

W4C1

AGENDA COVER MEMO

Memorandum Date: September 9, 2008
Order Date: September 24, 2008

TO: Board of County Commissioners

DEPARTMENT: Public Works

PRESENTED BY: Daniel Hurley

AGENDA ITEM TITLE: ORDER IN THE MATTER OF AWARDING A PROFESSIONAL SERVICES CONTRACT TO EGR & ASSOCIATES FOR ENVIRONMENTAL CONSULTATION SERVICES AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT

I. MOTION

MOVE APPROVAL OF ORDER AWARDING A PROFESSIONAL SERVICES CONTRACT TO EGR & ASSOCIATES FOR ENVIRONMENTAL CONSULTATION SERVICES AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT

II. AGENDA ITEM SUMMARY

The Board is being asked to approve a contract for Environmental Consultation Services to enable ongoing development of Public Works projects in regulated environments and continued environmental monitoring of wetland mitigation sites. The consulting firm will be utilized for some or all of the following:

- Evaluation of environmental attributes
- Evaluation of mitigation opportunities
- Permit applications
- Development of mitigation plans
- Mitigation construction management
- Mitigation monitoring and reporting
- Wetland delineation
- Biological Assessment
- Threatened and endangered species
- Other Lane County projects as mutually agreed upon

The proposed contract provides for a three year contract, at a minimum of \$5,000 per

year, up to a maximum of \$300,000 over the life of the contract.

III. BACKGROUND/IMPLICATIONS OF ACTION

Lane County requires the services of external consultants for environmental consultation for both the Waste Management Division and the Engineering and Construction Services Division of the Public Works Department. Lane County does not possess all of the internal capability and expertise necessary to address the broad scope of issues related to impacts to environmentally sensitive habitats such as wetlands and in-water areas. In the past, the Engineering Division and the Waste Management Division have issued multiple professional services requirements contracts for these services.

Waste Management Division anticipates environmental consultation needs for the term of this contract including, but not limited to, the following:

1. **Quamash Prairie.** Lane County owns a 262 acre parcel of land named the Quamash Prairie which serves as the mitigation site for wetlands impacts associated with expansion of the Short Mountain Landfill. There are currently over 85 acres of constructed wetlands at this site requiring monitoring and reporting.
2. **Closed Landfills.** Lane County owns many closed landfills, any of which may need environmental consultation services.
3. **Regulatory Assistance.** Lane County may require assistance to stay in compliance with regulatory requirements related to the operations and development of the Short Mountain Landfill and the outlying closed landfill sites and transfer stations.

The Engineering & Construction Services Division anticipates environmental consultation needs for the term of this contract including, but not limited to, the following:

1. **Capital Improvement Projects.** Environmental permitting, wetland mitigation, fish salvage and release, stormwater management and planning, and site restoration activities associated with various road and bridge improvements.
2. **County Force Projects.** Environmental consultation for projects such as culvert replacements, riparian restoration, and streambank stabilization.
3. **Environmental Compliance.** Environmental consultation for compliance issues such as soil and erosion control, NPDES permits, and TMDL implementation.

A. Policy Issues

The Solid Waste Management Plan, adopted by Ordinance No.10-02 by the Board of County Commissioners in August 2002, states that "minimizing environmental impacts" is a goal for Lane County waste operations.

The environmental consultation services obtained by this contract will enable Lane County to work toward this goal and enable Lane County to adhere to state and federal regulatory guidance for work in wetlands and in-water work areas.

B. Financial and/or Resource Considerations

The funding source for this contract is the Waste Management Division Enterprise Fund, which is developed through the collection of tipping fees, and the Engineering and Construction Services Division budget for Consulting Services, which is funded by the Road Fund. The \$300,000 contract would be split between the Waste Management Division and the Engineering and Construction Services Division, with \$200,000 budgeted for the former, and \$100,000 budgeted for the latter.

C. Analysis

Lane County Waste Management advertised a Request for Professional Services on July 25, 2008. Consultants were asked to prepare proposals demonstrating expertise in assessing environmental attributes, preparing mitigation plans, permitting, monitoring.

The two proposals were received on August 1, 2008.

