



Lincoln County

REQUEST FOR PROPOSAL FOR PROJECT MANAGEMENT SERVICES

**Re: Professional Services for Planning and Construction of the
Commons for Lincoln County, Oregon**

Issue Date: August 14, 2025
Issuing Office: Lincoln County
Contact: Kristin Yuille, County Counsel
Address: 225 West Olive St. Rm. 110, Newport, Oregon 97365
Phone: 541-265-4108
E-mail: kyuille@co.lincoln.or.us

GENERAL INFORMATION

1. General Information

This Request for Proposals (“RFP”) is being issued by Lincoln County, Oregon for professional services to assist the County with the planning and construction of a new Commons consistent with the Commons Revised Master Plan as may be modified by the County during this Project. [Revised-Master-Plan-for-the-Lincoln-County-Commons---February-2019-PDF](#)

Qualified individuals or firms with experience in construction project management to coordinate and manage the building process as a member of a team with the County, Architect, Engineers, General Contractor or CM/GC and project consultants. The Construction Project Management firm should be skilled in all aspects of construction project management, in developing schedules, preparing construction estimates, performing value engineering and life-cycle costing, analyzing alternative designs, studying labor conditions, understanding construction methods and techniques, performing constructability reviews, sequencing of work, and coordinating and communicating construction activities throughout all phases to all members of the construction team, and with an interest in making their services available to the County are invited to respond to this RFP. Respondents mean the individuals or firms that submit proposals in response to this RFP. It is understood that the selected respondent acting as an individual, partnership, or corporation or other legal entity is licensed and capable of providing the specified services. The respondent shall be financially solvent and each of its members, if a joint venture, its employees, agents, or sub-contractors of any tier, shall be competent to perform the services required under this RFP.

2. General Proposer Requirements

Any respondent submitting a proposal must meet the following minimum requirements:

- A. All Proposers must be licensed to perform business in the State of Oregon and properly licensed to perform the services described in this RFP;
- B. All Proposers must be experienced in those services requested of County;
- C. All Proposers must agree to execute County's Professional Services Agreement, if awarded (See Appendix A); and
- D. All Proposers must carry required insurance, naming County as an additional insured.

3. Optional Site Tour:

For potential and interested candidates, an optional site tour will be held on the following:

Date: Tuesday, August 26, 2025 at 10:00 AM

Place: Lincoln County Commons, 633 NE 3rd Street, Newport, OR

4. Project Description

Lincoln County, Oregon, is seeking bids for professional services to assist the County with the construction of a new Commons assist the County with the planning and construction of a new Commons consistent with the Commons Revised Master Plan as may be modified by the County during this Project. [Revised-Master-Plan-for-the-Lincoln-County-Commons---February-2019-PDF](#)

Anticipated services are identified below, but is not a comprehensive list:

A. Scope of Project Management Services and Timeline for Commons Project

Throughout the Scope of Work, Contractor shall meet the highest standards prevalent in the project management industry.

PRE-CONSTRUCTION PHASE: Potential start date of November 2025

1. Develop a program schedule to identify the duration for each element of the project during the pre- construction, construction and post-construction phases of the work.
2. Assist Lincoln County staff in finalizing a written program for the intended construction.
3. Develop a program budget to identify the hard and soft costs for the proposed elements of the Project. The hard costs comprise of the construction and any possible hazardous material abatement. The soft costs identified could possibly include geotechnical, architectural, engineering, special inspections, hazardous material survey, furniture furnishings and equipment, permit and system development fees, etc.
4. Assist the County in determining the best method to complete the Project, whether a traditional design/build, Construction Management/General Contractor, or other alternative, consistent with Oregon and Lincoln County Public Contracting Laws and Regulations.
 - a If required, assist Lincoln County in negotiating architectural RFP and contract.

