



LANE COUNTY, OREGON

**PUBLIC WORKS DEPARTMENT
ENGINEERING & CONSTRUCTION SERVICES**

**REQUEST FOR PROPOSALS
(FOR ELECTRONIC SUBMISSION)
Engineering Services**

BLUE RIVER COMMUNITY WASTEWATER PROJECT

#23/24-17-RFP

PROPOSALS DUE:

**5:00 PM, Local Time
Friday, March 29, 2024**

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REQUEST FOR PROPOSALS

1. INVITATION TO SUBMIT PROPOSALS

Lane County will receive proposals for the Request for Proposals (RFP) for:

Blue River Community Wastewater Project

Until:

5:00 PM, local time, Friday, March 29, 2024

Submitted to:

Bid Express platform at www.bidexpress.com

County page: www.bidexpress.com/businesses/44723/home

Contact for questions:

Robert Woodard, Project Manager

robert.woodard@lanecountyor.gov

541-682-6971

Briefly, the work of the RFP includes final design, bidding support, and construction management services to construct the Blue River Community Wastewater Project located in Lane County, Oregon.

Proposals properly submitted and received will be opened immediately following the time proposals are due, and a list of the names of persons submitting proposals will be promptly sent to all such proposers, along with such other information as the public officer considers appropriate at the time.

To be considered, proposals must be submitted via the Bid Express platform on the Lane County page at www.bidexpress.com/businesses/44723/home.

Interested parties may download a complete set of RFP documents from the Bid Express platform.

A pre-proposal meeting will not be held.

The County may issue an addendum to modify or add to the terms of the RFP, or to change the time or date for submission of proposals. Any such addendum will be posted and may be downloaded from the Bid Express platform at the County page at www.bidexpress.com/businesses/44723/home. Each proposer is responsible to verify for itself if any addendum has been issued prior to submission of its proposal; the County is not responsible to notify individual prospective proposers of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the proposals received and will become part of any resulting contract.

The County may reject any proposal not in compliance with all prescribed proposal procedures, requirements, rules, or laws, and may reject for good cause any and all proposals upon the County's finding that it is in the public interest to do so.

2. BID EXPRESS PLATFORM INFORMATION

Lane County uses the Bid Express platform at www.bidexpress.com for secure submission of proposals. To submit a proposal, a proposer must:

- Set up a Bid Express account at www.bidexpress.com.
- Upload the proposal via the Lane County page on Bid Express at www.bidexpress.com/businesses/44723/home, prior to the proposal due date and time.

For additional information, proposers may call the Bid Express Customer Support Team at 888-352-2439, available Mon – Fri, 4am – 5pm Pacific Time. Proposers may also email the Bid Express Customer Support Team at support@bidexpress.com or refer to the Bid Express Vendor Resources page located at: www.bidexpress.com/vendor_resources.

3. PREPARATION AND SUBMISSION OF PROPOSALS

3.1 Proposal Preparation. Proposers are responsible to read and understand all portions of the solicitation documents, including attachments and addenda, if any, and to include all requirements in their proposals. To be responsive, proposals must be made in writing, and address the background, information, questions, criteria, and requests for information contained in the RFP. Proposals must be submitted in the required form and containing all required documents and responses, be signed by the proposer or its authorized representative, and submitted in the manner and number described in the Invitation to Submit Proposals.

3.2 Proposals Subject to Oregon Public Records Law. Proposals submitted in response to this RFP become public records under Oregon law and, following contract award, will be subject to disclosure to any person or organization that submits a public records request. Proposers are required to acknowledge that any proposal may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law.

Each proposer must clearly identify all information included in its proposal that is claimed to be exempt from disclosure. If the County receives a records request, including subpoena, covering information the bidder believes is covered by an applicable public records exemption, it is the proposer's responsibility to defend and indemnify the County for any costs associated with establishing such an exemption.

3.3 Proposal Submission. Proposals must be received by the time and date stated for receipt in the Invitation to Submit Proposals. To be considered, proposals must be submitted in the form and manner stated in the Invitation for Proposals, complete with a Proposer's Statements & Certifications Form signed by the proposer or its authorized representative, responses to all criteria and requirements included in the RFP, other documents required to be submitted, if any.

By submitting a proposal, proposer acknowledges that the proposer has read and understands the terms and conditions applicable to this RFP, and accepts and agrees to be bound by the terms and conditions of the contract, including the obligation to perform the scope of work and meet the performance standards.

3.4 Correction, Withdrawal, and Late Submissions. A proposer may withdraw its proposal at any time prior to the deadline set for receipt of proposals, and may submit a new proposal in the manner stated in the Invitation to Submit Proposals. The County will not consider proposals received after the time and date indicated for receipt of proposals. A proposer may not modify its proposal after it has been submitted, other than to address minor informalities, unless the proposal is withdrawn and resubmitted as described above. A proposer may withdraw its proposal from consideration if the County requests a price proposal per OR279C.110(5) and the proposer does not wish to provide a price proposal.

4. CLARIFICATION OR PROTESTS OF SOLICITATION DOCUMENTS

4.1 Clarifications. If a proposer finds discrepancies or omissions in the RFP documents, or is in doubt as to their meaning, the proposer must immediately notify the public officer designated for submission of questions.

If the public officer believes a clarification is necessary, an addendum will be issued in writing not less than 48 hours prior to the deadline for receipt of proposals, and available on the County's Bid Express webpage listed above. The addendum may postpone the date for submission of proposals. The requirements or clarifications contained in any addenda so issued must be included in the proposals received and will become part of any resulting contract.

The apparent silence of the solicitation documents regarding any detail, or the apparent omission from the RFP of a detailed description concerning any point, means that only the best commercial or professional practice, material, or workmanship is to be used.

- 4.2 Protest of Solicitation Documents.** A prospective proposer may protest the competitive selection process or provisions in the RFP documents if the prospective proposer believes the solicitation process is contrary to law or that a solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name pursuant to the requirements of ORS 279B.405(2). Any written protest must be submitted to the public officer identified for submission of questions in the Invitation to Submit Proposals not less than 10 days prior to the deadline for submission of proposals.

Lane County will consider the protest if the protest is timely filed and contains all the following items:

- Sufficient information to identify the solicitation that is the subject of the protest;
- The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
- Evidence or supporting documentation that supports the grounds on which the protest is based; and
- The protest must state the changes to the procurement process or the solicitation document that the prospective proposer believes will remedy the conditions upon which the protest is based.

If the protest meets these requirements, the County will consider the protest and issue a decision in writing. If the protest does not meet these requirements, the County will promptly notify the prospective proposer that the protest is untimely or that the protest failed to meet these requirements and give the reasons for the failure. The County will issue its decision on the protest not less than 3 business days before proposals are due, unless a written determination is made by the County that circumstances exist that justify a shorter time limit.

5. OPENING OF PROPOSALS

- 5.1 Proposals Held Until Time for Opening.** The County will not examine any proposal prior to opening.
- 5.2 Late Submissions.** Any proposal or modification received after the designated deadline will not be opened or considered.
- 5.3 Inspection of Proposals Submitted.** The proposals submitted will be open to public inspection after the issuance of notice of intent to award, with the exception of any information covered by an exemption to disclosure.

