# Advertisement

Request for Proposals

Engineering, Design, and Related Services – Mt. Adams Roundabout

NOTICE IS HEREBY GIVEN that the Hood River Urban Renewal Agency, Oregon (Agency or HRURA) is requesting responses from qualified firms or consultant teams (Proposers) to provide Engineering, Design and Related Services for the Mt. Adams Roundabout. The objective of this RFP is to select a team to take the current concept to 30% Designs. However, the Agency intends to select a team with the capability to see the project through full design, bidding, and construction through subsequent contract amendments. The scope includes survey, civil design, permitting, environmental assessment, property acquisition, geotechnical engineering, traffic engineering, lighting design, landscape design, public engagement, and construction oversight.

Interested parties may obtain a copy of the Request for Proposals (RFP) (and any related documents) by downloading the RFP from the City of Hood River's website at https://cityofhoodriver.gov/bid-center-rfps/. The Agency is conducting a formal selection process as outlined in Oregon Revised Statute (ORS) 279C.110 including 279C.110(5).

All responses must be submitted by email to Dan Naughton, at dnaughton@sojpdx.com by 4:00pm (local time) on Monday, December 14th, 2026. The Agency will not consider any response received after the stated date and time, that is incomplete, and/or that is not submitted in the proper manner and formatted indicated in the RFP.

ISSUE DATE:
Wednesday, October 21st, 2026

PUBLISHED:
Oregon Daily Journal of Commerce (October 21st, 2026 and October 28th, 2026)
City Website

HOOD RIVER
URBAN RENEWAL AGENCY

# Request for Proposals

Engineering, Design, and Related Services –
Mt. Adams Roundabout

Issued Date: Wednesday, October 21st, 2026

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Responses Due: Monday, Dec. 14th at 4:00pm Local Time

## Point of Contact:

Dan Naughton
Owners Representative
211 2nd Street
Hood River, Oregon 97031
dnaughton@sojpdx.com

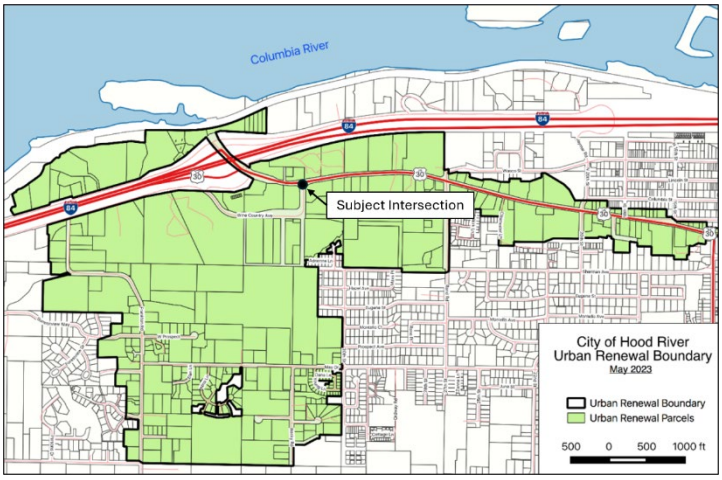
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## Section 1. Project Background and Descriptions

1.1 Issuing Agency

The Hood River Urban Renewal Agency (Agency or HRURA) is a semi-independent component entity of the City of Hood River (City). The Agency collects tax and oversees redevelopment activities in four urban renewal districts. The Agency's Westside Urban Renewal District (District) was established in 2023 through Ordinance 2077. The District encompasses 380 acres on Hood River's west side, which includes roughly 240 acres of underdeveloped or undeveloped property and a business corridor along Cascade Avenue (US-30). The District was created as a funding mechanism for the west side area projects in the City of Hood River Transportation System Plan, Adopted Affordable Housing Strategy, and the Multi-jurisdictional Parks Master Plan.



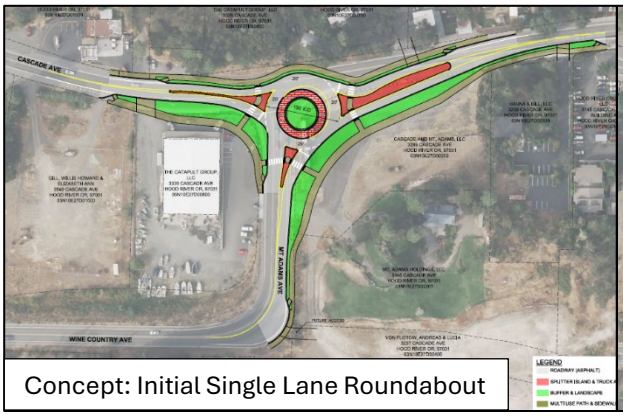

The Agency is requesting proposals from qualified firms or consultant teams (Proposers) to provide Design Services for a proposed roundabout at the intersection of Mt. Adams Avenue and Cascade Avenue (US-30). The Agency intends to select one Proposer for this multi-year contract which is expected to exceed $250,000. As such, the Agency is conducting a Formal Selection Process as outlined in Oregon Revised Statute (ORS) 279C.110 including 279C.110(5).

1.2 Project Background and Current Status

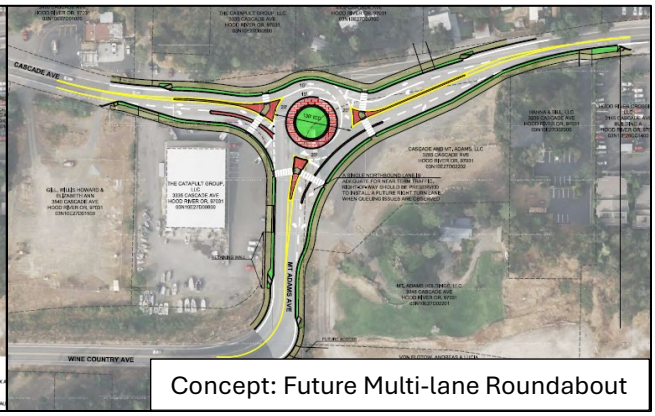
A roundabout at Mt. Adams and Cascade Avenue (US-30) was first identified locally as the preferred intersection alternative in the 2017 "Westside Area Concept Plan". Intersection improvements underwent additional design refinement during a 2021 Department of Land Conservation and Development (DLCD)/Oregon Department of Transportation (ODOT) Transportation and Growth Management Grant funded "Cascade Avenue Refinement Plan". The City has since incorporated a roundabout at the Mt. Adams Avenue and Cascade Avenue (US-30) intersection into its Transportation System Plan and created the Westside Urban Renewal District in 2023 in part to fund the project. The City Council passed Resolution 2025-28 to create a Proportionate Share District to collect developer fees that will additionally fund the project.

Cascade Avenue (US-30) is an ODOT roadway, and as such, the State of Oregon's approval is needed for any modifications. The Agency funded 10% Designs to support an ODOT required Intersection Control Evaluation in 2026. The Intersection Control Evaluation

envisioned an initial single lane roundabout with sufficient footprint to allow for expansion to a multi-lane roundabout as future traffic volumes demand. The single lane roundabout will improve traffic flow and maximize roadway safety. The eventual multi-lane roundabout is designed to accommodate the full build-out of Hood River's west side under current zoning or approximately 1,500 additional housing units. The State Traffic Engineer provided conceptual approval of the City's Intersection Control Evaluation on July 15, 2026.



