

Non-A&E WOC**Revision History/Summary****Instructions:**

To allow use of the macro button below, click **“Enable Content”** if prompted when opening document.

Text that is highlighted in yellow provides instructions or guidance. Delete all highlighted instruction language prior to WOC execution.

Areas with blue highlight should be reviewed and revised or deleted as necessary for the project.

The SOW must be created within the scope of services identified in the PA/RFP. Define acronyms and terms in table in section A if there are many used throughout the document.

[Standardized Section Headings. The section headings throughout the WOC are standardized. Please do not change order or Section heading names (including the assigned alpha-formatting). For example, Section H should always be “Compensation”, even if it is determined that some of the earlier sections are not needed. If there are sections that are not applicable to your WOC, delete the provisions of the section but leave the main section heading and enter “RESERVED” following the heading. Subheadings in sections may be deleted or revised per project-specific needs.]

Aspirational Targets: The standard Certified Small Business Aspirational Target (AT) for all non-A&E PSK and A&E and Related Services contracts/WOCs over \$100,000 (**that do not include federal funding**) is 12%. This percentage is entered by the PCS in the RFP and in the table on page 1 of the contract/WOC. It does not require submittal to OCR for concurrence/approval. However, **an email with a hyperlink to the final contract or WOC must be sent** to OCR’s PSK goals and info email box (ocr.psk@odot.oregon.gov) notifying them of the AT assignment. **Include the Contract or PA and WOC number on the subject line of the email.** [To hyperlink to a document on G:drive, select Insert, Hyperlink, Existing File or Webpage, then use dropdown to browse and select correct file. Links to G:drive docs will not work for recipients that do not have G:drive access permissions. OCR does have access permission]. **Amendments:** If the initial NTE is under \$100,000 and it’s not expected to increase over \$100,000, no AT will be assigned initially, and if for some reason the NTE does grow to be over \$100,000, still no target will be assigned because AT assignment is a determination based on initial NTE and expectations for increases.

DELETE INSTRUCTIONS

Click button to **DELETE INSTRUCTIONS**. Deletes all Arial font instructions throughout the document. **Ensure Track Changes are turned on so the instructions will still be viewable after they are deleted (until Track Changes are accepted).**

- o **Note that macro buttons, like deleted text, will continue to appear** in the document until Track Changes are accepted, or they can be deleted with Track Changes turned off.
- o **After running macro, save the document as a “.docx”** (click on “File”, select “Save As”, select “.docx” from the “Save as type” dropdown menu). This disables macros. Macros are for internal use to automate editing for routine changes in documents. They should always be disabled after use so firewall and antivirus apps on web and email servers do not block posting or transmission of the document. If you prefer to make all the edits manually and not run macros, just do the save-as “.docx” first and the macros will be disabled.

Accessibility.

As a last step, when finalizing this document (i.e., **after running any applicable macros, completing all editing, and completing DOJ reviews when applicable**), ensure all font throughout the document is Calibri 12:

- a. Turn off Track Changes,
- b. Select the entire document [Ctrl+A],
- c. Select Calibri font, font size 12, and press Enter.

WORK ORDER CONTRACT #: [redacted] (ORBuys PO #: [redacted])

PRICE AGREEMENT ("PA") #: [redacted] (ORBuys #: [redacted])

Personal Services – Non A&E

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 Contractor is a corporation] _____ corporation ("Contractor" or "Consultant"). 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 all PA Exhibits with the exception of: Exhibit D (if no fed funding), Exhibit K (if any fed funding);
- c. the attached Statement of Work and Delivery Schedule;
- d. the attached Breakdown of Costs (BOC) and Appendix 1-WOC Rate Matrix (Except for Fixed-Price, File copy only).

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 Contractor 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.

