentence normally applies to phased development projects where each phase is done with a standalone SOW; delete if not applicable.] Note: Some tasks (e.g., Project Management for Services) will be ongoing throughout the performance of the WOC ; however, all tasks are only budgeted for the level of effort applicable to the current phase of the WOC.

H.1 Non-Contingency Tasks [Unused options may be deleted]

The method(s) of compensation for non-contingency tasks in this WOC is:

- ☐ [Note: CPFF does not apply to non-A&E WOCs. For A&E and Related Services, until additional training is developed, CPFF option may not be used unless special permission is received from Management.] -Cost-Plus-Fixed-Fee with not-to-exceed ("CPFF") see Section H.3
- ☐ Fixed Price (includes all labor costs, overhead, profit, travel and other expenses)
- ☐ Fixed Price (including all expenses except travel). Approved travel expenses will be reimbursed at the rates provided in PA Exhibit B, Section B (Travel) up to the Travel NTE Amount identified in Section H.4, Compensation Summary Table)
- ☐ Fixed Price Per Deliverable (includes all labor costs, overhead, profit, travel and other expenses)
- ☐ Fixed Price per Milestone for all non-contingency Services (includes all labor costs, overhead, profit, travel and other expenses)

[For Fixed Price per Deliverable or Milestone, complete the following table and add rows as needed. For multiple iteration deliverables, such as meetings for example, include the fixed unit prices and quantity.]

Fixed Price Per Deliverable/Milestone Table [Delete table if not applicable]

Task	Deliverable	Fixed unit price	Max Quantity	Total
1.2	Monthly Status Report	\$ 150	14	\$ 2100
1.3	Project Meetings	\$ 300	10	\$ 3,000
1.4	Public Involvement Meetings	\$ 1250	3	\$ 3750
2.1	Draft Detailed Noise Mitigation Analysis			\$ 4,150
2.2	Final Detailed Noise Mitigation Analysis			\$ 850

- ☐ Fixed Price per other [Describe alternate method of fixed price compensation.]
- ☐ Time and Materials with Not-To-Exceed ("T&M")
- ☐ Price Per Unit Price Per Unit detail is provided in the following table:

Price Per Unit Table [Delete table if not applicable]

Task No. and Unit Description	Price Per Unit	Max Quantity	NTE per item
Total NTE (Enter this amount in section H.4, Line 5 of the Compensation Summary Table):			

[Fill in fields in next paragraph if using more than one compensation method. Delete "Mixed Method of Compensation" paragraph (blue highlighted text) if using only one method.]

Mixed Method of Compensation

The methods of compensation for non-contingency tasks in this WOC are:

- CPFF for the following tasks: _____
- Fixed Price for the following tasks: _____
- T&M for the following tasks: _____
- Cost reimbursement for allowable travel expenses. The NTE amount for travel expenses is entered in section H.4, Compensation Summary Table
- Price Per Unit detail is provided in the above Price Per Unit Table.

The dollar amount(s) for non-contingency tasks is entered in Section H.4, Compensation Summary Table.

H. 2 Payment Options (Except for Fixed Fee on CPFF WOCs - see H.3).

[For all WOCs, select the payment option below. If Cost-Plus-Fixed-Fee method is checked in H.1 (CPFF does not apply to non-A&E), select the progress payment option for reimbursement of the "Cost" portion of the budget below and identify "Fixed-Fee" payment option in Section H.3. If not using CPFF, delete blue highlighted text on heading of this section H.2.]

The payment option for the Services in the attached SOW is:

- ☐ Monthly Progress Payments for acceptable and verifiable progress (For costs on CPFF or T&M);
- ☐ Monthly progress payments for percentage of Services completed (For Fixed Price);

- ☐ Payment upon Milestone, Deliverable or other Unit completion;
☐ Single Payment for Full Completion of Services.

H.3 Fixed Fee (for CPFF). [Delete text and table below and mark Section H.3 as "Reserved" if not using cost-plus-fixed-fee method of compensation.]

