

**REQUEST FOR PROPOSAL (RFP)  
FOR PROFESSIONAL DESIGN SERVICES  
Corvallis-Albany Multi-Use Path  
Project No. BP-CorvAlb-01-19**



**Benton County Board of Commissioners**

Annabelle Jaramillo, Commissioner  
Pat Malone, Commissioner  
Xanthippe Augerot, Commissioner

August 12, 2019

## ADVERTISEMENT

### **BENTON COUNTY DEPARTMENT OF PUBLIC WORKS REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL DESIGN SERVICES**

#### **CORVALLIS-ALBANY MULTI-USE PATH**

The Benton County Public Works Department is seeking a professional design services Consultant to provide survey and engineering services for the design of the Corvallis-Albany Multi-Use Path. County reserves the right to amend the contract for an additional time period contingent upon need and the availability of approved funding. The solicitation process is pursuant to Benton County Code, Chapter 2, County Contracts.

A copy of the Request for Proposal for Professional Design Services or information pertaining to the Request will be available on August 12, 2019, in the office of the Benton County Department of Public Works located at 360 SW Avery Avenue, Corvallis, Oregon 97333. This document and related information will also be available for download on August 12, 2019, at: <https://www.co.benton.or.us/rfps>.

To be considered for award, the submittal requirements of the Request for Proposal for Professional Design Services must be met. These requirements can be found in Part II - Submittal Requirements.

Consultants shall submit proposals based only on written information received directly from Benton County Public Works. Proposals may be submitted by interested Consultants to: Laurel Byer, P.E., County Engineer, Benton County Public Works located at 360 SW Avery Avenue, Corvallis, Oregon 97333 until 4:30 p.m. local time, September 5, 2019. Proposals will not be accepted after this time and date.

Benton County reserves the right not to select any Consultant, if information submitted is not in compliance with the requirements of the Request or if it is not in the County's interest to make a selection from those Consultants responding to the Request.

All interested Consultants must comply with the applicable provisions of ORS 279C.840 or 40 U.S.C. 276a and the applicable provisions of the Equal Employment Opportunity Act of 1972, and the Civil Rights Act of 1964 as amended. Benton County is an equal opportunity employer. Each interested Consultant must submit certification per an equal opportunity employer. Each interested Consultant must submit certification per ORS 279A.110 that the firm has not discriminated against minority, women, or small business enterprises in obtaining any required subcontracts.

Dated this 6<sup>th</sup> day of August, 2019.

Benton County, Oregon

By: \_\_\_\_\_  
Gary Stockhoff, P.E., Director of Public Works

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CORVALLIS-ALBANY MULTI-USE PATH**

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## **PART 1. GENERAL INFORMATION**

### **A. PURPOSE**

Benton County Department of Public Works (BCPW) is seeking a professional services design Consultant or consulting team to provide survey, design, and right-of-way acquisition services for the Corvallis-Albany Multi-Use Path Project. All firms submitting proposals are referred to as Proposers in this document; the selected Proposer will be designated as Consultant. The Consultant will provide engineering services, which compliment, extend, or enhance BCPW's abilities to support project development, engineering design, construction management, and safety.

### **CONSULTANT SELECTION SCHEDULE**

Advertise	August 12, 2019
Proposal deadline	September 5, 2019 at 4:30 p.m. local time
Interviews (If Necessary)	September 11, 2019
Consultant Selection	September 13, 2019
Notice of Intent to Award	September 16, 2019
Contract Execution	October 2019

The contract is anticipated to start in October of 2019, and will cover approximately a three (3) year period. The County reserves the right to amend the contract for additional years contingent upon need and the availability of approved funding.

Contract payment is based on a unit price (hourly billing rate) reimbursement. The performance is based on deliverable products and outcomes. The selected Consultant and the County will negotiate the final description of work tasks and deliverables, within the scope of what is advertised here, for inclusion in the Personal Services Contract and Statement of Work Documents.