- EGR & Associates
- PBS Environmental

The proposals were evaluated by a committee consisting of: Daniel Hurley (Sr. Engineering Associate), Michelle Langdon (Engineering Associate), and Don Strunk (Technical Specialist). The proposal evaluation criteria and scoring of each proposal are shown on below:

PROPOSAL EVALUATION

| Criteria | Maximum Possible Point Value | EGR & Associates | PBS Environmental |
|--|------------------------------|------------------|-------------------|
| Professional Qualifications | 40 | 38 | 34 |
| Performance Examples | 40 | 39 | 35 |
| Professional Record | 15 | 13 | 10 |
| Familiarity and availability with the area | 5 | 5 | 4 |
| TOTAL | 100 | 95 | 82 |

Both firms were invited for interviews. Interviews were conducted on September 5, 2008. Daniel Hurley, Michelle Langdon, and Don Strunk sat on the interview panel. The interview evaluation criteria and scoring of each interview are shown on below:

INTERVIEW EVALUATION

| Criteria | Maximum Possible Point Value | EGR & Associates | PBS Environmental |
|--|------------------------------|------------------|-------------------|
| General qualifications (wetlands projects, biological assessments, delineations, permitting) | 30 | 30 | 24 |
| Specialized experience (large projects, other) | 10 | 9 | 7 |
| Proposer's ability to complete work in a timely manner (availability, resources, prioritization) | 10 | 9 | 9 |
| Proposer's professionalism in maintaining working relationships (agencies, other consultants, attitude toward diversity) | 10 | 9 | 9 |
| Proposer's demonstrated concern for cost control | 20 | 17 | 16 |
| Proposer's approach to handling complex environmental issues? (thorough, skilled, reasonable) | 20 | 18 | 17 |
| TOTAL | 100 | 92 | 83 |

EGR & Associates scored highest on both the proposal evaluations and the interviews.

D. Alternatives/Options

The Board may accept the recommendation of the evaluation committee, select another contractor from those that submitted proposals, or not award a contract. If no contract is awarded, Lane County may not be able to fulfill permit requirements necessary for the continued monitoring of wetland mitigation areas.

IV. TIMING/IMPLEMENTATION

If the contract is awarded, the selected contractor will begin work this fall on hydrology monitoring and annual vegetation monitoring of constructed wetland mitigation areas.

V. RECOMMENDATION

The evaluation committee recommends that the professional services contract for Solid Waste Engineering and Technical Services be awarded to EGR & Associates and that the County Administrator be authorized to execute the contract.

VI. FOLLOW-UP

Upon award of the contract, staff will prepare the contract documents and deliver them to the contractor for execution.

VII. ATTACHMENTS

Proposed Board Order
RFPS

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. _____

IN THE MATTER OF AWARDING A
PROFESSIONAL SERVICES CONTRACT
TO EGR & ASSOCIATES FOR
ENVIRONMENTAL CONSULTATION
SERVICES AND AUTHORIZING THE
COUNTY ADMINISTRATOR TO
EXECUTE THE CONTRACT.

WHEREAS, Lane County has need for consultation services to meet the regulatory demands for development of regulated environments, and

WHEREAS, a Request for Proposal was properly prepared and issued, and

WHEREAS, two proposals were received, reviewed and two proposers were interviewed, and

WHEREAS, the most responsive proposer was determined to be EGR & Associates, and

WHEREAS, the parties anticipate EGR & Associates working on a number of separate projects for Lane County and negotiating and agreeing to a separate scope of work for each project;

WHEREAS, the parties anticipate that each mutually agreed upon project will be memorialized in writing and processed as an amendment to a professional services agreement with EGR & Associates; and,

NOW THEREFORE, BE IT HEREBY ORDERED, that EGR & Associates, be awarded a contract for environmental consultation services, as defined in their proposal, in the amount of a minimum of \$5,000 per year and a maximum of \$300,000 over the life of the contract, and it is further

ORDERED, that the County Administrator is authorized to execute a professional services agreement with EGR & Associates, and is also authorized to execute any amendment to that agreement up to a maximum amount of \$300,000.

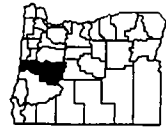
Adopted this _____ day of September, 2008.

