



Columbia County Public Works

Request for Proposals: C00055-0313-20

Engineering & Related Services for Bridge Replacement E. Fork Nehalem River (Scappoose-Vernonia Hwy MP 2.0)

**Project-Specific Proposal for Project Management, Preliminary Engineering,
Construction Engineering, Right-of-Way Acquisition and Related Services**

**Issue Date: April 21, 2020
Closing Date & Time: May 21, 2020 by 4:00 P.M.**

**Place/Issuing Office:
Columbia County Public Works
1054 Oregon St
St. Helens, OR 97051**

Single Point of Contact (SPC):

LaVena Sullivan, Procurement Specialist
Columbia County Finance
230 Strand St
St. Helens, OR 97051
503-397-7210 X8428
lavena.sullivan@columbiacountyor.gov

REQUEST FOR PROPOSALS

Notice is hereby given that Columbia County by and through its Public Works intends to Contract for Project Management, Preliminary Engineering, Construction Engineering, Right-of-Way Acquisition and Related Services for the replacement of the Scappoose Vernonia Bridge at MP 2.0 on Scappoose Vernonia Highway in Vernonia Oregon. The Request for Proposal documents are available at the County's website at <https://www.columbiacountyor.gov/bids> and on OPRIN at <https://orpin.oregon.gov/open.dll/welcome>. It is the Proposers responsibility to check the website or OPRIN frequently to be aware of any addenda.

The consultant shall furnish labor, materials and equipment necessary for completion of the project in accordance with the Request for Proposals. The work consists of general design and project planning for bridge removal and replacement, updated drainage, HMAC overlay, storm water drainage, and right-of-way acquisition. Proposals for the work described will be received at:

Columbia County Finance Office
Attn: LaVena Sullivan
230 Strand Street
St. Helens, Oregon, 97051

Proposals are due no later than 4:00 p.m., May 21, 2020. Proposals must be in sealed packages marked, "Bridge Replacement E. Fork Nehalem River (Scappoose-Vernonia Hwy MP 2.0) Engineering and Related Services Proposal". The Columbia County Finance date/time clock will be the designated time recording device for recording receipt of Proposals. There will not be a public opening of the Proposals.

Proposals must be submitted to the issuing office at the above physical address. Driving directions are provided at the following link: <https://www.google.com/maps/dir/45.8589433,-122.8205482/230+Strand+St,+St+Helens,+OR+97051/@45.8702868,-122.8068729,13z/data=!4m9!4m8!1m0!1m5!1m1!1s0x54944e31f4ca1f0xf14945f2d810b715!2m2!1d-122.7970007!2d45.8635952!3e0>.

County will not conduct a pre-Proposal conference for this RFP.

Electronic Files Linked or Attached to RFP. This RFP document may be viewed electronically to access files, forms, provisions or other documents that are attached electronically (shown as icons) or provided via hyperlinks from the Internet in this RFP. All files, forms, provisions or other documents attached electronically or linked from the Internet are incorporated in this RFP with the same force and effect as though fully set forth in this RFP. A physical copy of this document, including attachments, can be obtained at the Public Works office upon request.

DBE Participation Goal Assigned: 0%;
Certified Small Business Aspirational Target: N/A

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SOLICITATION SCHEDULE

The table below represents a tentative schedule of events. With the exception of dates marked with an asterisk (*), all dates are estimates and may change at the County's sole discretion. All times are listed in Pacific Time, and will use date/time clock in the Columbia County Finance Office. All submissions will be date and time stamped upon receipt.

Event	Date	Time
RFP Issue Date	*April 21, 2020	
Questions / Requests for Clarification Due	April 28, 2020	5:00 PM
Answers to Questions / Requests for Clarification Issued (approx.)	May 1, 2020	
RFP Protest Period Ends	*7 calendar days prior to RFP Closing	
Closing (Proposal Due)	*May 21, 2020	4:00 PM
Presentations, Demonstrations, or Interviews	TBD with Vendor	
Issuance of Notice of Intent to Award (approx.)	Est. June 3, 2020	
Award Protest Period Ends	*7 calendar days after Notice of Intent to Award	

Section 1.0 SOLICITATION INFORMATION AND REQUIREMENTS

1.1 DEFINITIONS, SUMMARY OVERVIEW and PROCUREMENT AUTHORITY/METHOD

1.1.1 DEFINITIONS

For purposes of this RFP:

“County” or “County” means Columbia County, by and through its Public Works Department;

“Business Days” means calendar days, excluding Saturdays, Sundays and all State recognized holidays;

“Calendar Days” means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day;

“Certified Firm” or “Certified Small Business” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity as “disadvantaged business enterprise”, “minority-owned business”, “woman-owned business”, “emerging small business” or “a business that a service-disabled veteran owns”;

“COBID” means Certification Office for Business Inclusion and Diversity;

“Days” means calendar days;

“Professional Services” means architectural, engineering, photogrammetric mapping, transportation planning or land surveying services;

"Proposal" means a written response to a Request for Proposals;

“Proposers” - All firms submitting Proposals are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as “Consultant”;

“Qualifications Based Selection” or “QBS” means evaluation and scoring of Proposals based on qualifications, experience and project approach, without considering cost.

“Related Services” has the meaning provided in ORS 279C.100;

“RFP” means Request for Proposal;

“Scope of Work” means the general character and range of Services and supplies needed, the work’s purpose and objectives, and an overview of the performance outcomes expected by County;

“Services” means the services to be performed under the Contract;

“State” means State of Oregon;

“Statement of Work” or “SOW” means the specific provision in the final Contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, Services, deliverables, schedule for delivery and other obligations; and

Note: Though not defined, the terms “sub consultant” and “subcontractor” are used interchangeably in this document.

1.1.2 SUMMARY OVERVIEW

Columbia County, by and through its Public Works Department is seeking Proposals from Professional Services consultants to perform engineering, construction administration, and related services necessary for successful completion of this project. The selected consulting firm will provide design, assist with permitting, develop full engineering plans, contract specifications and other related bid documents, and provide construction administration for a project to construct improvements for various projects including but not limited to the Bridge Replacement E. Fork Nehalem River (Scappoose-Vernonia Hwy MP 2.0) in Vernonia, Oregon. Improvements will include the removal and replacement of existing bridge and roadway design to meet current structure.

ADDITIONAL PROJECT:

In addition, Public Works may contract with selected Proposer for additional engineering needs as follows:

Millard Road Intersection Improvements

ODOT will be adding a traffic signal at Millard Rd and Highway 30 and closing left turns onto Highway 30 at Bennett Rd. Due to these changes the amount of traffic onto Millard Road will increase dramatically.

County has completed:

1. Survey
2. Scoping
3. Concept options

County needs the following technical services provided to complete this project.

4. Develop plan set for bidding purposes
5. Assist county in specifications
6. Assist County in Right of Way ("ROW") purchase diagrams.
7. Assist in overseeing construction

Once consultant is selected, County will want consultant to prepare a SOW and BOC for the Millard Rd project for County to review.

Plan is to construct in fall of 2020.

Proposers can bid on the main project (Nehelem Bridge Improvements) or both the main project and the additional project (Millard Rd Intersection Improvements).

County reserves the right to accept all or part of the Proposal if firm is proposing on the main project or both the main and additional project. **Proposer should affirm their interest in being considered for the main project or the main project and the additional project.**

Project Description/General Background Information Bridge Replacement:

The County has identified the need for improvements on Bridge Replacement E. Fork Nehalem River (Scappoose-Vernonia Hwy MP 2.0). The County is seeking one (1) professional services consultant to provide engineering and related services for the Bridge Replacement at E. Fork Nehalem River (Scappoose-Vernonia Hwy MP 2.0). The expected outcome of the Services under this contract is to complete preliminary and final design, plans, specifications, and bid documents, perform right of way acquisition services and obtain required permits for this bridge replacement. The Scope of Work is described in detail, below.

Proposers responding to the RFP do so solely at their expense, and County is not responsible for any Proposer expenses associated with the RFP. This project receives funding from an Oregon Department of Transportation grant. The contract resulting from this procurement will therefore be subject to the terms and conditions of the ODOT grant agreement, which is included in the Sample Contract attached as Exhibit C to this RFP. The selected Proposer and County will negotiate the delivery schedule, costs and final Statement of Work, within the scope of what is listed here, for inclusion in the final SOW.

The Contract is anticipated to start with design work occurring in 2020 and construction tentatively scheduled for 2021. Pending successful negotiations, the selected Proposer shall perform its obligations according to the Contract and exhibits thereto. County anticipates the construction budget for this Project will not exceed \$2,850,000.

Scope of Work

A detailed scope of work shall be included in the proposal to address the following Consultant tasks:

TASK 1: Project Management and Coordination

- A. Designate and coordinate the Consultant project team.
- B. Schedule, prepare for, attend and document project team meetings to be held at the County's office at 1054 Oregon Street, St Helens. These meetings will be held as needed and will include the Consultant, County staff and other project stakeholders. A project kickoff meeting will also be held at the County office.
- C. Prepare a detailed schedule showing all major tasks, meetings, and review milestones.
- D. Prepare detailed monthly progress reports and progress billings and submit to the County for approval and payment.
- E. Monitor and manage the project budget.

TASK 2: Survey and Mapping

- A. Obtain necessary permits for survey within County right of way.
- B. Research and compile available survey data.
- C. Check for any existing easements that may conflict with the proposed improvements.
- D. Obtain any required permissions and/or rights-of-entry on private property to perform surveys.
- E. Establish horizontal and vertical control points.
- F. Complete field topography and base map of area affected by improvements. Locate all existing features including fences, buildings, signs, driveways, trees, curbs, culverts, catch basins, manholes, utilities above and below ground, road improvements, and any other relevant features.
- G. Tie horizontal locations of all utilities. In instances where there may be a major conflict with utilities, tie the vertical location as well.
- H. Tie all relevant existing property lines, right of way, easements and monuments.
- I. Survey shall include full length of Bridge Replacement E. Fork Nehalem River (Scappoose-Vernonia Hwy MP 2.0) and the affected properties.
- J. Provide notifications to adjoining land owners and tenants per ORS 672.047.

TASK 3: Utility Coordination

- A. Identify and locate all existing utilities and utility easements within the project limits.
- B. Determine possible utility conflicts.
- C. Initiate contact with the utilities and coordinate any required relocations.

TASK 4: Environmental Coordination and Permits

- A. Field Reconnaissance
- B. Fish Passage Coordination and Application
- C. SLOPES IV Transportation
- D. Joint Permit Application
- E. Local and Land Use Planning

TASK 5: Geotechnical Investigations and Laboratory Testing

- A. Field Exploration and Laboratory Testing
- B. Geotechnical Analysis
- C. Geotechnical Report
- D. Hazardous Material Assessment (Contingency Task)
- E. Additional Subsurface Exploration (Contingency Task)

TASK 6: Hydraulic Analysis Report

- A. Site Inspection
- B. Site Hydrology
- C. Scour Analysis
- D. Revetment Design
- E. Hydraulic Report
- F. Storm Water Management Plan

TASK 7: Plans, Specifications and Estimate (PS&E)

- A. Provide all plan drawings including title sheet, plan sheets, details, erosion control details, temporary protection and direction of traffic, and other drawings as required on 11" X 17" sheets.
- B. Prepare 100% of specifications based on the 2015 Oregon Standard Specifications for Construction. Use the County's boilerplate special provisions to the specifications.
- C. Provide 60% and 90% review packages.
- D. Prepare final detailed estimate of construction costs.
- E. Provide plan and base map drawings in AutoCAD 2013 (or more recent) format.
- F. Provide bid assistance.