This Request for Proposal for Professional Services for Design is provided by and is available from Benton County Department of Public Works, 360 SW Avery Avenue, Corvallis, Oregon 97333. This document and related information will also be available for download on August 12, 2019, via <https://www.co.benton.or.us/rfps>

Inquiries relating to the RFP process or to the substantive technical portions of the RFP should be directed to:

Laurel Byer, P.E., County Engineer  
360 SW Avery Avenue  
Corvallis OR 97333  
541-766-6013  
Email: [Laurel.Byer@co.benton.or.us](mailto:Laurel.Byer@co.benton.or.us)

Proposers may submit questions in writing not later than seven (7) days prior to the submittal deadline. Substantive questions and answers will be made available online at <https://www.co.benton.or.us/rfps>; and when appropriate, revisions, substitutions, or clarifications will be issued as official addenda which will need to be acknowledged as part of the proposal.

The County may require any clarification or change it needs to understand the selected Consultant's project approach. Any changes or clarifications will be made before executing the contract and may become part of the final contract.

All costs for proposal and interviews (if conducted) to secure this project are the Proposer's responsibility.

## **B. PROJECT SCOPE**

### **Corvallis-Albany Multi-Use Path**

The Corvallis to Albany Multi-Use Path is a proposed regional trail that would provide an important bicycle and pedestrian connection between the cities of Corvallis and Albany. This phase of the project includes final design and construction of a 10-12' wide asphalt bicycle and pedestrian facility along the Highway 20 Corridor from Conifer Boulevard to Merloy Avenue. In future phases, the design will include improvements from Merloy to Albany's urban growth boundary at Scenic Drive. Engineering design will include environmental investigation (including wetland, cultural, TS&E, and others as required), horizontal and vertical design, pavement and base design, and storm drainage design. Design needs to occur so that right-of-way acquisition needs are identified.

The Oregon Department of Transportation (ODOT) is currently working on the US20 Safety Upgrades (Albany to Corvallis) Project that will be directly influenced by the Corvallis-Albany Multi-Use Path design and location. The Consultant will be expected to attend US20 Safety Upgrades design team meetings to ensure coordination is continuous between the County and ODOT. Highlighting existing relationships with ODOT staff and work on local ODOT Projects will be important in the Proposal. The emphasis on coordination cannot be under-stated as it will be a key component in having both projects reach successful outcomes. The funding for the US20 Safety Upgrades Project is obligated through HB2017 and has specific deadlines for beginning construction. Any design work on the Corvallis-Albany Multi-Use Path must occur concurrently with the Safety Upgrade Project and will not cause delay to the construction of the US20 Safety Upgrades.

## **C. COUNTY RESPONSIBILITIES**

Benton County Public Works is intending to provide the project management services described below:

- **Project Management and Coordination**: The County will coordinate with all affected utility companies, as well as comply with all County planning processes. The County will provide timely review of the Consultant's submittals.

- **Project Permits:** The County will provide all needed permits from the County's Community Development Department, including, but not limited to:
  - Project construction permits, as needed
- **Construction Bid Proposals:** The County will prepare the final bid documents and advertise the project for bids. County will be responsible for evaluating the bids and selecting a contractor, although the County may seek advice from the Consultant as needed.

The County also intends that the Consultant work with the County and ODOT in a cooperative team setting so that all deliverable items, whether provided for the project by the County or Consultant, will be successfully integrated in a timely manner in conformance with the schedule established for the project.

The County reserves the right to amend the contract to include Construction Engineering services. The current contract will include preliminary engineering, right-of-way assistance, environmental reports and permits, final engineering, and coordination of final PSE.

The County will provide the following resources to the Consultant:

- Project Summary
- Any existing topographic and right-of-way survey information
- Local Wetland Inventory, existing utilities, and Significant Features Overlay boundaries, if available
- Aerial photos of the project area
- Additional information as requested by Consultant

#### **D. CONSULTANT'S RESPONSIBILITIES**

Benton County expects the selected Consultant to perform requested engineering services necessary for design of the Corvallis-Albany Multi-Use Path. The specific engineering services to be performed by the Consultant are outlined below:

- **Project Surveying:** Survey work includes establishment of legal road centerlines and rights-of-way and collection of planimetric and topographic features.
- **Right-of-way Services:** Right of way services include determining the amount of right-of-way (ROW) to be acquired as a part of the project. The Consultant will prepare a map and description of the needed ROW. Also, the Consultant will prepare an appraisal for the potential acquisition with an independent review as required. All work will be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Act. County staff will make necessary steps to contact the property owner and negotiate acquisition of the ROW.
- **Environmental Documentation and Permits:** The following permits may be required for this project, but initial analysis may not be a final and complete list:

- Wetland determination shall be completed along the alignment to inform the need for a wetland delineation and mitigation plan (if required)
  - If impacts of the project require a Joint Permit Application
    - Army Corps Nationwide Permit
    - DEQ Water Quality Certification
    - Department of State Lands Removal/Fill Permit
  - At a minimum, an Erosion and Sediment Control Permit and DEQ Water Quality Permit will be required
- **Multi-Use Path Design:** The path design is required to ensure horizontal and vertical alignments facilitate proper roadway transition and drainage. Also, ODOT is currently under contract for design of US 20 Corridor Safety Improvements. It will be imperative that the multi-use path integrates with the proposed improvements and the selected Consultant will be coordinating directly with ODOT's Design Team. Required cross section information includes path widths, material depths and material specifications. A storm water plan must be provided in conjunction with the design of treatment structures. All design work and resulting engineering drawings shall be completed in accordance with the ODOT Highway Design Manual (2012) and the Oregon Bicycle and Pedestrian Design Guide (2011).
  - **Development of Final Construction Plans:** The Consultant shall prepare detailed plans including plan and profile, standard details, and other related drawings. A set of plans will be provided to the County for review. Corrections will be provided to the plans as required by the County. A preliminary project schedule, staging plan, and a final estimate of construction costs will also be provided.
  - **Development of Final Specifications:** The Consultant will prepare detailed specifications and an engineer's estimate for construction of the multi-use path improvements and all other associated infrastructure.
  - **Construction Engineering:** As a contingency task, the Consultant may provide engineering and inspection services pertaining to the construction of the proposed improvements. Inspection procedures will follow the ODOT Standard Specifications (2018). The Consultant will prepare "as-built" drawings and submit them to the County in hard copy as well as electronically. The tasks associated with construction management would be under a contract subsequent to the design and right-of-way acquisition.

Personal Services Contract - The successful Consultant will be required to negotiate and execute the County's Personal Services Contract (PSC) as further detailed in Part IV of this document. An example of the PSC is attached as Appendix "A" which also identifies the minimum types and amounts of insurance that the Consultant is required to carry. The selected Consultant will be required to assume responsibility for all services outlined in any Work Authorization Document that may be forthcoming from this Agreement whether the Consultant or its representatives produce them. The selected person in charge of the project must be an Oregon Licensed Engineer as required by the Oregon Revised Statutes.

The Consultant will:

- Consult with the County as each stage in work progresses
- Perform each task described in the project Work Authorization Document
- Maintain project schedule described in the Work Authorization Document
- Submit progress report with each billing
- Comply with all other provisions of the Contract and Work Authorization Document

Implementation of the Work - The Consultant shall control and be responsible for the work in accordance with ODOT's Construction Manual, Highway Design Manual, Oregon Bicycle and Pedestrian Design Guide, Special Provisions, Standard Specifications, Field Test Procedures Handbook, or as directed by the County. All field computations and records shall be kept current unless otherwise specified.

All work shall be done in accordance with applicable American Association of State Highway and Transportation Officials (AASHTO) and Oregon Department of Transportation (ODOT) standards.

The Consultant shall promptly furnish County with the originals or copies (as requested) of maps, field notes, computations and test results that are needed by County personnel in connection with determining project pay quantities on dates established by the County.

All retained originals of maps, field notes, test results and computations for the layout, control of the work, and determination of pay quantities shall be maintained in an orderly manner, and submitted to the County within two weeks after the conclusion of the project.

The Consultant shall present the maps, designs, and miscellaneous surveys in a format that is compatible with the automation systems of the County, i.e. Microsoft Office, AutoCAD, Carlson. Provide one (1) copy on CD with complete data, including an index.

Personnel, Materials, and Equipment - The Consultant shall provide competent personnel and shall furnish all supplies, equipment, tools, and incidentals required to accomplish the work. All equipment and tools shall be in good operating condition and shall be kept in proper adjustment throughout the duration of the contract. All materials and supplies shall be of good quality and suitable for the assigned work. The competent personnel designated to work on the project will be subject to the approval of the County based on experience and knowledge.

Safety Equipment - The Consultant shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing required by State and Federal regulations.



