

Request for Proposals

Baker Bay (Ilwaco) Stormwater Infiltration Project

**Green Street | Parking Lot Stormwater Design |
Engineering | Construction Management Assistance**



Issued: November 9, 2018

Proposal Submittal Deadline: December 14, 2018 by 4:00 pm

INTRODUCTION

The Lower Columbia Estuary Partnership (Estuary Partnership) has secured funding from the Washington Department of Ecology (Ecology) to implement a stormwater infiltration project in the City of Ilwaco. The project will take place near the Port of Ilwaco – along Howerton Avenue and the surrounding area (the three large parking lots to the North; streets connecting to Howerton Avenue). Project partners include the City of Ilwaco, which owns Howerton Avenue and the other public streets and rights-of-way, and the Port of Ilwaco, which owns the three large parking lots and land between Howerton Avenue and the marina.



The Estuary Partnership is requesting proposals from individuals, firms, teams or consultants (“Proposer(s)”) to provide stormwater design and engineering services to design and engineer the stormwater infiltration project. The Estuary Partnership will select the Proposer most qualified to perform the services described in the Request of Proposals, and which meets all relevant selection criteria.

The consultant will sign an Estuary Partnership contract and the Estuary Partnership will manage the project.

PROJECT

The project will design, engineer, and help oversee construction of stormwater infiltration facilities in the project area. The project will infiltrate as much stormwater runoff as possible from the project area – within the constraints of budget, parking space retainment, future maintenance, and other local factors. The project also will enhance the pedestrian experience/streetscape along Howerton Avenue. This includes trees, vegetation, and pedestrian/vehicle buffers to better connect the waterfront commercial district to the Discovery Trail and downtown Ilwaco and make it safer and more enjoyable for pedestrians to walk the street.



SCOPE OF WORK

The Estuary Partnership will hire the consultant and the consultant will sign an Estuary Partnership contract. The Estuary Partnership requests proposals for the following scope of work:

- A. Conduct a stormwater infiltration site feasibility analysis that includes examining stormwater sources, existing stormwater infrastructure, parking and traffic patterns, and opportunity areas for stormwater infiltration. Perform any necessary infiltration rate testing. Meet with the Estuary Partnership and Port and City officials on site to discuss project goals, constraints, and opportunities. Attend a project kick-off meeting to identify any other project stakeholders who need to have input into the project and determine the process for that input.
- B. Develop two or three design alternatives (concept level) that maximize stormwater infiltration within the geographic area while addressing project constraints and improving the project streetscape.
- C. Meet with the Estuary Partnership and Port and City officials to review design alternatives (1-2 meetings).
- D. Develop materials for and participate in a community meeting to receive public input into design alternatives.
- E. Work with Estuary Partnership, City, and Port to select a preferred alternative (1-2 meetings).
- F. Conduct stormwater engineering, landscape architecture, and other work necessary to create a 60% design plan set from the selected design alternative (or combination of alternatives) incorporating Estuary Partnership, Port, City, Ecology, and permitting agency feedback.
- G. Provide graphics, documents, infiltration test results, calculations required for permit application submittal.
- H. Develop a final design. Create a final design plan set and construction ready documents.
- I. Provide input into construction staging, scheduling, and contractor selection process.
- J. Provide on-site construction supervision/inspection during five days of the construction process.



Howerton Avenue streetscape photos

PROJECT DELIVERABLES

- Stormwater Infiltration Feasibility Site Analysis Memo. The Stormwater Infiltration Feasibility Site Analysis Memo will describe and detail the feasibility of the project concept.
- Two or three stormwater treatment alternatives (concept-level designs) that maximize stormwater infiltration within project constraints that include a short descriptive paragraph with each concept design.
- A 60% design plan set for the selected concept design (or design combinations).
- Graphics and documents necessary for alternatives analysis, stakeholder meeting, and permit submission.
- A final design, final design plan set, and construction ready documents in an agreed upon format.

ANTICIPATED PROJECT SCHEDULE

Contract Development:	December 2018 – January 2019
Project Start:	January 2019
Site feasibility analysis:	February 2019
Concept design/alternatives development:	March 2019
Project public meeting:	March 2019
Alternatives analysis/selection:	April 2019 – May 2019
Permitting:	May 2019 – July 2019
60% Design plan set:	May 2019
90% Design plan set Final construction documents:	June 2019
Construction bid process:	June 2019 – July 2019
Construction:	To Be Determined

ESTUARY PARTNERSHIP RESPONSIBILITIES

The Estuary Partnership will be responsible for the following work during the project:

- Project management and coordination.
- Coordinating with Port of Ilwaco and City of Ilwaco staff.
- Organizing and leading the public meeting, and all public outreach.
- Developing, submitting, and securing all necessary project permitting.
- Recruiting, selecting, and contracting with the project construction contractor.