Chair, Lane County Board of Commissioners

APPROVED AS TO FORM
Date 9-15-08 Lane County



OFFICE OF LEGAL COUNSEL



LANE COUNTY, OREGON



**PUBLIC WORKS DEPARTMENT
WASTE MANAGEMENT DIVISION**

**REQUEST FOR PROFESSIONAL SERVICES
ENVIRONMENTAL CONSULTATION
SERVICES**

WM 08/09-05

**Proposals Due
August 1, 2008 at 4:00 PM**

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1.0 INVITATION TO PROPOSE

Notice is hereby given that sealed Submittals for **WM 08/09-05** for:

Environmental Consultation Services will be received by Daniel Hurley, Senior Engineering Associate, Lane County Waste Management Division, 3100 E. 17th Avenue, Eugene, Oregon, 97403, until **4:00 p.m. on August 1, 2008.**

The outside of the sealed envelope shall be clearly marked with the Submitter's name, address, phone number, and the opening date.

The Request for Professional Services (RFPS) may be obtained or examined at the Lane County Waste Management Division, 3100 E. 17th Avenue, Eugene, Oregon, 97403. Requests may be made in person, by mail, by telephone at (541) 682-3811, or email at daniel.hurley@co.lane.or.us.

Lane County may reject any Submittals not in compliance with all prescribed public Request for Proposal procedures and requirements, and may reject for good cause any or all submittals upon a finding of Lane County that it is in the public interest to do so.

Daniel Hurley
Public Works/Waste Management Division
Lane County, Oregon

2.0 PURPOSE

The Lane County Department of Public Works provides services to the public through six Divisions including: Waste Management, Engineering & Construction Services, Land Management, Parks, Road Maintenance, and Transportation Planning & Traffic.

The purpose of this RFPS is to obtain environmental consultation services required to support Lane County's Public Works Department operations for the **Waste Management Division** and the **Engineering & Construction Services Division**.

- **Waste Management Division** provides waste management services through a network of transfer sites, closed landfills, and one active landfill.
-
- **Engineering & Construction Services Division** is responsible for planning, designing and constructing capital improvement projects for the Lane County Department of Public Works. The Division also provides engineering and construction services to other County Departments, and external public agency clients that manage, maintain, and plan public improvement programs and projects.

Projects related to these services occasionally impact jurisdictional waters and other regulated environments, which may require permits and/or regulatory approvals.

3.0 SCOPE OF WORK

This contract will be non-exclusive; County may elect to contract with others for any and all services that may or may not be defined in this scope of work. Lane County reserves the right to award more than (1) contract through this competitive process. It is expected that projects, which may be pursued during the term of this contract, could include, but not necessarily be limited to, the following:

- Evaluation of environmental attributes
- Evaluation of mitigation opportunities
- Permit applications
- Development of mitigation plans
- Mitigation construction management
- Mitigation monitoring and reporting
- Wetland delineation
- Biological Assessment
- Threatened and endangered species
- Other Lane County projects as mutually agreed upon

Waste Management Division anticipates environmental consultation needs for the term of this contract including, but not limited to, the following:

1. **Quamash Prairie.** Lane County owns a 262 acre parcel of land named the Quamash Prairie which serves at the mitigation site for wetlands impacts associated with expansion of the Short Mountain Landfill. There are currently over 85 acres of constructed wetlands at this site requiring monitoring and reporting.
2. **Closed Landfills.** Lane County owns many closed landfills, any of which may need environmental consultation services.
3. **Regulatory Assistance.** Lane County may require assistance to stay in compliance with regulatory requirements related to the operations and development of the Short Mountain Landfill and the outlying closed landfill sites and transfer stations.

The Engineering & Construction Services Division anticipates environmental consultation needs for the term of this contract including, but not limited to, the following:

1. **Capital Improvement Projects.** Environmental permitting, wetland mitigation, fish salvage and release, stormwater management and planning, and site restoration activities associated with various road and bridge improvements.
2. **County Force Projects.** Environmental consultation for projects such as culvert replacements, riparian restoration, and streambank stabilization.
3. **Environmental Compliance.** Environmental consultation for compliance issues such as soil and erosion control, NPDES permits, and TMDL implementation.