6. PROPOSAL EVALUATION AND AWARD

- 6.1 Responsiveness.** Proposals will be reviewed by the public officer for responsiveness to the minimum requirements established by the RFP, which include at a minimum, but are not limited to:
- Submission of a completed Proposer Statements & Certifications Form in the form included as Attachment C.
 - Compliance with proposal procedures, public contracting laws, and the requirements of the Lane Manual.
 - Application of any applicable preferences for goods and services that have been manufactured, produced or performed in Oregon (ORS 279A.120), resident bidders (ORS 279A.120), recycled materials (ORS 279A.125), or printing performed within the State (ORS 282.210).
- 6.2 Proposal Evaluation.** The County will make the contract award based on the responsiveness of the actual proposals received to the requirements established in Attachments A and B, considering price, qualifications, experience, resources, proposed services, proposers' past record of performance for the

County, and other factors identified in the RFP, as well as responses received from references, interviews, and follow-up questions, if any.

Each proposal will be evaluated by the evaluation committee on the basis of the process and scoring established in Attachment D. Based upon evaluation of the submitted proposals, the evaluation committee may choose to conduct interviews with two or more proposers with the highest-scored proposals. Interviews may include a presentation by the proposer and questions regarding the proposal and services to be provided. Specific criteria for selection interviews, if any, will be distributed at the time interviews are scheduled.

In evaluating the proposals and selecting a contractor, Lane County reserves the rights to:

- Reject any and all proposals,
- Issue subsequent Requests for Proposals for the same or similar goods or services,
- Not award a contract for the requested services,
- Waive any irregularities or informalities,
- Accept the proposal which the County deems to be the most beneficial to the public and Lane County,
- Negotiate with any proposer to further amend, modify, redefine or delineate its proposal,
- Negotiate and accept, without re-advertising, the proposal of the next-highest scored proposer, in the event that a contract cannot be successfully negotiated with the selected proposer, which may occur prior to the time a final recommendation for award is made for executive approval, and
- Further question any proposer to substantiate claims of experience, background knowledge, and ability.

6.3 Mistakes in Proposals. Minor informalities may be waived. Mistakes discovered after opening where the intended correct statement or amount is clearly evident or properly substantiated may be corrected. Where the intended correct statement or amount is not clearly evident or cannot be substantiated by accompanying documents, and where the statement or amount is material to determining compliance with the minimum requirements of the RFP, the proposal may not be accepted. The County reserves the right to waive technical defects, discrepancies and minor irregularities, and to not award a contract when it finds such action to be in the public interest.

6.4 Notice of Award. The County will provide written notice of its intent to award to a given proposer or proposers at least 7 days before the award, unless the County determines that a shorter notice period is more practicable. Unless otherwise stated in the RFP documents, the Notice of Intent to Award will be given by posting the notice on the Bid Express and Procurement & Purchasing webpages in the same location as the RFP posting.

6.5 Protest of Intent to Award. Any proposer that submitted a proposal for the RFP and is not recommended for award may protest the County's recommendation for award. To be considered, the protesting proposer must be eligible to be awarded the contract in the event that the protest is successful. Determination on protests will be made by the decision maker, either the Board or the County Administrator, depending upon which has authority to execute the contract under County rules. To be considered, a protest must be submitted in writing and received within 7 calendar days after the Notice of Intent to Award is posted, and must contain the grounds for the protest in accordance with Lane Manual Chapter 20.730.

6.6 Rejection of Proposals. If all proposals are rejected, new proposals may be called for in a new solicitation, or the proposals received may be considered with an opportunity for supplemental submission from those proposers that submitted proposals, if the County finds that it is unlikely that re-advertising would lead to greater competition. The public officer is delegated the authority to reject all proposals, prepare findings of best interests, and provide written notice of rejection of all proposals.

ATTACHMENT A – SCOPE OF SERVICES REQUIRED

Blue River Community Wastewater Project Scope of Work for Engineering & Construction Services

This scope of work includes the anticipated engineering services associated with the design and construction of the Blue River Community Wastewater Project.

Background and Understanding

The community of Blue River Oregon is ready to rebuild after a devastating forest fire that occurred in September 2020. Lane County (County), in cooperation with the community, commissioned a feasibility study with respect to providing long-term sanitary sewer services to support the community as they emerge from the fire damage and continue to grow. The feasibility study, completed in January of 2024, recommends design and construction of sewer collection mains, fed by individual STEP systems, as well as wastewater treatment facilities located at the Three Meadows (Old Mill Site) and Blue River Park site locations. The design will include accommodations for future expansion of the collection and treatment system depending on the final estimates for future design flows. The current range of design flows are 2,500 to 10,000 gallons-per-day (gpd) for the Old Mill site, and 2,500 to 5,000 gpd for the Park site. The scope of work includes final design, bidding support, and construction management services. Note that there are other community improvement projects that are in progress. Examples include water system replacement, electrical/communication undergrounding, and roadway redesign, especially in the downtown area. Design and construction coordination with the other community improvement projects is anticipated during design and construction.

There are ongoing groundwater monitoring and stream gauging activities related to the hydrogeologic modeling associated with the feasibility study. The monitoring will occur seasonally through the summer of 2024. Results from monitoring will potentially be incorporated into hydrogeologic modeling updates, which could lead to adjustments in the design approach.

Part A: Scope of Work

The following phases and tasks have been identified as the primary areas of support as this project progresses through the design, bidding, and construction phases.

Phase 1: Design and Bidding

Task 1 – Project Management. Under this task, Consultant will provide the necessary project management and administrative services to conduct an orderly and well-managed project and to ensure quality and timeliness of deliverables. This will consist of leading project meetings as needed which includes the preparation of agendas, meeting notes, and schedule updates, as well as coordinating internal work-planning and team coordination, budgeting and invoicing, progress reports, and other administrative requirements. Consultant will support and coordinate with the County, state and local agencies, community stakeholders, and other affected parties, as required.

Task 2 – Regulatory Coordination and Hydrogeologic Analysis. Consultant will lead the regulatory plan review and approval process with DEQ and with County representatives. The consultant will begin regulatory coordination

early in the design process to invite applicable design criteria and guidance. Design submittals will be submitted to DEQ and County representatives for review. Analysis and technical memoranda will be prepared as required for review and permitting evaluations. Examples of analysis include characterization of the waste stream, collection facilities, treatment and control facilities, and disposal. Water quality and quantity will be defined in terms of pollutants like nitrogen and phosphorus. Provide groundwater and hydrogeologic information and analysis to include subjects like aquifer quality and gradient, transmissivity and hydraulic conductivity, and climate influence. Provide hydrogeologic modeling that shows the influence of wastewater pollutants in the groundwater and impact to nearby surface water through the lens of Oregon's Three-Basin-Rule. Provide a written assessment of the impact of the proposed wastewater system on the quality of the public waters and public health.

Task 3 – Topographic Survey. This task will include a detailed project survey for both treatment facility site locations and for the extents of the collection lines. The survey should include topography, right-of-way, aerial background, hard surface features such as curbs, sidewalks, landscape, structures, trees, fences, surface utilities, and underground utilities. The survey will provide the background information for the design and construction documents.