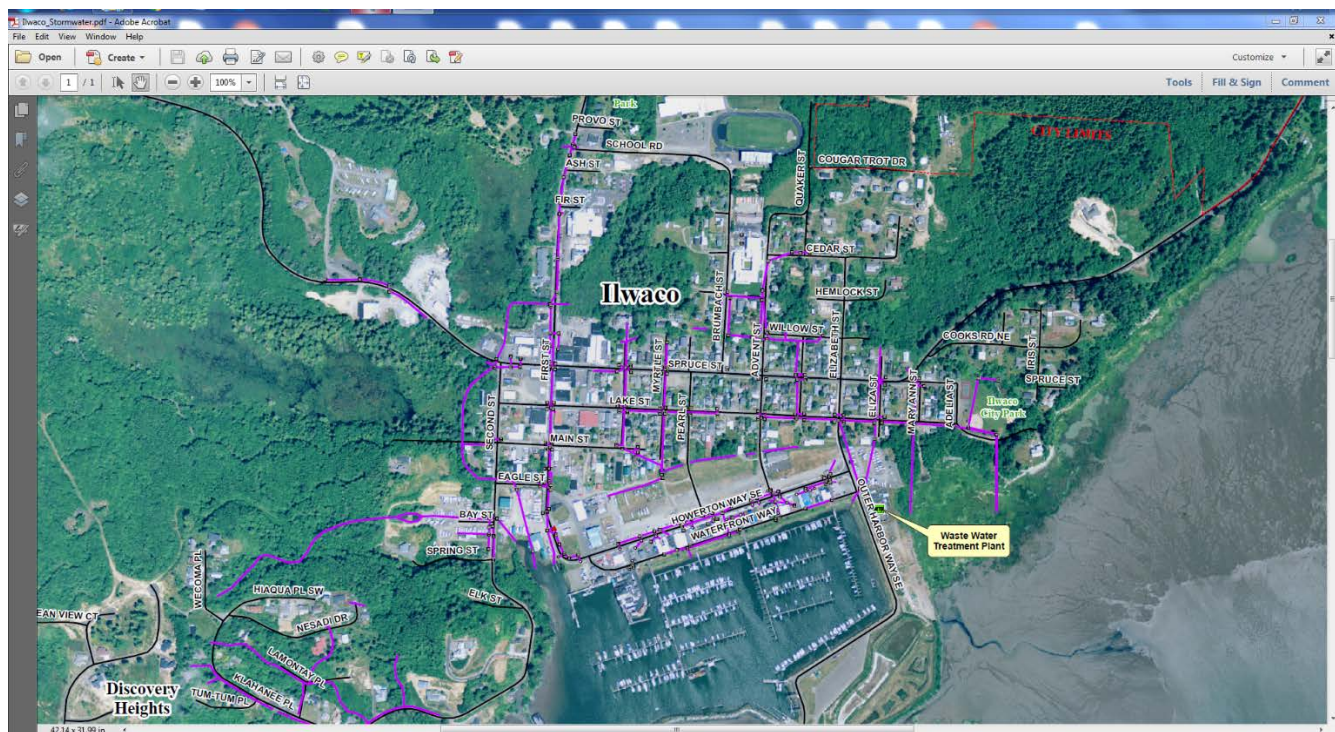
CONTRACTOR EXPERIENCE & QUALIFICATIONS NEEDED

1. Demonstrated experience designing and engineering stormwater infiltration facilities.
2. Experience overseeing stormwater facility construction.
3. Specific expertise designing and engineering green street elements and infiltration facilities within street rights-of-way.
4. Experience with and ability to design to requirements of the most recent version of the Stormwater Management Manual for Western Washington are necessary.
5. Experience working with small communities.

The Estuary Partnership encourages participation from certified Minority, Women, or Emerging Small Business Enterprises (M/W/ESBE) firms.

PROPOSAL SUBMITTAL REQUIREMENTS:

1. Qualifications of firm, and the firm's experience with similar projects and services.
2. Qualifications of staff to be assigned to the project. Experience with similar projects and services. (Resumes of key staff may also be included. Resumes do not count against the page limit.)
3. Experience with similar stormwater design and engineering projects, with green street projects, and with the Stormwater Management Manual for Western Washington.
4. A Proposed Schedule and critical dates indicating availability of the firm.
5. Subcontractors the firm anticipates utilizing, their qualifications and related experience.
6. Drawings or photos from at least two similar completed projects.
7. Contact information for at least three references for similar work.
8. A statement detailing any minority, women-owned, or emerging small business engagement.
9. Proposer's costs (including any required state and local taxes) to implement the anticipated scope of work and provide the project deliverables.