- b If required, Assist Lincoln County in preparing criteria for bidding and develop a pre-qualified list of bidders or preparing an RFP for CM/GC services.
 - c If required Assist Lincoln County in selecting awardees and negotiating terms of the construction contractor or CM/GC contract.
 - d If required preparing bid analysis and making recommendations to the Lincoln County for award of contracts, as needed.
 - e If required, assist in developing alternative design/construction methodology.
 - f If required assist Lincoln County in selecting and retaining professional services of a surveyor, special consultants and testing laboratories; and coordinating these services.
 - g If required, assist Lincoln County in determining and scheduling Lincoln County provided work and standards. (i.e. data, telephone, hazardous material abatement, security, card lock, etc).
5. From the pre-construction phase of the program schedule, develop a schedule for the design phase incorporating all the necessary activities. Monitor schedule to ensure design activities adhere to the schedule.
 6. Develop computerized list of all Owner furnished contractor installed items. List to include item description location and cost. Compile information on all equipment and coordinate with architect to ensure the correct rough in is shown on drawings. Provide information to general contractor to ensure proper installation.
 7. Review design development drawings to ensure adherence to program narrative.
 8. Prepare a complete plan review of the working drawings and specifications and recommend alternative solutions whenever necessary.
 9. Assist Lincoln County in negotiations with the utility companies as well as city, state, federal and other entities during the pre-construction phase to ensure proper compliance with entity requirements.
 10. Assist Lincoln County in researching possible energy savings with State and Utility Companies' programs.
 11. Assist Lincoln County in Value Engineering efforts.

CONSTRUCTION PHASE: Potential start date of April 2026

1. Coordinate with the Lincoln County purchasing officer and or others to ensure all owner furnished equipment satisfy Lincoln County needs, are ordered timely, within budget, and delivered in a coordinated timely manner to the construction site.
2. As needed coordinate the work of Lincoln County's separate contractors with the activities and responsibilities of the Architect and/or Construction Manager and General Contractor to complete the project in accordance with Lincoln County's objectives of cost, time and quality. Coordinate schedule of activities between contractor and Lincoln County's designated personnel during

- construction so as to: 1) Minimize interference with existing operations, and 2) Avoid unnecessary delays in the work of the contractor.
3. Conduct on-site observations and spot checks of the work in progress. Monitor conformance of work, materials and equipment with the contract documents. Require that any defective work be corrected.
 4. Confirm that the architect or other consultants provide additional details or information if, and when, required at the site for proper execution of the work. Become acquainted with standard or reference specifications referred to in the specifications.
 5. Consider and evaluate suggestions or recommendations which may be submitted by the contractor and report them with recommendations to the architect and to Lincoln County for consideration.
 6. Monitor the work of the contractors, AE or CM/CG team members, and or other consultants to guard Lincoln County against defect and deficiencies in the work and or services being provided without duplicating or assuming any of the architect's customary, contractual or legal responsibilities.
 7. Consult with the architect and Lincoln County if the contractor requests interpretations of the meaning and intent of the drawings and specifications.
 8. Assist the architect in establishing and implementing procedures for expediting approval of shop drawings and samples.
 9. Maintain a construction schedule review and be alert to conditions which may cause delay in completion and report same to Lincoln County. Submit project updates on a regular basis.
 10. Maintain liaison with the contractor and all subcontractors on the project only through the contractor's superintendent, and or project manager.
 11. Schedule and conduct regular progress meetings at which contractors, architect or CM/CG and Lincoln County's representative can discuss jointly such matters as procedure, progress, problems and schedule. Help formulate action plans for resolution of construction problems or conflicts.
 12. Assist the General Contractor in ensuring that tests at the project site which are required by the contract documents are actually conducted and adequate records and reports are being provided to the Lincoln County.
 13. Review special inspections tests and reports to determine that work is in compliance with the requirements of the contract documents.
 14. Provide regular monitoring of the approved estimate of construction costs and issue a monthly budget update.
 15. Review change orders, requests for information, field orders and job instructions. Report possible deficiencies to Lincoln County.
 16. Review and process applications for payment by contractors.
 17. Coordinate system start-up, training, testing and acceptance of building systems and equipment with Lincoln County's designated personnel.
 18. Maintain orderly files for 1) Schedules, 2) Budget, 3) Shop drawings/Submittals, 4) Payment Applications, 5) Correspondence, 6) Meetings/Minutes, 7) Job site reports, 8) Test reports, 9) Jurisdictional inspections/correction reports, 10) Jurisdictional final inspection notices, 11) Punch lists and 12) Reproductions of

original contract documents including all addenda, change orders and supplementary drawings issued subsequent to the award of the contract.