4.0 WORK AUTHORIZATION

The Consultant's work under this contract will be on a project-by-project basis. Work may only commence on a project with a County issued and fully executed Work Authorization Document (WAD). The terms and conditions of the original contract govern all work performed pursuant to a WAD, unless otherwise specified. A sample WAD is included in Appendix D. Each Project will have a maximum monetary limit that will be negotiated by County and the Consultant prior to commencement of any work. The maximum amount may only be exceeded upon prior written approval by County through an amended WAD.

The Work Authorization Document will describe.

- The tasks that are to be performed for the defined project,
- A cost estimate including the consultant hours, identified staff and time of completion, and costs and deliverables for the task item. Cost estimates for each work authorization shall be detailed using the Fee Schedule attached to the contract.

Contractor will execute (3) originals of the Work Authorization Document.

5.0 CONSULTANT AND COUNTY RESPONSIBILITIES

The selected Consultant will be responsible for all services outlined in any Work Authorization Documents that may be forthcoming from this Contract.

The Consultant will:

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

The Consultant shall promptly furnish County with the originals or copies (as requested) of drawings, field notes, designs, computations, surveys in a format that is compatible with the systems of the County, i.e., Microsoft Office, AutoCAD, Eagle Point, and/or Adobe Acrobat (PDF)

The County will:

- Provide Consultant studies and documents pertaining to the site(s).
- Provide Consultant with requested data pertinent to Projects, as contained in County's records.

6.0 PROPOSAL CONTENT

A. GENERAL CONDITIONS

1. County reserves the right, at any time during the solicitation or contract process, to reject any or all proposals or cancel the solicitation, without liability, if there is good cause or if doing so would be in the public interest (Lane Manual 21.118(6)(b)(ii)).
2. County reserves the right to waive any irregularities or informalities in any proposal and to negotiate with any Proposer to further amend, modify, redefine or delineate its proposal.
3. Any firm interested in submitting information for this project who believes that there are specifications contained within this Request for Professional Services (RFPS) which limit competition, may submit written comment to the Director of Public Works no later than five days before the filing deadline.
4. The Proposers should adhere to the format described herein.
5. One copy of the proposal should be submitted to the office of Daniel Hurley, Senior Engineering Associate, Lane County Waste Management Division, 3100 E. 17th Avenue, Eugene, Oregon, 97403, on or before the time and date specified.
6. County intends to select a contractor on the basis of the submittal information provided by each firm and gathered from formal interviews. The number of firms interviewed will be based on the criteria used to evaluate proposals, stated in Appendix E of this Request for Professional Services.
7. Fee information is not a requirement for the submittal. Fee information will not be solicited until after ranking of the Proposers.
8. Contractor selection is anticipated by September 30, 2008.
10. Execution of the Contractor Professional Services Agreement typically occurs within 30 days after selection.

B. CONTENT AND FORMAT

In order to establish readily recognizable common denominators for evaluation, arrange the submittal in the general order described herein,

1. A separate Letter of Transmittal signed by an authorized representative including statements that the Proposer:
 - (a) understands the scope and identifies the types of services to be provided,
 - (b) agrees to all applicable terms and conditions contained in the request and its attachments,
 - (c) certifies per ORS 279A.110 that the firm has not discriminated against

a minority, women or small business enterprises in obtaining any subcontracts, and

(d) that the Proposer and its subcontractors, if selected, will satisfy insurance coverage requirements for the service offered.

2. Professional Qualifications

Demonstrate Proposer's team qualifications and experience relating to the requested services. References may be included in the evaluation of this criterion. Response should address the following:

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

3. Performance Examples

- Similar projects, by type and size, performed within the last three years, that best characterize work quality and cost control.
- Internal procedures and/or policies related to work quality and cost control.
- Management and organizational structure.
- Other on-going projects.
- References of at least 3 former clients with a total of at least 6 project examples to demonstrate contractor's/subcontractors' satisfactory performance in terms of scope, schedule, and budget.