Graphic: Ilwaco stormwater system

PROPOSAL SUBMISSION:

- Proposals shall not exceed 14 single pages, no less than 11-point font.
- Proposals shall be submitted as a single Adobe Acrobat PDF file.
- Proposals shall be submitted via email to the Estuary Partnership Finance Manager at targent@estuarypartnership.org.
- Proposal due date is December 14, 2018 at 4:00 pm
- The Estuary Partnership will provide an email response confirming receipt when proposals are received. Proposals submitted after this date and time will not be considered.

ANTICIPATED BUDGET

The Estuary Partnership has an available budget of \$52,500 (with contingencies) to cover the scope of work and accomplish project deliverables.

PROPOSAL QUESTIONS:

Questions regarding the project, the proposal, or the proposal submission process shall be submitted in writing (via email) to Estuary Partnership Finance Manager Tom Argent (targent@estuarypartnership.org) by 4:00 pm on December 5, 2018.

If the Estuary Partnership determines that a written response is necessary, the response will be provided as an addendum to this RFP on the Estuary Partnership website.

The Estuary Partnership will not respond to verbal questions, or to written questions submitted to other Estuary Partnership employees.

PROPOSAL REVIEW/SELECTION:

Staff from the Estuary Partnership, the Port of Ilwaco, and the City of Ilwaco will evaluate the proposals based on the following qualifications.

- Qualifications of Proposer to perform the services as reflected by technical training and education, general experience, experience in providing the required services, and the qualifications and competence of persons who would be assigned to perform the services.
- Ability to perform the services as reflected by workload and the availability of adequate personnel, financial resources, equipment, and facilities to perform the services expeditiously.
- Past performance of similar work as reflected by the evaluation of others who have retained the services with respect to factors such as control of costs, quality of work, and an ability to meet deadlines.
- Experience, qualifications, and ability to perform stormwater design and construction services.
- Location and availability of key personnel to the site and accessibility of personnel of firm to the Estuary Partnership.
- Costs, including personnel, indirect, fringe, and other overhead rates.

RFP AND CONTRACTOR SELECTION SCHEDULE

RFP Released:	November 9, 2018
Proposal Question Period Closing:	December 5, 2018
Proposal Closing:	December 14, 2018
Notice of Award:	December 21, 2018
Contract Executed (Estimated):	January 18, 2018

CONTRACT SPECIFICS:

The Estuary Partnership will enter into a contract with the selected firm. The Estuary Partnership contract template, including exhibits of federal and Estuary Partnership requirements is included as an Attachment to the RFP. Specific scopes of work, timelines, and deliverables will be based on the Anticipated Scope of Work section within this RFP.

ATTACHMENT:

Example Estuary Partnership Contract



CONTRACT

No. xx-20xx

CONTRACTOR¹ ("Contractor")	Lower Columbia Estuary Partnership ("Estuary Partnership")
<p>Organization: Project Officer: Title: Address: Phone: Fax: E-mail: Citizenship, if applicable: Non-resident alien <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Business Designation (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other</p> <p>Tax ID# _____</p> <p>Certified Minority, Women or Emerging Small Business Firm? <input type="checkbox"/> No <input type="checkbox"/> Yes Number: _____</p>	<p>Project Officer: Debrah Marriott Title: Executive Director Address: Lower Columbia Estuary Partnership 811 SW Naito Parkway, Suite 410 Portland, OR 97204 Phone: (503) 226-1565 x227 Fax: (503) 226-1580 E-mail: dmarriott@estuarypartnership.org</p> <p>Finance Manager: Tom Argent Phone: (503) 226-1565 ext. 242</p>

This Contract is between the **Lower Columbia Estuary Partnership ("Estuary Partnership")**, an Oregon nonprofit corporation, and **[insert name] ("Contractor")**.

TERMS & CONDITIONS

- Effective Date and Duration.** This Contract shall become effective on the date it has been signed by Estuary Partnership. Unless terminated or extended, this Contract shall expire when Estuary Partnership accepts Contractor's completed performance. Expiration or termination shall not extinguish or prejudice Estuary Partnership's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.
- Statement of Work.** The Statement of Work (the "Work"), including the delivery schedule for such Work, is contained in Exhibit A. Contractor agrees to perform the Work in accordance with this Contract.
- Contract Documents.** This Contract includes the attached Exhibits A through E, each of which is incorporated by this reference.

¹ Information in the Contractor Block must be provided prior to Contract approval. This information shall be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification submitted. (See IRS 1099 or 1099-MISC for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 percent backup withholding.