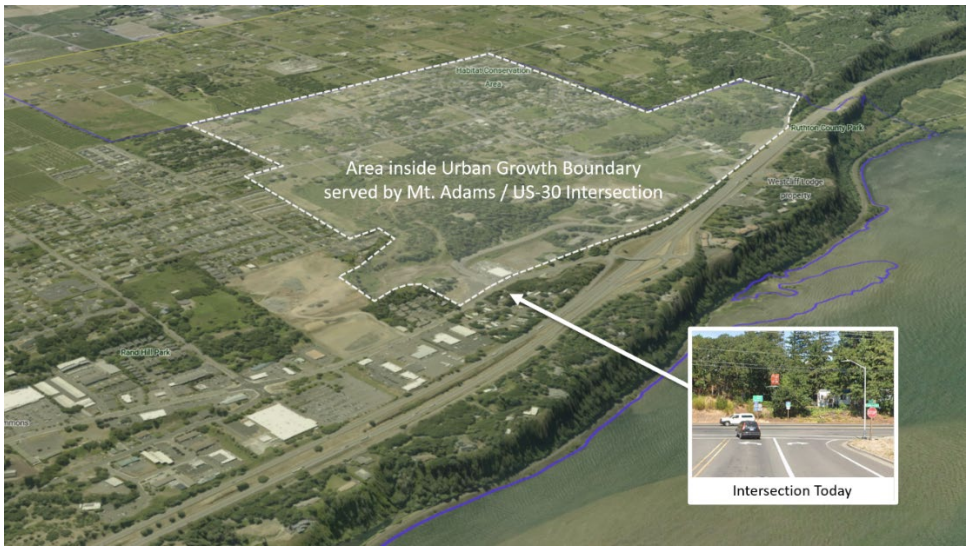
Concept: Initial Single Lane Roundabout



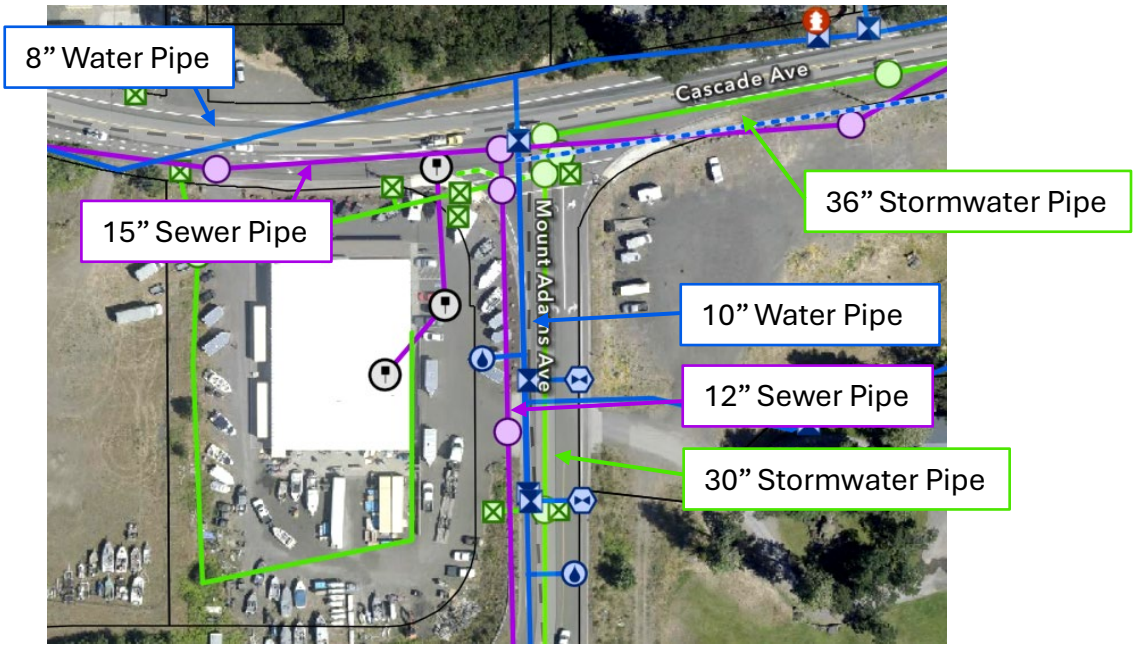
Concept: Future Multi-lane Roundabout

## 1.3 Project Context

The intersection of Mt. Adams Avenue and Cascade Avenue (US-30) is the primary transportation bottleneck to the development of approximately 240-acres of underdeveloped and undeveloped property on Hood River's west side. This constitutes the bulk of remaining developable property in Hood River's Urban Growth Boundary. The intersection connects to Wine Country Avenue approximately 400 feet to the south and 20 feet above the Mt. Adams and Cascade Avenue (US-30) intersection. The current intersection is controlled by a stop sign and operates at a failed level of service. A roundabout will increase vehicle capacity while increasing safety for all users as well as improving evacuation preparedness in the case of wildfire.



Large water, wastewater, and stormwater lines serving Hood River's west side run underneath the Mt. Adams and Cascade Avenue (US-30) intersection. An image from the City of Hood River's Public Works Utility Viewer is below.




1.4 Project Goals:

i. **Increase Buildable Land Supply**

Hood River is uniquely constrained in its development capacity. The city is bound by the Columbia River to the north, Columbia Gorge National Scenic Area to the east and west, and high-value farmland to the south. The area served by the Mt. Adams and Cascade Avenue intersection is the last significant reserve of undeveloped land in the City's Urban Growth Boundary. Development in this area has been inhibited by the capacity of the Mt. Adams Avenue intersection.

The severe lack of buildable land in Hood River is the primary factor contributing to low housing production and rapidly increasing housing costs. New housing permits averaged 40-60 units annually in the 2010s when Hood River's south side was developing. Annual housing permits have declined to 5-15 units annually as the city has exhausted land in its southern area leaving the west side as the only option for future growth. The limited capacity of the Mt. Adams Avenue intersection has already halted a proposed 159 multifamily development targeting middle-income households. Increasing the capacity of the Mt. Adams intersection will accelerate housing production by unlocking Hood River's last significant reserve of developable land.

ii. **Increase Multi-model Transportation Safety**

Roundabouts are associated with a 78%-82% reduction in fatal and injury crashes as compared to signalized intersections. This is primarily due to the reduction in

speed and reduced directional conflicts. These safety improvements extend to pedestrians and bikes too. The Mt. Adams Roundabout is intended to include pedestrian operated rapid flashing beacons, crosswalks, and other bike and pedestrian safety features.

iii. **Improve Disaster Preparedness**

The proposed roundabout will provide a critical evacuation preparedness advantage over other intersection alternatives. Roundabouts continue to operate normally during power outages as opposed to signalized intersections. Power companies de-energize powerlines during high-risk wildfire periods which is when evacuation orders are most likely. A roundabout will allow the rapid evacuation of Hood River's west side, which lies at the wildland urban interface, even without power. This will allow a high volume of vehicles to quickly access Interstate-84 during an evacuation notice. A signalized intersection would alternatively default to a three-way stop without power. Hood River's west side is commonly threatened by wildfire. The most notable example is the 2019 Eagle Creek Fire, but there have been numerous other smaller wildfires in the vicinity since.

iv. **Increase Freight Mobility**

The Mt. Adams Roundabout is a key piece of transportation infrastructure for freight mobility. This intersection is a common truck route from the Hood River Valley accessing Interstate 84. Semi-trucks hauling high-value agricultural products to market must currently navigate a left turn from Mt. Adams Avenue into free-flowing traffic on Cascade Avenue (US-30) before accessing the interstate. This often results in lines of several semi-trucks waiting for a break in traffic. A roundabout will provide northbound freight traffic with equal access through the intersection.

1.5 Project Reference Documents

Additional project reference documents can be found at:

**Westside Urban Renewal District Webpage:** https://cityofhoodriver.gov/urban-renewal/westside/

**Mt. Adams Roundabout Intersection Control Evaluation**: https://cityofhoodriver.gov/wp-content/uploads/bsk-pdf-manager/2026/09/2026-06-01-Hood-River-Cascade-Ave-Mt-Adams-Intersection-Control-Evaluation.pdf

**State Traffic Engineer Conceptual Approval Memo**: https://cityofhoodriver.gov/wp-content/uploads/bsk-pdf-manager/2026/09/1_2026-083.1_Approval_10000I00_MP49.08_Roundabout-Conceptual-Approval.pdf

**2021 Cascade Avenue Refinement Plan:** https://cityofhoodriver.gov/wp-content/uploads/bsk-pdf-manager/2026/09/ODOT-CascadeAvenue-DesignRefinementPlan_final-Appendix.pdf

**City of Hood River Transportation System Plan**: https://cityofhoodriver.gov/wp-content/uploads/bsk-pdf-manager/2025/09/Hood-River-TSP-Amended-9_24-Vol-1.pdf

**City of Hood River Capital Facilities Plans**: https://cityofhoodriver.gov/public-works/master-plans/
**City of Hood River Engineering Standards**: https://cityofhoodriver.gov/engineering/engineering-standards/
**Resolution 2025-18, Mt. Adams Roundabout Proportionate Share District**: https://hoodriver.municipal.codes/enactments/Res2025-28/media/original.pdf
**ODOT Permitting and Mobility Guidance:** https://cityofhoodriver.gov/wp-content/uploads/bsk-pdf-manager/2026/10/ODOT-Permitting-Guides.pdf

1.6 Project Budget

The Agency has established a construction hard cost budget of approximately $5.6 million though 10% Design. The Agency estimates that total design services, construction management, and right-of-way acquisition will be approximately $2.6 million.

The project is funded with tax increment from the Westside Urban Renewal District. The Agency is simultaneously applying for project financing and grant funds with this solicitation. The timing of the project may depend on the timing of financing and funding.

1.7 Project Funding

The principal funding source is the bonding capacity of the Hood River Westside Urban Renewal District. The District has an authorized borrowing limit of $146.7 million. This funding may be supplemented by state grants and local proportionate share developer fees. Funds exist to immediately begin design work on this contract with the selected team assisting with required cost estimates to obtain additional funding/financing as needed. The Agency intends to finance the project through the Oregon Transportation Infrastructure Bank or private placement bank loans. The Agency has also applied for a State of Oregon Regional Infrastructure Fund grant.

1.8 Project Schedule

Time is of the essence, and the Agency wishes to initiate work as soon as possible following design team selection. The overall project schedule is highly dependent on ODOT review, permitting, and approvals. The Agency hopes to start construction by 2030.