4. Supportive Information

- Proposer's additional project support material (may include graphs, charts, photos, resumes, additional references, etc.).
- Narrative or other support materials that demonstrate understanding of procedures and requirements for a successful project and County/Contractor working relationship.

5. Familiarity with the area and availability

- Identify projects Project Manager has performed in Lane County / Willamette Valley area.

- Statement describing ability to make field visits within short notice.

7.0 SUBMITTAL OF PROPOSALS

Proposals are to be submitted to Daniel Hurley, Senior Engineering Associate, Lane County Waste Management Division, 3100 E 17th Ave., Eugene, Oregon 97403. Inquiries can be made to Daniel Hurley telephone (541) 682-3811 or email daniel.hurley@co.lane.or.us. The envelope containing the Proposal must be clearly marked with the name of the Proposer, Lane County's address and the words "Lane County Environmental Consulting Services". Proposals are due no later than 4:00 PM on August 1, 2008

8.0 SELECTION PROCESS

Each proposal will be evaluated by an Evaluation Committee of Lane County personnel:

- Waste Management Manager
- Engineering Associate
- Technical Specialist
- County Engineer

Evaluation of Proposals will be scored according to the following criteria listed in Appendix E of this document.

Based upon the evaluation of the proposals, the Committee will select Proposers for a formal interview. It is expected that Proposers selected for an interview will be notified by **August 30, 2008** and that interviews will be conducted during the week of **September 8, 2008**.

Based upon the evaluation of the proposals and the interview, the Evaluation Committee will rank the candidates. The County will then solicit a pricing and compensation proposal from the top ranked candidate. The County and the top ranked candidate shall mutually discuss and refine the scope of services and negotiate conditions, including compensation level and performance schedule, based on the Scope of Work. If the County and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is fair to the County, the County will terminate negotiations with the selected candidate. The County may then solicit pricing and compensation information from the next highest ranked candidate and negotiate as above. The negotiation process may continue through successive candidates until an understanding is reached or the County terminates the Consultant contracting process. The County through its Public Works Department will recommend the award of a contract. The final decision of the actual award of a contract rests with the Board of County Commissioners or its authorized representative.

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

1. To reject any and all proposals
2. To issue subsequent Requests for Proposals
3. Not to award a contract for the requested services
4. To waive any irregularities or informalities in any proposal
5. To accept the proposal which Lane County deems to be the most beneficial to the public and Lane County
6. To negotiate with any Proposer to further amend, modify, redefine or delineate its proposal
7. To negotiate and accept, without re-advertising the Request for Professional Services, the proposal of any other Proposer in the event that a contract cannot be negotiated with the selected Proposer.

Proposers will be notified of the Committee's recommendation within two (2) days of Committee's decision, unless more time is needed, and proposers will be notified of any delay.

9.0 APPEAL OF EVALUATION COMMITTEE RECOMMENDATION

Unsuccessful Proposers may protest the award of a contract in accordance with Lane Manual 21.107(14) and 21.105(13). Any protest of award must be filed within seven (7) days of the notice of award.

10.0 CONTRACT PERIOD and AMOUNT

The contract(s) is anticipated to start September 2008 and will cover a 3-year period. The total current value of the contract(s) will not exceed \$300,000. If multiple Contractors are selected, the total current not-to-exceed value will be divided between the selected Contractor(s). The value of work may not be distributed equally between selected Contractors.

**LANE COUNTY, OREGON
PUBLIC WORKS DEPARTMENT
WASTE MANAGEMENT DIVISION**

**REQUEST FOR PROFESSIONAL SERVICES
SOLID WASTE ENGINEERING AND TECHNICAL SERVICES**

APPENDIX A

PROFESSIONAL SERVICES REQUIREMENTS CONTRACT

**LANE COUNTY
PROFESSIONAL SERVICES REQUIREMENTS CONTRACT**

THIS Contract is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, ("COUNTY"), and _____, ("CONTRACTOR").