The total Fixed Fee amount is entered in section H.4, Compensation Summary Table, line 2.

The Method for Payment of Fixed Fee is:

☐ **Partial Payments** – the Fixed-Fee will be paid incrementally for completed deliverables or milestones. Identify milestones and dollar amounts in the following table:

Milestones/Deliverables	Milestone 1	Milestone 2	Milestone 3	Milestone 4
Fixed-Fee Increments	\$	\$	\$	\$

☐ **Progress Payments** – the Fixed-Fee will be paid for accepted and verified progress based on an estimated percentage of completion of the services and deliverables required under the WOC.

☐ **Single Payment (Lump Sum)** - the Fixed-Fee will be one payment following completion and Agency acceptance of all required Services and deliverables.

☐ **Other** – (Describe alternate method of fixed fee payment here.)

H.4 Total WOC NTE Amount

[The table below is used to show a summary of costs. Enter "N/A" on any of the line-items that are not applicable. If this is a Fixed Price WOC, travel costs are entered on line 4 only if travel is reimbursed at cost (up the travel NTE) and travel is not in the fixed price amount.]

	Compensation Summary Table	Amount
1. CPFF NTE Amount (not including Fixed-Fee or contingencies)	NTE Amount for allowable costs of non-contingency Services in this WOC. Basis for Fixed-Fee calculation: \$43,000 [Basis = CPFF NTE amount minus direct non-labor expenses, labor costs for firms using NBRs (these rates already include profit), FCCM, and costs for contingency tasks, if any.]	\$81,000
2. Fixed-Fee Amount	Total of non-contingency Fixed-Fee amount(s) (for CPFF only)	4,000
3. Fixed Price Amount	Total of non-contingency Fixed Price amount(s)	N/A
4. T&M NTE Amount (or) Travel NTE Amount	Total for any non-contingency Services	N/A
5. Price Per Unit NTE Amount	Total NTE for non-contingency Price Per Unit Costs	N/A
6.	Total Non-Contingency Amount (line 15 of BOC Summary tab):	\$85,000
7.	Total for Contingency Tasks (if any) per Section F above:	\$0
TOTAL NTE (line 6 plus line 7) This amount includes all direct and indirect costs, profit, Fixed Fee amount (if any) and contingency task costs (if any).		\$85,000

[Also enter this amount on row A in the table on page 1 of the WOC.]

H.5 Invoices

Invoices must be in conformance with the ODOT Invoice Requirements Guide and any other PA requirements. The Invoice Requirements Guide is available on the Internet at:

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

Enter the correct email box address(es) in the blue highlighted field below -

- For ODOT projects under statewide PAs, submit invoices to OPOContractInvoices@odot.state.or.us and APM.
- For LPA projects under statewide PAs, submit invoices to the APM/LAL without copy to OPO invoice mailbox.
- For Region 1 Services under statewide PAs, submit invoices to Region1ContractInvoices@odot.state.or.us, APM/LAL (and OPOContractInvoices@odot.state.or.us for ODOT projects).
- For Services under the Small Contracting Program, submit invoices to OPOContractInvoices@odot.state.or.us and APM
- For Services that are not under statewide PAs, submit invoices to the APM (and Region1ContractInvoices@odot.state.or.us for Region 1 projects)

Consultant shall submit invoices electronically via email to _____ and APM.

[OCR has asked that the following language be **included in all WOCs that include subcontractors**. The form is already required in Exhibits E and K of the PA, but some firms are not submitting the form.]

H.6 Subcontractors “Paid Summary Report”

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

WOC ATTACHMENTS

ATTACHMENT A – ACRONYMS & DEFINITIONS

[Revise table as needed for acronyms and technical terms if many are used throughout SOW. If a definitions table is included elsewhere in the SOW, the following list can be deleted and Attachment A labeled as RESERVED.]