Task 4 – Geotechnical Report. Consultant will perform site reconnaissance, geotechnical investigation, laboratory testing, and geotechnical engineering design to support the design and permitting of the wastewater collection and treatment infrastructure. Consultant will develop a geotechnical exploration plan identifying the proposed quantity, location, type of explorations, and purpose and need. Exploratory borings will be performed to evaluate subsurface conditions, collect samples, and perform in-situ testing. Consultant will provide an experienced and qualified geotechnical engineer or geologist to supervise field operations and log the borings. Results of the investigation, laboratory testing, and analysis will be summarized in a Geotechnical Design Report.

Task 5 – Update or Confirm Wastewater System Design Criteria. Consultant will review feasibility study materials and systematically confirm or update the significant criteria for the design of the wastewater collection and treatment system. Consultant's tasks will include coordination meetings with the County and stakeholders as needed. Examples of significant criteria include numbers of wastewater connections, property locations if known, geographic extents of collection lines, consideration of other utility projects, wastewater design flows for current and future expansion, treatment facility and drainfield locations, and right-of-way issues. In addition, the Consultant will confirm the design technology approach with regard to collection and treatment methodology. A technical memorandum will be provided that summarizes the design criteria.

Task 6 – Permitting and Approvals. Consultant will provide engineering services to the County to support completion of necessary permits or approvals required for the project. Examples of required permits or approvals may include: a land-use compatibility permit (LUCS), Water Pollution Control Facility (WPCF) permit, National Pollution Discharge Elimination System (NPDES) permit (i.e. erosion control), and other County and State approvals.

Task 7 – Wastewater Collection and Treatment System Final Design. This task will include final design services required to complete design plans, technical specifications, construction cost estimates, and contract documents that will be used to secure a responsive construction bidder. The consultant will work directly and regularly with the County, agencies, and stakeholders to design a wastewater collection and treatment system that meets the needs of the community. Consultant will prepare design submittals for review at the 35-percent, 65-percent, and 95-percent completion stages. The design submittals will be submitted to the County and to the Oregon Department of Environmental Quality (DEQ) for review.

Design tasks include the following:

- a) Detailed design drawings including cover sheet, general notes and sheets, and detail sheets.
- b) Site development plans for the wastewater treatment locations including horizontal control, grading, roadway, utility services, fencing, surfacing, landscaping, buildings, and structures.
- c) Wastewater treatment facilities plans and details including structures, treatment modules, interconnections, process equipment and piping, electrical/instrumentation/controls, pipeline elevations and slopes, valves, and appurtenances.
- d) Plan and profile plan sheets as needed for the wastewater collection lines.
- e) Identification of potential conflicts or resources including utilities, creeks, or structures.
- f) Location of erosion control measures.
- g) Other design elements required for a complete design.

Task 8 – Preparation of Technical Specifications. Consultant will prepare detailed technical specifications for the project to define and specify material requirements, workmanship criteria, testing and commissioning, measurement and payment, and other construction parameters. The technical specifications will be composed of industry-standard technical construction criteria as special provisions to the Oregon Department of Transportation (ODOT) standard specifications as well as supplemental specifications as required. Consultant will include the information necessary to allow contractors to prepare informed and competent bids, and to enable successful completion of the project.

Task 9 – Financial Analysis and Rate Study. Consultant will provide updated construction cost estimates, lifecycle analysis, 20-year net-present-value, and operations and maintenance costs. A financial analysis will be prepared that includes recommended user fee structures, rates, and system development charges (as applicable) for potential implementation.

Task 10– Operations and Maintenance Plan. Consultant will provide a written operations and maintenance plan that specifies the normal operating parameters of the system. It will include the length and spacing of dose cycles, volume of dosing, and calibration of equipment. The maintenance schedule should address all components to be inspected, maintained, and replaced, with procedures for doing so. Address any requirements for special storage or disposal of materials.

Task 11 – Preparation of Contract and Bidding Documents. Consultant will prepare the construction contract documents, general and supplemental conditions, advertisement and bidding documents instructions to bidders, and other documents needed to administer the project. The documents shall utilize the format and organization of the ODOT standard specifications as directed by the County. These documents, together with the design drawings and specifications, form the “Project Documents”.

Task 12 – Construction Bid Phase Support. This task will include advertising the bid, answering questions, issuing clarifications and addenda (if required), facilitating a pre-bid meeting, and administering the bid opening. The consultant will also review all bids, provide a recommendation for award, assist with the contracting process, and provide notice-to-proceed (NTP) to the selected contractor.

Phase 2: Construction Phase Services

Task 1 – Contract Management. Once the successful contractor is given the Notice-to-Proceed (NTP), the Consultant will serve as the County’s agent and construction manager. Consultant’s role will also serve as the

liaison between the contractor and County to provide the administration and coordination necessary for successful project completion. Construction management will include regular coordination meetings, review of submittals, processing requests for clarification or information, processing payment requests, evaluating requests for change orders (if applicable), reporting to the County on progress, directing the resources and actions of the inspection team, and other related services.

Task 2 – Construction Observation and Inspection. Consultant will coordinate inspection services to document the activities of the contractor and ensure that the requirements and terms of the project documents are satisfied. Inspections will be based on the amount of ongoing construction activity in the field and is anticipated to range from daily to bi-weekly. Consultant will also prepare inspection reports with photographs to document construction progress and issues. Problems or concerns will be discussed with the Contractor/Consultant/County/Community to resolve any issues that arise.

Task 3 – Post Construction Engineering Services. Consultant will work with the contractor and the County to complete a punch-list and to ensure that all requirements, cleanup, and other construction activities are completed to the satisfaction of the County. Consultant will work with the County and the contractor to process final payments, release retainage, and document substantial and final completion. Upon completion of the work, the Consultant will process the necessary warranty documentation and ensure protection and quality of the new wastewater system.

The Consultant will prepare a “project album” to provide a permanent and compact record of the project. The album will be in hard copy and digital form and provided to the County and Community. The project albums will include the following elements:

- Full set of project record drawings
- Project photos taken throughout the construction process
- Daily inspection reports
- Testing and certification documents
- Significant correspondence or letters of importance
- Payment requests
- Operation and Maintenance (O&M) information for all equipment and components
- Other important project records

ATTACHMENT B – REQUIRED ELEMENTS OF PROPOSALS

1. PROPOSAL DOCUMENTS AND FORMAT.

1.1 Documents to be Submitted. The proposal submitted must include all the following:

- Responses to each of the required items stated below,
- A completed and executed Proposer Statements and Certifications form, and
- A statement of any exceptions taken to the requirements of this RFP.

1.2 Format Requirements. The proposal submitted must be in compliance with the following rules:

- Be in the order and numbering requested,
- Be submitted in the form and within the limitations stated in the Invitation to Submit Proposals,
- Contain primary text and headings in not less than 10 point type (with smaller text acceptable in notes, graphs, requested tables, and images), and
- Be limited to 20 pages, nominal 8.5" x 11" size. Pages used for a cover letter (which may not exceed two pages), section dividers, resumes, and exceptions are not included in the page limit.

2. REQUIRED RESPONSE CRITERIA. The proposal must address each of the following:

2.1 Cover letter. Describe your interest in performing these services, identify the key personnel who will be involved with the project, and identify your firm's primary contact person for the project (with phone number and e-mail).