TASK 8: Public Involvement

- A. Prepare one informational mailing to affected businesses and residents that live along the project. One informal project meeting during the design process maybe required, along with a project kick off meeting if the County desires.

TASK 9: Right of Way Acquisition

- A. Identify affected properties along project route.
- B. Scope, budget and coordinate acquisitions with County.
- C. Prepare documents for County approval.

TASK 10: Additional Contingency Tasks

- A. Construction Engineering Services
- B. Pre-flagging of monuments to protect during construction. This will require multiple trips with timing determined by contractor schedule.
- C. Monument restoration per ORS 209.150.

Future Work Limitations: The following limitations may constrain or prohibit consultant's ability to perform additional services for this project, including for example, construction services (For these purposes, "Affiliate" or "Affiliates" of a consultant means any Person or entity that controls, is controlled by or is under common ownership or control with that consultant.):

- If a consultant is awarded a contract to prepare designs and plans/specifications for a project, that consultant and its Affiliates will be eligible to perform CA/CEI Services but will not be eligible to propose/bid on or enter into a contract to construct that project.
- If a consultant is awarded a contract to prepare an Environmental Impact Statement ("EIS") or Environmental Assessment ("EA") for a project, that consultant and its Affiliates may be precluded (as determined on a case-by-case basis) by County from preparing the designs/plans/specifications for the project and may not be eligible to propose/bid on or enter into a contract to construct that project.
- If a consultant or an Affiliate of consultant enters into a personal services contract for the purposes of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise

overseeing a public contract, that consultant or an Affiliate of that consultant will not be eligible to enter into a public contract that is subject to administration, management, monitoring, inspection, evaluation or oversight by means of the personal services. See OAR 137-048-0130(10).

- If a consultant or any Associate of consultant enters into personal services contract(s) with County for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to a given procurement, the consultant may not be eligible to propose/bid on the prospective procurement (based on a case-by-case assessment by County).

Contract Phases: County anticipates the contracted Services will be a phased development as follows:

- Phase I – Design Acceptance Package (“DAP” “90%”); Design Complete, ROW Acquisitions Complete, Project Permitting, and Utility Relocations Complete.
- Phase II – Final Design (100%) Plans and Specifications ready for advertisement.

Following Final Design, County may, at its discretion:

- (a.) amend the Contract to include various elements of Construction Management, Engineering, and Inspection (“CEI”) Services
- (b.) complete various elements of construction oversight work with County’s in-house staff, or
- (c.) assign various elements of CEI Phase to another consulting firm.

Each added phase will require an amendment to the Contract.

Quantity of Contracts Awarded: It is anticipated that one (1) Proposer will be selected for Contract award from this solicitation. County, in its sole discretion, may select more Proposers based on the Proposals submitted, the results of the evaluation, and County’s capacity needs for the Services.

Offer Period: A Proposer's Proposal is a firm offer, irrevocable, valid and binding on the Proposer for not less than 180 days following the closing date for this RFP. County may request, either orally or in writing, that Proposer extend the offer period in writing.

Contingent upon County need and available funding, County may (for up to 9 months following the close of this solicitation), in County’s sole discretion, make additional award(s) from this RFP. County may select the next ranked responsible Proposer who has submitted a responsive Proposal (provided Proposer agrees to an extended offer period, which would cover the balance of the 9 months, if at that time the offer period stated in the paragraph above has expired or soon will expire), issue an intent to award and begin a new award protest period. If agreement with that Proposer is not reached, County may offer award to the next ranked Proposer and so on until agreement is reached or until County terminates the process. County reserves the right to require confirmation of the qualifications of any Proposer.

Contract Duration: The Contract is anticipated to begin June 2020 and is expected to last approximately 3 years. Contingent upon County’s need and Consultant’s performance, County may amend the Contract for additional time as necessary for project completion. The successful Consultant shall perform its obligations through completion of all Services required under the Contract, and through completion of all warranty work for the public improvement or public works project, if applicable, unless the Contract is terminated or suspended.

Contract Payment: Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with Contract requirements and all applicable standards. The method of compensation will be determined by County and may be based on any of the following methods (may include more than 1 method – “Mixed”):

- Cost Plus Fixed-fee, up to a maximum NTE amount;
- Fixed Price for all Services; Fixed Price per Deliverable; Fixed Price per Milestone;
- Price per Unit.

1.1.3 PROCUREMENT AUTHORITY AND METHOD

Procurement Authority. County is conducting this RFP according to its authority under ORS 279A.050(3) and the Columbia County Personal Services Contracting Rule.

Procurement Method. County is conducting this RFP in conformance with ORS 279C.110, OAR 137-048-0220 – Formal Selection Procedure and the Columbia County Personal Services Contracting Rule.

1.2 SOLICITATION PROCESS

1.2.1 PUBLIC NOTICE

The RFP, including all Addenda and attachments, is published on the Oregon Procurement Information Network (ORPIN) at <https://orpin.oregon.gov/open.dll/welcome>. RFP documents will not be mailed to prospective Proposers.

County shall advertise all Addenda on ORPIN. Prospective Proposer is solely responsible for checking ORPIN to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference.

This RFP and any subsequent RFP information may also be reviewed at the following Columbia County web site: <https://www.columbiacountyor.gov/bids>.

1.2.2 QUESTIONS/REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email: lavena.sullivan@columbiacountyor.gov
- Reference the RFP number: C00055-0313-20
- Identify Proposer’s name and contact information
- Refer to the specific part of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule

1.3 PROTESTS

1.3.1 SOLICITATION (RFP) PROTEST REQUIREMENTS

Prospective Proposer may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Work, and the proposed Sample Contract. The protest must be received by the SPC no later than 7 days before Closing. This is prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest Addenda as provided below and Proposer may take exception to the terms and conditions of the Sample Contract as set forth in the Negotiations Section.

1.3.2 PROTESTS TO ADDENDA

Prospective Proposer may submit a written protest of anything contained in the respective Addendum. Protests to Addenda, if issued, must be submitted to the SPC by 3 p.m. Pacific Time of the second Business Day or the date and time specified in the respective Addendum, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered.

1.3.3 AWARD PROTEST REQUIREMENTS

Each Proposer shall be emailed or mailed a copy of the Notice of Intent to Award document. Unless a different deadline is specified in the RFP, a Proposer that claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer shall have seven calendar days after receiving the Notice of Intent to Award to file a written protest of the selection with the SPC. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked Proposer eligible for selection, i.e., the protester must claim that all higher ranked Proposers were ineligible for selection because their Proposals were non-responsive or the Proposers are non-responsible. The County shall not consider a selection protest submitted after the time period established in the Schedule.

1.3.4 REVIEW OF PROTESTS; COSTS AND DAMAGES

The Board of County Commissioners or the Department shall have the authority to settle or resolve a written protest submitted in accordance with paragraphs 1.3.1, 1.3.2, and 1.3.3 above. The Administrator, or the Administrator's designee, shall promptly issue a written decision on the protest. Review of the Department's disposition of a written protest shall be available by filing a written request for review with the Board of County Commissioners within seven (7) calendar days.

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. The County shall not be liable for the Proposer's damages or costs for filing the protest or to any participant in the protest, on any basis, express or implied.

1.4 "PASS/FAIL" PROPOSAL SUBMITTAL REQUIREMENTS

Items in this Section 1.4 marked as **"PASS/FAIL"** that are incomplete (except for minor informalities), or not submitted by Proposal due date and time, or are otherwise not in substantial conformance with the requirements, will cause the Proposal to be rejected as non-responsive. Proposals must comply with ALL requirements marked as **"PASS/FAIL"** to be considered for further evaluation.

1.4.1 PROPOSAL SUBMITTAL DEADLINE (PASS/FAIL)

Proposals must be physically received in hard copy by the submittal deadline (Closing) (per official clock of SPC's Office) and at the address of the SPC's Office indicated on page 1 of this RFP. County will not accept Proposals submitted by facsimile or electronic mail, nor will County accept Proposals submitted after the Proposal Closing (except as County may permit for REQUIRED items under section 1.5). County is not responsible for and will not accept late or miss-delivered Proposals.

1.4.2 TERMS AND CONDITIONS (PASS/FAIL)

Unless an official addendum has modified or reserved the right to negotiate any terms and conditions contained in the Contract or exhibits thereto, County will not negotiate any term or condition after the solicitation protest deadline, except the SOW and pricing with the selected Proposer(s) per section 2.4. By submitting a Proposal, the selected Proposer(s) agree(s) to enter into the County's form of contract, a sample of which is attached, and be bound by its terms and conditions and those of its attachments as set out in **RFP Attachment C** (Sample Contract), and as they may have been modified or reserved by County for negotiation. **Any Proposal that is received conditioned on County's acceptance of any other terms and conditions or rights to negotiate will be rejected.** Any subsequent negotiated changes may be subject to prior approval by the Office of County Counsel.

Government bodies subject to ORS Chapter 190 do not bid or compete on the same basis as private-sector Proposers, however, County will initially review Proposals from government bodies according to the same evaluation criteria described in this RFP. Government bodies submitting a Proposal must comply with all applicable Proposal requirements described in this RFP. In addition to any other Proposer selection, County may enter into an ORS Chapter 190 agreement with any government body for the Services. Alternatively, County may cancel this RFP if it would be in the public interest as determined by County, and enter into an ORS Chapter 190 agreement with a government body.

1.5 "REQUIRED" PROPOSAL SUBMITTAL ITEMS & SCORING DEDUCTIONS

Scoring Deductions:

- Proposals will receive a 2% scoring deduction, based upon the total available points, for each item in this section 1.5 marked as "REQUIRED" that is incomplete (except for minor informalities) or that is not submitted with the Proposal in substantial conformance of the requirement. Incomplete or missing items must be completed and submitted within 2 business days of e-mail request by County (this does not apply to "PASS/FAIL" items which must be submitted by Proposal due date and time). Missing or incomplete items must be delivered via e-mail in order to provide an appropriate time stamp. Failure to complete and deliver missing or incomplete "REQUIRED" items within 2 business days of request by County shall result in Proposal rejection. Time limitations will be based upon the time of the e-mail sent by County and the time of the e-mail sent in response to County notification.
- Proposals not in conformance with the 12-point minimum font requirements for substantive text (including text in tables) will receive a 3% scoring deduction and will not be sent back to Proposer for correction.
- Scoring deductions are on an average score per Proposal basis and not a deduction per evaluator. For example, if a Proposer received an average score of 92 points from the evaluation committee, a 2 percent scoring deduction would result in a Proposal score of 90. (Percent's will be rounded to either the lower number if under .5% or to the higher number if .5% or over.)