## **PART II. - SUBMITTAL REQUIREMENTS**

### **A. GENERAL CONDITIONS**

1. County reserves the right, at any time during the solicitation or contract award process, to reject any or all proposals or cancel the solicitation, without liability, if there is good cause or if doing so would be in the public interest.
2. The Proposers should adhere to the format described herein.
3. Four (4) Copies of the information should be submitted to:  
Laurel Byer, P.E.  
County Engineer  
Benton County Public Works  
360 SW Avery Avenue  
Corvallis, Oregon 97333  
**on or before 4:30 p.m., local time September 5, 2019.** Proposals received after this time will not be accepted. Faxed or emailed copies will not be accepted.
4. Submittals shall be no more than 15 pages long, excluding the transmittal letter and supporting documents. One page is considered to be one side of a single 8-½"x11" page and the minimum font size is 12 for the main text. Schedule and cost estimates are allowed on one side of an 11"x17" and will count as a single page.
5. County intends to select a Consultant on the basis of the information provided by each firm; however, interviews with firms may be conducted after preliminary review of the submittals. The number of firms interviewed will be based on the criteria used to evaluate proposals, stated in Part III of this Request for Professional Services.
6. Consultant selection will occur in October 2019.
7. Execution of the Consultant Services contract typically occurs within 30 days after selection, but shall be completed in conjunction with an approved Statement of Work (Work Authorization Document).
8. This contract is for public work subject to ORS 279C. No proposal will be received or considered unless the proposal contains a statement by the Proposer as part of its proposal that the provisions of ORS 279C.840 or 40 U.S.C 276a are to be complied with.
9. Any proposal may be withdrawn at any time before the "Proposal Due" date and time specified in the Schedule by providing written request to the County. The request shall be executed by a duly authorized representative of the firm. Withdrawal of a proposal will not prejudice the right of the proposer to submit a new proposal.
10. This proposal will be made a part of a file open to public inspection. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Nondisclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to Oregon Public Records Law. The above restriction may not include cost or price information which must be open to public inspection.

Identifying the proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

## **B. CONTENT AND FORMAT**

Submittals shall be no more than 15 pages long, excluding the transmittal letter and supporting documents. In order to establish readily recognizable common denominators for evaluation, arrange the submittal in the general order described herein:

1. A separate Letter of Transmittal signed by an authorized representative including statements that;
  - (a) The Proposer understands the scope and identifies the types of services to be provided.
  - (b) The Proposer agrees to all terms and conditions contained in the request and its attachments,
  - (c) The Proposer and its sub-consultants, if selected, will satisfy insurance coverage requirements for the services offered.
  - (d) The Proposer certifies per ORS 279A.110 that the firm has not discriminated against minority, women or small business enterprises in obtaining any subcontracts.
  - (e) The Proposer states that as part of the proposal the provisions of ORS 279C.840 or 40 U.S.C. 276a are to be complied with.
  - (f) Whether the Proposer is a resident bidder, as defined in ORS 279A.120.
  - (g) Every public contract shall contain a condition that the Consultant shall:
    - 1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
    - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
    - 3) Not permit any lien or claim to be filed or prosecuted against the state, or county or subdivision thereof, on account of any labor or material furnished.

- 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

## 2. Professional Qualifications

Demonstrate Proposer's team qualifications and experience relating to the requested services for the project. Specifically the services of surveying, road and storm drainage design, property appraisal, and construction management shall be emphasized in the submittal. References may be included in the evaluation of this criterion. Responses should address the following:

- Extent of principal involvement;
- Names of anticipated key members who will be performing the work and their responsibilities including identification of a Project Manager;
- Current assignments and location of key members and whether these key current assignments will be in conflict with the ability to address work as it is identified;
- Qualifications and relevant individual experience, including sub-consultants;
- Experience as a team on local ODOT and/or County related projects;
- Project Manager's local experience with similar contracts and interdisciplinary teams.

Resumes should be included as Supportive Information.

## 3. Performance Examples

The Proposer will provide a brief professional work history of relevant projects as it relates to the capabilities of the primary firm and any sub-consultants to provide the requested services. This work history should only cover projects undertaken by the same staff members to be utilized for this project. Past performance examples which include multiple members of the team proposed for this project may receive a higher ranking.

- Similar Projects, by type and size, with a total of at least 5 project examples performed within the last ten years, that best characterize the work quality and cost control. Include the total cost of the project.
- Internal procedures and/or policies related to work quality and cost control;
- Management and organizational structure;
- Other on-going projects;
- References of at least 3 former clients for examples similar to this project to demonstrate the Proposer's and any proposed sub-consultant's satisfactory performance in terms of scope, time and budget.