2.2 Team experience and expertise. Provide resumes for key personnel (not included in page limit), and summaries for at least three comparable projects performed by your firm within the last five years. Include the following information for each project summary:

- Brief description of project type, location, size, duration, and objectives.
- Tasks performed by your firm to fulfill the project's objectives.
- Relevance to the project described by this RFP, including descriptions of how any outstanding issues and project constraints were addressed and resolved.
- Key project staff and their roles.
- The project budget, and whether the schedule and budget were met.
- Contact information for client reference (name, title, phone)

2.3 Project understanding and approach. Describe your team's project understanding and approach. Give a complete listing of the major tasks, with a summary/description of each task. Describe what you believe are the most critical elements of the project.

2.4 Project schedule. Provide a project schedule (in Gantt chart or MS Project format). Include proposed tasks and subtasks, and the project milestones in Attachment A.

2.5 Location. For key personnel, describe their proximity to the project and knowledge of the locality. Include the proximity of any sub-consultants with key roles. Describe how travel related expenses will be minimized

ATTACHMENT C – PROPOSER’S STATEMENTS AND CERTIFICATIONS

Proposer's Name: _____

RFP Title: Blue River Community Wastewater Project

PROPOSER STATEMENTS

Proposer's Offer. Proposer offers to provide the required services in accordance with the requirements of the Request for Proposals (RFP) stated above and the enclosed proposal. The undersigned Proposer declares that the Proposer has carefully examined the above-named Request for Proposals, and that, if this proposal is accepted, Proposer will execute a contract with the County to furnish the services of the proposal submitted with this form. Proposer attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this proposal, and that the person signing has the authority to represent the individual or organization in whose name this proposal is submitted.

Proposer's Acceptance of Terms and Conditions. By execution of this Form, the undersigned Proposer accepts all terms and conditions of this Request for Proposals except as modified in writing in its proposal. Proposer agrees that the offer made in this proposal will remain irrevocable for a period of 60 days from the date proposals are due.

Proposer's Acknowledgement of Public Records Law. By execution of this Form, the undersigned Proposer acknowledges that its entire proposal is subject to Oregon Public Records Law (ORS 192.410–192.505), and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Proposer agrees that all information included in this proposal that is claimed to be exempt from disclosure has been clearly identified either in the Proposer Statement, or in an itemization attached hereto. Proposer further acknowledges its responsibility to defend and indemnify the County for any costs associated with establishing a claimed exemption.

ADDENDA

Proposer has received and considered, in the accompanying proposal, the terms of the following addenda, if any:

CERTIFICATIONS

By signing this Proposer's Certification form, Proposer certifies that:

1. Certification of Resident Bidder Status. Proposer is _____ is not _____ (check one) a resident bidder, as defined in ORS 279A.120.
2. Certification of Non-Discrimination. Proposer has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.
3. Certification of Non-Collusion. This proposal is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a proposal for the same services, and is in all respects fair and free from collusion or collaboration with any other proposer.
4. Certification of Compliance with Tax Laws. Proposer has, to the best of Proposer's knowledge, complied with Oregon tax laws in the period prior to the submission of this proposal, including:
 - (a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - (b) Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - (c) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

The undersigned, by signature here, acknowledges, accepts, and certifies to the statements and certifications as stated above.

PROPOSER

Authorized signature

Proposer's legal name

Name of authorized signer

Address

Title

Date

Federal Tax ID number

OPTIONAL CONTACT INFORMATION REGARDING THIS PROPOSAL

Contact name

Telephone number

Email address

ATTACHMENT D – SELECTION PROCEDURE AND SCORING

1. **SELECTION COMMITTEE.** The Selection Committee is expected to be comprised of at least three (3) stakeholders.
2. **EVALUATION PROCESS.** The selection process for this RFP will include the procedures checked here:
 - Will include evaluation and scoring of initial proposal
 - May Will Not (check one) include pricing proposals per ORS 279C.110(5)
 - May Will Not (check one) include interviews of top-scored proposers
 - May Will Not (check one) include a requirement for additional questions and responses from top-scored proposers
 - May Will Not (check one) include competitive negotiations with top-scored proposers

Notwithstanding the selection procedures identified above, the County reserves the right to terminate the evaluation process after completion of any procedural stage when, in the County's sole opinion, further evaluation procedures are not required for the County to identify the proposer whose offer will best suit the interests of the County.

3. **PROPOSAL SCORING.** The County will score proposals according to the following criteria: *Add or delete rows as necessary.*

	Criterion	Points
1.	Team experience and expertise (see Attachment B for details)	40
2.	Project understanding and approach (see Attachment B for details)	35
3.	Project schedule (see Attachment B for details)	10
4.	Location (see Attachment B for details)	5
5.	Past performance Performance on past projects, to include quality of work, ability to meet schedules, price and cost data, cost control, and contract administration. The evaluation may include any of the reviewer's past experience with the proposing firm, proposed key personnel, and proposed sub-consultants, and is not limited to projects identified in the proposal	10
	Total Possible Points	100

4. **PRICING PROPOSALS.** The County may screen and select proposers as provided in ORS 279C.110(5). The County will announce the evaluation score and rank for each proposer after completing the evaluation described in D.3 above. The County may determine that as many as three of the top-ranked proposers are qualified to perform the services required under this RFP and may request a pricing proposal for the scope of work stated in Attachment A from each of the top-ranked proposers. The pricing proposals will be in accordance with ORS

279C.110(5). The pricing proposals will be evaluated by the Selection Committee and scored on a scale of 15 points, and the results will be added to the scores from D.3 above.

ATTACHMENT E – SAMPLE CONTRACT AND INSURANCE REQUIRED

- 1. CONTRACT FORM.** The contract resulting from this RFP will be prepared using the standard Lane County contract form attached following this page.
- 2. INSURANCE REQUIREMENTS.** The insurance requirements for the contract resulting from this RFP will be as stated on the "INSURANCE COVERAGES REQUIRED" form attached after the sample contract form.
- 3. PROPOSER COMMENTS ON CONTRACT FORM AND INSURANCE REQUIREMENTS.**

Any proposer may take exception to conditions in the County's contract form and insurance requirements by including such exceptions and any proposed changes with the proposal submitted.

The County will consider any proposed changes, inclusions, or exclusions in determining proposal responsiveness or in scoring the proposal.

BLUE RIVER COMMUNITY WASTEWATER PROJECT

This **Contract** is entered into by and between Lane County, a political subdivision of the State of Oregon ("**County**"), and CONSULTANT NAME, an STATE/ENTITY ("**Consultant**"), each a "**party**," and referred to collectively in this Contract as "**the parties**." County and Consultant agree as follows:

1. STATEMENT OF WORK (the "Work")

- 1.1** Consultant will furnish or perform design engineering and construction services associated with the Blue River Community Wastewater project for Lane County in accordance with the requirements of this Contract.
- 1.2** The scope of Consultant's Work is further described in Exhibit A.