Does this WOC include federal funds? Yes [OR] No	DBE Goal (Fed funded only) None
Certified Small Business Aspirational Target (for State-only funded and WOC will exceed \$100,000, including as amended; see PA Exhibit K): 12 % or N/A	
Expenditure Account ("EA") # [redacted]	ODOT Key # N/A Federal Aid #: _____ [OR] N/A
The Total Not-to-Exceed ("NTE") amount for this WOC. This total includes \$ _____ 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 (the undersigned) signing on behalf of Contractor hereby attests and certifies under penalty of perjury:

- (1) Contractor has provided its correct TIN to Agency.
- (2) Contractor is not subject to backup withholding because (a) Contractor is exempt from backup withholding, (b) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- (3) The undersigned is authorized to act on behalf of Contractor, the undersigned has authority and knowledge regarding Contractor's payment of taxes, and to the best of the undersigned's knowledge, Contractor is not in violation of any Oregon Tax Laws or any applicable tax laws of political subdivisions of this State. For purposes of this certification, "Oregon Tax Laws" means: (i) all tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; and (ii) any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and (iii) any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to goods, services, or property,

whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

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

- (1) Contractor 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) Contractor 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) Contractor has made all required **Conflict of Interest (COI) disclosures**, if any.
 - (a) Contractor understands and has provided to all Associates (as defined in the COI Guidelines) the ODOT COI Guidelines and COI Disclosure Form available at:
<https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. Contractor and, to the best of the undersigned's information, knowledge and belief, Contractor's Associates, are in compliance with and have no disclosures required per the COI Guidelines (as may revised from time to time by Agency); or; or
 - (b) If disclosures regarding this WOC or the related Project are required per the ODOT COI Guidelines, Contractor has made such disclosures to Agency on a properly prepared and submitted COI Disclosure form and, if determined necessary by Agency, a mitigation plan has been approved by Agency.
- (4) Contractor represents and warrants and attests that Contractor has for the six years preceding the effective date of this WOC complied with, and agrees that during the term of this WOC shall comply with Oregon Tax Laws and applicable tax laws of political subdivisions of this State as provided in A.(3) above. Contractor's false attestation or failure to comply with Oregon Tax Laws or the applicable tax laws of political subdivisions of this State for the six years before the Contractor executed the WOC or during the term of the WOC is a default for which Agency may terminate the WOC and PA and seek damages and other relief available under the terms of the PA or under applicable law.

[Item (5) is required if any federal funding and if WOC, including as may be amended, will exceed \$100,000.]

- (5) (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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," (https://www.gsa.gov/cdnstatic/SFLLL_1_2_P-V1.2.pdf?forceDownload=1) 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) Contractor 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.

[Item (6) is required for WOCs that will exceed \$150,000, including as may be amended, except as provided in 2017 HB3060.]

- (6) As a material term of the WOC, Contractor agrees and has a written policy and practice, that meets the requirements described in ORS 279A.112, of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the WOC, to maintain the policy and practice in force during the entire Contract term (see additional information and sample policy template at <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx>).
- (7) Contractor is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779 (<https://www.irs.gov/pub/irs-pdf/p1779.pdf>).

(8) In the event that Contractor is a general partnership or joint venture, Contractor 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.

Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the PA, WOC and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. Agency reserves the right at any time to require the submission of the hard copy originals of any documents.

Accessibility. The Oregon Department of Transportation is committed to complying with all statutory requirements to ensure that it is providing information that is more accessible to people with disabilities, as required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and 36 C.F.R. 1194 Appendix A. To request reasonable accommodation for access, due to a disability, to information related to this document, please contact the Oregon Department of Transportation’s Procurement Office at OPOAdministration@odot.oregon.gov or phone #503-986-2710.

[Revise signature lines as necessary for this WOC]

CONTRACTOR

By: _____ Title: _____ Date: _____
Signature

By: _____ Title: _____ Date: _____
(2nd signature if necessary for Contractor)

DOJ REVIEW: (Reviewed by _____ via email dated _____) or (Not required per _____)
Reviewed by Assistant Attorney General _____ Date

ODOT (Procurement Authority)

Signature

Print Name Date

ODOT (Expenditure Decision 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 Contractor Services/Deliverables. The APM may or may not also be named as the Contract Administrator for the WOC.] <u> @odot.oregon.gov </u>	Name: Address: Phone: Fax: Email:	Contractor's Project Manager ("PM") <u> @ .com </u>
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 Contractor [this information is optional]

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Contractor for Services in connection with the following project:

[Insert a detailed description of the project with which Contractor's Services are connected. State the purpose/scope of the services Contractor 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.]