POST-CONSTRUCTION PHASE: Substantial Completion Date, June 1, 2027

1. Check each item on the punch list as it is corrected after substantial completion.
 2. Insure that all project close-out items (i.e. bonds, warranties, as-built drawings, jurisdictional final inspection reports, certificate of substantial completion etc.) have been received from the contractor prior to final payment.
 3. Document any possibilities of claims for damage to work completed prior to occupancy if Lincoln County occupies the project or a portion thereof prior to final completion of the work by the contractor.
 4. Provide Assistance with determining the estimated amount of funds needed and corresponding issue.
 5. Prepare and review bond orders, indentures, escrow deposit agreements for debt issuance;
 6. Assist the County with informational requirements for a bond rating and advice on the desirability of an Issuer presentation to the rating agencies;
 7. Attend meetings held by county departments or the Board of Commissioners as needed when establishing terms and authorizing debt issue.
- 5. Purpose:** This RFP is to contract for professional services to be provided to Lincoln County.
- 6. Who May Respond:** All proposers are invited to respond to this RFP by submitting a proposal consistent with the terms and conditions, and specifications stated herein fulfill requirements of state licensing in Oregon.
- 7. Instructions on Proposal Submission:**
- A. Closing submission Date. Proposals must be submitted no later than **5:00pm on Friday, September 12, 2025.**
 - B. Inquiries and submission of proposals concerning this RFP should be made to:
Kristin Yuille
County Counsel
Lincoln County
225 West Olive St., Room 110
Newport, OR 97365
541-265-4108
kyuille@co.lincoln.or.us

- C. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Proposers and will not be reimbursed by the Lincoln County.
- D. It is the responsibility of the proposers to ensure timely submission. Late proposals will not be considered.
- E. Lincoln County reserves the right to reject any and all proposals received that are not in compliance with all prescribed public bidding procedures and requirements. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.
- F. It is anticipated that the selection process will be completed within two weeks of the closing date from the receipt of proposals, however this timeline may be adjusted based on the proposals submitted, County staffing and workflow requirements. Upon conclusion of final negotiations all proposers will be informed in writing.

8. Proposal Contents

Response Format / Submittal Requirements:

The proposal must be organized according to the following format. Information should be concise and specific to address each request. Include a table of contents and tabs to organize the material in the following order.

1. Letter of Interest: To be no more than two (2) pages long. The letter of interest may contain any information not shown elsewhere in the submittals and should answer the specific question of the Selection Criteria, item 7, page 4.
2. Qualifications of the Firm: To be no more than one (1) page. Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs and the dollar value of each.
3. Presentation of the Project Manager: To be no more than one (1) page. Describe the proposed Project Manager and all persons being proposed for the project. Provide the qualifications of the individuals who have been identified. Include length of time they have been with the firm, a description of the experience they have completed and any other information the selection committee might find useful in evaluating the qualifications of the team.
4. Specific Project Experience: To be no more than one (1) page. List recent construction projects your firm has completed in the region that are specifically relevant to the proposed scope of the project.
5. Quality Control: To be no more than one (1) page. Provide a brief summary of your firm's approach to quality control during construction and pre-construction services.
6. Claims / disputes / litigation: Identify all unresolved and ongoing claims and disputes against your firm in excess of \$100,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of such litigation, including the outcomes, for the past five years.
7. Fee: Provide a typical fee schedule or submit the Appendix E pricing sheet.

8. Signed Proposer Representations and Certifications Form (Appendix D)

9. Evaluation

A review team comprised of Lincoln County employees will evaluate each firm’s submission based upon the criteria stated in this Request for Proposals and the ability to execute the services. The top application or applications will be invited to make oral presentations of their proposals to the evaluation team. Following the evaluation process, the team will then select the firms that the County considers most qualified. The successful Proposer will be requested to enter into a contract substantially similar to the Services Contract attached as Appendix C. The County reserves the right to negotiate modifications to Statements of Proposals and subsequent Lincoln County Services Contract that it deems acceptable. The County reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient. Firms will be evaluated in accordance with the criteria listed below. All criteria will be graded on a point scale as listed below, with 8 being the lowest score possible score.

Category	Rating
1. Specialized Experience	1 - 10
2. Resources Available	1 - 10
3. Past Record and References	1 - 10
4. Ownership Status and Employment Practices	1 - 10
5. Availability and Familiarity with Lincoln County	1 - 20
6. Techniques and Fee Schedule	1 - 10
7. Statement of Reasoning	1 - 20
8. Met ALL Proposal Requirements in RFQ	1 - 10
TOTAL SCALE SCORE	8 - 100

10. Schedule of Events

The County anticipates the following general timeline for receiving and evaluating the proposals and selecting a consultant. This schedule is subject to change if it is in County's best interest to do so.