2. CONTRACT DOCUMENTS

- 2.1 The Contract.** The Contract consists of this Contract Form and the following listed exhibits, which are incorporated into the Contract as referenced here. There are no other Contract documents unless specifically referenced in this Contract.
- 2.2 Exhibits.** With this document, the following Exhibits are incorporated into the Contract:
 - **Exhibit A** Consultant's Scope of Work (TO BE ATTACHED AFTER CONSULTANT SELECTION)
 - **Exhibit B** Standard County Design Services (A/E) Contract Conditions
 - **Exhibit C** Insurance Coverages Required
 - **Exhibit D** Oregon Business Development Department ("OBDD") Grant Agreement
- 2.3 Precedence.** In the event of a conflict between the requirements of any documents listed in subsections 2.1 and 2.2 above, the conflict must be resolved in the following order of precedence: first, this Lane County Professional Services Contract Form, then in order: Exhibit C, Exhibit B, Exhibit A, other Exhibits.

3. CONSIDERATION AND PAYMENT

- 3.1 Consideration.** In consideration for Consultant's performance, County agrees to pay Consultant's fees in an amount not to exceed \$TBD (TO BE DETERMINED), plus reimbursable expenses, calculated in accordance with the Project Fee Proposal in Exhibit A. County is not obligated to pay any amount greater than that stated here.
- 3.2 Payment.** Payment will be made periodically as the work progresses, not more than monthly, based upon a properly submitted and approved invoice from Consultant. Payments will customarily be made within 30 days. Prior to approval and payment, County may require, and if required Consultant must provide, any information which County deems necessary to verify work has been performed properly in accordance with the Contract.

4. EFFECTIVE DATE AND DURATION

- 4.1 Effective Date.** Upon the signature of all parties, this Contract is effective (DATE).
- 4.2 Duration.** Unless extended or terminated earlier in accordance with its terms, this Contract will terminate upon completion and acceptance of Consultant's services or (END DATE), whichever is sooner. However, such expiration shall not extinguish or prejudice either party's right to enforce this Contract with respect to any breach or default in performance which has not been cured.

5. AUTHORIZED REPRESENTATIVES AND NOTICE. Each of the parties designates the following individuals as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other.

- 5.1** County's Authorized Representative: Robert Woodard, Special District Project Manager, 541-682-6971, Robert.Woodard@lanecountyor.gov, 3040 North Delta Highway, Eugene OR 97408.
- 5.2** Consultant's Authorized Representative: TBD.

Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Contract on behalf of that party below.

6. MULTIPLE COUNTERPARTS. The Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties,

notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed will constitute an original.

7. SPECIAL CONTRACT PROVISIONS.

- 7.1** The funding for this Contract is provided by a grant agreement from Oregon Business Development Department ("OBDD") dated 8/1/22, a copy of which is attached as Exhibit D.
- 7.2** Contract must comply with the applicable requirements in the grant agreement in carrying out the work of this Contract.

SIGNATURES FOLLOW ON NEXT PAGE

FOR INFORMATION ONLY

SIGNATURES

CONSULTANT'S CERTIFICATIONS:

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO COUNTY THAT:

- The undersigned person has the power and authority to execute this Contract on behalf of Consultant, and to bind Consultant to its terms,
- Consultant will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work,
- Consultant has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
- The Consultant has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
 - (a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - (b) Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - (c) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- Pursuant to ORS 305.385(6) and OAR 150-305-0302, the undersigned as Consultant hereby swears and affirms under penalty of perjury that, to best of my knowledge, Consultant is not in violation of any tax laws described in ORS 305.380 (4)(a).

EACH PARTY, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONSULTANT:

[ENTER CONSULTANT'S LEGAL NAME]

By: _____

Title: _____

Date: _____

Address: _____

Tax ID No.: _____

COUNTY:

LANE COUNTY

By: _____

Steve Mokrohisky

Title: County Administrator

Date: _____

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401

EXHIBIT B – STANDARD COUNTY DESIGN SERVICES (A/E) CONTRACT CONDITIONS

1. **INDEPENDENT CONTRACTOR STATUS.** The performance of this Contract is at Consultant's sole risk. The service or services to be rendered under this Contract are those of an independent contractor that is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Consultant is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract, whether due on account of Consultant or Consultant's subcontractor, if any. Consultant is not employed by County, will not be under County's direct control, and will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this Contract.
2. **INSURANCE AND INDEMNIFICATION**
 - 2.1 **Consultant's Required Insurance.** Consultant must provide and maintain all types and amounts of insurance called for on the Exhibit titled "Insurance Coverages Required" to be provided by the Consultant, and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Consultant may not commence any work until Consultant furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement naming the County and its officers, agents, and employees that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
 - 2.1.1 **Limitation on Tail Coverage for Professional Liability.** Notwithstanding the provisions of Exhibit C, County waives the requirement for tail coverage on professional liability insurance policies related to the design services.
 - 2.2 **Consultant to Maintain Insurance.** Consultant may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Consultant, Consultant must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract. If Consultant fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Consultant.
 - 2.3 **Workers' Compensation.** Consultant, its subconsultants, subcontractors, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
 - 2.4 **No Limitation.** Nothing contained in these insurance requirements limits the extent of Consultant's responsibility for payment of damages resulting from Consultant's operation under this Contract.
 - 2.5 **Consultant's Indemnification.** Except as provided in subsection 2.6 below, to the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Consultant shall indemnify, defend, and hold harmless the County and its officers, agents, and employees from all damages, losses, expenses, attorney fees and costs related to litigation, including judgments arising out of or resulting from Consultant's performance under this Contract.
 - 2.5.1 **Owner Defense Requirements.** Notwithstanding the foregoing defense obligations, neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of County, nor purport to act as legal representative of County or any of its agencies, without the prior written consent of County. County may assume its own defense and settlement of any claims, and reserves all rights to pursue any claims it may have against Consultant.
 - 2.5.2 **Owner's Actions.** This Section 2.5 does not include indemnification by Consultant of County for County's acts or omissions, whether related to the Contract or otherwise.
 - 2.5.3 **Intellectual Property, Defense.** This indemnification shall extend to the work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, including any claim that the County's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party. Consultant shall have no affirmative duty to defend any party for claims for professional liability.
 - 2.6 **Consultant's Indemnification for Claims for Professional Liability.** Notwithstanding the foregoing subsection 2.5, to the fullest extent permitted by law, and to the extent provided for in private contracts of insurance, Consultant shall indemnify, save, and hold harmless County and its officers, agents, and employees, from all claims, suits, or actions arising out of the professionally negligent acts or omissions of the Consultant or its subconsultants, subcontractors, agents, or employees in performance of professional services under this Contract.

2.6.1 Notwithstanding any contrary provision herein, it is hereby agreed that the Consultant's obligation to defend or to pay the defense costs of the indemnitees shall only apply if and when and to the extent that a court or other forum of competent jurisdiction has determined the percentage of Consultant's fault for the liability alleged in which case Consultant shall be obligated to pay the amount equal to the percentage of its fault that has been actually determined.

