

EXHIBIT K - MWESB ASPIRATIONAL TARGET PROVISIONS (Sep 2009)

Consultants/Contractors shall take reasonable steps to ensure that MWESB firms have the opportunity to participate on ODOT WOCs/contracts. Agency will assign Aspirational Targets (excluding NHTSA funded projects) as follows:

- State and/or Federally funded non-construction WOCs/Contracts exceeding or expected to exceed \$500,000 will be evaluated for assignment of MWESB Aspirational Targets.
- State and/or Federally funded construction WOCs/Contracts exceeding or expected to exceed \$1,000,000 will be evaluated for assignment of MWESB Aspirational Targets.
- Assigned Aspirational Targets will be listed in the WOC/Contract.

01.0 Definitions:

MWESB – Minority Business Enterprise, Women Business Enterprise, and Emerging Small Business

Aspirational Target - A target that Agency encourages of intended utilization of MWESB firms that Consultant/Contractor has no contractual obligation to meet.

Aspirational MWESB Participation – If Consultant/Contractor chooses to achieve a proposed MWESB Aspirational Target, Consultant/Contractor shall indicate MWESB usage on the Subcontractors Paid Summary Report submitted monthly to Agency's Project Manager.

MWESB Eligibility - A firm is eligible to participate if it meets the criteria for MWESB firms as established by Office of Minority Women and Emerging Small Business in the State of Oregon. A firm will no longer be able to participate as MWESB on current or future contracts when it is decertified by the certifying agency.

02.0 Termination and Substitution of MWESB - The Consultant/Contractor shall notify Agency in writing and confer with Agency before terminating or replacing an MWESB that has a signed contract with the Consultant/Contractor.

03.0 Changes in Work Committed to MWESB - Agency will consider the impact on MWESB participation in instances where Agency changes, reduces, or deletes work contracted to MWESB firms at the time of WOC/Contract award. In such instances, the Consultant/Contractor shall not be required to replace the work but is encouraged to do so. If the prime Consultant/Contractor proposes any changes that involve a contracted MWESB, the Consultant/Contractor shall notify the MWESB of the proposed change, reduction, or deletion of any work committed at the time of contract award prior to executing the WOC/Contract amendment. The Consultant/Contractor can choose to enable the affected MWESB to participate in the WOC/Contract amendment and is requested to make every effort to maintain the contracted MWESB percentage.

04.0 Consultant/Contractor Payments to Subcontractors - The Consultant/Contractor shall maintain records of all subcontracts entered into with MWESB firms and records of services or materials purchased from MWESB suppliers. Such records shall show the name and business address of each MWESB subcontractor or vendor and the total dollar amount actually paid to each MWESB subcontractor or vendor. The Consultant/Contractor shall pay each subcontractor for satisfactory

performance of its contract no later than ten Calendar Days from receipt of each payment the Consultant/Contractor receives from the Agency. The Consultant/Contractor shall also return retainage payments to each subcontractor within ten Calendar Days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Project Manager. This policy applies to all subcontractors. The Consultant/Contractor shall submit monthly a completed, signed original "Subcontractors Paid - Summary Report" form 731-0506 (available from the Office of Civil Rights at 503-986-4350 or at <http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/forms.shtml>) to the Agency's Project Manager certifying that payment was made to each subcontractor or supplier. Submit the form when a progress or final payment has been made to each subcontractor or supplier or when any held retainage is returned to a subcontractor or supplier. Submit the form no later than the fifth day of each month. At the completion of the project, submit a final form indicating the total amounts paid to all subcontractors and suppliers. The participation of an MWESB subcontractor will not be credited towards the prime Consultant's/Contractor's MWESB achievements, or the overall Aspirational Target for MWESB, until the amount being counted toward the target, and any retainage held by the prime Consultant/Contractor has been paid to the MWESB.

05.0 Further Information - The MWESB Aspirational Target Provisions shall be attached or incorporated into all applicable agreements and Contracts/WOCs.

For further information concerning Minority, Women and Emerging Small Business participation, contact:

Oregon Department of Transportation
Office of Civil Rights
355 Capitol St., Room 504
Salem, OR 97301-3871
Telephone No. (503) 986-4350
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