WOC Phasing [Revise as necessary or delete if not applicable.]

This WOC is divided into three (3) phases:

- Phase 1: _____
- Phase 2: _____
- Phase 3: _____

This statement of work ("SOW") addresses Phase 1. Each subsequent phase is optional, at Agency's discretion, and may be added via amendment(s) to this WOC.

Agency Responsibilities

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

Acronyms and Definitions

[Include here a table of definitions for acronyms and technical terms if many are used throughout SOW. Alternatively, indicate here that "A list of Acronyms and Definitions is attached as WOC Appendix XX."]

Agency – Oregon Dept. of Transportation	ODOT – Oregon Department of Transportation
APM – Agency's Project Manager	ORS – Oregon Revised Statute
BOC – Breakdown of Costs	PA – Price Agreement

DBE – Disadvantaged Business Enterprise	PM – Project Manager
FP – Fixed Price	SOW – Statement of Work
NTE – Not to Exceed	T&M – Time and Materials
NTP – Notice to Proceed	WOC – Work Order Contract

B. STANDARDS and GENERAL REQUIREMENTS

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

1. Standards

- Contractor shall meet the highest standards prevalent in the industry most closely involved in providing the Goods or Services required under this WOC.

2. Software Requirements

3. Licenses, Registrations and Qualifications

4. General Requirements

- [Include if applicable] **State Owned Assets.** All State-owned assets, if any, in Consultant's possession must be promptly returned to Agency when the Services are complete, when the WOC is terminated, or when requested by Agency, whichever occurs first.
- [Include in all WOCs] **Legal Services and Fees.** If Consultant uses legal services to support the Consultant's performance of any Services under this WOC, that is a decision within the Consultant's discretion; however, no charges for Consultant legal counsel or for legal services shall be charged to Agency as a subconsultant cost or other cost and any such costs or charges shall be paid for by the Consultant at the Consultant's sole expense and at no cost to the Agency.

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

C. REVIEW, COMMENT and SCHEDULE OVERVIEW

- Contractor shall coordinate with Agency staff as necessary and shall revise Draft to incorporate Agency draft review comments.
- Contractor 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

- Contractor shall submit draft deliverables in electronic format via email (and hard copy if requested).
- Contractor 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 throughout the SOW or in the PA/Contract.

E. TASKS, DELIVERABLES and SCHEDULE

Unless the WOC is terminated or suspended, Contractor 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. 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 Contractor 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 Contractor to perform. Details of the contingency tasks and associated deliverables are stated in the Task section of the SOW. Contractor 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, Contractor 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, Contractor 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 Contractor's invoice.

Contingency Task Summary Table

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount
1.3.1 Project Meetings	\$_____	_____	FP	\$_____
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. 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 PA Exhibit C, shall apply to this WOC.

2. Key Persons. All Key Persons provisions, as detailed in PA section 5.1, shall apply to this WOC. Contractor acknowledges and agrees that Agency selected Contractor, and is entering into the WOC because of the special qualifications of Contractor's key personnel. In particular, Agency, through the WOC is engaging the expertise, experience, judgment and personal attention of the following Key Persons:

Name	Role

Specified Staff (other than Key Personnel). Contractor and Agency may agree to specific staff for various task assignments within WOCs. The names and roles of any Contractor or sub-Contractor Specified Staff and their roles are as follows:

Name	Role

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

- Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person or Specified Staff.
- Any substitute or replacement for a Key Person or Specified Staff must be approved in writing (email acceptable) and shall be deemed to be a Key Person under the WOC.

3. Staffing Adjustments. Contractor may make necessary staffing adjustments (other than Key Personnel or Specified Staff) to the proposed staff {as shown in Contractor's Breakdown of Costs (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.

Contractor shall email notice to APM prior to implementing needed changes to staffing assignments.

[Include the following ODOT Web Standards and Expectations language whenever an ODOT WOC includes Contractor tasks for development or maintenance of websites or web content related to ODOT projects or programs; otherwise delete.]