3. CONSULTANT'S OBLIGATIONS

- 3.1** Consultant must possess the learning, skills, and experience ordinarily possessed by similar professionals in the community, and use reasonable care and diligence and professional judgment in carrying out the work of this Contract. Nothing in this Contract shall be interpreted to require Consultant to meet any higher standard and this paragraph shall control over any such contrary provision.
- 3.2** Consultant must make all provisions of the Contract applicable to any subconsultant or subcontractor performing work under the Contract.
- 3.3** Consultant agrees that County will not be responsible for any losses or unanticipated costs suffered by Consultant as a result of the Consultant's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- 3.4** Consultant certifies that Consultant has all necessary licenses, permits, or certificates of registration necessary to perform the Contract and further certifies that all subcontractors and subconsultants will likewise have all necessary licenses, permits or certificates before performing any work.
- 3.5** Consultant may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, will be responsible for satisfaction of any lien so filed or prosecuted and must defend against, indemnify, and hold the County harmless from any such lien or claim.
- 3.6** Unless otherwise provided by the Contract or law, Consultant agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Consultant which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcripts. Consultant shall retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.
- 3.7** Consultant must, in the course of carrying out Consultant's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's Procurement and Purchasing webpage at: www.lanecountyor.gov/bids.

4. CONSULTANT'S OBLIGATIONS REQUIRED BY LAW

- 4.1** Consultant must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.
- 4.2** Consultant must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.
- 4.3** Consultant must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.
- 4.4** If Consultant is a nonresident bidder and the Contract price exceeds \$10,000, Consultant must promptly report to the Department of Revenue on forms provided by that Department the total contract price, terms of payment, length of contract and such other information as the Department may require before the County will make final payment on the contract, in accordance with ORS 279A.120.
- 4.5** Consultant and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.
- 4.6** Consultant acknowledges that, pursuant to ORS 210.190, no payment may be made by County on account of this Contract if Consultant is indebted to Lane County in any manner, except for taxes not delinquent. Consultant expressly grants County the right to deduct from any payments due on this Contract the amount necessary to satisfy such indebtedness until any such debt has been satisfied.
- 4.7** **Equal Employment Opportunity.** During the performance of this Contract, Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Consultant will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: www.dol.gov/olms/regs/compliance/EO13496.htm), and will include the terms of these requirements in all subcontracts entered into under this Contract.
- 4.8** **Oregon False Claims Act.** Consultant acknowledges that the Oregon False Claims Act (ORS 180.750 to 180.785) applies to any action or conduct by Consultant pertaining to this Contract that constitutes a "claim" as defined by the Act. By its execution of this Contract, Consultant certifies the truthfulness, completeness, and accuracy of any statement or claim it has made may make, or causes to be made that pertains to this Contract or to the Work of the Contract.

4.9 Compliance with Law. In connection with its activities under this Agreement, Consultant must comply with all applicable federal, state and local laws.

5. MODIFICATION AND TERMINATION

5.1 Modification. No modification or amendment to this Contract will bind either party unless in writing and signed by both parties. In lieu of termination pursuant to subsection 5.2.4 below, County may propose modifications to the Contract sufficient to allow County to perform its obligations.

5.2 Termination:

5.2.1 The parties may jointly agree to terminate this Contract at any time by written agreement.

5.2.2 County may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Consultant not less than 30 days' advance written notice.

5.2.3 If County reasonably believes that Consultant is in material breach of Consultant's obligations or any representation or warranty contained in this Contract, County may suspend the Work of this Contract at any time without notice. Upon notice to Consultant of such breach, and failure of Consultant to cure such breach within 7 days of receipt of County's notice, County may terminate this Contract.

5.2.4 County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract for the period within the current budget. However, Consultant understands and agrees that: (1) if County fails to appropriate funds for any successive budget year, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated, and (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract, County may terminate this Contract immediately upon notice to Consultant.

5.2.5 Upon termination pursuant to this subsection, County will have no further obligation to Consultant except for payments for amounts earned prior to the termination date.

5.3 Remedies and Default. County may exercise any of the following remedies for Consultant's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Consultant to perform, at Consultant's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or applicable law.

5.4 Force Majeure. Neither County nor Consultant will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Consultant, Consultant will be liable for such supplies or services if the supplies or services were obtainable from other sources in sufficient time to permit Consultant to meet the required schedule. County may terminate this Contract upon written notice after determining that a delay or default caused by Force Majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

6. DISPUTES

6.1 Dispute Resolution. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.

6.2 Choice of Law, Venue, and Jurisdiction. All matters in dispute between the parties to this Contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon, CONSULTANT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Venue for all disputes and litigation will be in Lane County, Oregon. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

6.3 Attorney Fees. In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal.

7. MISCELLANEOUS PROVISIONS

- 7.1 Taxes.**
- 7.1.1 County's Tax-Exempt Status.** County is a political subdivision of the State of Oregon, and has been granted tax-exempt status by the Internal Revenue Service, affirmed March 26, 2010, reference number 0248464840. County is not obliged to pay or reimburse any costs for taxes upon goods or services furnished under this Contract. Such taxes are included in Consultant's administrative costs for the Contract and any changes thereto.
- 7.1.2 Consultant's Taxes.** Consultant is independently responsible for its obligations for federal, state, and local sales and income taxes, including the Oregon Corporate Activity Tax, and no amount will be chargeable to County for such taxes.
- 7.2 Public Records.** The parties acknowledge that this Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agrees that County shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.
- 7.3 Merger and Construction.** This Contract contains the entire agreement of County and Consultant with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings. This Contract is the result of an open procurement process and negotiations between the parties, and the provisions of this Contract are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.
- 7.4 Waiver.** Failure of County to enforce any provision of this Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
- 7.5 Severability.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 7.6 Survival.** The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.
- 7.7 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Contract.
- 7.8 Non-Assignment.** Consultant may not assign or transfer its interest in this Contract without prior written approval of County.
- 7.9 Binding on Successors and Assigns.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.
- 7.10 No Third-Party Beneficiaries.** County and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.
- 7.11 Headings.** The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

COMMERCIAL GENERAL LIABILITY WITH ADDITIONAL INSURED STATUS shall include:

Policy must include:

- Commercial General Liability
- Damage to Rented Property (\$50,000)
- Medical Expenses (\$5,000)
- Personal and Advertising (Same as per occurrence)
- Products/Completed Operations (Same as per occurrence)

MINIMUM POLICY LIMITS

\$2 million per occurrence*/\$4 million aggregate*
Amount required by funding source \$ /\$
Other Amount pre-approved by Risk Management:
\$ occurrence /\$ aggregate

Aggregate limits: Per Policy (most contracts) Per Project (construction contracts)

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be approved by Risk Management. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

ADDITIONAL INSURED STATUS for general liability insurance coverage is required for performance of this contract. Unless otherwise specified below, blanket additional insured is acceptable and is considered a written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract, excluding Professional Liability coverage. The contract **MUST** either include language that the additional insured status is required, or include this Insurance Coverages Required document as an attachment, and proof of blanket coverage from your policy must be provided either by a copy of your policy or by separate blanket endorsement.

When this box is checked, the Additional Insured status for this contract **MUST** be by scheduled (or named) **endorsement only**, and must read:

Lane County, its officers, agents, employees and volunteers are named as additional insureds with respect to Provider's activities being performed under the Contract. The **additional insureds must be named as an additional insured by separate endorsement**, the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract, and the Endorsement must be attached to the COI.