Agency – Oregon Dept. of Transportation	NTP – Notice to Proceed
APM – Agency’s Project Manager for WOC	ODOT – Oregon Department of Transportation
BOC – Breakdown of Costs	ORS – Oregon Revised Statute
CPFF – Cost Plus Fixed Fee	PA – Price Agreement
DBE – Disadvantaged Business Enterprise	PM – Consultant’s Project Manager for WOC
FP – Fixed Price	SOW – Statement of Work
	T&M – Time and Materials
NTE – Not to Exceed	WOC – Work Order Contract

ATTACHMENT B - BREAKDOWN OF COSTS FOR SERVICES

- For T&M and CPFF, use option 1 below to incorporate, option 2 to insert files as objects, or option 3 to paste rate schedules and BOC in WOC (overhead schedules should never be inserted in WOC). **Note: When emailing for fax signatures on CPFF or T&M WOCs, the BOC is not required to be pasted into the WOC and may be sent in the email as separate attachment(s).**
- If Option 2 is used, also place a copy of the BOC and rate schedules used in the cost data folder for the WOC. This option may be suitable for small WOC without multiple rate schedules or where only NBRs are used.
- For Fixed-Price, rate schedules and BOC are kept in WOC file but not incorporated in WOC.

- Delete whichever optional paragraph below is not used.

[Option 1] The Breakdown of Costs (BOC) dated _____ is not physically attached but incorporated into this WOC by this reference with the same force and effect as though fully set forth herein. A copy of the final BOC has been provided to Consultant prior to WOC execution.

[Option 2] The BOC approved for this WOC is inserted below.

[Instructions re BOC:

BOC or BOC-NBR?

- If the estimate includes labor costs based on ESR rate schedules (or a mix of ESRs and NBRs), then prepare cost estimate using Agency's standard BOC spreadsheet available at the following link:
<http://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/BOC.xls>
- If the estimate is based solely on NBR schedules, then prepare the cost estimate using Agency's "BOCnbr" form available at the following link:
<http://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/bocnbr.xls>

The Breakdown of Costs (BOC) from Consultant **must be submitted for all methods of compensation** and must identify:

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

Notes:

- Provide to Consultant **BOC or BOC-NBR** form as applicable for the Services. If requested by Agency, Consultant shall use standardized form.
- The BOC must be submitted without profit included (profit will be negotiated following agreement on the SOW, labor costs and expenses; except when using NBRs).
- Cost estimates must be developed using approved labor rates and allowable expenses as described in the PA, Exhibit B.
- No mark-up is permitted on subcontractors (unless Agency's Procurement Office notifies Consultant otherwise in writing).
- **No mark-up is permitted on direct non-labor costs.**

[DBE Provisions: If WOC includes FHWA funding, include either the "Goal" or "No Goal" DBE Provisions as applicable and delete the other. **Note: DBE goals are not set for FRA or FTA funded contracts, but you would include the standard "no goal" DBE provisions.**

If no federal funding, delete both sets of DBE provisions and mark as "RESERVED".]

[No-Goal: Applicable to federally funded WOCs when no goal is assigned for DBE participation]

ATTACHMENT C - 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 13.1% for FHWA funded Contracts and 8% (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 <http://sam.gov>, 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 355 Capitol Street NE, MS 31 Salem, OR 97301-3871, Phone: 503-986-4350 Fax: 503-986-6382
- a. 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:** <http://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>
- **Documents:** <http://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>
- **49 CFR Part 26:** <http://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 for DBE Provisions

[If SOW section includes a definitions table and that table includes all of the following acronyms, then the following list can be deleted.]