## Section 2. Qualifications

The Agency is soliciting a firm or consultant teams (Proposers) with the following qualifications:

- Roadway and Roundabout Specific Civil Engineering
- Water, Sewer, Stormwater Civil Engineering
- Roundabout Traffic Engineering including multi-modal user types
- State of Oregon Department of Transportation Permitting and coordination
- Landscape Design
- Land Surveying

- Geotechnical Design and Analysis
- Franchise Utilities coordination and relocations
- Lighting Design
- Environmental Analysis and Permitting
- Land Acquisition Support, including expertise in Eminent Domain
- Public Engagement
- Grant Funding Support

## Section 3. Scope of Work

3.1 - Project Overview

The Agency desires a firm or team of consultants to take current concept-level roundabout design through fully approved construction documents, bidding support, and construction oversight. This includes landscape design, rerouting underground utilities, and appropriate public engagement. The anticipated contract will be organized in multiple phases with the initial phase progressing the project through 30% Schematic Designs. Subsequent project tasks will be executed by contract amendment with the awarded firm or consultant team upon successful completion of prior tasks. The intention is to keep a consistent firm or consultant team through the full lifecycle of the project. However, the Agency reserves the right to bid for future tasks based on its sole discretion.

The tasks listed below are intended to be the Agency's best understanding of required project requirements and deliverables. The selected firm will have responsibility for managing the overall implementation strategy and approach, including confirming the necessity of these deliverables and identifying additional tasks as necessary for successful project delivery.

3.2 30% Schematic Designs – **Initial Contract**

Designs will establish foundational elements of the roundabout design including overall geometry, identifying major constraints, and updating cost/schedule estimates to establish the baseline for future detailed design. This is expected to include:

i. Bi-weekly project management meetings with Agency staff and representatives
ii. Topographic and boundary surveys
iii. Stormwater analysis & report
iv. Geotechnical analysis & report including retaining wall designs, if required
v. Environmental
    - Hazardous Materials Review
    - Biological Memorandum
vi. Right-of-way preliminary determination, valuation, and acquisition approach
vii. Civil Design, including:
    - Alignments, geometries, and grading
    - Utility (stormwater, sanitary sewer, and water) conflicts and relocations

- Updated design and construction cost estimates
- Traffic control plans
- Overhead and underground utility relocation coordination
- Define integration with future Transportation System Plan identified roadways extending from the intersection of Mt. Adams and Wine Country.

ii. Traffic design and analysis including warrant studies and evaluating impacts on adjoining intersections.

iii. Lighting design

iv. Stakeholder Coordination Meetings
- Three adjacent property owners with an emphasis on defining their post-roundabout roadway access points.
- Hood River County Transit District (dba Columbia Area Transit)
- Emergency responders (Fire/EMS, Police, & Sheriff)
- City of Hood River Public Works

v. ODOT Coordination including:
- Ongoing ODOT Tech Center Review and Coordination
- Manage iterative design modifications based on ODOT Traffic-Engineer input. Identify design exceptions for both ODOT and local engineering standards.
- Draft any required amendments or updates to the Interchange Access Management Plan for Exit 62 of Interstate 84
- Obtain "Record of Support" from ODOT Mobile Advisory Committee (https://www.oregon.gov/odot/Get-Involved/Pages/ORS-366.215-Records.aspx?wp8113=l:100). Includes developing presentation materials for two Mobile Advisory Committee meetings.

vi. Identify and support grant funding opportunities for design and/or construction.

vii. Provide a technical Basis of Design Memorandum documenting the concepts, calculations, decisions, and codes used to meet a project's goals, including
- Project Scope & Objectives
- Site & Environmental Data
- Applicable Codes & Standards including any necessary design or code exemptions needed
- Updated design and construction cost estimates, including life-cycle cost analysis (i.e. maintenance and operation)
- Safety & Compliance

**Note: Subsequent tasks will be added by contract amendment following successful completion of 30% Designs.**

3.3 Project Delivery Recommendation

The Agency intends to determine a final construction delivery approach at the conclusion of 30% Designs. The selected firm or consultant team will advise the Agency on the most advantageous approach, which may include an alternate delivery method such as Construction Manager/General Contractor (CM/GC). If a CM/GC approach is chosen, the

selected firm or consultant team will manage a solicitation process to select a construction partner to add to the project team at this stage. This includes:

i. Overall responsibility of the solicitation process
ii. Solicitation document preparation consistent with applicable procurement rules
iii. Scoring and selection in conjunction with Agency and City of Hood River staff
iv. Interviewing finalists and making final selections
v. Issuing a Notice of Award and managing any protests
vi. Negotiation of final contract

3.4 60% Detailed Designs

The detailed design phase will refine the schematic designs into an engineering-ready layout with near final geometry, drainage, utilities, traffic plans, and initial construction phasing for multi-jurisdictional review. This includes:

viii. Incorporate ODOT Tech Center comments into 60% Designs
ix. Landscape & Irrigation
x. Public Involvement – Landscape Design and Public
xi. Retaining Wall Design (if needed)
xii. Standard Drawings for Specifications
xiii. Right-of-Way lines, acquisition areas, and access for adjacent properties

3.5 90% Designs and Right-of-Way Acquisition

Complete final designs of roadways, utility relocations, right-of-way acquisition, and all other design elements of the final project. This includes:

i. Resolve outstanding geometry, drainage, utilities, traffic and lighting systems, signage and striping, and construction phasing issues identified during the permitting processes and prior design stages.
xiv. Support the City in the acquisition of necessary right-of-way and easements.
xv. Produce full construction documents ready for bid documents ensuring contractors have all the information needed for construction
xvi. Record Survey

3.6 - Construction Management

This task is expected to vary significantly based on the delivery approach determined after Schematic Design (ex. Design/Bid/Build or CM/GC). The selected firm or consultant team will ensure adherence to approved designs and oversee successful project delivery. This may include:

i. Review and approve substitution request, submittals, samples, and mock-ups
ii. Respond to requests for information.
iii. Prepare change documents as necessary.
iv. Review / certify contractor payment applications.
v. Conduct weekly site inspections and issue monthly reports during construction.
vi. Assist with punch list generation and resolution.

vii. Issue as-built record drawings.
viii. Assist with project close-out including permit coordination and close-out.
ix. Facilitate twenty-three (23) month walkthrough prior to warranty expiration.

## Section 4. Applicable Design Standards and Reporting Requirements

The list below is known design standards and regulatory reporting requirements applicable to the Mt. Adams Roundabout project. It is not intended to be an exhaustive list. A critical value that the selected firm or consultant team will provide is experience with, and knowledge of, additional standards that may apply.

4.1 Oregon Department of Transportation:

i. Traffic control devices related to the roundabout shall be designed and installed according to the edition of the Manual on Uniform Traffic Control Devices in effect in OAR 734-020-0005 when the devices are installed or reconstructed.
ii. Freight mobility needs on the subject highway US-30 through the roundabout shall be addressed according to Highway Division Directive DES 02 and through the process in OAR Chapter 731, Division 12 because the proposed roundabout is located on a Freight Reduction Review Route.
iii. ODOT's ADA-related design standards, design exceptions, and inspection process.
iv. The ODOT Senior Urban Design Engineer and Traffic Standards Engineer shall be included in the project team throughout the iterative design approval process to ensure that design standards and possible design exceptions are acceptable to the State Roadway Engineer.
v. Crosswalk markings shall be installed according to the ODOT Pavement Markings Manual and the edition of the Manual on Uniform Traffic Control Devices in effect in OAR 734-020-0005 when the markings are installed. Longitudinal (continental) markings should be used to designate the crosswalks.
vi. Installation and operation of the RRFB devices shall be according to Chapter 4L of the Manual on Uniform Traffic Control Devices 11th Edition.
vii. If raised crosswalks are installed, the ODOT Roadway Engineering Section shall review and approve the final design plans for the raised crosswalks.
viii. The need for additional illumination must be assessed as part of this project. A record of related decisions should be retained in the project files.
ix. State Roadway Engineer must grant design approval of the roundabout no later than the Design Acceptance Phase. Design approval is the final approval phase for the roundabout and requires Region 1, the City of Hood River and their design consultant to address all issues outlined in Highway Division Directive DES 02, including but not limited to:
    - Description of how civil designs meet requirements of Highway Division Directive DES 02 and OAR 731, Division 12 process.
    - Identified deviations from design standards where design exceptions
    - Roundabout geometric data, including:

- Approach design speeds for all approach legs including any bypass legs for right turning vehicles.
- The design vehicle for each movement.
- Roundabout design details summarized in a table or drawing, including inscribed diameter, central island diameter, truck apron designed to accommodate the appropriate design vehicle for the roundabout, and cross slope of the circulating roadway.
- Detailed drawings showing the fastest path for each movement with speed and radius noted for each curve.
- Stopping and intersection sight-distance on each leg summarized in a table.
- Auto turn paths showing design vehicle and largest oversize vehicle movements and how they will navigate the roundabout (the Highway Division Directive DES 02 process will help identify the oversized loads that could be expected).
- Channelization plans, completed per guidance for roundabout pavement markings in the Traffic Line Manual and splitter islands in the Highway Design Manual.
- Detailed drawings of the splitter islands on each leg.
- Signing and illumination plans.