AUTOMOBILE LIABILITY WITH ADDITIONAL INSURED STATUS: Insurance with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).

LIMITS* \$2 million combined single limit per accident for bodily injury and property damage
Amount required by funding source: \$ /\$
Other Amount pre-approved by Risk Management: \$ /\$

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage. Sole proprietors not subject to Workers' Compensation coverage must complete, execute, and submit the Workers' Compensation Coverage Exemption Statement.

Statutory amount (currently \$500,000 in Oregon, other states may vary)
Other: minimum of \$1,000,000 when not regulated by statute

OTHER – All non-occurrence coverages must provide tail/continuous coverage for 24 months from the end of the project and shall include completed operations where applicable. All coverages, except Professional Liability, must contain blanket Additional Insured status, unless otherwise indicated.

CYBER coverage in the amount of \$ (\$2,000,000/occurrence minimum unless indicated).
PROFESSIONAL LIABILITY coverage: limits not less than \$ (\$2,000,000/occurrence minimum unless indicated).
POLLUTION LIABILITY coverage: limits not less than \$ (\$2,000,000/occurrence minimum unless indicated).
Type: : limits not less than \$ (\$1,000,000/occurrence minimum unless indicated).
Type: : limits not less than \$ (\$1,000,000/occurrence minimum unless indicated).

***Umbrella or Excess coverage to increase the policy limits to the required amount is acceptable!**

CERTIFICATE HOLDER: Lane County, its officers, agents, employees and volunteers, c/o

LANE COUNTY REQUIRES THE COVERAGE TYPES AND AMOUNTS SHOWN ABOVE OR POLICY LIMITS, WHICHEVER IS GREATER. The policy limits specified above are minimum requirements; Lane County reserves the right to claim up to the policy limits. All coverages are Primary and Non-Contributory with any other insurance and self-insurance. Acceptance of a COI providing less than required coverages does not relieve contractor of the insurance requirements set out above or in the contract. The contractor must notify the County if non-County claims have infringed or impacted the policy. Contractor is required to notify Lane County of any changes to or cancellation of coverage(s) within 24 hours. Contractor is required to provide a copy of the policy to Lane County upon demand.

DIRECT ALL INSURANCE RELATED DOCUMENTS FOR YOUR CONTRACT TO YOUR CONTACT AT LANE COUNTY; DO NOT DIRECT YOUR DOCUMENTS TO RISK MANAGEMENT AS THIS WILL RESULT IN DELAYS.

Your Lane County Contact: email: Phone:

This document is an attachment to and part of your contract with Lane County.

Lane County Risk Management / LCRISKMG@lanecountyor.gov

**STATE OF OREGON
CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT**

Contract Number: SR2231C

Project Name: Lane County - McKenzie River Valley Drinking Water and Wastewater System Replacements (Preliminary Engineering Report)

This grant agreement (“Contract”) is between the State of Oregon, acting through its Oregon Business Development Department (“OBDD”), and Lane County, Oregon (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”).

This Contract includes Exhibit A - Project Description and Budget and Reporting Requirements, and Exhibit B - Federal Award Information.

Pursuant to Oregon Laws 2021, chapter 669, section 196, OBDD is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (“ARPA SFRF” codified as 42 U.S.C. 802) for the purpose of constructing water and wastewater system improvements as more particularly described in Exhibit A (the “Project”).

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$260,000.

Grant Amount: \$200,000.

Project Completion Deadline: 1 September 2026.

SECTION 2 - FINANCIAL ASSISTANCE

- A. OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.
- B. Conditions Precedent. OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient; and
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- C. Obligation Deadline. Pursuant to the federal regulations for the Coronavirus State Fiscal Recovery Funds, at 31 C.F.R. Part 35, Recipient shall obligate Grant funds not later than 31 December 2024. An obligation is an order placed for property and services, as well as entering into contracts, subawards, and similar transactions that require payment. Grant funds may not be used for activities obligated after 31 December 2024, and any such activities are the sole responsibility of Recipient.
- D. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request disbursements under this Contract terminates on 1 December 2026. Notwithstanding section 3.A., Grant funds may

not be used for, and the final disbursement must not include, activities occurring after 1 December 2026. Activities occurring after 1 December 2026 are the sole responsibility of Recipient.

- E. Unexpended Grant Funds. Any Grant funds that remain after all authorized disbursements or the date this Contract is terminated will be retained by the State of Oregon.
- F. Use of Grant funds. The Recipient shall use the Grant funds only for the activities and budget described in Exhibit A. Recipient may not transfer Grant funds among line items in the budget without the prior written consent of OBDD.
- G. Project Costs. The Recipient shall apply the Grant funds to actual, reasonable and necessary Project costs in accordance with the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 et seq.) and other guidance promulgated by the U.S. Department of the Treasury and Oregon law, as applicable (“Project Costs”). Grant funds cannot be used for costs in excess of one hundred percent (100%) of the total Project Costs.

SECTION 3 - DISBURSEMENT

- A. Reimbursement Basis. The Grant funds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant funds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”). Recipient must submit a Disbursement Request for all costs incurred for each calendar quarter not later than ten days after the just-ended quarter. Recipient may submit Disbursement Requests more often than the quarterly deadlines as it deems necessary.
- B. Conditions to Disbursements. OBDD has no obligation to disburse Grant funds unless:
 - (1) OBDD has sufficient funds currently available for this Contract; and OBDD has received appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.
 - (2) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Project Costs, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Coronavirus State Fiscal Recovery Fund and any implementing administrative rules and policies.
 - (3) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Grant, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project as described in the Estimated Project Cost in section 1.
 - (4) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (5) All other conditions precedent under this Contract are met.

(6) There is no Event of Default by Recipient.

C. Disbursement Request Deadline. The Recipient must submit its final Disbursement Request to OBDD not later than 1 December 2026.

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD as follows:

A. Organization and Authority.

- (1) Recipient is a County validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

E. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Project.

SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws.
- (1) Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 et seq.) and other guidance promulgated by the U.S. Department of the Treasury.
 - (2) Recipient, in its performance of all obligations required by this Contract, will comply with the requirements of all other applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (3) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.
- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit must not be charged to the funds received under this Contract.
 - (3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.
- E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee

Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

- F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 C.F.R. Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, including the Procurement, Cost Principles and Single Audit Act requirements.
- G. Federal Employment. OBDD’s payments to Recipient under this Grant will be paid by funds received by OBDD from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.
- H. Project Completion Obligations. Recipient shall:
- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
 - (2) Permit OBDD to conduct inspection of the Project at any time.
 - (3) Complete the Project using its own fiscal resources or money from other sources to pay for any Project Costs in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (4) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (5) No later than the Project Completion Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient’s certification that no further disbursements are needed.
- I. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Books and Records; Inspections; Information. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient. The Recipient shall permit OBDD, the federal government and their duly authorized representatives, and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require, including cooperation with OBDD to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide OBDD the reporting required in Exhibit A.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable

law, following the Project Completion Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

L. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

M. Contributory Liability and Contractor Indemnification.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regard to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

N. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification

Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

SECTION 6 - DEFAULT

Any of the following constitutes an “Event of Default”:

- A. **Misleading Statement**. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. **Failure to Perform**. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- C. **OBDD Default**. OBDD fails to perform any obligation required under this Contract and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to OBDD by Recipient. Recipient shall agree in writing to an extension of time if it reasonably determines OBDD instituted and has diligently pursued corrective action.