1.5.1 COVER SHEET (REQUIRED)

The Proposal must include a completed Cover Sheet in the form as set forth in [**RFP Attachment A**](#), signed by a duly authorized representative empowered to bind the Proposer (**at least one original signature**). Any cover letters submitted in addition to the required Cover Sheet will not be forwarded to the evaluation committee.

On the Cover Sheet (or a separate sheet attached to the Cover Sheet), identify the sections of the Proposal, if any, Proposer claims to be exempt from disclosure pursuant to Oregon Public Records Law,

ORS 192.410 through 192.505. List sections, paragraphs, pages, etc., and the specific ORS citation(s) that Proposer claims provides for exemption of each listed section. (See RFP section 1.6.)

1.5.2 MINIMUM QUALIFICATIONS (REQUIRED)

Please include responses to the following Minimum Qualifications in the space provided on the Proposal Coversheet (**RFP Attachment A**):

➤ **REGISTERED PROFESSIONAL ENGINEER**

Consultant may not provide engineering Services unless the Services are performed or provided under the full authority and responsible charge of an Oregon Registered Professional Engineer as defined in ORS 672.002(2). The Professional Engineer must be currently registered in active status with the Oregon State Board of Examiners for Engineering and Land Surveying, and must supervise and direct the work proposed under the Contract. As required by Oregon law, Consultants shall place their official Oregon Registered Professional Engineer certified seal and signature on all reports, maps, design drawings, and specifications delivered under the Contract. **In the space provided on the Proposal Cover Sheet (RFP Attachment A), list the name and registration number of at least one Oregon Registered Civil Engineer in active status intending to perform engineering Services under the Contract.**

➤ **REGISTERED PROFESSIONAL LAND SURVEYOR**

When required by Oregon law, Consultants shall place their official Oregon Registered Professional Land Surveyor PLS certified seal and signature on all reports, maps, design drawings, and specifications delivered to County or LPAs under Contract. **In the space provided on the Proposal Cover Sheet (RFP Attachment A), list the name and registration number of at least one PLS intending to perform Services under the Contract.**

Licenses Outside of Oregon

If the Proposer is an “individual, firm, partnership or corporation offering to practice engineering or land surveying” and “holds a certificate of registration to engage in the practice of professional engineering or land surveying (as applicable) issued by the proper authority of any other state, a territory or possession of the United States, or a foreign country”, the Proposer shall:

Include a written statement that the Proposer is not registered to practice engineering or land surveying (as applicable) in the State, but will comply with ORS 672.002 to 672.325 by having an individual holding a valid certificate of registration in the State in responsible charge of the work prior to performing any engineering or land surveying (as applicable) work within the State. [ORS 672.060(9)(a) and (b)]

Proposer shall provide, on the Proposal Cover Sheet (**RFP Attachment A**), the following information:

- The name of the individual employed by Proposer who currently holds a valid certification of registration to practice engineering or land surveying (as applicable), the jurisdiction of the registration and the registration number; and one or both of the following:
- The name of the individual not employed by Proposer who currently holds a valid certificate of registration to practice engineering or land surveying (as applicable) in the State who Proposer has engaged to be in responsible charge of the work; or
- The name of the individual employed by Proposer who will be in responsible charge of the work and will obtain a valid certificate of registration to practice engineering or land

surveying (as applicable) in the State prior to performance of engineering or land surveying (as applicable) Services under the Contract.

1.5.3 FORMAT FOR PROPOSAL SUBMITTALS; PAGE LENGTH LIMITATION

- a. **(REQUIRED)** Proposals must use 12-point minimum font size for the substantive text (including text in tables) with the following exceptions which must use an 11-point minimum font size: **RFP Attachment A** – Proposal Coversheet, **Attachment B** - References, Key Staff Resumes, and COI Disclosure Form.. Proposers may use their discretion for the font size of other materials that do not include substantive text (e.g. graphics, picture or graphics captions, and organizational charts).
- b. **(REQUIRED)** Proposals must be submitted without cover-stock or bindings such as wire loop or plastic comb binding.
- c. Use a removable binder clip to secure Proposal pages on original signature copy. Staples may be used on additional copies.
- d. Proposers are to submit Proposals on recycled white paper. The Proposal must not exceed **8 pages**, *excluding* Cover Sheet (**RFP Attachment A**), any tabs or indexes, and any of the following forms (if required in this RFP): references, Request for Tax ID Number form, and Subcontractor/Supplier Solicitation and Utilization form. **If a Proposer submits a Proposal exceeding this limit, County will consider the pages up to that allowable number and discard all subsequent pages.** The Proposer may choose how to allocate pages between any sections, within the overall page limit.

One (1) page is defined as: one side of a single 8-1/2" x 11" page that meets the font size requirements stated in subsection "a" above. Any page over this size will be counted as 2 pages. Any page or partial page with substantive text, tables, graphics, charts, resumes, etc., will be counted as 1 page.

1.5.4 QUANTITY OF PROPOSALS & ELECTRONIC COPIES

Proposer must complete and submit the following items to County at the address shown on page 1:

- a. **(REQUIRED)** 1 hard copy of the **Proposal with Proposal Cover Sheet (RFP Attachment A)** attached; 1 hard copy of each completed Key Staff Resume form; 1 hard copy of the completed TIN Request form; 1 hard copy of COI Disclosure Form(s) if required in section 1.5.5

1 USB Thumb Drive that includes:

- 1) **(REQUIRED)** A single PDF file of the Proposal. The signed Proposal Cover Sheet (**RFP Attachment A**) may be included as part of the single PDF file of the Proposal or may be in a separate PDF file. Do not break the Proposal into more than these 2 PDF files. Additional files as shown below will be allowed. **(The total combined size of the Proposal and Coversheet should be compressed so it does not exceed 5 megabytes.)**
- 2) **(REQUIRED)** One (1) signed, PDF file of **Subcontractor Solicitation and Utilization Report** form available at: <http://www.odot.state.or.us/forms/odot/highway734/2721.pdf>.
- 3) **(REQUIRED)** A separate MS Word file for each Reference Questionnaire form submitted.
- 4) **(REQUIRED)** Key Staff Resumes may be included in the single Proposal file or they may be submitted as a separate file on the USB drive (one file for all Key Staff Resumes).
- 5) **(REQUIRED)** The Capacity Summary form available at: <http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx> (under Misc. Procurement Related

Forms) may be included in the single Proposal file or it may be submitted as a separate file on the USB drive.

- b. Submit Proposal and all required submittal items in a sealed envelope/package. On the outside of the sealed envelope/package, indicate the following:
- **Name of Proposing firm,**
 - **RFP Project Title, “Bridge Replacement E. Fork Nehalem River (Scappoose-Vernonia Hwy MP 2.0) Engineering and Related Services Proposal”**
 - **RFP close date and time, and**
 - **Name of Single Point of Contact identified on page 1 of RFP.**

1.5.5 REFERENCES (REQUIRED)

Provide 3 references for relevant projects using the form provided in section 2.1.3. Reference forms must be submitted with the Proposal (hard copy separate from the Proposal) but are not included in the Proposal page count.

1.6 PUBLIC RECORDS

This RFP, and one copy of every Proposal received in response to it, together with copies of all documents pertaining to the award of the Contract(s), shall be kept by County and made a part of County’s records. Proposals shall be open to public inspection in accordance with ORS 279C.107 and OAR 137-048-0130(7). If a Proposal contains any information that may be considered exempt from disclosure as a trade secret under either ORS 192.345(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.311 through 192.478, the Proposer must clearly designate on or with the Proposal the portions of its Proposal which Proposer claims are exempt from disclosure, along with a justification and citation to the authority relied upon. **Identifying the Proposal in whole as trade secret, confidential or otherwise exempt from disclosure is not acceptable. In such circumstances County will require Proposer to submit a memorandum citing the statutory justification for each specific area of the Proposal that Proposer claims to be exempt.**

If Proposer fails to identify, on or with the Proposal, the portions of the Proposal Proposer claims are exempt from disclosure and the authority used to substantiate that claim, Proposer is deemed to have waived any later claim of an exemption or request for nondisclosure of that information.

Any Proposer that does not comply with these requirements may have their Proposal rejected.

Application of the Oregon Public Records Law or other applicable law shall determine whether any information is actually exempt from disclosure. County will not be held liable for any disclosure of information which Proposer considers to be exempt from disclosure if required by a Public Records Order. Notwithstanding any rights under 17 USC 101 et seq., (the United States Copyright Act), when County is required to provide copies of the non-exempt portion of the Proposal pursuant to a Public Records Order, Proposer hereby grants a license to County to copy those portions of the Proposal that are subject to disclosure.

By submitting a response to this RFP, Proposer grants County a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license for the rights to copy, distribute, display, prepare derivative works and transmit the response for the purpose of conducting this procurement and to fulfill obligations under Oregon Public Records Laws.

Section 2.0 EVALUATION PROCESS & CONSULTANT SELECTION

2.1 EVALUATION PROCESS

2.1.1 PROPOSAL EVALUATION

County will evaluate Proposals in accordance with the evaluation procedures set forth in OAR 137-048-0220 and this RFP. County will review Proposals for conformance with the Pass/Fail and REQUIRED criteria identified in **Sections 1.4 and 1.5**. Proposals meeting all Pass/Fail criteria (including submittal of all REQUIRED items in the time allowed) will be forwarded to an evaluation committee that will independently review, score and rank Proposals according to the Scoring Criteria set forth in **Section 2.2**. Evaluators will independently judge the merits of the Proposals by comparing the requirements and criteria stated in the RFP with the responsiveness and the relevance of experience/qualifications presented in the Proposal. County will not evaluate any proposed pricing for Services as part of the evaluation process.

The outcome of the Evaluation process may, in County's sole discretion, result in:

- (a) Notice to Proposer(s) of selection or rejection for Contract negotiation and possible award;
- (b) Further steps to gather additional information for evaluation, (e.g. checking references, notice of placement on an interview list, requesting clarification); or
- (c) Cancellation of the RFP and either re-issuance of the RFP in the same or revised form or no further action by County with respect to the RFP.

County may reject any or all Proposals and may cancel this RFP at any time if doing either would be in the public interest as determined by County. County is not liable for any costs a Proposer incurs while preparing or presenting the Proposal or during further evaluation stages. All Proposals will become part of the public file.

2.1.2 INTERVIEWS/FOLLOW-UP QUESTIONS

County may conduct and score interviews/follow-up questions. If interviews/follow-up questions are conducted, they will be evaluated and scored based on the following criteria:

- Understanding of Requested Services
- Technical Approach
- Project Management/Cost Effectiveness
- Proposer's General Qualifications
- Proposer's Capabilities
- Proposer's Relevant Experience
- Project Team and Qualifications

If interviews/follow-up questions are conducted, the following will apply:

- A minimum of 3 evaluators shall score the interviews/follow-up questions;
- The interviews/follow-up questions will have a maximum score of 50 points.