4. ODOT Web Standards and Expectations. Contractor shall perform all web-related Services required under this WOC in conformance with the **ODOT Web Standards and Expectations** (available at: https://www.oregon.gov/ODOT/COMM/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 Contractor as set forth in the terms and conditions of the Price Agreement, section - **Ownership of Work Product**.

[Include the following Pay Equity provisions in all WOCs executed after 1/1/19 unless the PA (Exhibit B, section J) includes the provisions exactly as set forth below:]

5. Pay Equity Compliance

- **Discriminatory Wage Rates.** As required by ORS 279B.235, Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section constitutes a material element of the WOC and a failure to comply constitutes a breach that entitles Agency to terminate the WOC and the PA for cause.
- **Employee Discussions Regarding Compensation.** As required by ORS 279B.235, Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

H. COMPENSATION

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 Contractor 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) will be ongoing throughout the project; however, all tasks are only budgeted for the level of effort applicable to the current phase of the project.

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

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

- ☐ 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 the Compensation Summary Table in section H.4.)
- ☐ 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)

[If Fixed Price per Deliverable or Milestone was selected above in this section, insert here a table of Deliverables or Milestones with the fixed prices applicable to each.]

- ☐ 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

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

[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:

- 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 on the applicable lines of the Compensation Summary Table.

H. 2 Payment Options

[For all WOCs, select the payment option below]

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

- ☐ Monthly Progress Payments for acceptable and verifiable progress (For costs on 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 RESERVED

H.4 Total WOC NTE Amount

[The table below is used to show a summary of costs. Leave items listed, but 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 2 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. Fixed Price Amount	Total of Fixed Price amount(s)	N/A
2. T&M NTE Amount (or) Travel NTE Amount	Total for any non-contingency Services	N/A
3. Price Per Unit NTE Amount	Total NTE for Price Per Unit Costs	N/A
4.	Total Non-Contingency Amount:	\$
5.	Total for Contingency Tasks (if any) per Section F above:	\$0
TOTAL NTE (line 4 plus line 5) This amount includes all direct and indirect costs, profit, Fixed Fee amount (if any) and contingency task costs (if any).		\$

[Also enter this amount 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:

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

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

- For Region 1 projects, submit invoices to Region1ContractInvoices@odot.oregon.gov and APM.

Contractor 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 Summary Report of Subcontractors Paid

This reporting requirement applies to all WOCs with an NTE of \$100,000 or more that include subs, regardless of funding or whether or not a DBE goal or Certified Small Business Aspirational Target is assigned. Contractor shall complete and submit to APM an initial [Paid Summary Report](https://www.odot.oregon.gov/forms/odot/highway734/2882.pdf) - form 734-2882 (<https://www.odot.oregon.gov/forms/odot/highway734/2882.pdf>) with the final negotiated breakdown of costs (prior to WOC execution), interim reports and final report per the instructions for A&E and related services on the form. Contractor 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 or whether or not a DBE goal or Certified Small Business Aspirational Target is assigned.

WOC ATTACHMENTS

BREAKDOWN OF COSTS FOR SERVICES

For T&M, use option 1 below to incorporate or option 2 to insert rate schedules and BOC (overhead schedules should never be inserted in the PA or WOC). Note: When emailing for fax signatures, the BOC is not required to be pasted into the WOC and may be sent in the email as a separate attachment.]

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 insert date and billing rate schedule for Contractor (and each approved subcontractor, if applicable) are not physically attached but incorporated into this WOC by this reference with the same force and effect as though fully set forth herein. Approved subcontractors for this WOC are listed in the BOC. Copies of the final BOC and approved billing rate schedule(s) have been provided to Contractor prior to WOC execution.

[Option 2] The Breakdown of Costs ("BOC") and billing rates approved for this WOC are inserted below.