4. Project Understanding

This section should include a clear and concise understanding of the project based on existing information and a general description of the purpose of this project and the chief issues to be addressed. The Proposer should be knowledgeable of applicable standard solutions as well as be able to offer innovative ideas. It is important that the Proposer demonstrate an ability to synthesize technical information and communicate this information in verbal, written, or graphic form.

- Thorough understanding of Benton County's Project Goals and why the Proposer should be selected.

5. Approach/Resource Allocation

This section should outline the approach to delivering the project. It should include major tasks to be completed as well as resources proposed to complete each task, identifying the Proposer's ability to ensure expeditious completion of the work. Resources should be included in a spreadsheet identifying hours or effort anticipated to complete each task.

- The classification for each individual designated in the proposal to contribute to a project for Benton County and an estimated number of hours of their time spent on the project.
- Aggressive, but feasible, project schedule.

6. Supportive Information (will not count toward 15 page maximum)

- Proposer's additional project support material (may include graphs, charts, photos, resumes, additional references, etc.)

## PART III - SELECTION PROCESS

### A. SELECTION COMMITTEE

1. The Selection Committee will consist of the County Engineer, the Public Works Director, a Civil Engineer, and any other individual designated by the County Engineer. The committee will evaluate the proposals and conduct interviews if necessary.
2. The selection process may be canceled at any time if the County determines it is in the public interest to do so.

### B. EVALUATION CRITERIA

Submittals received on time will be reviewed against the Pass/Fail criteria. Submittals meeting those criteria will be forwarded to the Selection Committee for scoring against the below evaluation criteria and subsequent ranking.

<b>MANDATORY</b>	
<input type="checkbox"/> Letter of Transmittal	Pass/Fail
<input type="checkbox"/> Proposal Format and Length	Pass/Fail
<b>SCORED CRITERIA</b>	
<b>EVALUATION CRITERIA</b>	<b>MAX. SCORE</b>
<input type="checkbox"/> Professional Qualifications	25
<input type="checkbox"/> Performance Examples	15
<input type="checkbox"/> Project Understanding	25
<input type="checkbox"/> Approach/Resource Allocation	25
<input type="checkbox"/> Supportive Information	10
<b>TOTAL SCORE</b>	<b>100 Points</b>

### C. INTERVIEWS (IF CONDUCTED)

Interviews may be conducted and scored at the discretion of the County. A short-list of up to three (3) firms may be derived from the firms with the top scores based on the scoring criteria set forth in Section B above. If interviews are conducted, only the short-listed firms will be requested to attend and the following will apply: Interview scores will have a maximum value of **20 points** and will be combined with the Scored Criteria to arrive at a total score. The final total scores will be ranked to determine the apparent successful Proposer(s). Further details will be included with notification of time and date of the interview.

## **D. COMMENTS AND APPEALS**

Any firm interested in submitting information for this project who believes that there are specifications contained within this Request for Professional Design Services which limit competition, may submit written comment to the County Engineer seven days before the submittal deadline.

The County reserves the right to accept or reject any and all proposals; to add or delete proposal items and/or quantities; to amend the RFP; to waive any minor irregularities, informalities, or failure to conform to the RFP; to extend the deadline for submitting proposals; to postpone award of a bid; and to reject, for good cause and without liability; therefore, any and all proposals and upon finding that doing so is in the public interest to cancel the procurement at any time prior to contract execution.

Every Proposer who submits a proposal shall be notified of its selection status. Any Proposer who claims to have been adversely affected or aggrieved by the selection of a competing Proposer(s) shall have seven (7) calendar days after receiving notification to submit a written protest. To be adversely affected or aggrieved, the Proposer must demonstrate that all higher-ranked Proposers were ineligible for selection. The County shall not consider a protest submitted after the deadline established in this section.

#### **PART IV. – PERSONAL SERVICES CONTRACT**

The Consultant shall perform work under this contract only by a County issued and fully executed Personal Services Contract (Appendix A) with attached negotiated Statement of Work. If Consultant refuses an assignment, an authorized representative of Consultant shall submit a written justification for the refusal within two days of receipt of the assignment offer, or according to other County direction accompanying the assignment. The Statement of Work will identify the specific items of work for this Contract. The contract will have a maximum monetary limit as established by this proposal process. The County reserves the right to amend the contract if required.