- The number of Proposers selected for interviews/follow-up questions will be, to the greatest extent practicable, at least the two highest ranked Proposers based on Proposal scores.
- Follow-up questions will typically be sent via e-mail to Proposer(s) as an alternative to face-to-face interviews. However, County may conduct face-to-face interviews if determined necessary after conducting written follow-up questions.
- Interviews normally require physical attendance at County's offices; however, County may elect to conduct interviews via teleconference or video conference. Further details will be included with notification of time and date of interviews, if conducted.
- Interviews would be conducted 2 weeks after the evaluation ranking is announced; follow-up invitation will be sent with the rankings for interview date and time.
- County may waive the interview process if sufficient information has been presented in the Proposal for an award to be made.

2.1.3 REFERENCES

County does not intend to score references but may contact references to verify information provided in Proposals. Proposers must provide 3 references using the form attached (Attachment B) for projects where Proposer provided services relevant to the scope of services contemplated in this RFP. If the contact and alternate contact for a reference are both members of the evaluation committee for this RFP, County will request a different project reference from the Proposer.

2.1.4 CLARIFICATIONS

County may require any clarification it needs to understand the Proposer's Proposal. Any necessary clarifications or modifications which are in the best interest of County may be made before the Proposer is awarded a Contract, and some or all of the clarifications or modifications may become part of the final Contract. Clarifications may not be used to rehabilitate a non-responsive Proposal.

2.2 SCORING CRITERIA

Scoring will be based on the categories described below. The Proposer must describe how Proposer meets the requirements that are specified in this RFP as related to the subsections below. Be clear and concise.

2.2.1 UNDERSTANDING OF REQUESTED SERVICES/PROJECT **25 Points**

Demonstrate a clear and concise understanding of this type of project based on existing information. Address general description of the project purpose and key issues. Please explain any special expertise specific to bridge design and construction experience.

2.2.2 PROPOSER'S GENERAL QUALIFICATIONS **25 Points**

Demonstrate qualifications to complete the requested services. Response must list:

- Describe your firm's qualifications and proficiencies to complete the requested Services.
- List projects and contract services performed within the last three (3) years by type, size, and location. Must be comparable to the Services described in this RFP.

- For a total of three of the most recent projects or contracts (in any combination) listed, include a brief description of project type, size, location, duration and objectives; a chronological time line describing the tasks performed by the Proposer to fulfill the project objectives; and the actual project budget.
- For each of the three projects or contracts (in any combination) above, indicate whether the services were accomplished within Proposers' original estimated budget and schedule, or needed to be revised. Briefly explain the reason for any revisions.

2.2.3 PROPOSER'S CAPABILITIES

20 Points

Demonstrate capability to complete the requested services. Response must include:

- Current or projected assignments and location of key members, and whether these assignments may conflict with the key members' ability to respond to these projects.
- Internal procedures and/or policies related to work quality and cost control;
- Management and organizational structure;
- Other on-going projects.
- Demonstrate capability to complete the requested Services. Response must include:
- An explanation describing how the Proposer can accommodate the varying levels of workload for the Services contemplated under the Contract, including any limitations.
- An explanation describing Proposer's proximity to the Project and how the Proposer can cost effectively accommodate providing the needed A&E and Related Services for the Project. Describe Proposer's branch or satellite offices that will provide the requested Services – indicate their location(s) and which services they are capable to perform.

2.2.4 PROJECT TEAM AND QUALIFICATIONS

20 Points

Demonstrate Proposer's team qualifications and experience relating to the requested services.

Response should address the following:

- Describe extent of principal involvement.
- Describe experience of Project Manager(s) with similar interdisciplinary teams.
- Using the "Key Staff Resumes" form available at:
<http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx> (under Misc. Procurement Related Forms) describe experience and qualifications of proposed Project Manager(s) (whether they are from the prime or a sub) with similar interdisciplinary teams. Include descriptions of similar projects, project outcomes, and customer feedback received (if any). Also provide the information requested in the form for other key members (including sub consultant staff that are key members) who are anticipated to perform the Services

2.2.5 SUPPORTING RESOURCES

10 points

Demonstrate Proposer's resources allocated to each given task of the proposed scope of work (*examples: compatible computer equipment, administrative or technical support, adequate survey equipment, safety program*)

<u>MAXIMUM SCORE</u>	
☐ Understanding Of Requested Services/Project	<u>25</u>
☐ Project General Qualifications	<u>25</u>
☐ Proposer's Capabilities	<u>20</u>
☐ Project Team and Qualifications	<u>20</u>
☐ Supporting Resources	<u>10</u>
Total or Subtotal Score for Proposal	100
☐ Interviews/Follow-up Questions (if conducted)	50
Maximum Possible Total Score	<u>150</u>

2.3 METHOD OF AWARD

The scores for Proposer ranking and tentative award will be determined as follows:

- Total Proposal Score = Total of all evaluator scores for a given Proposer, divided by the number of evaluators. Proposer with the highest ranked Proposal may be awarded a contract.
- Total Interview or Follow-up Questions Score (if conducted) = Total of all evaluator scores for a given Proposer, divided by the number of evaluators.
- **Final Score** = Proposal score plus Interview or Follow-up Questions Score (if conducted).

2.4 NEGOTIATIONS

County will negotiate in the best interest of the County, the SOW, costs and any provision(s) County has indicated in the RFP or any Addenda with the highest ranked Proposer(s). County will, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if County and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. County may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time (as determined in the sole discretion of County), County may cancel this solicitation. County, in its sole discretion, may proceed with a new solicitation for the same Services or consider any other options available under the applicable rules, laws, and policies.

Section 3.0 CONTRACT AWARD REQUIREMENTS

The requirements in this section 3 apply only to any Proposer that receives an intent to award notice following County's evaluation, scoring, and ranking of Proposals (and interviews, if conducted).

See Attachment C for Columbia County Sample Contract

3.1 COST INFORMATION

Direct and indirect costs as applied to work/services performed under County contracts and subcontracts may not be discriminatory against County. It is discriminatory against County if employee (or owner/sole proprietor) compensation (in whatever form or name) is in excess of that being paid for similar non-County work/services under comparable circumstances.

3.1.1 BILLING RATE INFORMATION

Labor rate and cost data must not be submitted until after Proposers have been notified of their selection status. Labor rate and cost data for any Proposer selected for Contract negotiation and that of the Proposer's sub consultants (if any) must be submitted electronically in Excel© file format no later than 5 business days after County notifies Proposer of selection.

Rate information must include either "Direct Salary and Overhead Information" or "Negotiated Billing Rate Schedule" described below, as applicable to your firm's (and sub consultants') accounting method:

A. Direct Salary and Overhead Information (sub consultants may submit this directly to County):

- (i) **Direct Salary Rate Schedule ("DSR").** This schedule includes the name, classification and actual direct salary rate for each employee that may be used under the Contract. The DSR will not be included in the Contract but will be used by County to develop an Escalated Salary Rate Schedule if applicable for the Contract.
- (ii) **Calculation of Overhead Rate** (if applicable for your type of accounting). Current overhead accounting information (preferably electronically in Excel format) on a form using the standard 3-column format substantially similar to the example "Overhead Certification" available at the following Internet address:
<https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx> . Firms shall condense or expand categories as applicable to the firm's method of accounting. Firms that have not established an overhead rate, based upon their particular financial reporting methodology, shall be reviewed by County to determine whether an overhead rate schedule will be required or a negotiated non-provisional billing rate will be used. If a firm does calculate overhead, the information must be submitted to County and updates must be provided annually.
- (iii) **Cognizant Audit** – If an audit for the most recent fiscal year has been completed for your firm or any sub-contractors by the appropriate federal cognizant County, this must be submitted with the billing rate information (either hard copy or electronic scanned copy).
- (iv) **Independent Audit** – If an audit for the most recent fiscal year has been completed for your firm (or any sub-consultants) by an independent, third party accounting firm, this must be submitted with the billing rate information (either hard copy or electronic scanned copy).

B. Negotiated Billing Rate Schedule ("NBR"): This schedule is used by firms that do not calculate overhead as part of their normal accounting practice and County determines it is in the best interest of the County to negotiate specific billing rates. The NBR includes rates that are fully loaded with direct salary, indirect expenses and profit. Provide name, classification (project role) and fully loaded rate for each employee. Use of an NBR may be required by County for Consultants or subconsultants that do not have audited overhead rates or that, upon cursory review, appear not to be calculating overhead correctly. The ODOT NBR form which the County's uses may be downloaded at this link: <http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx>.

3.1.2 BREAKDOWN OF COSTS (BOC)

Following SOW review/negotiation between selected Proposer and County, County will request submittal of a cost estimate for the Services. The selected Proposer shall submit, within **5 business days** of the request, a BOC using one of the following County spreadsheets as applicable (click on "Enable Macros" when prompted):

- Standard BOC - use if Proposer or any subcontractors calculate an overhead rate:
<http://www.oregon.gov/ODOT/CS/OPO/docs/aepage/BOC.xls> .
- BOC-NBR – use if Proposer and all subcontractors, if any, do not calculate overhead and use only the Negotiated Billing Rate schedule (NBR):
<http://www.oregon.gov/ODOT/CS/OPO/docs/aepage/bocnbr.xls>.

The BOC must include a detailed breakdown of the costs for each element of the work as specified in the BOC Requirements available at the following link:

<http://www.oregon.gov/ODOT/CS/OPO/docs/aepage/BOCrequirements.doc> . The BOC Requirements document also provides additional information about which BOC form to use. An Instruction tab is provided on each of the BOC spreadsheets regarding preparation of the BOC form.

3.2 CERTIFICATES OF INSURANCE

Selected Proposer(s) shall provide (hard copy or electronically via e-mail or fax) Certificates of Insurance and any required Additional Insured Endorsements to County for levels of Insurance coverage described in the Sample Contract (**RFP Attachment C**) prior to Contract execution. Selected Proposers that have current Certificates of Insurance (with all required coverages and not specific to a particular project) on file with County will not be required to resubmit these. County may determine that project-specific insurance coverage is required on a case-by-case basis.

3.3 MISCELLANEOUS FORMS

3.3.1 COI DISCLOSURE

If any disclosures are required per the ODOT COI Guidelines that were not disclosed with the Proposal submittal (or that occurred or were discovered since the Proposal submittal), the selected Proposer shall complete and submit a signed COI Disclosure Form within **5 business days** of receipt of Intent To Award notice. The selected Proposer shall incorporate in each required COI Disclosure Form any COI disclosure information provided by its staff and attach COI Disclosure Forms from each of its subcontractors (that have required disclosures per the ODOT COI Guidelines), prior to such Firm performing any Services under a Contract.

The ODOT COI Guidelines and COI Disclosure Form are available at:

<http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx> (under “Misc. Procurement Related Forms”). COI Disclosure Form(s) may be submitted as hard copy or electronically via e-mail or fax.