WHEREAS, COUNTY has need for the type of professional services, knowledge, skills and experience possessed by CONTRACTOR, now, therefore, in consideration of the Schedule of Fees (Attachment A), CONTRACTOR agrees to perform the following professional services:

Environmental Consultation services required to support Lane County's Public Works operations on a project-by-project basis determined by Lane County. Work may only commence on a project by County issued and fully executed Work Authorization Document (WAD). The terms and conditions of the original contract shall govern all work performed pursuant to a WAD, unless otherwise specified

CONTRACTOR agrees to perform contract services from September 1, 2008 through August 31, 2011. Contract services are as set forth in the Request for Professional Services, WM 08/09-05, Environmental Consultation Services

In performing the above services, CONTRACTOR agrees and covenants with COUNTY that:

1. CONTRACTOR will provide the services on a project basis in conformance with COUNTY'S Request for Professional Services, "Environmental Consultation Services" (Attachment B), and CONTRACTOR'S proposal (Attachment C), including, but not limited to, the Schedule of Fees.
2. The need for the work pursuant to this Contract will be determined solely by the COUNTY. When such need is determined, a mutually agreeable scope of work and not-to-exceed cost will be developed on a project basis prior to work commencing on that project.
3. COUNTY agrees to purchase from CONTRACTOR a minimum of \$5,000 of those services COUNTY desires during each year that this Contract is in force, up to a maximum of \$300,000 over the three (3) year term of this Contract. The rates indicated on CONTRACTOR'S Schedule of Fees, apply for all work through December 31, 2009. The Schedule of Fees may be modified by the CONTRACTOR for 2010 and 2011 according to any COLA changes that apply to CONTRACTOR'S entire organization, but in no case by more than the corresponding change in Annual Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-W), West Region for 2009 and 2010, respectively.
4. Payments to the CONTRACTOR will be based on CONTRACTOR'S Schedule of Fees, the mutually agreeable scope of work, and a not-to-exceed cost developed for each project.

CONTRACTOR will provide an itemized statement each month to the COUNTY for work performed during the preceding period. Payment shall be due and owing within thirty (30) days of CONTRACTOR'S submittal of the statement.

5. The performance of this Contract is at CONTRACTOR'S sole risk. The service or services to be rendered under this Contract are those of an independent CONTRACTOR who is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265. CONTRACTOR is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments under this Contract. CONTRACTOR shall require that any subcontractor hired by the CONTRACTOR be similarly responsible.
6. COUNTY may terminate this Contract upon thirty (30) days written notice to CONTRACTOR or upon willful failure or refusal of the CONTRACTOR to perform according to the terms of the Contract. If COUNTY terminates the Contract in the absence of CONTRACTOR'S willful failure or refusal to perform, COUNTY will either allow CONTRACTOR to complete any on-going work under this Contract or will negotiate with CONTRACTOR in good faith to reach mutually agreeable terms for stopping the on-going work.
7. CONTRACTOR may terminate this Contract upon thirty (30) days written notice to COUNTY provided that such notice is received by COUNTY on or before March 15th or on or after October 15th of each calendar year during the term of this Contract. If CONTRACTOR is performing any on-going work under this contract, CONTRACTOR shall complete the work or negotiate with COUNTY in good faith to reach mutually acceptable terms for stopping the on-going work.
8. CONTRACTOR agrees that all work products of CONTRACTOR which result from this Contract are the exclusive property of COUNTY. Reuse by the COUNTY or by others acting through or on behalf of COUNTY of any such work products for purposes beyond the original intent of this Contract without the written permission of CONTRACTOR will be at COUNTY'S sole risk. COUNTY agrees to indemnify and defend CONTRACTOR from all claims, damages, losses, and expenses, including but not limited to, direct, indirect or consequential damages, and attorney's fees, arising out of or related to such unauthorized reuse, subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act.
9. CONTRACTOR will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this Contract payment.
10. CONTRACTOR is not currently employed by COUNTY, and will not be under the direct control of the COUNTY.
11. The CONTRACTOR, its' subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The CONTRACTOR is also an independent contractor for purposes of the Oregon Workers' Compensation Law, ORS Chapter 676, and is solely liable for any Workers' Compensation coverage under this Contract.
12. COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue regulations.
13. The applicable provisions of Lane Manual 21.130, setting forth standard provisions for public contracts, which is attached as Attachment B, are hereby incorporated by reference as it is fully set forth herein.