APM	ODOT's or local agency's Project Manager for the WOC
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

[Goal: Applicable to federally funded WOCs with assigned DBE goals greater than zero]

ATTACHMENT C - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS A&E and Related Services (Goal)

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

- a. **Policy and Program Authorities:** ODOT and Contractor agree to abide by and take all necessary and reasonable steps to comply with these DBE Provisions and the following, which are incorporated in this Contract with the same force and effect as though fully set forth in this Contract:

- o [ODOT DBE Policy Statement](#)
- o [ODOT DBE Program Plan](#), and
- o 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 13.1% for FHWA funded contracting and 8% (proposed) for FTA funded contracting. For FHWA funded contracting, ODOT may assign DBE Contract goals to increase participation by DBEs. For any Contract with an assigned DBE goal, Contractor shall select a portion of work available under the Contract for DBE participation. Contractor may use DBE subcontractors, suppliers, manufacturers, or Professional Services and Related Services providers to fulfill the assigned DBE Contract goal as long as the DBE is certified in the types of work selected. The assigned DBE Contract goal remains in effect throughout the life of the Contract. Dollar values of participation shall be credited toward meeting the assigned DBE Contract goal based on DBE gross earnings.

- A separate DBE Contract goal, as set forth on page 1 of the WOC or project-specific Contract (as applicable), has been assigned for this procurement.

- c. **Nondiscrimination Requirement:** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of [49 CFR Part 26](#) in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see [49 CFR § 26.13\(b\)](#)).

- d. **Documentation of Proposed Participation:** Contractor shall document sufficient DBE participation to meet an assigned Contract goal or, alternatively, document adequate good faith efforts to do so (see [49 CFR § 26.53](#)). All work committed to a DBE firm toward meeting the assigned participation goal must be performed under a written subcontract. The subcontract must fully describe any work committed to be performed by the DBE and shall include all required flow-down provisions of the primary Contract. Contractor must complete and submit the following documentation, as applicable:

1. **Subcontractor Solicitation and Utilization Report (SSUR)** – submitted with proposal in response to formal and informal Requests for Proposals (RFPs).
2. **Breakdown of Costs (“BOC”) or (“BOC-NBR”), as applicable** - submitted prior to negotiation and execution of the Contract and each amendment that changes the scope of work and costs under the Contract. The BOC forms and BOC Requirements are available from the Internet at: <http://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. The BOC or BOC-NBR must clearly list any tasks or subtasks to be performed by subcontractors (DBEs and non-DBEs), each subcontractor's Federal Tax ID and identification of any required personnel. Include in the Expense Detail tab any required equipment and supplies furnished by the DBE, any of the prime contractor's resources that will be provided for the DBE's use, and identification of any second or lower tier subcontractors with the dollar amounts for each.
3. **Committed DBE Breakdown and Certification Form(s)-AE.** Required for all Contracts with assigned goals and completed prior to Contract execution and any proposed substitution. See submittal instructions on the Instructions tab of the form.
4. **Subcontractor Reporting:** Complete and submit an initial **Paid Summary Report** [form 734-2882] per the instructions on the form.