4.2 City of Hood River:

i. City of Hood River Engineering Standards (Chapters 1 to 13)
ii. Hood River Municipal Code 16.12.060 B: Transportation Standards for requirements for street alignment and connection, intersection layout, cul-de-sacs, driveways, and other relevant criteria.
iii. City of Hood River Wastewater, Water, and Stormwater Facilities Plan for underground utility infrastructure.

4.3 Hood River County Transportation District (dba Columbia Area Transit)

i. Oregon Department of Transportation, Highway Design Manual, Part 500 – Intersection Design, Section 509 (Roundabouts), Subsection 509.17 "Transit Considerations"
ii. Oregon Department of Transportation, Highway Design Manual Part 700, "Public Transportation and Guidelines," Section 700 (Public Transportation and Guidelines) and 705.1, "Roadway and Intersection Design for Buses"
iii. Public Right-of-Way Accessibility Guidelines
iv. APTA SUDS-UD-RP-005-12, "Design of On-Street Transit Stops and Access from Surrounding Areas"
v. AASHTO "Guide for Geometric Design of Transit Facilities on Highways and Streets"

4.4 Oregon Department of Environmental Quality

i. DEQ NPDES 1200-C Permit

4.5 State Fire Code

i. 2025 Oregon Fire Code or current version

## Section 5. Request for Proposals Schedule

This Schedule is subject to change and adjustment, in the Agency's sole discretion. Proposers are responsible for viewing all addenda, including schedule changes, on the City's website at https://cityofhoodriver.gov/bid-center-rfps/.

| | |
|---|---|
| Date(s) Advertised | October 21st and October 28th |
| Mandatory Pre-Proposal Meeting | November 19th @ 1:00 PM |
| Questions/Exceptions Due | November 23rd @ 12:00 PM |
| Response to Questions (Posted on City's Website) | December 4th |
| Date RFP Due | December 14th @ 4:00 PM |
| Estimated Date Evaluation Complete | December 30th |
| Estimated Date Cost Proposals Due | January 15th |
| Estimated Interview Dates (if held) | February 1st – 5th |
| Estimated Date for Award Notice | February 11th |
| Estimated Date for Notice to Proceed | March 22nd |

## Section 6. Procedures and Administrative Requirements

6.1 Proposal Submission Requirements

Proposals shall be emailed to Dan Naughton, Owners Representative, at dnaughton@sojpdx.com by the due date listed on the cover of this document and in accordance with Section 7. Proposals should be in PDF format and must not exceed 20Mb to ensure deliverability by email. Responses are limited to 20-pages excluding cover page and resumes. The Agency is not responsible for lost, late or mis-delivered proposal packages or emails. It is the submitter's responsibility to confirm actual delivery of the proposal. The Agency will not consider any proposal received after the stated date and time, that is incomplete, and/or that is not submitted in the proper manner and format. The email subject line must include the text "Mt. Adams Roundabout Design Services".

6.2 Questions/Exceptions

The point of contact will accept written questions seeking clarification about the proposal requirements via email and will review any proposed exceptions to specifications or contract requirements submitted prior to the question deadline indicated in the RFP schedule. Any protests to this RFP must be submitted by this date and shall comply with OAR 137-048-0240. All questions, including clarifications of or exceptions to specifications, questions regarding proposal submittal instructions, questions or exceptions regarding contract terms, and questions or exceptions to the basis of award must be received by the date and time stated in Section 5. **Neither the Agency, nor the City, will entertain requests for individual meetings with consultants or firms prior to the RFP due date.**

6.3 Pre-proposal Meeting

**A mandatory pre-proposal meeting scheduled for this RFP will be held on the date and time indicated in the RFP schedule in Section 5.** Proposers must RVSP to the point of contact no later than two business days prior to the meeting. The meeting will be held in the City's Council Chambers located at:

Hood River City Hall
211 2nd Street
Hood River, Oregon 97031

6.4 Responsibility for Obtaining Addenda

The Agency will post all addenda and supplemental information related to this RFP on its website. Proposers are responsible for obtaining and incorporating all addenda into their proposals. No oral interpretations will be binding. Failure to acknowledge and respond to all addenda may render a proposal and proposer non-responsive.

6.5 Public Records and Confidentiality

All Proposals submitted in response to this RFP are subject to Oregon Public Records Law (ORS Chapter 192) and ORS 279C.107. The Agency will attempt in good faith to honor any request for confidentiality for materials clearly marked as "Confidential," "Trade Secret," or otherwise protected under ORS 192.345(2) and/or ORS 192.355(4), but cannot guarantee non-disclosure.

If a Proposer believes that any portion of its Proposal contains a trade secret or other exempt information, it must clearly identify that portion with the following designation on each applicable page: **"This material constitutes a trade secret under ORS 192.345(2) and/or confidential information under ORS 192.355(4) and is not to be disclosed except as required by law."**

Entire Proposals labeled as a trade secret or as containing confidential information will not be accepted as exempt from public disclosure. The Agency will take reasonable steps to protect such information from disclosure and to inform the proposer of any public records

requests involving a proposer's apparent trade secrets or confidential information; however, it will not be liable for the release of any materials when disclosure is required by law, a court order, or regulatory authority. In addition, the Agency is immune from liability for any such disclosure under ORS 646.473(3). If proposer desires to oppose a public records request involving its proposal, proposer shall exclusively bear the cost of this opposition and defense.

By submitting a Proposal, the Proposer agrees that the Agency may disclose portions of the Proposal—including materials marked confidential—to Agency staff, City of Hood River staff, legal counsel, consultants, and agents involved in the evaluation and selection process. The Proposal may also be distributed or posted on secure internal platforms for such purposes.

Proposers further agree to defend, indemnify, and hold harmless the Agency and its officers, employees, and agents from any claim, loss, or expense, including attorney's fees, arising out of the Agency's refusal to disclose materials that the Proposer has designated as confidential. The designation of an entire Proposal as confidential or as a trade secret may result in disqualification.

6.6 Terms and Conditions

Proposers responding to this RFP do so at their own expense. The Agency shall not be liable for any costs incurred by a Proposer in the preparation, submission, or presentation of a Proposal. The Agency also reserves the right to procure additional Design Services by agreement addendum at its discretion.

The Agency reserves the right, in its sole discretion and in accordance with Oregon public contracting law, to:

i. amend or cancel this RFP at any time;
ii. extend the deadline for submission of Proposals;
iii. waive minor informalities or clerical errors in any Proposal;
iv. reject any or all Proposals without providing a reason;
v. seek clarification from any Proposer or request supplemental information; and/or
vi. negotiate final contract terms that are in the best interest of the Agency.

This RFP does not obligate the Agency to award a contract (agreement) or to procure any services described herein. The Agency reserves the right to issue separate solicitations for specific projects, regardless of the outcome of this RFP, when it determines that doing so is in its best interest. The execution of a contract resulting from this RFP does not guarantee any volume of work beyond a negotiated and executed contract.

The successful proposer will be expected to execute an agreement for the Design Services immediately after being notified of award. A sample agreement has been included with this RFP as Attachment A – Agreement.

By submitting a proposal, proposers indicate acceptance of the terms included in the sample agreement.

If a proposer is exempt from a particular term due to a statutory or regulatory exception or exemption, whether the exception or exemption applies to the agreement matter, the type of work, or the proposer, the proposer must file an exception as provided in the Questions/Exemption section.

Any proposer who does not agree to any terms of this agreement must file an exception to requirement notice as identified in the Questions/Exemption section or the successful proposer will be expected to enter into an agreement with the Agency substantially in the form of the sample agreement. The Agency is not required to make any changes to the standard form of agreement and many provisions cannot be changed. The proposer is cautioned that the Agency believes modifications to the standard provisions constitute increased risk and increased cost to the Agency. The Agency reserves the right to negotiate a final agreement that is in the best interest of the Agency.

Each Proposal must demonstrate that the Proposer:

i. holds all licenses required under applicable Oregon law
ii. is in good standing with the State of Oregon and any required licensing Boards.

Any protests of this solicitation will be handled pursuant to the rules sets forth in Oregon Administrative Rule (OAR) 137-048-0240.