4. **Amendments.** No Term or Condition of this Contract, including the Work, shall be amended without review and written consent by Estuary Partnership. Such amendment shall be made through a formal written amendment, executed by both parties prior to the amendment being implemented.

There may be a one-time adjustment between budget categories of less than 10% of Project Total, set forth in Exhibit B, per contract period, provided that Estuary Partnership receives documentation of and approves in writing the change prior to the adjustment. For consideration, Contractor's written request for change or amendment must be received by Estuary Partnership at least thirty (30) calendar days before the task deliverable or final report is due as set forth in the Statement of Work.

5. Payments and Consideration.

- a) Estuary Partnership agrees to pay Contractor as stipulated in Exhibits A and B for accomplishing the Work.
- b) **Invoicing.** For review and approval by Estuary Partnership, Contractor shall submit an invoice not more often than monthly. It shall itemize and explain all expenses for which reimbursement is claimed pursuant to Exhibits A and B, including itemization of any cost share expended. Invoices must be submitted within 30 days after the completion of the work being billed. Invoices should be submitted not later than ten (10) days after the end of the month. Invoices submitted after the 10th of the month may not be processed until the subsequent month. Each invoice shall include:
- i. name, mailing address and phone number of Contractor
 - ii. Estuary Partnership contract number, invoice date and number
 - iii. performance period
 - iv. itemized expenses by task and budget line as prescribed in Exhibit A and Exhibit B for which funds are claimed including:
 1. rates (inclusive of salary, fringe, and other burdens) and identification of who performed the work: name, title, hours worked, and cost per hour (timesheets or logs are not required)
 2. travel: dates of travel, destination, reason for trip, total mileage and mileage rate, per diem costs
 3. direct expenses, such as equipment, supplies, printing, copying, including what was purchased, the quantity, and cost for how much (attach receipts)
 - v. itemization of cost share, if required and prescribed in Exhibit B and in accordance with Section 5, as applicable
 - vi. contract financial summary outlining the total amount of the approved contract budget, accumulative funds requested and the funds remaining in this Contract at the time the invoice is submitted

Contractor shall send invoices and all deliverables to the **Finance Manager, Lower Columbia River Estuary Partnership, 811 SW Naito Parkway, Suite 410, Portland, OR 97204**

- c) **Disbursement.** If Estuary Partnership finds the invoice documentation is in accordance with requirements of this Contract and if Estuary Partnership accepts the completed work, Estuary Partnership shall disburse the payment to Contractor within thirty (30) calendar days of acceptance. If Estuary Partnership determines that Contractor modified the Work without prior written approval or if the Work is otherwise unacceptable in Estuary Partnership's reasonable judgment, Estuary Partnership is not be obligated to disburse the payment. If Estuary Partnership elects not to disburse the payment, Estuary Partnership shall notify Contractor in writing of the reason for nonpayment. Estuary Partnership may allow Contractor a reasonable time to address Estuary Partnership's reason for nonpayment, and to resubmit a new invoice.
- d) **Excess or Untimely Invoices.** Contractor shall not submit invoices for, and Estuary Partnership shall not pay, any amount in excess of the Maximum Award defined in Exhibit A and B. If Estuary Partnership increases the Maximum Award by amendment, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment shall be made for activities performed before the Begin Date or after the End Date, regardless of the relationship of the activity performed to this Contract.