SECTION 7 - REMEDIES

- A. **OBDD Remedies**. Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from OBDD. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon OBDD’s demand. OBDD may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OBDD reserves the right to turn over any unpaid debt under this Section 7 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. **Recipient Remedies**. In the event of default by OBDD, Recipient’s sole remedy will be for disbursement of Grant funds as required and eligible under this Contract, not to exceed the total Grant Amount, less any claims OBDD has against Recipient.

SECTION 8 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 7, OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If OBDD anticipates a shortfall in applicable revenues or OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 9 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses listed below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email

system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280

If to Recipient: Community and Economic Development Manager
Lane County
125 East 8th Avenue
Eugene, OR 97401

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 5, 6, 7, 9.B, 9.C, and 9.L.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its Oregon
Business Development Department

By: Chris Cummings
Chris Cummings, Assistant Director
for Economic Development

Digitally signed by Chris
Cummings
Date: 2022.08.01
15:36:36 -0700

Date: _____



LANE COUNTY

By: Steve Mokrohisky
Steve Mokrohisky, County Administrator

Digitally signed by Steve Mokrohisky
DN: cn=Steve Mokrohisky, o=Lane
County, ou=County Administration,
email=diana.jones@laneconomy.gov,
c=US
Date: 2022.07.26 07:19:40 -0700

Date: 7/26/22

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 08 June 2022
Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A
PROJECT DESCRIPTION AND BUDGET AND REPORTING REQUIREMENTS

Project Description: The Recipient will, with the assistance of a professional engineer licensed in Oregon, complete a Water and Wastewater Feasibility Study and Preliminary Engineering Study with plans and specifications reviewed and approved by the Oregon Department of Environmental Quality (DEQ), the Oregon Health Authority (OHA) – Oregon Drinking Water Services (DWS) and any other appropriate regulatory agency as needed. The Project will include, but is not limited to, the following:

- Procure an engineering firm
- Complete a wastewater system feasibility study for the McKenzie River Valley Area:
 - a. Define and identify feasible service area(s)
 - b. Identify existing infrastructure
 - c. Identify feasible infrastructure system(s) and construction options for the service area(s)
 - d. Identify timelines, costs, permits and approvals needed for options identified
- Complete a water system feasibility study for the McKenzie River Valley Area:
 - a. Define and identify feasible service area(s)
 - b. Identify existing infrastructure
 - c. Identify feasible infrastructure system(s) and construction options for the service area(s)
 - d. Identify timelines, costs, permits and approvals needed for options identified

Project Budget Line Items	ARPA SFRF Funds	Other Funds	Total
Feasibility Studies /Engineering	\$200,000	\$60,000	\$260,000
TOTAL	\$200,000	\$60,000	\$260,000

Reporting Requirements:

Report Name	Frequency	Due Dates
Quarterly Report	Quarterly	April 10 th , July 10 th , October 10 th , January 10 th
Annual Report	Annually	January 10, 2022; July 10 th annually thereafter

Quarterly Reports

Recipient shall submit Quarterly Reports to OBDD which must include such information as is necessary for OBDD to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports must be submitted using a template provided by OBDD that includes, but is not limited to the following information:

1. Expenditure Reporting Template

- a) Quarterly Obligation Amount
 - b) Quarterly Expenditure Amount
 - c) Projects
 - d) Primary Location of Project Performance
 - e) Detailed Expenditures (categories to be provided by OBDD)
2. Project Status Update
- a) Status of Project: not started, completed less than 50 percent, completed 50 percent or more, completed.
 - b) Progress since last update including Project outputs and achieved outcomes.
 - c) Identification of barriers/risks to outcomes and a description of actions taken to mitigate delays/risks to the overall Project goal.
 - d) Optional: Share with OBDD community outreach/engagement or other positive local news stories.

Annual Reports

Recipient shall submit to OBDD an annual report. The annual reports must be submitted using a template provided by OBDD that includes, but is not limited to the following information:

1. How the Project is Promoting Equitable Outcomes
2. How the Project is Engaging with the Community

**EXHIBIT B – FEDERAL AWARD INFORMATION
REQUIRED BY 2 CFR 200.332(A)(1)**

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in DUNS): Lane, County of
- (ii) Subrecipient’s DUNS number: 030786248
- (iii) Federal Award Identification Number (FAIN): SLFRP4454
- (iv) Federal Award Date: July 23, 2021
- (v) Sub-award Period of Performance Start and End Date: Effective Date of Contract through 31 December 2026
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$200,000
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$200,000
- (viii) Total Amount of Federal Award to the pass-through entity: \$2,648,024,988.20
- (ix) Federal award project description: The state fiscal recovery funds program authorized by the American Rescue Plan Act provides funding to support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control; replace lost revenue for eligible state, local, territorial, and tribal governments to strengthen support for vital public services and help retain jobs; support immediate economic stabilization for households and businesses; to make necessary investments in water, sewer, and broadband infrastructure; and cover the cost of other eligible activities.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Department of the Treasury
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Edward Tabor, Program and Incentives Manager, 503-949-3523
- (xi) CFDA Number and Name: 21.027 American Rescue Plan Act Coronavirus State Fiscal Recovery Fund
- (xii) Amount: \$200,000
- (xiii) Is Award R&D? No
- (xiv) Indirect cost rate for the Federal award: N/A

* For the purposes of this Exhibit B, “Subrecipient” refers to Recipient and “pass-through entity” refers to OBDD.

ARPA/SLFRF Required Contract Clauses

Creating a contract that complies with ARPA requirements must include the below sections as verbatim:

- Contractor must be registered in SAM.gov.** - The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov
- Whistleblower** - Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).
- Inspections; Information** - Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:
- Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
 - Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
 - Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.
- Equal Opportunity** - Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- Copeland “Anti-Kickback” Act** - Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Prohibition on purchasing telecommunications or surveillance equipment, services, or systems.** As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

Preference to United States made goods. - As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of recovered materials over \$10,000. - The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Termination for cause and for convenience - Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

Certification form located in Appendix I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Note: Only include for contracts that involve the employment of mechanics or laborers. The Contract Work Hours and Safety Standards Act requires all contractors—prime and sub—to pay laborers and mechanics performing on a federal service contract and federal and federally assisted construction contract over \$100,000, 1.5 times their basic rate of pay for all hours worked over 40 in a workweek. Employers are liable to employees for these unpaid wages. The failure of a contractor to comply with this Act may also result in liability under the False Claims Act. Employees who are due unpaid wages under the Contract Work Hours and Safety Standards Act may file a complaint with the Wage and Hour Division within the U.S. Department of Labor. The DOL may then enforce the provisions of the Act against violators.

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Additional Clauses for Contracts Over \$250,000 (the simplified acquisition threshold as of 2022):

Creating a contract over \$250,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Upon any breach of this Agreement by Contractor, the Contract Owner shall have all remedies available to it both in equity and/or at law.

Appendix I

Certification Regarding Lobbying (Awards to Contractors and Subcontractors in Excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- (2) 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.