In the event that Consultant refuses an assignment, documents this decision appropriately and to the County's satisfaction, County reserves the right to offer the project to any other firm whose contract came from this RFP or meets the requirements of the County Code.

The Statement of Work will describe, in detail, the tasks that are to be performed with Consultant staff hours, time of completion, and costs and deliverables for the task items clearly shown. It must include a complete salary and fee schedule for the proposed services that identifies the assigned staff by task and hours to reflect the total cost for the proposed work. The task/hours/staff breakdown shall be submitted in a table format designed by the Consultant. Cost estimates for each work authorization shall be detailed using the Fee Schedule attached to the contract.

Upon receiving notification from the County that a work authorization is to be issued, the Consultant shall conclude any negotiations and submit final cost estimates within no more than 10 working days unless otherwise allowed by the County. No work on a project will begin before County and Consultant required signatures are obtained on the Personal Services Contract or amendment to the contract for a revised Statement of Work and an official notice-to-proceed has been received from the County.

BENTON COUNTY

PERSONAL SERVICES CONTRACT

This is an agreement by and between BENTON COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and \_\_\_\_\_ hereinafter called CONTRACTOR.

WHEREAS, COUNTY has need for the services of an individual with the particular training, ability, knowledge, and experience possessed by CONTRACTOR,

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. TERM OF CONTRACT: This contract shall become effective upon signature, and shall terminate on June 30, 20xx.

2. SERVICES TO BE PROVIDED: Per the attached contractor proposal dated \_\_\_\_\_, contractor to provide \_\_\_\_\_

3. PAYMENT: A sum not to exceed \$ \_\_\_\_\_, to be paid \_\_\_\_\_ until completion of the services contemplated by this contract.

4. ASSIGNMENT/DELEGATION: Neither party shall assign, subcontract or transfer any interest in or duty under this agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

5. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services specified in this agreement, shall act as an independent contractor. Although COUNTY reserves the right to (i) determine and modify the delivery schedule for work to be performed and (ii) evaluate the quality of the completed performance, only CONTRACTOR shall have the control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.

CONTRACTOR will not be eligible for any federal social security, state workers' compensation, unemployment insurance, or Public Employees Retirement System benefits from amounts paid under this contract, except as a self-employed individual.



If this payment is to be charged against Federal funds, CONTRACTOR certifies that it is not currently employed by the Federal government and the amount charged does not exceed its normal charge for the type of service provided.

COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. CONTRACTOR shall be responsible for any Federal or State taxes applicable to amounts paid under this contract.

6. **WARRANTY:** COUNTY has relied upon representations by CONTRACTOR regarding its professional ability and training as a material inducement to enter into this contract. CONTRACTOR represents and warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release of such warranty.

7. **INDEMNIFICATION.** CONTRACTOR shall hold harmless, indemnify, and defend COUNTY, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the COUNTY and its employees. Such indemnification shall also cover claims brought against COUNTY under state or federal workers' compensation laws. If any aspect of this indemnity or the above warranty shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification or the above warranty.

8. **INSURANCE:** CONTRACTOR and any subcontractors shall maintain insurance acceptable to the COUNTY as provided in Exhibit A. Such insurance shall remain in full force and effect throughout the term of this contract.

If CONTRACTOR employs one or more workers as defined in ORS 656.027 and such workers are subject to the provisions of ORS Chapter 656, CONTRACTOR shall maintain currently valid workers' compensation insurance covering all such workers during the entire period of this contract.

9. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS:** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

COUNTY: Benton County Public Works  
 360 SW Avery Avenue  
 Corvallis, OR 97333

CONTRACTOR:

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

10. TERMINATION: At any time, with or without cause, COUNTY, in its sole discretion shall have the absolute right to terminate this agreement by giving written notice to CONTRACTOR. If COUNTY terminates pursuant to this paragraph, CONTRACTOR shall be entitled to payment for all services satisfactorily rendered and expenses incurred through the date of termination; provided, that there shall be deducted from such payment the amount of damage, if any, sustained by COUNTY due to any breach of the agreement by CONTRACTOR.