- e. **Good Faith Efforts:** Contractor shall make good faith efforts, as set forth in [49 CFR § 26.53](#), [Appendix A to Part 26](#), and ODOT DBE Program Plan, to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the Contract goal. Good faith efforts are required during solicitation, upon Contract award, and continue throughout the performance of the Contract to maximize DBE participation. The Agency (or local agency when applicable) Project Manager (“APM”) may request Contractor to submit evidence of good faith efforts prior to Contract execution or at any time during the course of the Contract and Contractor shall promptly submit such evidence. Contractor shall utilize the specific DBEs listed in the Committed DBE Breakdown and Certification form(s) to perform the work and supply the materials for which each is listed unless the contractor obtains ODOT’s prior written consent to terminate and replace a DBE as provided in section j. below. Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBEs as required by this provision.
- f. **Commercially Useful Function (“CUF”):** Contractor is responsible to ensure the DBE performs a commercially useful function on the Contract. A DBE performs a CUF when it is responsible for execution of the work of the Contract/subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Additional detail regarding CUF requirements and other conditions for counting participation by DBE contractors is set forth in [49CFR § 26.55](#). The APM will review the proposed DBE participation and may provide written comments as to whether the activities and type of work identified for DBEs complies with program regulations. In those instances where proposed activity and type of work violates applicable regulations, written comments will be offered as to corrective action required in order to comply with the regulations. ODOT may perform a CUF review at any time during the performance of the Contract.
- g. **Changes in Work Committed to DBE:** ODOT will consider the impact on DBE participation in instances where the prime Contract is amended to reduce, or delete work committed to the DBE. In such instances, Contractor shall not be required to replace the work but is encouraged to do so to the maximum extent practicable.
- h. **Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance under its contract no later than 10 calendar days from receipt of each payment Contractor receives from ODOT (or local agency when applicable) for the subcontracted work. In addition, within 10 calendar days of receipt of retainage from ODOT (or local agency when applicable), Contractor shall pay to each subcontractor the retainage that pertains to the work of that subcontractor.
- i. **Reporting Requirements:** Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. Contractor shall complete and submit initial, interim and final Paid Summary Report(s) [form 734-2882] per the instructions included on the form.
- j. **Termination of DBE Notification Requirement:** Contractor shall comply with all requirements set forth in [49 CFR § 26.53](#) regarding termination of DBEs including, without limitation, documentation of good cause, 5-day notice to the DBE subcontractor and ODOT, DBE responses, ODOT’s prior written consent of DBE termination, and replacement of DBEs. ODOT will provide such written consent only if it agrees the prime contractor has good cause to terminate the DBE in accordance with 49 CFR 26.53(f)(3).
- k. **Remedies:** Contractor’s failure to comply with these DBE Provisions and the requirements of [49 CFR Part 26](#) may result in one or more of the following administrative actions as deemed appropriate by ODOT: non-compliance documented in ODOT evaluation of Contractor performance, a corrective action plan prepared by Contractor, ODOT (or local agency when applicable) withholding of retainage, suspension of work, reporting of non-compliance to the federal System for Award Management (“SAM”) available at <http://sam.gov>, any other remedies provided under the Contract.
- l. **Information/Questions:** The DBE program is administered by the ODOT Office of Civil Rights (“OCR”). Questions related to the DBE Program may be sent via email to ocrinforequest@odot.state.or.us or otherwise directed to: Oregon Department of Transportation Office

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

Related Web Sites:

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

- o **Forms:** <http://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>
- o **Documents:** <http://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>
- o **49 CFR Part 26:** <http://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 for DBE Provisions

[If SOW section includes a definitions table and that table includes all of the following acronyms, then the following list can be deleted.]

APM	ODOT's or local agency's Project Manager for the WOC
BOC	Breakdown of Costs
BOC-NBR	Breakdown of Costs for Negotiated Billing Rates
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

[The following section (Committed DBE Breakdown and Certification Form) is required if DBE Goal is above zero; otherwise delete.]

- Consultant completes a [Committed DBE Breakdown and Certification Form-AE](#) for each DBE subcontractor;
- Consultant signs and obtains DBE signature (a separate form is required for each DBE sub) and emails PDF of signed form(s) to Purchasing & Contract Specialist (PCS);
- PCS places form(s) in OCR folder, sends notice to OCR, and includes the heading and language below to incorporate the signed forms.

ATTACHMENT C.1 - COMMITTED DBE BREAKDOWN and CERTIFICATION FORM(s)-AE

The signed [Committed DBE Breakdown and Certification Form\(s\)-AE](#) is not physically attached but incorporated into this WOC by this reference with the same force and effect as though fully set forth herein. A copy of the signed Committed DBE Breakdown and Certification Form(s) has been provided to the ODOT Office of Civil Rights (for review, approval and tracking purposes) prior to WOC execution.

**ATTACHMENT D - ODOT's ProjectWise Network
(June 2017)**

1. ProjectWise Access and General Requirements

Consultant shall include the provisions set forth in this Exhibit in any subcontract that will require subcontractor access to ODOT's ProjectWise network.

Consultant shall use ProjectWise for electronic submittal and receipt of files as necessary for the Project. Consultant employees, subcontractor employees, or other agents that will need access to ODOT's ProjectWise network must have an ODOT-approved ProjectWise account. Each individual that needs access must agree to the Terms and Conditions of Use set forth in the [External User Access Agreement – ODOT's ProjectWise Network form](#) as a condition of access to the ProjectWise Network.