## Section 7. Proposal Format and Content Requirements

7.1 Proposal Submission and Scored Criteria

A total of 135 points are available for the scored criteria. The following criteria will be used in scoring the proposals:

i. Cover Letter (Pass/Fail)
   Maximum one (1) page. The cover letter should include the Proposer's primary contact's name, title, address, phone number, email, and signature of an individual with authority to negotiate on behalf of and to contractually bind the firm, and who may be contacted during the period of proposal evaluation. Please include firm ownership information, office locations, and the size of the company. The cover letter is NOT counted in the total page count.

ii. Relevant Project Experience (30 Points)

Provide a minimum of three and no more than six projects completed within the last 10-years that best characterize the Proposer's experience providing relevant design services to municipalities and other entities similar in nature to the Agency. **Only projects completed by the proposed staff for this solicitation should be included.** Responses should be provided in the following minimum information for each example project:

- Project description/narrative - highlight similarities and differences with Mt. Adams Roundabout project
- Project Timeline
- Construction Cost Estimates at 30% Design and 60% Designs
- Total Design Costs and Final Construction Costs
- Identify key personnel who worked on the example projects that are also included in the proposed team for this solicitation.
- Owner and Contractor contact information

iii. Method of Approach (20 Points)

Provide a detailed narrative describing the Consultant's approach to fulfilling the responsibilities outlined in the Scope of Work. Specifically address approach to:

- ODOT Permitting and Approval
- Mult-modal Traffic Safety
- Feasibility of Design
- Inclusion of Gateway Design Features
- Public Engagement
- Property Acquisition
- Cost Containment
- Construction Oversight

iv. Professional Qualifications of Project Team (25 Points)

Provide a firm overview and team member qualifications for providing the requested design services.

a) Provide a brief overview of your firm including number of employees, years in practice, location of the office from which the work will be performed and a brief statement of experience and design approach.
b) Provide a description of subconsultants and their proposed roles.
c) Identify the Consultant's Project Manager and list key team members who will be assigned to work with the Agency, their roles and responsibilities, their qualifications and experience, and any applicable certifications/professional registrations.

d) Provide a description of the key staff's knowledge and experience performing work in and around Hood River, as well as familiarity with local conditions that could affect project success. Describe your staff's ability to attend meetings with the Agency and to work efficiently in the local area. Describe how project management, coordination, and communication with the Agency will be accomplished if key project personnel are not located in the Hood River area.
e) Please provide 1-page resumes for all key team members in an appendix. **Resumes are NOT counted in the total page count**.
f) State whether your company is currently, or has been during the last five years, involved in defending, negotiating, mediating, or litigating (in court, administrative proceedings, or arbitration), any claims or liens relating to or arising from your company's design or business activities.

v. References (20 Points)
Include at least two (2) owners and one (1) contractor you have worked with on similar projects within the last five (5) years. These should include references for the individuals proposed for the project team. Include contact name, title and phone number, company/entity name and the name of the project.

vi. Agreement (Not Scored)
Attachment A – Agreement of the RFP is the agreement to be executed between the Agency and the selected Consultant. Proposals should include either (a) a statement indicating you agree with the terms and conditions (including insurance limits and mark-ups) contained therein, or (b) describe any proposed changes in detail to be considered.

vii. Pricing Proposal (15 Points)
Proposer should be prepared to submit a Pricing Proposal for **Task 3.2** (30% Schematic Designs) upon request, if after the Agency's evaluation of 7.1.i. through 7.1.vi. above, the Agency determines the Proposer sufficiently qualified and is in the top three ranked proposals submitted. Proposer may withdraw from consideration if the Proposer does not wish to submit a Pricing Proposal. The Pricing Proposal shall include the following:
a) A schedule of hourly rates that the prospective consultant will charge for the work of each individual or each labor classification that will perform the design services the Agency requires for the procurement, in the form of an offer that is irrevocable for not less than 90 days after the date of the proposal; and
b) A reasonable estimate of hours that the prospective consultant will require to perform the design services the Agency requires for the procurement; and

c) A description of each task that the Proposer understands as comprising the design services; and
d) A list of each individual or labor classification that will perform each task, together with the hourly rate that applies to the individual or labor classification; and
e) A list of expenses, including travel expenses, that the Proposer expects to incur in connection with providing the design services.

viii. Interview (20 Points)
Proposer should be prepared to participate in an Interview upon request, if after the Agency's evaluation of 7.1.i. through 7.1.vi. above, the Agency determines the Proposer is sufficiently qualified and is in the top three ranked proposals submitted. Proposer may withdraw from consideration if the Proposer does not wish to participate in an Interview.

## Section 8. Selection Process and Evaluation

The Agency will appoint a selection committee to review, score, and rank the Proposers' proposals. At the conclusion of the scoring of criteria 7.1.i. through 7.1.vi. above, the Agency will announce the evaluation scores and rank for each prospective Proposer as outlined in ORS 279C.110(3). The Agency may determine that as many as three of the top-ranked Proposers are qualified to perform the professional services the Agency requires for the procurement and may choose to conduct additional round(s) of competition and scoring if it is in the best interest of the Agency. Additional rounds of competition may consist of, but will not be limited to:

a) Request for Pricing Proposal
b) Interviews

The proposal representing the highest score, after additional rounds of competition and scoring, if any, will be recommended to the Urban Renewal Agency Board for consideration and final award.

If negotiations with the highest-ranked Proposer fail to result in a contract, the Agency reserves the right, pursuant to OAR 137-048-0220(4)(f), to formally terminate negotiations and enter negotiations with the second-ranked proposer and, if necessary, the third-ranked proposer and so on, until the negotiations result in a contract. If subsequent rounds of negotiations fail to result in a contract within a reasonable amount of time, as determined by the Agency, the Agency may terminate this RFP.

ATTACHMENT A – Sample Contract

# CONSTRUCTION-RELATED PROFESSIONAL SERVICES AGREEMENT

## MT. ADAMS ROUNDABOUT DESIGN SERVICES

This Agreement is entered into between the Hood River Urban Renewal Agency, a public body corporate and politic of the State of Oregon ("HRURA"), and [DESIGN PROFESSIONAL], a [ENTITY TYPE] of the state of [ENTITY STATE] ("Consultant"). This Agreement is made effective as of [DATE] (the "Effective Date"). This Agreement may refer to the HRURA and Consultant individually as "Party" or jointly as "Parties."

## RECITALS

WHEREAS, the HRURA requires the services of an Oregon licensed professional to provide construction related design services for the Mt. Adams Roundabout project (the "Project"), including survey, civil design, permitting, environmental assessment, property acquisition, geotechnical engineering, traffic engineering, lighting design, landscape design, public engagement, and construction oversight (the "Services"); and

WHEREAS, the HRURA conducted a formal qualifications-based selection for the Services, and Consultant responded by submitting a proposal for the Services dated [DATE] (the "Proposal"); and

WHEREAS, the HRURA duly selected Consultant, which was authorized on [DATE] to provide the Services based on the information provided in the Proposal; and

WHEREAS, the HRURA desires to contract with Consultant to provide the Services.

## AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals incorporated by this reference and the mutual promises contained in this Agreement, the HRURA and Consultant agree as follows:

1. **Term**

The term of this Agreement shall be from the Effective Date until not later than [END DATE] unless amended or sooner terminated under the provisions of this Agreement. Passage of the Agreement's term shall not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance that has not been corrected.

2. **Consultant's Services**

Consultant's Services and schedule for performance are set forth in Exhibit A. Any conflict between this Agreement and Consultant's Proposal shall be resolved first in favor of this Agreement. Consultant will use its best efforts and due diligence in its performance of the Services and will provide such personnel, materials, supplies, and equipment as are necessary to successfully provide the Services. Consultant will perform the Services consistent with the skill and knowledge possessed by well-informed members of its industry, trade or profession and will

apply that skill and knowledge with care and diligence to perform the Services under this Agreement in a professional manner and in accordance with highest standards prevalent in Consultant's industry, trade or profession under similar conditions and circumstances ("Standard of Care"). All Consultant personnel and those of their subconsultants and subcontractors (collectively, "subcontractors"), if any, shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Consultant shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Consultant's failure to adhere to the work schedule in Exhibit A is sufficient grounds for the HRURA to terminate this Agreement for cause.

3. **Consultant's Identification**

Consultant shall furnish to the HRURA Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.

4. **Compensation**

Consultant's fee for completion of all Services will not exceed [AMOUNT]. Upon completion of any tasks, milestones or other deliverables described in Exhibit A, the HRURA agrees to pay Consultant at the times and in the amount(s) set forth in this Agreement and in accordance with Exhibit B.

Consultant shall submit monthly requests for payment to the HRURA for Services performed under this Agreement, and the invoices shall describe the Services performed, by whom it was performed, the number of hours worked, and itemize and explain all expenses for which reimbursement is being claimed. All expenses must be preapproved in writing by the HRURA. Mileage will be reimbursed for only one vehicle and only at the current in effect IRS rate. Meals will be at the current in effect U.S. General Services Administration (GSA) per diem rate, and hotels and parking will be paid at actual amounts, not to exceed the GSA daily rate. No reimbursement will be made for any alcohol purchases or parking or traffic citations.

The HRURA shall make payments for undisputed Services in a timely manner, within sixty (60) days of receipt of a request for payment. Requests for payment received from the Consultant pursuant to this Agreement will be reviewed and approved by the HRURA prior to payment.