- e) **Travel and Other Expenses.** Travel shall be allowed only when the travel is essential to the normal discharge of Estuary Partnership's responsibilities. Travel shall be conducted in the most efficient and cost-effective manner resulting in the best value, must be authorized as part of Exhibit A and B. The travel must comply with all the requirements set forth in this section. Personal expenses shall not be authorized at any time. All expenses are included in the Maximum Award. Contractor understands and agrees that travel expenses shall be reimbursed only in accordance with rates approved in advance by Estuary Partnership and in effect at the time the expense was incurred. Current travel reimbursement rates are attached in Exhibit C.
6. **Reports.** Contractor shall prepare and submit all interim progress reports and a final report in accordance with Statement of Work. Contractor agrees to use recycled paper for all reports prepared in accordance with the Statement of Work and to print documents on both sides of paper, unless otherwise stipulated.
7. **Publicity, Release of Information and Work Citation.** Contractor shall not hold press conferences, issue press releases, or otherwise make public statements regarding this Contract or the Work, release reports or make presentations without prior review and written approval from Estuary Partnership. Any such activities as approved by Estuary Partnership shall require the Contractor to indicate that the Work was made possible by Estuary Partnership.
8. **Termination for Convenience.** Estuary Partnership, in its sole discretion, may terminate this Contract, in whole or in part, upon 30 days' prior notice to Contractor.
9. **Termination for Cause – Estuary Partnership.** Estuary Partnership may terminate this Contract, in whole or in part, effective immediately upon notice to Contractor, or at such later date as Estuary Partnership may establish in such notice, upon the occurrence of any of the following events:
- a) **Funding.** Estuary Partnership fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient, in its sole judgment, to pay for Contractor's Work;
 - b) **Laws Modified.** Applicable laws, regulations or guidelines are modified or interpreted in such a way that either the Work is prohibited or of less value, or Estuary Partnership is prohibited from paying for such Work from the planned funding source;
 - c) **License.** Contractor no longer holds necessary license or certificate that is required to perform the Work; or
 - d) **Contractor Failure.** Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Terms & Conditions, fails to perform the Work within the time specified in the Statement of Work or any extension thereof, or fails to pursue the Work as to endanger Contractor's performance in accordance with the Statement of Work, and Contractor fails to address the breach or default within 10 days of notice, or such other time as specified by Estuary Partnership in such notice.
10. **Termination for Cause – Contractor.** The Contractor may terminate this Contract, in whole or in part, effective upon 60 days' prior written notice to Estuary Partnership if Estuary Partnership commits any material breach or default of any covenant, warranty, obligation or agreement under the terms and conditions of this Contract and Estuary Partnership fails to address the breach or default within 10 days of notice, or such longer time as specified by Contractor in such notice.
11. **Remedies.**
- a) **Contractor Remedies.** Contractor's sole and exclusive remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Estuary Partnership pursuant to Section 5, less previous amounts paid and any claim(s) which Estuary Partnership has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall promptly pay any excess to Estuary Partnership upon demand.
 - b) **Estuary Partnership Remedies.** In the event of termination pursuant to Section 9, without limitation, Estuary Partnership shall have any remedy available to it in law or equity. If it is determined for any

reason that Contractor was not in default under Section 9, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 8.

- c) **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Estuary Partnership expressly directs otherwise in such notice of termination. Upon termination of this Contract or at the Estuary Partnership request, Contractor shall deliver to Estuary Partnership all documents, information, research, objects or other tangible components, works-in-progress and other property that are or would be deliverables had the Work been completed.

12. **Records.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Estuary Partnership and its duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment or other termination of this Contract, whichever date is later.
13. **Lobbying and Litigation.** Contractor agrees not to use this Contract to engage in lobbying the Federal Government or litigation against the United States.
14. **Relationship of Parties.** Contractor and Estuary Partnership acknowledge and understand that (i) neither Estuary Partnership nor Contractor is the agent or partner of the other; (ii) this Contract shall not be construed as creating a joint venture between Estuary Partnership and Contractor; (iii) neither Estuary Partnership nor Contractor shall be responsible for the debts or obligations of the other; and (iv) neither Estuary Partnership nor Contractor has the authority to bind or act on behalf of the other.
15. **Indemnity.** Contractor shall defend, hold harmless, and indemnify Estuary Partnership and its officers, directors, members, employees, agents, and other representatives from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses arising out of the acts of the Contractor and its officers, employees, contractors, agents, or other representatives in performing the Exhibit A Work. With respect to any of Contractor's professional services rendered in performing the Exhibit A work, these Section 15 Indemnity provisions shall apply only to the negligent acts of the Contractor and its officers, employees, contractors, agents, or other representatives.
16. **Confidentiality and Proprietary Information.** Contractor shall use "Confidential Information," as defined herein, only to perform the Work. Contractor, its employees and agents, shall not in any manner disclose Confidential Information except for the sharing of such information with its employees or agents (a) who require such information in conjunction with the performance of the Work (b) who agree in writing to be bound by the restrictions of this Section, and (c) for whose conduct Contractor shall be strictly responsible. Contractor shall maintain all Confidential Information in strict confidence and shall take all reasonable precautions to ensure that Confidential Information is not willfully or inadvertently disclosed by it or any of its employees or agents in a manner contrary to this Agreement. In no event shall Contractor or any of its employees or agents use any of the Confidential Information for personal benefit, to the detriment of the Estuary Partnership, to aid in the business of any rival concern or entity or for any purpose other than performing the Work. Notwithstanding the foregoing, Contractor may disclose Confidential Information to a governmental agency or regulatory body to the extent that disclosure is required by law, court order, or subpoena, provided that Contractor shall notify Estuary Partnership promptly after Contractor is notified that disclosure is required.