14. The CONTRACTOR agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney fees and defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the CONTRACTOR'S negligent performance or failure to perform this Contract.
15. CONTRACTOR shall provide all insurance called for on the page entitled Insurance Coverages Required (Attachment B). As evidence of the insurance coverages required by this Contract, the CONTRACTOR shall furnish a certificate of insurance to: Lane County Waste Management Division, 3100 E 17th Ave., Eugene, OR, 97403. The certificate must specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this Contract must be obtained from insurance companies authorized to do business in the State of Oregon. If CONTRACTOR is self-insured under the laws of the State of Oregon, CONTRACTOR shall provide appropriate declarations of coverage.
16. CONTRACTOR shall not cancel, materially change, or not renew insurance coverages. CONTRACTOR shall notify Lane County Risk Manager, 125 E. 8th Avenue, Eugene, OR, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to CONTRACTOR and should CONTRACTOR fail to immediately procure other insurance as specified, COUNTY reserves the right to procure such insurance and to deduct the cost thereof from any sum due CONTRACTOR under this Contract. CONTRACTOR shall maintain insurance bearing on adequacy of performance after completion of the Contract for the full guaranteed period, and should the CONTRACTOR fail to immediately procure such insurance as specified, COUNTY reserves the right to procure such insurance and to charge the cost thereof to CONTRACTOR.
17. Responsibility for payment damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this Contract.
18. By execution of this Contract, CONTRACTOR certifies under penalty of perjury that:
 - a. To the best of CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and
 - b. CONTRACTOR has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
19. CONTRACTOR certifies that CONTRACTOR has obtained and possesses all licenses and permits necessary for the performance of this Contract and that they will be kept valid throughout the term of the Contract.
20. The COUNTY is not be obligated to pay any amount greater than that stated above. Modifications or amendments to this Contract must be in writing and executed by both parties.
21. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, the parties may present their disagreements to a mutually selected mediator. In the event this option is utilized, each party shall bear its own costs for mediation and the parties shall share the cost of the

mediator. If mediation is utilized, the parties shall follow this procedure to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a) The location of the arbitration will be Eugene, Oregon;
 - b) Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
 - c) Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
 - d) Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.
22. Waiver. Failure of the County to enforce any provision of this Contract does not waive or relinquish the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
23. Severability. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are construed and enforced as if the Contract did not contain the particular provision held to be invalid.

EXECUTION

LANE COUNTY, OREGON

CONTRACTOR

BY: _____
Jeff Spartz
County Administrator

Authorized Representative

DATE: _____
Title

DATE: _____

ADDRESS: _____

BUSINESS ID #: _____

FOR INFORMATION ONLY

**LANE COUNTY, OREGON
PUBLIC WORKS DEPARTMENT
WASTE MANAGEMENT DIVISION**

**REQUEST FOR PROFESSIONAL SERVICES
SOLID WASTE ENGINEERING AND TECHNICAL SERVICES**

APPENDIX B

INSURANCE COVERAGES REQUIRED

INSURANCE COVERAGES REQUIRED

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

X **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

| <i>COVERAGES</i> | <i>LIMITS</i> |
|--|---|
| <input type="checkbox"/> Explosion & Collapse | <u>X</u> \$1 million per occurrence |
| <input type="checkbox"/> Underground Hazard | <input type="checkbox"/> Limits of the Oregon Tort Claims Act (ORS 30.370), present limits \$500,000 per occurrence |
| <u>X</u> Products/Completed Operations | |
| <u>X</u> Contractual Liability | <input type="checkbox"/> Other |
| <u>X</u> Broad Form Property Damage | |
| <input type="checkbox"/> Owners' & Contractors' Protective | |

FORM All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

X **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

LIMITS

- X \$1 million per occurrence
- Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence Other

X **PROFESSIONAL LIABILITY** insurance -- with limits not less than \$ 1 million

X **ADDITIONAL INSURED CLAUSE** The liability insurance coverage's required for performance of this contract shall be endorsed to name Lane County and its divisions, its commissioners, officers, agents and employees as additional insureds on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by endorsement, and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

X **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

EMPLOYER'S LIABILITY X Limits of \$500,000.

BUILDER'S RISK insurance special form. Limits to be the value of the contract or \$ _____.