The HRURA shall not pay compensation for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any design defects therein. The compensation contemplated in this Section shall constitute full and complete payment for said Services.

Consultant must promptly pay all sums due to subcontractors for services and reimbursable expenses after receiving payment for those services from the HRURA.

5. **Project Managers and Notice**

The Parties designate the following individuals as their Project Manager, who are designated to send and receive any notices required under this Agreement.

| **HRURA's Project Manager** | **Consultant's Project Manager** |
|---|---|
| Will Norris, Administrator | [Name of Project Manager] |
| 211 2nd Street | [Address of Project Manager] |
| Hood River, OR 97031 | [Address of Project Manager] |
| e: w.norris@cityofhoodriver.gov | e:[Email of Project Manager] |
| p: (541) 387-5206 | p:[Phone of Project Manager] |

Each Party shall give the other written notice of any intended change of their Project Manager. Any change to Consultant's Project Manager must be approved by the HRURA, such approval not to be unreasonably withheld.

KEY PERSONS. The Parties agree that the HRURA relied on the special qualifications of each Key Person as a material inducement to enter into this Agreement. For purpose of this Agreement, "Key Person" means the persons identified in Exhibit A of this Agreement. The HRURA is engaging the expertise, experience, judgment, and personal attention of such Key Persons under this Agreement. Neither Consultant nor any Key Person shall delegate performance of the duties and obligations of such Key Person under this Agreement to any other employee, agent or subcontractor of Consultant unless the HRURA provides prior written consent to such delegation. Consultant shall not reassign or transfer a Key Person to other duties or positions so that the Key Person is no longer available to provide the HRURA with that Key Person's services unless the HRURA provides prior written consent to the reassignment or transfer, or the reassignment or transfer is required based on the termination of employment, illness, death, disability or other similar cause.

Unless otherwise stated in the Agreement, all notices shall be made in writing and may be given by personal delivery, first class mail, certified mail (return receipt requested), or email (read receipt requested). Mailed notices shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery.

**6. Project Information**

Consultant agrees to promptly share all information related to the Services with the HRURA and to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the Services. Consultant shall not provide any information, news, or press releases related to the Services to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of the HRURA's Project Manager.

**7. Duty to Inform**

Consultant shall give prompt written notice to the HRURA's Project Manager if, at any time during the performance of this Agreement, Consultant becomes aware of actual or potential problems, faults or defects in the Services, any nonconformity with the Agreement, or with any federal, state, or local law, rule, regulation, decree, or other mandate, or if Consultant has any objection to any decision or order made by the HRURA. Any delay or failure on the part of the HRURA to provide a written response to Consultant shall constitute neither agreement with nor

acquiescence in Consultant's statement or claim and shall not constitute a waiver of any of HRURA's rights.

**8. Consultant is Independent Contractor**

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. Consultant hereby expressly acknowledges and agrees that as an independent contractor, Consultant is not entitled to indemnification by the HRURA or the provision of a defense by the HRURA under the terms of ORS 30.285. This acknowledgment by Consultant shall not affect Consultant's independent ability (or the ability of Consultant's insurer) to assert that the monetary limitations found at ORS 30.272, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300).

9. **Consultant Representations and Warranties**

Consultant represents and warrants to HRURA that:

i. Consultant has the power, authority, ability, skills, and capacity to enter into and perform this Agreement, and when executed and delivered this Agreement shall be a valid and binding obligation of Consultant enforceable in accordance with its terms.

ii. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.

iii. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

iv. Consultant is engaged as an independent contractor and will be responsible for any federal, state or local taxes applicable to any payments made under this Agreement.

v. Consultant is not eligible for any federal social security, unemployment insurance, pension, PERS or workers' compensation benefits from compensation or payments paid to Consultant under this Agreement.

vi. Consultant is not an employee of the HRURA, any special district, local government, the federal government or the State of Oregon.

vii. Consultant has complied and will continue to comply with all Oregon laws applicable to the performance of Consultant's obligations under this Agreement.

viii. Consultant, and Consultant's employees and subcontractors, shall be qualified, professionally competent and duly licensed to perform the work and Services at all times during the term of this Agreement

.

ix. The Consultant has inspected, or will inspect, the Project site and all of the surrounding locations to the extent necessary to perform the Services.

x. Consultant has the skill and knowledge possessed by well-informed members of its industry, trade or profession, and will apply that skill and knowledge with care and diligence when performing the Services under this Agreement, and will do so in a professional manner and in accordance with standards prevalent in Consultant's industry, trade or profession under similar conditions and circumstances.

xi. Consultant has read, understands and agrees to be bound by each of the terms and conditions of this Agreement.

xii. Consultant prepared its Proposal for these Services independently from all other proposers, and without collusion, fraud or other dishonesty.

xiii. Any Goods / Items / Equipment / Components / Hardware / Software / Intellectual Property Rights, etc. delivered to or granted to the HRURA under this Agreement, and Consultant's Services rendered in the performance of Consultant's obligations under this Agreement, are provided to the HRURA free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and are free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

xiv. Upon HRURA's request, Consultant shall provide HRURA with evidence reasonably satisfactory to HRURA confirming the foregoing representations and warranties. The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations and warranties that Consultant provides.

**10. Indemnity**

i. Unless otherwise limited by ORS 30.140, Consultant shall indemnify and hold the HRURA, its elected officials, officers, agents, volunteers, and employees harmless from and against any and all claims, actions, proceedings, judgments, losses, injuries, damages, costs, expenses, and liabilities, including court costs and attorney's fees (collectively, "Claims"), arising out of, or resulting directly or indirectly from, the professional negligent acts, errors or omissions of Consultant or its subcontractors, suppliers, agents or employees in performance of professional services under this Agreement. Where limited by ORS 30.140, Consultant's duty to defend the HRURA against a claim for professional negligence and relating to the professional services provided by Consultant shall not arise until Consultant's liability or fault is determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement, and such obligation shall not exceed the proportionate fault of Consultant.

ii. Consultant shall indemnify, defend, and hold the HRURA, its elected officials, officers,

agents, volunteers, and employees harmless from and against any and all Claims to the extent they arise out of, or result directly or indirectly from, all other acts or omissions of the Consultant, or any of its subcontractors, suppliers, agents or employees arising in connection with the performance of this Agreement that are not otherwise identified in Subsection (i) of this Section.

iii. The obligations of the indemnifications extended by the Consultant to the HRURA shall survive the termination or expiration of this Agreement.

iv. Except to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Consultant or Consultant's agents, representatives, or subcontractors, the indemnities in subsection (i) and (ii) do not require Consultant or Consultant's surety (if any) or insurer to indemnify the HRURA, its elected officials, officers, agents, volunteers, or employees for damage arising out of the death or bodily injury to persons or damage to property caused in whole or in part by the negligence of the HRURA.

**11. Insurance**

Consultant and its subcontractors shall provide the following insurance coverages against any claims that may arise from or relate to the performance of the Services. Consultant and its subcontractors and subconsultants must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement. The HRURA in no way warrants that the limits stated in this section are sufficient to protect the Consultant from the liabilities that might arise out of the performance of the work under this Agreement by Consultant, its agents, representatives, employees, subcontractors, and Consultant may purchase such additional insurance as they determine necessary.

i. <u>Commercial General Liability Insurance:</u>

a. The policy must be in an occurrence form and include bodily injury, property damage, broad form contractual liability coverage in the following amounts:

| | |
|---|---|
| General Aggregate | $2,000,000 |
| Products-Completed Operations Aggregate | $2,000,000 |
| Personal and Advertising Injury | $2,000,000 |
| Each Occurrence | $2,000,000 |

b. The policy shall be endorsed to name the Hood River Urban Renewal Agency and its elected and appointed officials, officers, agents, and employees as an additional insured with respect to liability for bodily injury, property damage, and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of, the Consultant related to this Agreement.
c. The endorsement shall be indicated on the Certificate of Insurance, and there shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the HRURA as an additional insured.
d. Consultant's insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the HRURA.

ii. Automobile Insurance:

a. The policy shall cover bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Agreement. Automobile Liability coverage shall be written in an amount not less than $1,000,000 combined single limit.
b. The policy shall be endorsed to include the HRURA, its elected and appointed officials, officers, agents and employees as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Consultant relating to this Agreement.
c. The HRURA shall be an additional insured to the full limits of liability purchased by the Consultant.

iii. Workers' Compensation Coverage: Consultant certifies that it has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier insured employer as provided by ORS 656.407 or as a self insured employer. Consultant shall provide to HRURA within ten (10) days after contract award and prior to commencing Services a certificate of insurance evidencing overage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to HRURA, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to HRURA. A copy of the certificate of self insurance issued by the State shall be provided to HRURA if Consultant is self insured. To the extent permitted by law, a waiver of subrogation in favor of the HRURA shall be included in the policy.