"Confidential Information" is all of Estuary Partnership's business and operational plans; budgets; grant writing, grant application strategies and the results of research about funding sources; work plans and papers;

work products; funding sources; contacts; specifications; strategies; methodologies; techniques; financial statements and projections; information that Estuary Partnership is legally or contractually obligated to keep confidential; and any other information that Estuary Partnership, in its reasonable discretion, considers to be confidential, proprietary or sensitive; in all instances regardless of whether such information is disclosed orally or in written or electronic form or is derived or prepared by Contractor.²

17. **Attorney Fees.** With respect to any dispute relating to this Contract, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.
18. **Governing Law.** This Contract is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding relating to this Contract (collectively, a "Claim") shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
19. **Independent Contractor; Responsibility for Taxes and Withholding**
 - a) Contractor shall perform all required Work as an independent contractor. Although Estuary Partnership reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed, and (ii) to evaluate the quality of the completed performance, Estuary Partnership cannot and shall not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
 - b) Contractor shall be responsible for all federal, state or other taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Estuary Partnership shall not withhold from such compensation or payments any amount(s) to cover Contractor's federal, state or other tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
20. **Subcontracts and Assignment; Successors and Assigns.** Except as described and approved in Exhibits A and B, Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without Estuary Partnership's prior written consent, which consent may be withheld in Estuary Partnership's sole discretion. In addition to any other provisions Estuary Partnership may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by the terms of this Contract as if the subcontractor were the Contractor. Estuary Partnership's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
21. **No Third Party Beneficiaries.** Estuary Partnership and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons

² Ownership of work product is addressed in Exhibit A. To the extent Contractor co-owns work product, the rights and obligations set forth in this Section shall be interpreted to be consistent with such co-ownership.

unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. **No Warranty by Estuary Partnership; Disclaimer.** Any information provided by Estuary Partnership is provided As-Is, Where-Is, without representation or warranty of any kind. WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY ARE DISCLAIMED.
23. **Merger Clause; Waiver.** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Estuary Partnership to enforce any provision of this Contract shall not constitute a waiver by Estuary Partnership of that or any other provision.
24. **Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail, facsimile, or mailing the same, postage prepaid, to Contractor or Estuary Partnership at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 24. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Estuary Partnership, such facsimile transmission must be confirmed by telephone notice to Estuary Partnership's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
25. **Severability.** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.
26. **Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown at the top of this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) Contractor is a U.S. person (including a U.S. resident alien); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

CONTRACTOR

By: _____

Title: _____

Date: _____

ESTUARY PARTNERSHIP

By: _____

Title: Executive Director

Date: _____

Exhibit A
STATEMENT OF WORK, BUDGET NARRATIVE AND DELIVERABLES

CONTRACTOR: XXXXXX

CONTRACT #

PRINCIPAL PROJECT MANAGER: XXXXXXXX

Begin: On the date this Contract is fully executed and approved by all parties.

In addition to Deliverables outlined by Task, other Deliverables include:

1. Quarterly progress reports, including summary of work and cost-share to date, are due xxxx x, 20xx, xxxx x, 20xx. xxxx x, 20xx, and xxxx x, 20xx.
2. Final documentation, including summary of work and project cost-share, is due xxxxx x, 20xx.

End: When Contractor's completed performance has been accepted by Estuary Partnership **or** on **xxxxx, 20xx**, whichever is sooner.

PROJECT TITLE: XXXXXXXXX

PROJECT DESCRIPTION

PROJECT TOTAL

\$XX,XXX

COST SHARE REQUIRED

☐ Yes, please provide detail in Exhibit A: Task Description and Exhibit B: Budget Detail ☐ None Required

Allowable Sources of Cost Share, if required above.

☐ Federal ☐ Non-Federal

Source of Estuary Partnership Funds

☐ Federal ☐ State ☐ Private ☐ Other

If federal funds are the source of Estuary Partnership funds or the source of required cost share, then procurement processes must meet Federal Contracting Rules, defined in Exhibit E.

OWNERSHIP OF WORK PRODUCT

The indicated provision applies to ownership of the work product resulting from this Contract:

- ☐ All of the Work product/deliverable of Contractor, its employees, agents and contractors that results from this Contract is the exclusive property of Estuary Partnership and Estuary Partnership is deemed the author and as such protected by the copyright law. As such, the Work in whole in or in part may not be reproduced without the expressed written consent of Estuary Partnership and must be cited using generally accepted citation standards. Contractor, its employees, agents and contractors, forever waive any and all rights relating to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. The Contractor may upon written approval of Estuary Partnership use the scientific data, conclusions and recommendations of the Work product(s) pursuant to this Contract for noncommercial educational purposes, including publishing scientific papers. Estuary Partnership must receive recognition in writing as described in Section 7 above for such use or publication; written citation shall follow generally accepted citation standards.
- ☐ The work product/deliverable of Contractor, its employees, agents and contractors that results from this Contract is the result of shared funding and consequently Estuary Partnership and Contractor shall co-own the

work product. Each party is considered a co-author and as such be protected by the copyright law. As such, the Work in whole in or in part may not be reproduced without using generally accepted citation standards.