If, following review of Proposer’s COI Disclosure Form(s), a Proposer selected for tentative award is determined to have a conflict of interest that cannot reasonably be mitigated to County’s satisfaction; the tentative award to that Proposer may be withdrawn. At County’s discretion, tentative award may then be made to the next highest ranked Proposer.

3.3.2 LIST of SUBCONSULTANTS

Selected Proposer shall submit, within **5 business days** of receipt of Intent to Award notice, a list of subconsultants, electronically in MS Word format, using the “Subconsultant/Subcontractor List” available at: <http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx> . List subconsultants, if any, proposed for use under the Contract.

3.4 CONSULTANT RESPONSIBILITY

Selected Proposer(s) shall submit a completed, accurate and signed **Responsibility Inquiry form** within **5 business days** of receipt of Intent to Award notice (see form for additional information regarding County’s responsibility review). The Responsibility Inquiry form is available at:

<http://www.oregon.gov/ODOT/CS/OPO/pages/AE.aspx> (under Misc. Procurement Related Forms) and may be submitted as hard copy or electronically via e-mail or fax.

Consultant is responsible for any and all contractual matters, including performance of Services and the required deliverables included in the Contract, whether Consultant, a representative of Consultant, or subcontractor of Consultant produces them.

3.5 BUSINESS REGISTRY NUMBER/REGISTERED AGENT

If selected for Contract award, Proposer must be duly authorized by the State of Oregon to transact business in the State before executing the Contract. Firms that contract with the County are responsible for compliance at all times with all applicable legal requirements regarding business organization, authorization and registration. The selected Proposer shall (unless you are an individual operating as your [real and true name](#) or otherwise exempt under applicable laws) submit a current Oregon Secretary of State business registry number. See [process for obtaining a business registry number](#). All Corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. See requirements and exceptions regarding [Registered Agents](#). For more information, see [Starting a Business](#) and [Laws and Rules](#). The titles in this subsection are available at the following Internet site: <http://www.filinginoregon.com/index.htm>.

3.6 TAX ID NUMBER

The selected Proposer(s) shall provide their Taxpayer Identification Number (“TIN”) and backup withholding status on a completed [W-9 form](#) if either of the following apply:

- When requested by County (normally in an intent to award notice), or
- When the backup withholding status or any other information of Proposer has changed since the last submitted W-9 form, if any.

No payment can be made until a properly completed W-9 is on file with County.

3.7 USE OF RECYCLED PRODUCTS

Consultants/contractors shall use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document.

3.8 PROJECT SCHEDULE

The successful Proposer will be required to prepare a detailed schedule of all tasks and design elements listed in this RFP. Throughout the duration of the professional services contract, the Consultant will be required to update the schedule monthly. If the County determines that any deliverables are not acceptable and that any deficiencies are the responsibility of the Consultant, the County shall prepare a detailed written description of any deficiencies and an associated time frame for correction, and deliver such notice to the Consultant. The Consultant will correct any deficiencies at no cost to the County. If the corrective work causes any project delays, the Consultant will submit a plan for regaining the project schedule for remaining work under the contract, unless otherwise allowed by the County. If the County determines the contract schedule must be modified, a contract amendment will be initiated.

The County has prepared the following anticipated schedule for this project:

<u>Item</u>	<u>Date</u>
Notice to Proceed for Consultant	June 2020

Submit 100% PS&E

May 2021

Open Construction Bids

October 2021

Begin Construction

April 2022

ATTACHMENT A - PROPOSAL COVER SHEET

Columbia County Road Department

(Legal Name of Firm as provided to IRS) _____ ; a(an) **(enter State)** _____ Corporation

DBA Name (if different than legal name): _____

DUNS Number: _____

☐ Corporation ☐ Professional Corporation ☐ Ltd. Liability Company ☐ Partnership
☐ Limited Partnership ☐ Ltd. Liability Partnership ☐ Sole Proprietorship ☐ Other _____

Mailing Address _____

Type name of primary Contact for this Proposal _____

Email address _____

Telephone _____ Fax _____

Type name of person(s) authorized to sign Contract/Price Agreement: _____

“PASS/FAIL” - PROPOSAL SUBMISSION CHECKLIST (for Proposer use)

- ☐ Submission Deadline Date and Time met
☐

“REQUIRED” ITEMS – PROPOSAL SUBMISSION CHECKLIST (for Proposer use)

- ☐ Proposal Cover Sheet Included and authorized original signature obtained
☐ Minimum Qualifications met and indicated on Proposal Cover Sheet
☐ Proposal Format and Page Length Requirements met
☐ Correct number of Proposals included along with CD for electronic submittals
☐ References

RESPONSES TO MINIMUM QUALIFICATIONS (See RFP Section 1.5.2)

➤ Registered Professional Engineer

Proposers must provide information below for at least one Registered Civil Engineer intending to perform civil engineering services under the Contract/Price Agreement.

Name	Registration Number	Jurisdiction of Registration

➤ Registered Professional Land Surveyor (PLS)

Proposers must provide information below for at least one PLS intending to perform surveying services under the Contract/Price Agreement.

Name	Registration Number	Jurisdiction of Registration

CERTIFICATIONS. By signature below, the undersigned Authorized Representative on behalf of Proposer certifies that:

1. Agency shall not be liable for: a) any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of the RFP; or b) any expenses incurred by Proposer in either preparing and submitting its Proposal, or in participating in the proposal evaluation/selection or Contract/Price Agreement negotiation process, if any.
2. Proposer has made all required **Conflict of Interest (COI) disclosures**, if any.
The ODOT COI Guidelines and COI Disclosure Form are available at the following link:
<http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx> (under "Misc. Procurement Related Forms")

(Check one of the following two certifications as applicable)

☐ Proposer understands and has provided to all Associates (which includes subcontractors) the COI Guidelines and COI Disclosure Form. Proposer and, to the best of the undersigned's information, knowledge and belief, Proposer's Associates (as defined in the COI Guidelines) are in conformance with the COI Guidelines, have no employees that were employed by ODOT within the last one-year period, and have no conflicts of interest or other disclosures required per the COI Guidelines or COI Disclosure Form.

☐ Proposer understands and has provided to all Associates (which includes subcontractors) the COI Guidelines and COI Disclosure Form. Proposer and, to the best of the undersigned's information, knowledge and belief, all Associates (as defined in the COI Guidelines) have provided on the COI Disclosure Form(s) submitted with this Proposal all disclosures required per the ODOT COI Guidelines.

3. Proposer has available (and can furnish to Agency upon request) the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the Proposer to meet all contractual responsibilities.
4. Proposer recognizes this is a public document open to public inspection. Any portion(s) of the Proposal that Proposer considers exempt from disclosure under Oregon Public Records Law is/are clearly designated in the Proposal and listed on a separate sheet attached to this Proposal Cover Sheet with justification and citation to the authority relied upon.
5. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. And, pursuant to ORS 279A.110, Proposer has not and Proposer will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055.
6. Proposer has an operating policy supporting equal employment opportunity. If proposing firm has 50 or more people, Proposer also has a formal equal opportunity program.
 - Does Proposing firm have 50 or more employees? ☐ **Yes**, ☐ **No**.
 - Does Proposing firm have a formal equal employment opportunity program? ☐ **Yes**, ☐ **No**

Agency is an equal-employment-opportunity employer and values diversity in its work force. Agency requires its Contractors to have an operating policy as an equal employment opportunity employer. Firms of 49 people or less do not need to have a formal equal employment opportunity program, but shall have an operating policy supporting equal employment opportunity. Firms of 50 people or more shall also have a formal equal employment opportunity program.

7. The Proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. Proposer, acting through its authorized representative, has read and understands the RFP instructions, specifications, and terms and conditions contained within the RFP (including the sample contract) and all Addenda, if any. Failure to provide information required by the RFP may ultimately result in rejection of the Proposal.
9. Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP (including the sample contract) and all Addenda, if any.
10. All contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Cover Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty. **False Claims:** Proposer understands that any statement or representation it makes, in response to this solicitation, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under the resulting PA/WOC being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
11. The signatory of this Proposal Cover Sheet is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in the Proposal document and to execute this Proposal document on behalf of Proposer.

[Note: Any alterations or erasures to the proposal shall be initialed in ink by the undersigned authorized representative.]

Authorized Signature

Date

(Print Name and Title)

ATTACHMENT B REFERENCES

RFP# _____; Name of Proposing Firm: _____

Provide at least **3** References for relevant projects completed by proposing firm.

Project Title:		Proposing Firm's PM:	
		Email:	
Location:		Ph:	
Brief Project Description and Proposing Firm's Role:			
Contract #:	WOC #(if applic.):	Contract Start (Mo/Yr):	Contract Complete (Mo/Yr):
Client's Construction Budget for the Project (if applicable):			
Consultant Services Contract/WOC Amount (including as amended):			
Client Name: Client's PM: Email: Ph #:		Alt contact for client (optional): Title: Email: Ph #:	

Project Title:		Proposing Firm's PM:	
		Email:	
Location:		Ph:	
Brief Project Description and Proposing Firm's Role:			
Contract #:	WOC #(if applic.):	Contract Start (Mo/Yr):	Contract Complete (Mo/Yr):
Client's Construction Budget for the Project (if applicable):			
Consultant Services Contract/WOC Amount (including as amended):			
Client Name: Client's PM: Email: Ph #:		Alt contact for client (optional): Title: Email: Ph #:	

Project Title:		Proposing Firm's PM:	
		Email:	
Location:		Ph:	
Brief Project Description and Proposing Firm's Role:			
Contract #:	WOC #(if applic.):	Contract Start (Mo/Yr):	Contract Complete (Mo/Yr):
Client's Construction Budget for the Project (if applicable):			
Consultant Services Contract/WOC Amount (including as amended):			
Client Name: Client's PM: Email: Ph #:		Alt contact for client (optional): Title: Email: Ph #:	

Project Title:		Proposing Firm's PM:	
Location:		Email:	
		Ph:	
Brief Project Description and Proposing Firm's Role:			
Contract #:	WOC #(if applic.):	Contract Start (Mo/Yr):	Contract Complete (Mo/Yr):
Client's Construction Budget for the Project (if applicable):			
Consultant Services Contract/WOC Amount (including as amended):			
Client Name:		Alt contact for client (optional):	
Client's PM:		Title:	
Email:		Email:	
Ph #:		Ph #:	

Project Title:		Proposing Firm's PM:	
Location:		Email:	
		Ph:	
Brief Project Description and Proposing Firm's Role:			
Contract #:	WOC #(if applic.):	Contract Start (Mo/Yr):	Contract Complete (Mo/Yr):
Client's Construction Budget for the Project (if applicable):			
Consultant Services Contract/WOC Amount (including as amended):			
Client Name:		Alt contact for client (optional):	
Client's PM:		Title:	
Email:		Email:	
Ph #:		Ph #:	

Project Title:		Proposing Firm's PM:	
Location:		Email:	
		Ph:	
Brief Project Description and Proposing Firm's Role:			
Contract #:	WOC #(if applic.):	Contract Start (Mo/Yr):	Contract Complete (Mo/Yr):
Client's Construction Budget for the Project (if applicable):			
Consultant Services Contract/WOC Amount (including as amended):			
Client Name:		Alt contact for client (optional):	
Client's PM:		Title:	
Email:		Email:	
Ph #:		Ph #:	

ATTACHMENT C - SAMPLE CONTRACT

PERSONAL SERVICES CONTRACT (ORS Chapter 279C) (Architectural, Engineering, Land Surveying and Related Services)

By and between COLUMBIA COUNTY and

*

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective _____.
2. Completion Date. The completion date for this Agreement shall be no later than _____, unless sooner terminated as provided herein.
3. A. Scope of Services. Contractor agrees to provide the services described in the Contractor's Proposal, which is attached hereto as Exhibit A and incorporated herein by this reference, and the Request for Proposals, which is attached hereto as Exhibit B and incorporated herein by this reference. Furthermore, additional terms and conditions apply to this Agreement because this project is funded by a State Grant. Accordingly, Contractor agrees to the additional terms and conditions in Exhibit C, Local Agency Agreement No. 33796, which is attached hereto and incorporated herein by this reference. In case of conflict between this Agreement and its exhibits, Exhibits C shall control, followed by this Agreement, the Request for Proposals and Contractor's Proposal, in that order.