iv. Professional Liability (Errors and Omissions Liability): Consultant shall provide HRURA with evidence of professional errors and omissions liability insurance covering any damages caused by negligent acts, errors, or omissions related to the professional services and performance of duties and responsibilities under this Agreement, in an amount not less than $2,000,000 combined single limit per occurrence. Consultant may opt to provide a claims-made policy with a combined single limit per claim of not less than $2,000,000; but in doing so, Consultant warrants that any retroactive date under the policy precedes the effective date of this Agreement and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two years beginning at the time work under this Agreement is completed. Where any subcontractor provides professional services related to this Agreement, they must provide equivalent coverage.

v. Certificates: Consultant shall furnish the HRURA with certificates evidencing the date, amount, and type of insurance required by this Agreement (ACCORD form or equivalent approved by the HRURA). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All policies will provide for not less than thirty (30) days' written notice to the HRURA before they may be canceled. Such notice will be mailed and emailed to the HRURA Project Manager. All certificates and any required endorsements are to be received and approved by the HRURA before the work commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement

of the work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.

vi. Primary Coverage: The coverage provided by insurance required under this Agreement shall be primary and noncontributory, and any other insurance carried by HRURA shall be excess.

vii. Subcontractors: Consultant shall require the same insurance requirements from its subcontractors. Consultant's certificates shall include all subcontractors as additional insureds under its policies -**OR**- Consultant shall be responsible for ensuring and verifying that all subcontractors have valid and collectible insurance. At any time throughout the term of the Agreement, the HRURA reserves the right to require proof from the Consultant that its subcontractors have insurance coverage. All subcontractors providing services included under this Agreement's Scope of Services are subject to the insurance coverages identified above and must include the HRURA as an additional insured. In certain circumstances, the Consultant may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Consultant assumes liability for all subcontractors with respect to this Agreement.

viii. Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Oregon and with an "A.M. Best" rating of not less than A- VI. The HRURA in no way warrants that the required minimum insurer rating is sufficient to protect Consultant from potential insurer insolvency.

ix. Umbrella Insurance: Contractor shall maintain umbrella coverage providing excess limits over the primary policies required by this Agreement in an amount not less than five million dollars ($5,000,000.00). The policy shall be endorsed to name the HRURA and its elected and appointed officials, officers, agents, and employees as additional insured.

**12. Work Product**

All Work Product produced by Consultant is the exclusive property of the HRURA. "Work Product" includes but is not limited to, technical drawings, prints, blueprints, schematics, research, reports, computer programs, manuals, drawings, plans, recordings, photographs, artwork and any data or information in any form. Consultant and the HRURA intend that such Work Product shall be deemed "work made for hire" of which the HRURA shall be deemed the author. If for any reason, a Work Product is deemed not to be a "work made for hire," upon payment for the Services, the Consultant irrevocably assigns and transfers to the HRURA all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the HRURA. Consultant waives all rights relating to Work Product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If Consultant is an architect, the Work Product is the property of the Consultant, and by executed of this Agreement, Consultant grants the HRURA an exclusive an irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

**13. Public Records and Confidentiality**

i. Public Records Requests. Consultant acknowledges that the HRURA is subject to the Oregon Public Records Act and federal law. Third persons may claim that the Consultant Confidential Information (as defined below) that Consultant submitted to the HRURA hereunder may be, by virtue of its possession by the HRURA, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The HRURA's commitments to maintain certain information confidentially under this Agreement are all subject to the constraints of Oregon and federal laws. All information submitted by Consultant to the HRURA is a public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Consultant requests and meets an exemption from disclosure consistent with federal or Oregon law, in accordance with the process set forth in Section 13.iii. Within the limits and discretion allowed by those laws, the HRURA will make a good faith effort to maintain the confidentiality of information.

ii. Public Records Retention. The HRURA will retain one (1) copy of any public records for the express purposes of complying with State of Oregon public records and archiving laws.

iii. Confidentiality.

a. Consultant's Confidential Information. During the term of this Agreement, Consultant may disclose to the HRURA certain Consultant confidential information pertaining to Consultant's business ("Consultant Confidential Information"). Consultant shall be required to mark Consultant Confidential Information CONFIDENTIAL with a restrictive legend or similar marking, together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request under Oregon public records laws. If Consultant Confidential Information is not clearly marked, or the Consultant Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Consultant shall identify the Consultant Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Agreement itself shall not be considered Consultant Confidential Information. Consultant Confidential Information does not include information that (1) is or becomes (other than by disclosure by HRURA) publicly known; (2) is furnished by Consultant to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in HRURA's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (4) is obtained from a source other than Consultant without the obligation of confidentiality, (5) is disclosed with the written consent of Consultant, or; (6) is independently developed by employees or agents of HRURA who can be shown to have had no access to the Consultant Confidential Information. Subject to subsection (i) and (ii), the HRURA shall: (1) limit disclosure of Consultant Confidential Information to those directors, elected and

appointed officials, employees, contractors and agents of the HRURA who need to know the Consultant Confidential Information in connection with the Services and who have been informed of confidentiality obligations at least as strict as those contained in this Agreement, and (2) exercise reasonable care to protect the confidentiality of the Consultant Confidential Information, at least to the same degree of care as the HRURA employs with respect to protecting its own proprietary and confidential information.

b. HRURA's Confidential Information. Any and all information that the HRURA provides to Consultant or its employees or agents in the performance of this Agreement that HRURA designates as confidential (either on the document itself or through related correspondence), as well as all reports and other documents and materials that result from Consultant's use of such information and any other Work Product that HRURA designates as confidential, is deemed to be confidential information of HRURA ("HRURA Confidential Information"). HRURA Confidential Information does not include information that (1) is or becomes (other than by disclosure by Consultant) publicly known; (2) is furnished by HRURA to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (4) is obtained from a source other than HRURA without the obligation of confidentiality, (5) is disclosed with the written consent of HRURA, or; (6) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

c. Consultant shall treat as confidential any HRURA Confidential Information that has been made known or available to Consultant or that Consultant has received, learned, heard or observed; or to which Consultant has had access. Consultant shall use HRURA Confidential Information exclusively for the HRURA's benefit in the performance of this Agreement. Except as may be expressly authorized in writing by the HRURA, in no event shall Consultant publish, use, discuss or cause or permit to be disclosed to any other person such HRURA Confidential Information. Consultant shall (1) limit disclosure of the HRURA Confidential Information to those directors, officers, employees, subcontractors, and agents of Consultant who need to know the HRURA Confidential Information in connection with the Services and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Agreement, (2) exercise reasonable care to protect the confidentiality of the HRURA Confidential Information, at least to the same degree of care as Consultant employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the HRURA, upon its request, all materials containing HRURA Confidential Information, in whatever form, that are in Consultant's possession or custody or under its control. Consultant is expressly restricted from and shall not use the intellectual property rights of the HRURA without the HRURA's prior written consent.

d. Retroactivity. This Section shall apply to all HRURA Confidential Information

previously received, learned, observed, known by or made available to Consultant and related to this Agreement.

e. Survival. Consultant's confidentiality obligations under this Agreement shall survive termination or expiration of this Agreement.

f. Equitable Relief. Consultant acknowledges that unauthorized disclosure of HRURA Confidential Information will result in irreparable harm to the HRURA. The Parties agree that, notwithstanding any other section of this Agreement, in the event of a breach or a threatened breach of the Agreement's terms related to Confidential Information or intellectual property rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.

g. Discovery of Documents. In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

**14. Errors**

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

**15. Changes in Work**

Only the HRURA's Project Manager may authorize a change order or extra work. Failure of Consultant to secure written authorization for a change order or extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized change order or extra work, and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

**16. Early Termination of Agreement**

i. The HRURA may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the HRURA by certified mail.

ii. Either Party may terminate this Agreement in the event of a material breach by the other Party that is not cured. Unless otherwise set forth in the Agreement, before termination is permitted, the Party seeking termination shall give the other Party written notice of the breach, its intent to terminate, and thirty (30) calendar days to cure the breach. If the breach is not cured within 30 days, the Party seeking termination may terminate immediately by giving written notice that the Agreement is terminated. The non-breaching Party shall provide the written notice of breach and the subsequent written notice of termination by certified mail. If there is an immediate risk of harm to life or property, the HRURA may terminate the Agreement

immediately and without regard to the 30 day notice provision.

iii. Consultant shall promptly notify the HRURA in writing upon the occurrence of any event that could reasonably be expected to result in a material adverse change in the financial condition, operations, or business prospects of the Consultant, including but not limited to insolvency, bankruptcy proceedings (whether voluntary or involuntary), appointment of a receiver, assignment for the benefit of creditors, or the commencement of any proceeding under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors. In the event that the HRURA determines, in its sole discretion, that Consultant's financial condition has materially deteriorated or that any such adverse event has occurred or is reasonably likely to occur, the HRURA shall have the right to terminate this Agreement immediately upon written notice to Consultant, without penalty or further obligation.