☐ Ownership clause does not apply.

Task 1. xxxxxxxx

Description: xxxxxx

Budget: Task total is \$xx,xxx. **\$xx,xxx Estuary Partnership** + \$x,xxx cost-share

Schedule: Completed by xxxxx, 200x

WorkProduct/Deliverables: xxxxxxxx

Work Product/Deliverables Due: xxx, 200x

Task 2. xxxxxxxx

Description: xxxxxx

Budget: Task total is \$xx,xxx. **\$xx,xxx Estuary Partnership** + \$x,xxx cost-share

Schedule: Completed by xxxxx, 200x

Work Product/Deliverables: xxxxxxxx

Work Product/Deliverables Due: xxx, 200x

Task 3. xxxxxxxx

Description: xxxxxx

Budget: Task total is \$xx,xxx. **\$xx,xxx Estuary Partnership** + \$x,xxx cost-share

Schedule: Completed by xxxxx, 200x

Work Product/Deliverables: xxxxxxxx

Work Product/Deliverables Due: xxx, 200x

Exhibit B BUDGET DETAIL

CONTRACTOR: XXXXX

CONTRACT # XX-200X

PROJECT TITLE

Budget Detail

[Insert Name of Project and Dates]

Instructions:

Each task in the budget detail should correspond to a task in the Scope of Work.

Complete budget detail for each Task included in the SOW using the expense categories listed below.

Include sufficient description of how expenses were calculated using unit cost where applicable.

Restoration Project Name Estuary Partnership Budget Date	Quantity	Unit	Cost per Unit	Total Cost	Estuary Partnership Expense	Cost Share Expense	Cost Share Source
Task 1.							
Personnel (list by position)				\$0		\$0	
Benefits (list by position)				\$0		\$0	
Supplies and Equipment (list)				\$0		\$0	
Travel (list by purpose)				\$0		\$0	
Contractual (list by service)				\$0		\$0	
Other (include detail)				\$0		\$0	
			Task Subtotal	\$0	\$0	\$0	
Task 2.							
Personnel (list by position)				\$0		\$0	
Benefits (list by position)				\$0		\$0	
Supplies and Equipment (list)				\$0		\$0	
Travel (list by purpose)				\$0		\$0	
Contractual (list by service)				\$0		\$0	
Other (include detail)				\$0		\$0	
			Task Subtotal	\$0	\$0	\$0	
Task 3.							
Personnel (list by position)				\$0		\$0	
Benefits (list by position)				\$0		\$0	
Supplies and Equipment (list)				\$0		\$0	
Travel (list by purpose)				\$0		\$0	
Contractual (list by service)				\$0		\$0	
Other (include detail)				\$0		\$0	
			Task Subtotal	\$0	\$0	\$0	
Task 4.							
Personnel (list by position)				\$0		\$0	
Benefits (list by position)				\$0		\$0	
Supplies and Equipment (list)				\$0		\$0	
Travel (list by purpose)				\$0		\$0	
Contractual (list by service)				\$0		\$0	
Other (include detail)				\$0		\$0	
			Task Subtotal	\$0	\$0	\$0	
Task 5.							
Personnel (list by position)				\$0		\$0	
Benefits (list by position)				\$0		\$0	
Supplies and Equipment (list)				\$0		\$0	
Travel (list by purpose)				\$0		\$0	
Contractual (list by service)				\$0		\$0	
Other (include detail)				\$0		\$0	
			Task Subtotal	\$0	\$0	\$0	
Task 6.							
Personnel (list by position)				\$0		\$0	
Benefits (list by position)				\$0		\$0	
Supplies and Equipment (list)				\$0		\$0	
Travel (list by purpose)				\$0		\$0	
Contractual (list by service)				\$0		\$0	
Other (include detail)				\$0		\$0	
			Task Subtotal	\$0	\$0	\$0	
TOTAL				0	0	0	
PERCENTAGE TOTAL				#DIV/0!	#DIV/0!	#DIV/0!	

Insert budget detail, using template.

Exhibit C

TRAVEL REIMBURSEMENT RATES

For purposes of this Contract, Estuary Partnership adheres to the following rates for travel, meals and lodging.

Mileage. Mileage for travel in a private automobile, while Contractor is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, shall be reimbursed at the prevailing Estuary Partnership rate which is the federal prevailing rate. To qualify for mileage reimbursement, Contractor must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated, whichever is greater. **No mileage reimbursement shall be paid for the use of motorcycles or mopeds.**

Meals. Current per diem rates are \$12.00 breakfast; \$14.00 lunch; and \$26.00 dinner per day. Except in the event of necessary overnight travel as provided below, breakfast and dinner expenses shall be reimbursed only if Contractor, while acting within the course and scope of his/her duties under this Contract, is required to travel more than two (2) hours: (a) beginning before 6:00 am (for breakfast expense reimbursement), or (b) ending after 7:00 pm (for dinner expense reimbursement). Lunch expense is reimbursable only if Contractor, while acting within the course and scope of his/her duties under this Contract, is required to travel overnight and begins or ends the journey, respectively, before or after 11:00 a.m. Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of his/her duties under this Contract.