11. Should the CONTRACTOR fail to complete this contract within the time fixed for completion, due allowance being made for unavoidable delays, he shall become liable to COUNTY in the amount of ~~\$-0-~~ per calendar day for each day said work remains incomplete beyond the time for completion. If it appears to the CONTRACTOR that s/he will not complete the work in the time agreed, s/he shall make written application to COUNTY at least ten (10) calendar days prior to expiration of the time for completion, stating the reasons why and the amount of extension s/he believes should be granted. The COUNTY may then, with discretion, grant, or deny such extension.

12. OWNERSHIP OF WORK PRODUCT: COUNTY shall be the owner of and shall be entitled to possession of all work products of CONTRACTOR that result from this contract ("the work products"). In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal law, CONTRACTOR hereby grants COUNTY a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use all such work products, including but not limited to databases, templates, file formats, scripts, links, procedures, materials, training manuals and other information, designs, plans or works provided or delivered to COUNTY or produced by CONTRACTOR under this contract.

12. NONDISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules, and regulations on

nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.

13. STATUTORY AND REGULATORY COMPLIANCE: CONTRACTOR shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this contract, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279C.500, 279C.510, 279C.515, 279C.520 and 279C.530, as amended. In addition, CONTRACTOR expressly agrees to comply with Title VI of the CIVIL RIGHTS ACT of 1964 and comparable state and local laws. CONTRACTOR shall also comply with Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 659A.142, ORS 659A.145, ORS 659A.400 to ORS 659A.406 and all regulations and administrative rules established pursuant to those laws. Contractor certifies that it is not disqualified or debarred from entering into this contract under ORS 279B.130, 279C.440 and/or any applicable Federal compliance requirements in accordance with 2 CFR part 180.

14. EXTRA (CHANGED) WORK: Only the Public Works Department Director or his/her designee may authorize extra (and/or changed) work. Failure of the CONTRACTOR to secure Director authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

CONTRACTOR further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by CONTRACTOR without the express and prior written authorization of the Director.

15. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The CONTRACTOR further covenants that in the performance of this contract it shall not employ any person having any such interest.

16. AUDIT: CONTRACTOR shall maintain records to assure conformance with the terms and conditions of this agreement, and to assure adequate performance and accurate expenditures within the contract period. CONTRACTOR agrees to permit Benton County, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of funds. CONTRACTOR shall notify COUNTY of any independent audit report of

CONTRACTOR'S activities or finances prepared for CONTRACTOR and agrees to submit such reports to the Director upon request.

17. GOVERNING LAW: This contract shall be governed and construed by the laws of the State of Oregon.

18. SEVERABILITY: If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

19. MERGER: This writing and the attached exhibits constitute the entire and final contract between the parties. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.

CONTRACTOR

BENTON COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Gary Stockhoff, P.E.  
Director of Public Works & Contracting  
Officer

\_\_\_\_\_  
Printed name

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed as to form:

Tax ID# \_\_\_\_\_

\_\_\_\_\_  
County Counsel

**EXHIBIT A – CERTIFICATION OF INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

**Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

**Professional Liability** insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.

Required by County  Not Required by County

**Commercial General Liability** insurance with coverage satisfactory to the County on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$2,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis".**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.

Required by County  Not Required by County

**Automobile Liability** covering all owned, non-owned, or hired vehicles. If there are no owned autos this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per accident shall not be less than \$2,000,000.**

If this box is checked, the limits shall be \$1,000,000 per accident.

If this box is checked, the limits shall be \$5,000,000 per accident.

Required by County  Not Required by County

**Property of Others in Transit (Cargo)** covering all County owned property / equipment being hauled by contractor. **Limit per occurrence shall not be less than \$100,000.**

Required by County  Not Required by County

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or County approval. Contractor's coverage will be primary in the event of loss. Contractor shall furnish a current Certificate of Insurance to the County. Contractor is also responsible to provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage.

Contractor shall immediately notify the County of any change in insurance coverage. The certificate shall also state the deductible or retention level. The County must be listed as an Additional Insured by endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

The Certificate shall state the following in the description of operations: "Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions". A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the County.

**Certificate holder should be: Benton County 360 SW Avery Ave., Corvallis OR 97333.** Certificates of Insurance can be faxed to 541-766-6891 or emailed to Public Works at [Randi.K.Hamlet@co.benton.or.us](mailto:Randi.K.Hamlet@co.benton.or.us)

Contractor's Acceptance: see signature page Completed at County by: Vance M. Croney

SAMPLE