B. Design within Funding Limitations.

- (1) Contractor shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in subparagraph (3), below. When bids or proposals for the construction contract are received that exceed the estimated price, Contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, Contractor shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond Contractor's reasonable control.

- (2) Contractor will promptly advise County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, County will review Contractor's revised estimate of construction cost. County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in subparagraph (3), below, or the County may adjust such estimated construction contract price.
- (3) The estimated construction price for the project described in the Agreement is \$_____.
4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$_____, said amount to be the complete compensation to Contractor for the services performed under this Agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum at the satisfactory completion of the project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.
5. Contract Representatives. Contract representatives for this Agreement shall be:
- | | |
|------------|----------------|
| FOR COUNTY | FOR CONTRACTOR |
|------------|----------------|

All correspondence shall be sent to the above addressees when written notification is necessary. The Contractor understands and agrees that only the County is authorized to give Contractor work authorizations, issue written approvals and notices to proceed. If any work is done by Contractor without prior written authorization by the County, the County will not be obligated to pay for such work. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits; Licenses; Bonds; Qualifications. Unless otherwise specified, Contractor shall procure all permits, licenses and bonds, pay all charges and fees and give

all notices necessary for performance of this Agreement prior to commencement of work. Contractor, by entering into this Agreement represents, that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the state of Oregon, are so registered, licensed or bonded.

7. Compliance with Codes and Standards. Contractor shall at all times observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and with all applicable ordinances, and building, health and sanitation laws and codes. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244.
8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except that the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this

Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS Chapter 279C and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
 - A. Contractor shall:
 - (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the contract. [ORS 279C.505 (1)(a)]
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement. [ORS 279C.505 (1)(b)]
 - (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279C.505(1)(c)]
 - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505 (1)(d)]
 - (5) Demonstrate that an employee drug testing program is in place. [ORS 279C.505 (2)]
 - B. If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to Contractor or a subcontractor in connection with this Agreement as the claim becomes due, the proper officer that represents County may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement. The County reserves the right to make payments directly or by multiple-payee check payments. Upon County's request, Contractor shall furnish to County the information required to facilitate such payments with each application for payment, including (1) names, addresses, and telephone numbers of persons making any such claim for labor, equipment, services or material, and (2) a complete listing of outstanding amounts owed to all such persons [ORS 279C.515(1)]
 - C. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the

contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. [ORS 279C.515(2)]

- D. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. [ORS 279C.515(3)]
- E. The County paying a claim in the manner authorized herein shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim. [ORS 279C.515(4)]
- F. Contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the Agreement for cause. [ORS 279C.520 (1)(b)]
- G. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person. [ORS 279C.520(1)(c)]
- H. Contractor and any employer under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week, that Contractor may require the employees to work. [ORS 279C.520(2)]
- I. Contractor shall pay Contractor's employees who work under this Agreement at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. [ORS 279C.520(3)]
- J. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to

sickness and injury, to the employees of Contractor, or all sums that Contractor agrees to pay for the services and all monies and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279C.530 (1)]

- K. All subject employers working under this Agreement, including Contractor, shall comply with ORS 656.071 and provide the required Workers' Compensation coverage, unless such employers that are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. [ORS 279C.530(2)]
 - L. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
 12. Assignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
 13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
 14. Indemnity. Contractor shall indemnify, defend, save and hold harmless County and its officers, agents and employees, the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents 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, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractor of Contractor ("Claims"). It is the specific intention of the Parties that County and State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County or State, be indemnified by the contractor and subcontractor from and against any and all

claims.

Neither Contractor, subcontractor, nor any attorney engaged by Contractor or subcontractor, shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State of Oregon, or that Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon elects to assume its own defense.

15. Insurance. For the duration of the Contract, Contractor shall, at its own expense, purchase and maintain from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:
 - a. Workers' compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
 - b. Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.
 - c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in an amount of not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
 - d. Professional liability insurance covering claims made at any time prior, during or subsequent to the completion of the services with a limit of not less than \$2,000,000.
 - e. The Commercial General Liability Insurance and the Automobile Liability Insurance must include Columbia County, its officers, agents and employees, and ODOT, its officers, agents and employees as Additional Insureds.
 - f. If any of the required insurance policies is on a "claims made" basis, such

as professional liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the contract, for a minimum of twenty-four (24) months following the later of: (i) the contractor’s completion and County’s acceptance of all services required under the contract, or (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time that “tail” coverage is reasonably available in the marketplace.

- g. The contractor or its insurer must provide thirty (30) days’ written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
 - h. Contractor shall provide certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees and ODOT, its officers, agents and employees as additional insureds. For insurance on a “claims made” basis, the certificate(s) of insurance shall specify the extended reporting period applicable to “tail” or continuous “claims made” coverage.
 - i. The insurance requirements herein supersede those in any attached exhibit.
16. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor’s failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor’s knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
17. Termination. This Agreement may be terminated at any time in whole or in part

by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to County.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor, which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

- 18. Time of the Essence. The parties agree that time is of the essence in this Agreement. Failure of Contractor to complete the project within the time stated herein, will be a material breach of the Agreement unless such failure is due to the failure of the County to provide information or permit approvals in a timely manner which causes delay in the Contractor's performance.
- 19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents. Within 90 days after the completion date of this Agreement, the Contractor shall provide to the County one reproducible set of as-built drawings which are checked and certified by the Contractor and appropriate consultants. In addition, Contractor will provide County with digital copies of AutoCAD formatted construction documents and MS Word formatted specifications in CD-ROM or other mutually agreed upon format.

20. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
22. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
23. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
24. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.
25. No Third-Party Rights. The Oregon Department of Transportation is a third-party beneficiary to this Agreement and shall be named as an additional obligee on any of Contractor's bonds under this Agreement. Notwithstanding the foregoing, this Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
26. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
27. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING ITS EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC

INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

By: _____

Name: _____

Date: _____

Approved as to form

By: _____
Office of County Counsel

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Alex Tardif, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Henry Heimuller, Commissioner

Date: _____

LOCAL AGENCY AGREEMENT
State Funded Local Project Program

Scappoose-Vernonia Road: East Fork Nehalem River Bridge No. 13686A
Columbia County

THIS AGREEMENT ("Agreement") is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and COLUMBIA COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Agency wishes to exchange unspent federal funds for state funds, in order to fund the Project using state funding. State has determined that Agency is eligible for state funds for the work to be performed under this Agreement through the State Funded Local Project Program. The Parties enter into this Agreement to exchange these funds, identify the Project that will be funded with the state funds, and describe the method State will use to reimburse Agency for work performed on the Project using the state funds, including establishing invoicing requirements and the proportional reimbursement rate.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
3. Scappoose-Vernonia Road is a part of the county road system under the jurisdiction and control of Agency.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State and Agency agree to Agency replacing the existing East Fork Nehalem River Bridge No. 13686A with a single span pre-stressed concrete structure, hereinafter referred to as "Project." The Project location and approximate limits are shown on the map marked "Exhibit A," attached hereto and by this reference made a part hereof.
2. The total Project cost for the work to be performed under this Agreement is estimated at \$3,222,600, which is subject to change. Prior to exchanging funds, the federal share of the total Project cost is \$2,891,638.98.

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- a. Per the 1:1 fund exchange ratio of state dollars to federal dollars, Agency will exchange \$2,891,638.98 of federal dollars allocated for this Project for \$2,891,638.98 of state dollars.
 - b. State funds under this Agreement are limited to \$2,891,638.98.
3. Upon receipt and approval of Agency's invoice(s), State shall proportionately reimburse Agency 89.73 percent (89.73%) of eligible, actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project.
4. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. Any unspent state funds will be retained by State and will not be available for Agency use. State shall not reimburse Agency for expenses incurred prior to execution of this Agreement and State's issuance of notice to proceed to Agency.
5. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.
6. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and ODOT's receipt of Agency's final invoice but no longer than ten (10) calendar years following the date of final execution. The Project must be completed and Agency must invoice ODOT before the term of this Agreement expires. If the Project is not completed and invoiced before the Agreement expires, any previous funds reimbursed to Agency must be returned to ODOT within ten (10) calendar days from Agency's receipt of ODOT's request to return the funds.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in Terms of Agreement, paragraph 1 of this Agreement.
2. **Americans with Disabilities Act Compliance:**
 - a. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA").

Agency may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction

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Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- b. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
- c. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- d. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- e. Maintenance obligations in this section shall survive termination of this Agreement.

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3. Except as otherwise provided in Agency Obligations paragraph 2 above, Agency agrees that the Project shall be developed in conformance with the applicable American Association of State Highway and Transportation Officials (AASHTO) standards, including the current edition of A Policy on Geometric Design of Highways and Streets.
4. Except as otherwise provided in this Agreement, State and Agency agree that the bridge design shall meet the American Association of State Highway and Transportation Officials (AASHTO) Load Resistance Factor Design (LRFD) Bridge Design Specifications (current version), AASHTO Guide Specifications for LRFD Seismic Bridge Design, and ODOT Load and Resistance Factor Rating (LRFR), Tier 2 Load rating.
5. Agency shall comply with all terms of federal National Environmental Policy Act (NEPA) and other federal permit provisions required for this Project.
6. Agency shall submit all of the following items to State's Project Manager, at Project completion and prior to final payment:
 - a. Final Project Completion Inspection Form 734-5063 (completed with State's Project Manager);
 - b. Final Cost;
 - c. As-Constructed Drawings
7. Agency or its consultant must email the following information for any bridge project to: bridge@odot.state.or.us, and to the State's Senior Local Bridge Standards Engineer at: Holly.M.Winston@odot.state.or.us. This information must be received within ninety (90) days of the issuance of Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent:
 - a. Structural Analysis Information (if applicable);
 - b. Foundation Report;
 - c. Hydraulic Report including Scour Analysis.
 - d. Pile Records and drill logs (if applicable);
 - e. Final Load Rating calculation with a stamped report containing all files electronically to the State's Senior Local Bridge Standards Engineer;
 - f. Notify State's Local Agency Bridge Inspection Coordinator at Richard.J.King@odot.state.or.us, and bridge@odot.state.or.us to ensure the initial inspection will be scheduled; and
 - g. Inspection with State's Project Manager under this Agreement, State's Region Senior Structural Designer, or State's Senior Local Bridge Standards Engineer.