**17. Remedies and Payment on Early Termination**

i. If the HRURA terminates pursuant to Section 16(i), the HRURA shall pay Consultant for Services performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits shall be paid.

ii. If the HRURA terminates pursuant to Section16(ii) or 16(iii), the HRURA is entitled all remedies available at law or equity. In addition, Consultant shall pay the HRURA all damages, costs, and sums incurred by the HRURA as a result of the breach.

iii. If the Consultant justifiably terminates the Agreement pursuant to 16(ii), Consultant's only remedy is payment for Services performed prior to the termination. No other costs or loss of anticipated profits shall be paid.

iv. If the HRURA's termination under Section 16(ii) was wrongful, the termination shall be automatically converted to one for convenience, and Consultant shall be paid as if the Agreement was terminated under Section 16(i).

v. In the event of early termination, Consultant's Work Product before the date of termination becomes property of the HRURA.

**18. Compliance with Applicable Law**

Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and

regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

Certain Oregon laws apply to all public contracts in Oregon. The HRURA's performance under the Agreement is conditioned upon Consultant's compliance with the applicable provisions in Attachment – Statutorily Required Contract Provisions, which are incorporated herein by this reference.

**19. Records and Audits**

i. Records Retention. Consultant shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Consultant agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this Agreement, for a minimum of six (6) years after all other pending matters in connection with this Agreement are closed, whichever is longer.

ii. HRURA Audits. The HRURA, either directly or through a designated representative, may conduct financial and performance audits of the billings and Services at any time in the course of the Agreement and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

iii. Access to Records. The HRURA may examine, audit and copy Consultant's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request. Access to said documents shall be granted within seven (7) days written notice, or such other earlier time as is reasonable under the circumstances.

**20. Law of Oregon**

This Agreement is governed by the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this Agreement shall be brought in the appropriate court of Hood River County, Oregon.

**21. Mediation, Trial By Jury, Attorneys' Fees**

i. Should any dispute arise between the Parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any litigation or arbitration, and the Parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation or arbitration. By mutual agreement, the Parties may waive mediation and proceed with litigation or arbitration. The waiver shall be in writing and signed by an authorized representative of each Party.

ii. The Parties shall exercise good faith efforts to select a mediator who shall be

compensated equally by both Parties. Mediation will be conducted in Hood River, Oregon, unless both Parties agree in writing otherwise. Both Parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a Party requests mediation and the other party fails to respond within ten (10) days, or if the Parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Hood River County Circuit Court upon the request of either Party.

iii. Any disputes or claims arising under or as a result of this Agreement that are not resolved by mediation shall be tried to the court without a jury.

iv. In any mediation, arbitration, or litigation arising under this Agreement, each Party shall bear its own fees and costs, including attorney fees.

v. Any legal proceeding of any nature whatsoever brought by the Consultant against the HRURA that asserts a breach of contract, a declaratory judgment proceeding, or any other legal or equitable claim related to, or arising from, the Services performed under this Agreement shall be brought within one (1) year of the date that final payment is made to the Consultant, regardless of whether the Consultant is aware of the legal claim it might have during that time. If the legal proceeding is not brough within that one (1) year period, the Consultant expressly waives any and all claims that are in any way related to the Agreement. For purposes of this subsection, final payment is considered to be made when the HRURA sends a check to the Consultant that contains the undisputed balance that is due for all Services performed prior to the expiration or termination of the Agreement. The subsequent payment of minor amounts to Consultant that constitute less than 2% of the total cost of Services performed, or the payment of claims made pursuant to section 17, shall not affect the date when final payment is considered to have been made.

**22. Conflict of Interest**

Consultant hereby certifies that it is not a HRURA official/employee or a business with which a HRURA official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), officer(s) or its director(s) is not a HRURA official/employee or a relative of any HRURA official/employee who: (1) has responsibility in making decisions or ability to influence decision-making on the Agreement or project to which this Agreement pertains; (2) has or will participate in evaluation or management of the Agreement; or (3) has or will have financial benefits in the Agreement. Consultant understands that should it elect to employ any former HRURA official/employee during the term of the Agreement, then that former HRURA official/employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and any provisions of the HRURA's urban renewal plan or administrative rules.

**23. Subcontractors**

The Consultant is solely and exclusively responsible to the HRURA for the performance of the Services, notwithstanding any subcontracts that it enters into for the performance of the Services. Consultant shall provide a list of all subcontractors with which Consultant intends to utilize in providing Services. This list shall include such information on their relevant qualifications as may be requested by HRURA. HRURA reserves the right to review and reject

the Consultant's use of subcontractors where HRURA has a reasonable objection. Consultant shall obtain HRURA's written consent prior to entering into any subcontracts for any of the Services required by the Agreement.

**24. General Provisions**

i. Successors and Assigns: Each party binds itself, and any partner, successor, executor, administrator or assign to this Agreement.

ii. Assignment: Consultant shall not assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the HRURA and no assignment shall be of any force or effect whatsoever unless and until the HRURA has so consented. For purposes of this Section, the acquisition, merger, consolidation or change in control of Consultant or any assignment by operation of law shall be considered an assignment of this Agreement that requires the HRURA's prior written consent. If HRURA agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by HRURA of any subcontractor nor anything contained in this Agreement shall be deemed to create any contractual relation between them and HRURA.

iii. Severability: In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the Parties when they entered into the Agreement.

iv. No Third-Party Beneficiaries: Consultant and HRURA are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

v. Non-Discrimination: Each Party agrees not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this Agreement.

vi. Exclusivity: This is not an exclusive contract, and the HRURA retains the right to contract with other entities or contractors for the same or similar goods or services as provided under this Agreement in the HRURA's sole discretion.

vii. Amendments: Any modification of the provisions of this Agreement shall be reduced to writing and signed by the Parties. Consultant acknowledges that authority for amendments may be subject to the HRURA's legal authorization processes.

viii. Integration: This Agreement and attached Exhibits and Attachments constitutes the entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement.

ix. No Waiver: 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 specific instances and for the specific purpose given.

x. Order of Precedence: Should there be any conflict between the terms of this Agreement and the Consultant's proposed contract terms, scope of work, or any other document provided by the Consultant, this Agreement shall control, and nothing in this Agreement shall be considered as an acceptance of any conflicting terms in the Consultant's Proposal.

xi. Survival: All provisions in this Agreement, which by their nature should remain in effect beyond termination or expiration of this Agreement, will survive until fulfilled.

xii. Counterparts; Electronic Signatures: The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. The HRURA and Consultant may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures.

xiii. Independent Legal Review: The Parties, by the signature of their authorized representatives, acknowledge that they have read this Agreement, have performed an independent legal review, understand it, and agree to be bound by its terms and conditions.

**SIGNATURE PAGE**

**IN WITNESS HEREOF**, the Parties hereby cause this Agreement to be executed.

| [Consultant] | Hood River Urban Renewal Agency |
|---|---|
| _____ | _____ |
| Authorized Signature Date | Authorized Signature Date |
| _____ | Will Norris, Administrator |
| Printed Name, Title | Printed Name, Title |

## Attachment - Statutorily Required Public Contract Provisions

Consultant shall observe all applicable state and local laws pertaining to public contracts. Pursuant to ORS Chapters 279A, 279B and 279C, which require every public contract to contain certain provisions, and other state law, the following provisions shall be a part of this contract, as applicable. All defined terms in this Attachment shall be interpreted in accordance with solicitation or Agreement and the relevant statutory provision. For professional services contracts, Contractor shall be read to mean Consultant, and Subcontractor shall be read to mean subcontractor or subconsultant.

1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a disadvantaged, minority owned, woman owned, veteran owned, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).

2. Pursuant to ORS 279B.220 or 279C.505, as applicable, Contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

3. Pursuant to ORS 279B.225, every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

4. Pursuant to ORS 279B.230(1) or 279C.530(1), as applicable, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

1. Pursuant to ORS 279B.230(2) or 279C.530.(2), as applicable, in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6. Pursuant to ORS 279B.235(1) and 279B.020 and ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more

than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
ii. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
iv. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
v. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this contract, either at the time of hire or before commencement of Work or Services under 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 the employees may be required to work.

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

8. Oregon Tax Law Compliance: Contractor must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this contract, represents and warrants that it has faithfully has complied with, and will continue to comply with during the term of this contract: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Failure to comply with this section is a default for which the HRURA may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

9. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Contract.

10. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.

# EXHIBIT A

# SCOPE OF WORK

## SUMMARY

Consultant to provide design services for the Mt. Adams Roundabout project (the "Project"), including survey, civil design, permitting, environmental assessment, property acquisition, geotechnical engineering, traffic engineering, lighting design, landscape design, public engagement, and construction oversight and as detailed in the Description of Services below.

## DESCRIPTION OF SERVICES

Contractor shall provide the following Services:

## TASKS AND DELIVERABLES

The individual deliverables are described in more detail below:

## KEY PERSONS

The key persons for the Services are:

## SERVICES SCHEDULE

The detailed schedule for the Services is shown below:

**EXHIBIT B**

**FEE SCHEDULE**