FIDELITY BOND covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$ _____ per employee.

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-4569

**LANE COUNTY, OREGON
PUBLIC WORKS DEPARTMENT
WASTE MANAGEMENT DIVISION**

**REQUEST FOR PROFESSIONAL SERVICES
SOLID WASTE ENGINEERING AND TECHNICAL SERVICES**

APPENDIX C

**LANE MANUAL CHAPTER 21.130
STANDARD PROVISIONS**

STANDARD PROVISIONS

21.130 Standard Contract Provisions.

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final

acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) 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, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not

apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by the public works contract shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), contractors and subcontractors shall pay workers or others performing work contemplated by the contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries in accordance with ORS 279C.830.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(13) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.

(15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(16) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(17) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive

markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(22) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

(23) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(24) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(25) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. *(Revised by Order No. 98-12-2-4, Effective 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06; 08-2-13-1; 2.13.08)*

**LANE COUNTY, OREGON
PUBLIC WORKS DEPARTMENT
WASTE MANAGEMENT DIVISION**

**REQUEST FOR PROFESSIONAL SERVICES
SOLID WASTE ENGINEERING AND TECHNICAL SERVICES**

APPENDIX D

**SAMPLE
WORK AUTHORIZATION DOCUMENT**

WORK AUTHORIZATION DOCUMENT

This Work Authorization Document (WAD) hereby incorporates by reference all terms and conditions contained in the Contract between Lane County and **Consultant Name** effective date _____



Project Number:

Project Name:

**PUBLIC WORKS
WASTE
MANAGEMENT**

Project Description:

Effective Date: _____ **No work shall occur until signed by both parties**

| | |
|--|--|
| Project Account Number (COUNTY) | |
| A. Amount authorized on prior Work Authorizations and Amendments | |
| B. Amount authorized for this Work Authorization | |
| C. Total Amount authorized for all Work Authorizations (A+B) | |
| D. Contract Not-to Exceed Amount | |
| E. Amount Remaining on contract (D-C) | |

Statement of Work is described above, and incorporated by this reference. Except as expressly modified above, all of the original terms of the agreement between the parties remains in full force and effect.

Please include Project Scope, roles and responsibilities, tasks, deliverable(s), deliverable(s) due dates, standards of work acceptance, and task break down, showing hours per task, estimated cost per task, and staff classifications and names assigned to each task. The Work and Billing Rates must be within the scope and described in the underlying contract document and the solicitation.

ACCEPTANCE OF TERMS BY CONSULTANT

Consultant Date
Company Name

APPROVED BY COUNTY

Jeff Spartz Date
County Administrator

**REQUEST FOR PROFESSIONAL SERVICES
SOLID WASTE ENGINEERING AND TECHNICAL SERVICES**

APPENDIX E

PROPOSAL SCORESHEET

PROPOSAL SCORESHEET

Scoring

| | |
|-----------------|---|
| 40 total | Professional Qualifications - Demonstrate Proposer's individual and team qualifications and experience. |
| | Identify Project Manager and key personnel; |
| | Current assignments of key personnel; |
| | Qualifications and relevant individual experience; |
| | Team relevant experience, project manager's experience with interdisciplinary teams. |
| TOTAL | |
| 40 total | Performance examples - Demonstrate work quality, professionalism, and project management. |
| | Work quality; Demonstrate level of services provided and quality of deliverables. |
| | Professionalism; Characterize organizational skills, functionality, and professionalism. |
| | Effective Project Management; Identify example projects performed by Project Manager and identify the tools and methods used to achieve client's needs. |
| TOTAL | |
| 15 total | Professional Record - Identify past record of performance in terms of |
| | Cost control; Identify strategy to maintain control of costs and provide budget updates. |
| | Ability to meet schedules; Identify strategy to keep clients informed on project status and meet project deadlines |
| | Satisfaction of clients. |
| TOTAL | |
| 5 total | Familiarity and availability with the area |
| | Identify projects performed by proposed Team Members in Lane County / Willamette Valley area; |
| | Statement describing ability to make field visits within short notice. |
| TOTAL | |

100 TOTAL