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8. Agency shall submit, prior to final payment, required bridge plans, reports, and documentation to State's Project Manager and Senior Local Bridge Standards Engineer, using an electronic files package: MicroStation file and PDF file output that shows all red-line as-constructed markups of plan sheets (and additional files listed below, if applicable to the Project). Agency shall follow the file naming convention required in the Bridge Computer Aided Drafting Manual located at:
https://www.oregon.gov/ODOT/Bridge/Docs_BDDM/2019-05_BCM.pdf
 - a. In the "AsConstructedPlans" folder on State's FTP directory (available at the following link): <ftp://ftp.odot.state.or.us/AsConstructedPlans/>, Agency shall create a subfolder under the "Bridge" folder using the bridge numbers shown in this Agreement for each bridge for the subfolder name. Agency shall place the PDF files in these folders, including:
 - i. **11 inch x 17 inch PDF plan sheets** stamped and signed - as-constructed markups, containing final construction notes.
 - ii. Agency shall also place copies in same FTP folder the reports/records identified in Agency Obligations, paragraph 7 of this Agreement.
 - b. Agency shall send email notification to State's Project Manager and Senior Local Bridge Standards Engineer Holly.M.WINSTON@odot.state.or.us and to the bridge@odot.state.or.us mailbox after placing files on FTP site (include link to applicable FTP subfolder in email).
9. **Project Change Request (PCR) Process** – Agency must obtain approval from State's Bridge STIP Coordinator and State's Bridge Engineer for changes to the Project's scope or budget by submitting a PCR, as specified in paragraphs 9 a-c, below. Agency shall be fully responsible for all costs attributable to changes to the established Project scope or budget made prior to an executed amendment. Amendments to this Agreement are required for all approved PCRs.
 - a. **Scope** – A PCR is required for any significant change or reduction in the scope of work described in the Project Description in Terms of Agreement, paragraph 1.
 - b. **Budget** – The Project's estimated budget is used for determining the level of compensation for completed work. Increases or decreases in the budget which require a STIP amendment also require the submission of a PCR to the State's Regional Local Agency Liaison.
 - c. **PCR Form** – Agency must submit all change requests using PCR Form 734-2851 attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the

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change, and any efforts to mitigate the change. A PCR may be rejected at the discretion of State's Bridge Engineer.

The fillable PCR form and its instructions are available at the following web site:

<http://www.oregon.gov/ODOT/Forms/2ODOT/7342851.doc>

10. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, Key number, the Agreement number, the Project phase and amount charged to each phase (such as preliminary engineering, right of way, and construction), the invoice number, and will itemize all expenses for which reimbursement is claimed. Agency shall submit invoices not less than monthly but not greater than quarterly, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Agency's travel expenses will not be reimbursed.
11. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
12. Agency agrees that right of way activities shall be performed in accordance with ORS Chapter 35. Right of way acquired by the Agency shall become a part of the Agency's jurisdiction.
13. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
14. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but

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not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

15. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
16. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as 75 years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
17. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
 - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
 - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
18. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.
19. Agency shall require its contractor(s) and subcontractor(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, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents 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 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the

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negligent or willful acts or omissions of the State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.

20. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
21. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:
- a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than ☐ \$1,000,000 ☒ \$2,000,000 ☐ \$5,000,000 for each job site or location. Each annual aggregate limit shall not be less than ☐ \$1,000,000 ☐ \$2,000,000 ☒ \$4,000,000 ☐ 10,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability

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Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

- e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
22. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
23. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
24. Agency's Project Manager for this Agreement is Tristan Wood, Assistant Director, Columbia County Public Works, 1054 Oregon Street, St. Helens, Oregon 97051; phone: (503) 397-5090; email: tristan.wood@co.columbia.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State shall reimburse Agency 89.73% of eligible costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of Agreement, paragraph 2 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency. Final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.

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2. State shall provide the following items to Agency's Project Manager no later than 30 days after execution of this Agreement:
 - a. Scoping Notes; and
 - b. Any other project specific information gathered during the scoping and selection process
3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.
4. State's Project Manager for this Agreement is Garland Sandel, Transportation Project Manager, ODOT Area 1, 350 W. Marine Drive, Astoria, Oregon 97103; phone: (503) 325-8274; email: garland.sandel@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
3. If State terminates this Agreement for the reasons described in General Provisions 2(a) or (b) above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of

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State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. 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 State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each 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. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State 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 by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand 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. Agency's contribution amount in any instance is capped to the same extent

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it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key No. 20315) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

SIGANTURE PAGE FOLLOWS

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COLUMBIA COUNTY, by and through its
elected officials

By _____
Chair

By _____
Commissioner

By _____
Commissioner

Date _____

LEGAL REVIEW APPROVAL (If required
in Agency's process)

By _____
Agency Legal Counsel

Date _____

Agency Contact:

Tristan Wood, Assistant Director
Columbia County Public Works
1054 Oregon Street
St. Helens, OR 97051
Phone: (503) 397-5090
Email: tristan.wood@co.columbia.or.us

State Contact:

Garland Sandel
Transportation Project Manager
ODOT Area 1
350 W. Marine Drive
Astoria, OR 97103
Phone: (503) 325-8274
Email: garland.sandel@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Deputy Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Manager

Date _____

By _____
Region 2 Project Delivery Manager

Date _____

By _____
Area 1 Manager

Date _____

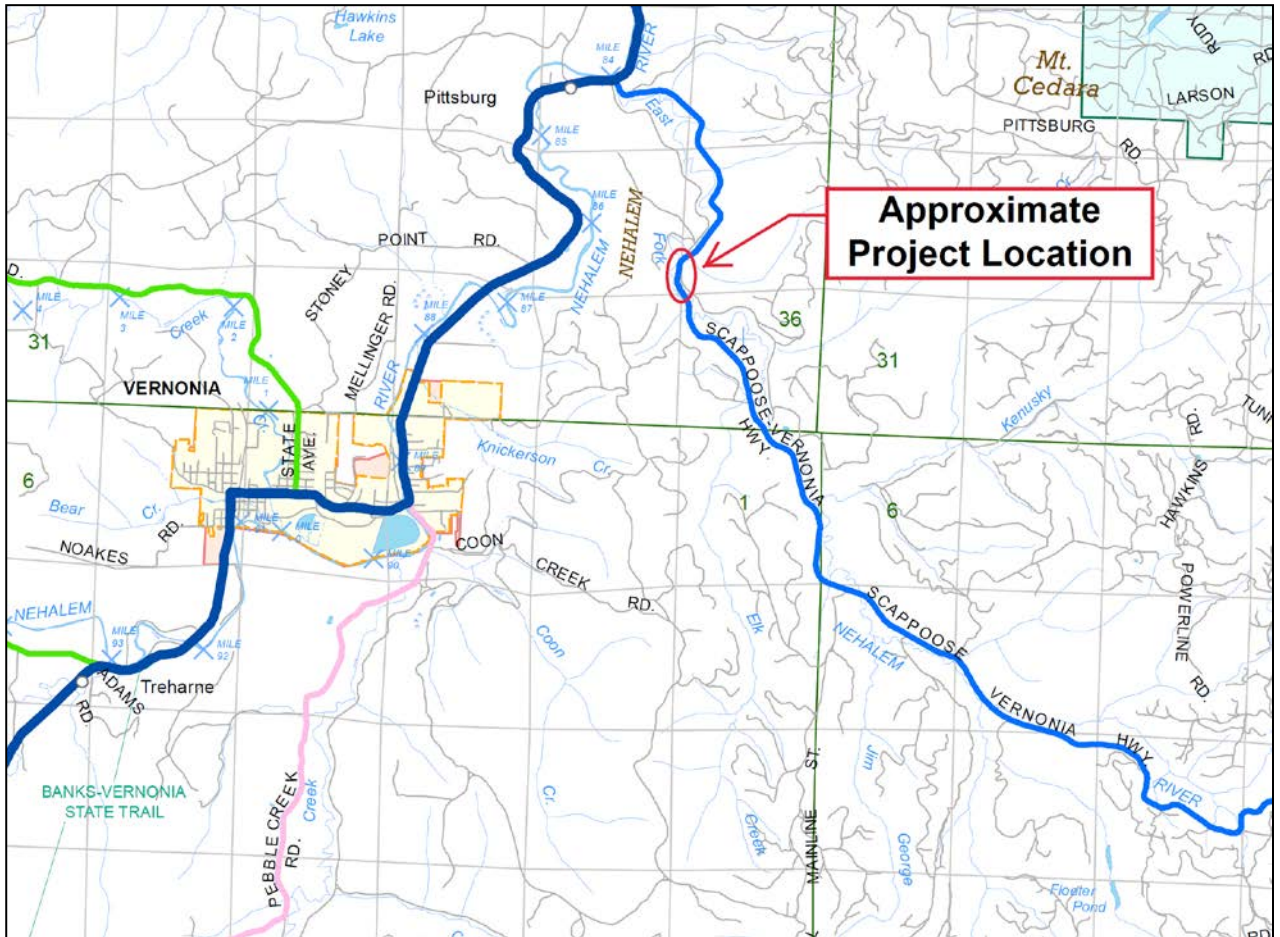
**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