Consultant shall submit a completed and signed form for every individual requiring access to ODOT for review and approval. Individuals with approved accounts will be provided access only to appropriate folders specific to the Project that they have been contracted to work on. Consultant, its subcontractors and each individual seeking or having access to ODOT's ProjectWise network shall follow the procedures provided in the [Contract Consultant and External User Roles, Responsibilities and Security Requirements – ODOT's ProjectWise Network](#) (as may be revised from time to time by ODOT).

Consultant shall promptly send notice to ODOT at ProjectWiseAdmin@odot.state.or.us to remove ProjectWise access for individuals that are no longer employed or that are reassigned or that otherwise no longer need access to ProjectWise for the Project. ODOT will send an attestation request to Consultant every 30 days (or such other period ODOT deems appropriate) to validate the list of individuals (including employees, subcontractor employees or other agents) with access to ODOT's ProjectWise network. Consultant shall respond in writing to ODOT within 3 business days of any such validation request.

2. Correct Use of ProjectWise

Any person approved for accessing and using ODOT's ProjectWise network on behalf of Consultant acquires the status of an "Account Holder". Consultant shall ensure each Account Holder: a) complies with the Terms and Conditions of Use set forth or incorporated in the External User Access Agreement – ODOT's ProjectWise Network form, and b) has appropriate training in the proper use of ProjectWise and follows the Contract Consultant and External User Roles, Responsibilities and Security Requirements – ODOT's ProjectWise Network. ODOT reserves the right to monitor Account Holder activity within ODOT's ProjectWise network and may suspend or terminate any Account Holder ODOT, in its sole discretion, determines to be in violation of the Terms and Conditions of Use.

3. Responsibility for ProjectWise Functioning

ODOT provides use of ODOT's ProjectWise Network "as is". ODOT does not warrant that the information or access thereto will be error free, uninterrupted or meet the Consultant's needs, nor does ODOT make any representation or warranty regarding the accuracy or completeness of the information. ODOT is not responsible for any damage that may occur due to error, omission, lack of timeliness or any other cause, of the information contained on ODOT's ProjectWise network or other sites accessible from it. ODOT does not assume any responsibility for information added to the site by Account Holders.

ODOT disclaims any liability arising from interferences or interruptions, viruses, telephone faults, malicious damage by third parties, electronic system downtime, overloading of the Internet or any cause beyond the control of ODOT. ODOT reserves the right to temporarily suspend access to ProjectWise, without notice, because of maintenance, repair, or any other reason deemed necessary for the proper functioning of ODOT's ProjectWise network.

4. Liability

In no event shall the State of Oregon, the Oregon Transportation Commission and its members, ODOT, or their officers, agents and employees be liable for any claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of Consultant's use of ODOT's ProjectWise network.

Consultant's indemnification, defense and hold harmless obligations under its Contract or Price Agreement with ODOT shall apply to the terms, conditions and requirements of this ProjectWise Exhibit and the acts and omissions of Consultant or its subcontractors, or their respective agents or employees, respecting ProjectWise.

5. Firewall, Virus and Malware

Consultant will at all times maintain an active and current firewall protection in place for Account Holders who are accessing and using ODOT's ProjectWise application. Consultant will at all times maintain an active and current Virus and Malware protection on the individual machines and network being used by the Consultant to access ODOT's ProjectWise and shall ensure that such active and current Virus and Malware protection is maintained on machines and networks used for access to ProjectWise but not owned or controlled by Consultant. Whether external users are accessing ODOT's ProjectWise data through a company-owned or personally-owned machine, ODOT reserves the right to quarantine any infected files, documents or other items that are found to contain a virus, malware, adware or otherwise harmful component. Consultant shall immediately notify ODOT in the event of a breach or security concern at their company. ODOT reserves the right to suspend user and/or consultant accounts containing harmful software. ODOT also reserves the right to require Consultant to clean devices of harmful software. In the event of chronic infections ODOT reserves the right to deny future access to ODOT's ProjectWise network.