Lodging. Estuary Partnership shall reimburse Contractor for actual cost of lodging up to \$120.00, excluding local taxes. Exemptions to this limitation must be approved by the Estuary Partnership in advance of incurrence. Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

Other Travel Expenses. In addition to meals and lodging, travel expenses shall be reimbursed for airfare and rental vehicles only if Contractor is acting within the course and scope of his/her duties under this Contract. Receipts are required for all out-of-state travel expenses except meals and other incidental expenditures of less than \$25.00 per item. Incidental items included but are not limited to: parking, highway tolls, taxi cabs, and transit fares. Such items must be itemized for reimbursement. All Estuary Partnership representatives shall fly "coach class," unless Contractor pays the difference. Airfare must be the lowest fare available at the time the travel arrangements are made. Estuary Partnership encourages travel by mass transit where practicable.

Exhibit D INSURANCE

During the term of this Contract, Contractor shall maintain at its own expense each insurance noted below marked with an "X":

1. ☒ **Required by Estuary Partnership of contractors with one or more workers, as defined by ORS 656.027.**

Workers' Compensation insurance in compliance with applicable state law. Estuary Partnership shall not assume workers' compensation coverage for contract employees, and CONTRACTOR AGREES TO INDEMNIFY AND DEFEND ESTUARY PARTNERSHIP FROM AND AGAINST CLAIMS, LOSSES, OR LIABILITY OF ANY GOVERNMENT ARISING FROM OR RELATED TO CONTRACTOR'S FAILURE TO PROVIDE SUCH INSURANCE COVERAGE.

2. ☒ **Required by Estuary Partnership** ☐ **Not required by Estuary Partnership.**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than ☐ \$200,000, ☐ \$500,000, ☒ \$1,000,000, or ☐ \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. ☒ **Required by Estuary Partnership** ☐ **Not required by Estuary Partnership.**

General Liability insurance with a combined single limit, or the equivalent, of not less than ☐ \$200,000, ☐ \$500,000, ☒ \$1,000,000, or ☐ \$2,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that Estuary Partnership officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

4. ☒ **Required by Estuary Partnership** ☐ **Not required by Estuary Partnership.**

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than ☐ Oregon Financial Responsibility Law (ORS 806.060), ☐ \$200,000, ☒ \$500,000, or ☐ \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. ☐ **Government Agency – Self Insurance Permitted**

6. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to Estuary Partnership.

7. **Proof of Insurance.** As evidence of the insurance coverages required by this Contract, Estuary Partnership may require the Contractor furnish acceptable insurance certificates to Estuary Partnership prior to commencing the work. The certificate shall specify all of the parties who are Additional Insureds. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Exhibit E

COMPLIANCE WITH FEDERAL CONTRACTING RULES

Compliance with Federal Law and Contracting Rules.

Contracts whose funding is identified in Exhibit A of Contract as federal must comply with each provision below.

Payment. Estuary Partnership shall disburse funds in accordance with the terms and conditions of this Contract and the Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (commonly called "Uniform Guidance"), as applicable.

Compliance with Laws. Contractor shall comply with all other local, state, and federal laws, rules, regulations, and guidelines to which it or this Contract may be subject (the "Laws"), including but not limited to the applicable provisions of 40 CFR Chapter 1, Subchapter B, applicable Office of Management and Budget ("OMB") circulars. The inclusion of any specific legal requirements under any of the Laws in these Terms & Conditions does not relieve the Contractor of any of its other obligations under any of the Laws. Contractor further agrees to keep current on any changes in any of the Laws.

Property. Contractor agrees to comply with all applicable provisions of OMB Circular A-110 relating to property, equipment, and supplies acquired with this Contract. Contractor is subject to all provisions of OMB Circular A-110 relating to intangible property rights, including but not limited to, the provision relating to the reservation by the EPA of a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any copyrighted work produced by this Contract for federal purposes, and to authorize others to do so.

Procurement Responsibilities. Contractor agrees to comply with the procurement requirements mandated by the EPA in its Cooperative Agreement with Estuary Partnership, and the procurement procedures listed in OMB Circular A-110. Contractor shall ensure that the applicable contract provisions listed in Appendix A of OMB Circular A-110 are included in any contract awarded by Contractor.