[Instructions regarding BOC:

The Breakdown of Costs (BOC) from Contractor **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 require information regarding qualifications/experience of any staff assigned to work on a project if they were not included in Statement of Proposal originally submitted for solicitation.
- d) **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 Contractor **BOC or BOC-NBR** form as applicable for the project. If requested by Agency, Contractor shall use standardized form. BOC-NBR is used if using fully-loaded billing rates.
- Cost estimates must be developed using approved billing rates and allowable expenses as described in the PA, Exhibit B.
- No mark-up is permitted on subcontractors.
- No mark-up is permitted on direct non-labor costs.
- If requested by Agency, Contractor shall use standardized form (Excel spreadsheet format as provided by Agency) to prepare BOC.]

[Guidance Regarding Compensation Methods

The method of compensation may change when doing amendments; e.g., adding CE phase using T&M when Design Phase was Fixed Price. Following are guidelines for selecting appropriate method:

Determine the Method(s) of Compensation for this WOC using any one or a combination of the following:

- **Fixed Price.** Fixed Price (or Fixed Price Per Deliverable) should be used only when the work is clearly defined, the level of effort required can be accurately quantified and a reasonable price can be established. In some cases, Fixed Price may not be appropriate for projects that include alternatives analysis.
- **Fixed Price per Deliverable or Milestone.** If this method is used, insert or attach a table of Deliverables or Milestones with the fixed prices applicable to each.
- If using **Price Per Unit**, identify the “units” of repetitively delivered Services; for example, a training class that is delivered multiple times.
- **Time and Materials with NTE (“T&M”).** T&M is appropriate for some types of services and may be the best choice for various contingency tasks. Per FARs, T&M should be used for the overall Contract/WOC only if no other method is suitable. A written justification (normally sent by email or entered on Record of Negotiation form) for using T&M must be approved by OPO for the Contract files.]

The BOC form is available at: <https://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx>

[DBE Provisions: If WOC includes FHWA, FRA or FTA funding, include “No Goal” DBE Provisions (goals apply only to A&E and construction contracts), otherwise delete.

ATTACHMENT - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS (No Goal)

[Revised Jul 2022]

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
<https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>
- ODOT DBE Program Plan
<https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>, and
- Requirements of Title 49, Code of Federal Regulations, Part 26
<https://www.ecfr.gov/current/title-49/subtitle-A/part-26?toc=1>)- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

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

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

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

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

- d. **Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 10 calendar days from receipt of each payment Contractor receives from ODOT (or local agency when applicable). In addition, Contractor shall return any retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed.
- e. **Reporting Requirements:** Contractor shall complete and submit initial, interim and final Paid Summary Reports [form 734-2882] per the instructions on the form. Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance.
- f. **Commercially Useful Function:** For Contracts with no DBE goal assigned, ODOT may count race-neutral DBE participation toward its overall goal, provided the DBE is performing a commercially useful function ("CUF") as set forth in 49CFR § 26.55. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract/subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Additional detail regarding CUF requirements and other conditions for counting participation by DBE contractors is set forth in 49CFR § 26.55. ODOT may perform a CUF review at any time during the performance of the Contract.
- g. **Termination of DBE Notification Requirement:** Contractor must promptly notify ODOT whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work. See additional requirements of 49 CFR § 26.53(f) regarding termination of a DBE.
- h. **Remedies:** Contractor's failure to comply with these DBE Provisions and the requirements of 49 CFR Part 26 may result in one or more of the following administrative actions as deemed appropriate by ODOT: non-compliance documented in ODOT evaluation of Contractor performance, a corrective action plan prepared by Contractor, ODOT (or local agency when applicable) withholding of retainage, suspension of work, reporting of non-compliance to the federal System for Award Management ("SAM") available at <https://sam.gov/>, 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.oregon.gov or otherwise directed to: Oregon Department of Transportation Office of Civil Rights, ODOT Materials Laboratory Building, 800 Airport Road SE, Rm 61, Salem, OR 97301; Phone: 503-986-4350, .
- j. **Directory of Certified Firms:** A searchable database for active certified firms (by NAICS code, NIGP code, ODOT code, certification type, location or project ethnicity goals) is available on line at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

Related Web Sites:

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

- **Forms:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>
- **Documents:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>
- **49 CFR Part 26:** <https://www.ecfr.gov/current/title-49/subtitle-A/part-26?toc=1>

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