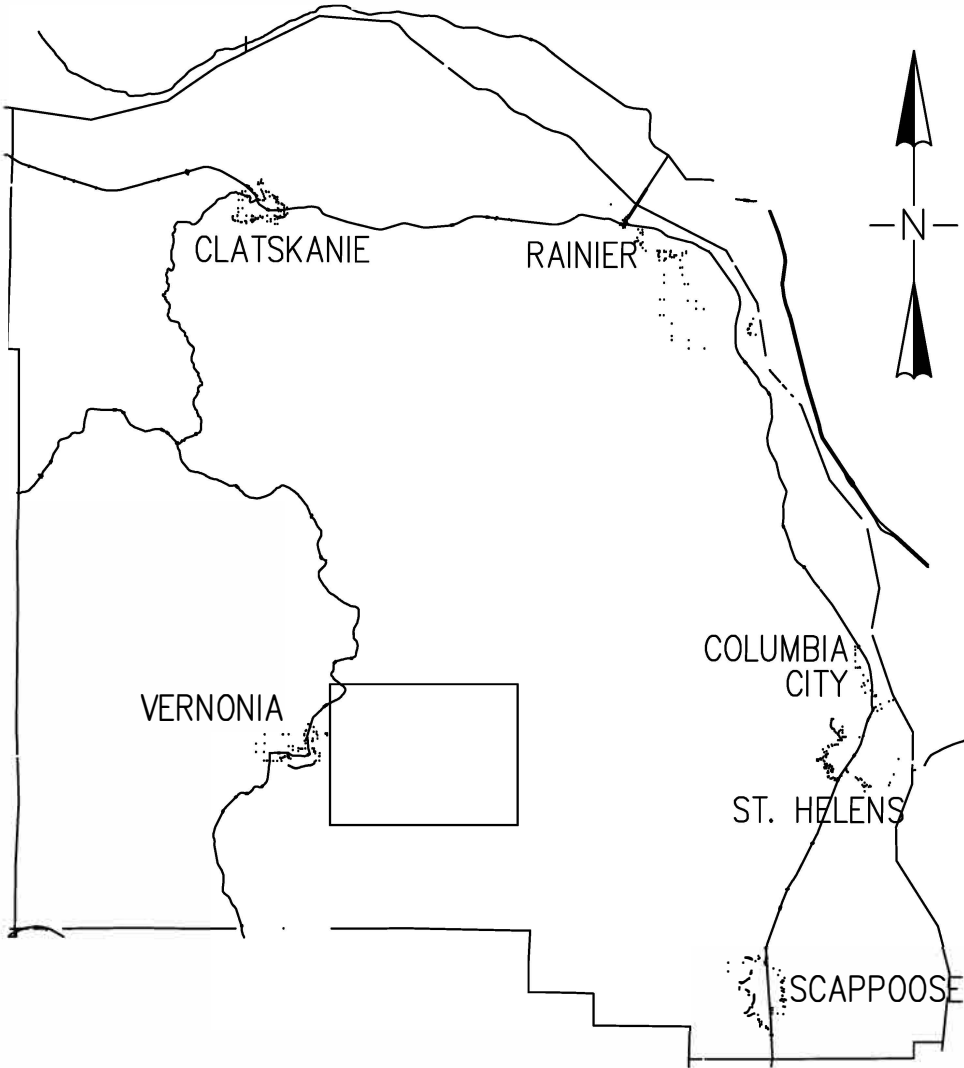
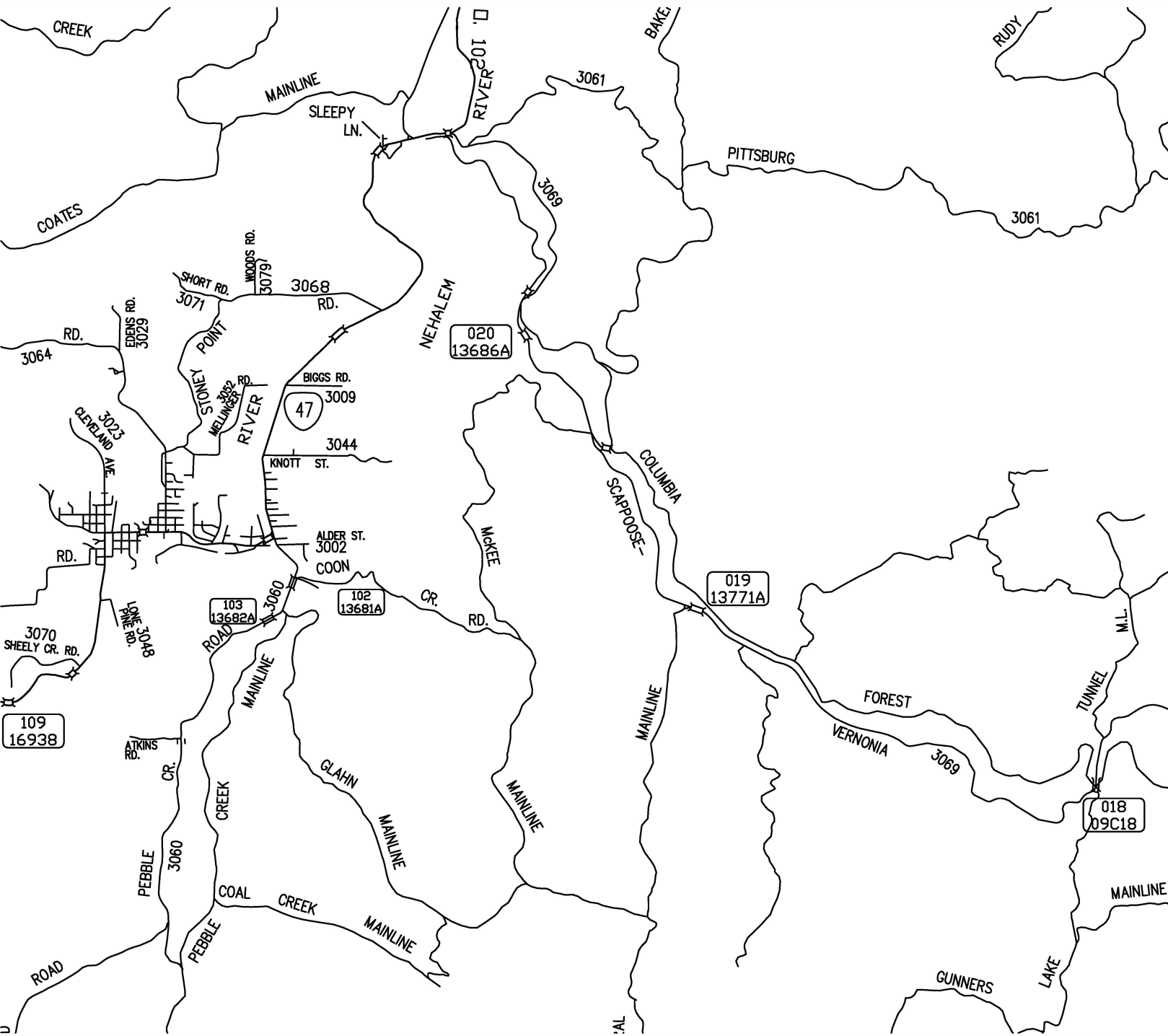
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EXHIBIT A – Project Location Map
Scappoose-Vernonia Road: East Fork Nehalem River Bridge No. 13686A



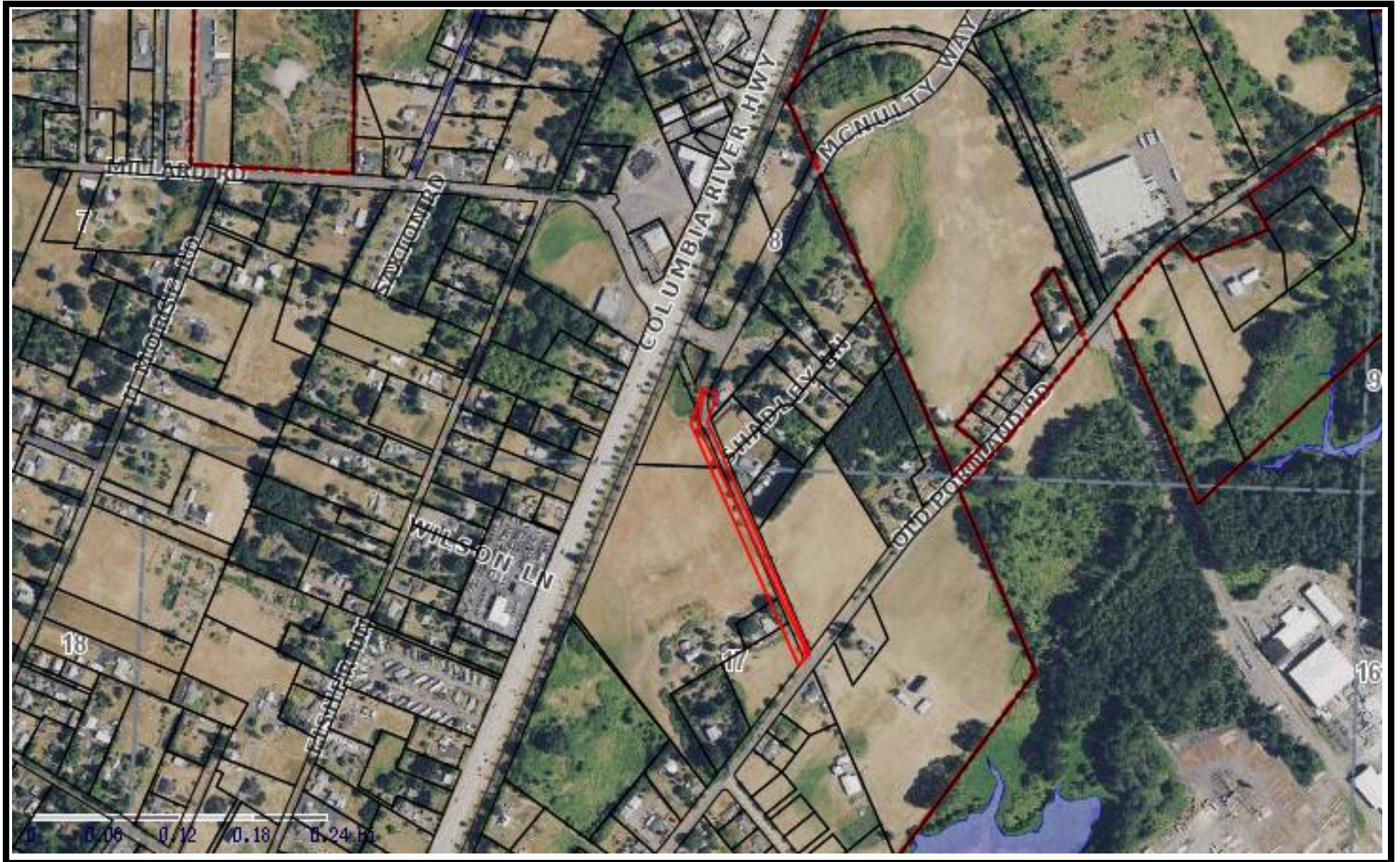
ATTACHMENT D - PROJECT SITE MAPS



FREIGHT ROUTE: THIS IS A DIRECT AND OFTEN USED ROUTE TO TRAVEL FREIGHT TO AND FROM VERNONIA FROM SCAPPOOSE

DATE	REVISION	BY	...TRISTAN.....	USE OF DOCUMENTS THIS DOCUMENT, INCLUDING THE INCORPORATED DESIGNS, IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF THE COLUMBIA COUNTY ROAD DEPARTMENT. Columbia County Road Department 1054 Oregon Street, St Helens, OR 97051 Ph: (503) 397-5090 Fax: (503) 397-7215	DATE OCTOBER 2009	COLUMBIA COUNTY ROAD DEPT. HBP APPLICATIONS	SHEET 3 *****	
			CHECKER: ...TRISTAN.....		SCALES 0" = 100' 0.50" 0" = 10mm IF THIS BAR IS NOT SHOWN, ADJUST SCALES ACCORDINGLY		OF 3 *****	
			REVIEWER: ...TRISTAN.....				PROJECT NO.	
DRAWING LOCATION			MANAGER: ...TRISTAN.....		BRIDGE 13686A		*****	

Millard Rd Widening Realignment Project Map



Columbia County



Columbia County Web Maps

Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.

GeoMoore

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