Posting of RFP	8-14-2025
Deadline for Clarifications/Questions/Changes to RFP	8-25-2025
Deadline for Protests of RFP	8-29-2025
Proposals Due	9-12-2025
Evaluations of Proposals Complete	10-3-2025
BOC Review and Posting of Notice of Intent to Award	10-15-2025
Deadline for Protests to Award	7 days later
Contract Entry	11-1-2025

11. RFP Clarification, Protests and Addenda

- A. Informal Questions or Requests for Clarification. Any proposer requiring clarification of the information provided in this RFP may submit specific questions or comments in writing to the contact set forth in paragraph 7B of this RFP. The deadline for submitting such questions is set forth in paragraph 8.
- B. Protest. Any proposer wishing to protest this RFP or specifications, or terms contained in the solicitation documents, must submit such protests to the contact set forth in paragraph 6C. The deadline for submitting such protests is set forth in paragraph 10. The proposer's written protest must include all of the following and otherwise comply with OAR 137-049-0260(3):
- i. A detailed statement of the legal and factual grounds for the protest;
 - ii. flawed description of the resulting prejudice to the proposer;
 - iii. A statement of the desired changes to the terms and conditions, including any specifications; and marking of the protest as follows: "RFP Provision Protest" with sufficient information to identify the solicitation that is the subject of the protest.
- C. Addenda. County reserves the right to make changes to the RFP by written addenda. If County determines that a change or clarification to the solicitation documents is necessary, such information, clarification, or interpretation will be supplied in a written addendum, posted to County's website at <https://www.co.lincoln.or.us>
- i. Proposers should consult County's website regularly until the proposal due date and time to assure that they have not missed any addendum announcements. By submitting a proposal, each proposer thereby agrees that it accepts all risks, and waives all claims, associated with or related to its failure to obtain addendum information. Proposers will also be required to acknowledge receipt of each addendum in writing as part of their proposals. Additionally, County will send addenda to all prospective proposers known to have obtained the solicitation documents at the time addenda is issued. Statements made by County's representatives, including but not limited to oral or written responses to a request for clarification, are not binding on County unless confirmed by written addendum.
 - ii. No addenda will be issued later than five days before the date that proposals are due, except an addendum, if County deems necessary, postponing the due date for proposals, withdrawing the RFP, or modifying elements of the RFP resulting from delayed process.

12. Confidentiality

County is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires County to disclose all records generated or received in the transaction of County business, except as expressly exempted under ORS 192.338 to 192.355, or other applicable law. Pursuant to ORS 279C.107, County need not open proposals for public inspection until after execution of the contract(s) awarded under this RFP. Thereafter, County will not disclose records submitted by a proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

The proposer must mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and must segregate those pages in the following manner:

- A. Such pages must be clearly marked "Confidential" on each page of the confidential document
- B. Proposer must separate confidential pages from its other proposal pages by providing the confidential pages to County in a separate envelope or package. Proposer must separate confidential pages from its other proposal pages by providing the confidential pages to County in a separate e-mail file attachment.
- C. In its proposal, proposer must cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
- D. Subsections (A) and (B) above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
- E. Proposers may not mark an entire proposal confidential. Should a proposal be submitted in this manner, County will hold no portion of the proposal as confidential, unless such a portion is segregated as required under subsection (B) above and is determined exempt from Oregon Public Records Law.

Notwithstanding the above procedures, County reserves the right to disclose information that County determines, in its sole discretion, is not exempt from disclosure or that County is directed to disclose by the district attorney or a court of competent jurisdiction.

Prior to disclosing such information, County will make reasonable attempts to notify the Proposer of the pending disclosure.

13. Cancellation

County reserves the right to cancel this RFP at any time or to reject any or all proposals if County determines that doing so is in the public interest.

14. Late Proposals

All proposals that are not received by the proposal due date in paragraph 10 will not be

considered and will be returned unopened to the Proposer(s). Phone and facsimile proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within County's internal distribution or email systems, do not excuse the Proposer's responsibility for submitting the proposal to the correct location by the proposal due date.

15. Disputes

In case of any doubt or differences of opinion as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of County shall be final and binding upon all parties.

16. Proposer's Representation

Each proposer, by the act of submitting its proposal, represents that:

- A. It has read and understands the proposal documents and its proposal is made in accordance therewith;
- B. It has familiarized itself with the local conditions and regulations under which services solicited in this RFP will be performed;
- C. Its proposal is based upon the requirements described in the RFP without exception, unless clearly stated in the response.

17. Conditions of Submittal

By the act of submitting a proposal in response to this RFP, the proposer certifies that:

- A. To its best knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or part by County, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the proposer's response to this solicitation.
- B. The proposer is of lawful age (if an individual); is the only one interested in this proposal; and no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
- C. The proposer has quality experience providing requested services in a capacity similar to the duties outlined within the scope of services.

18. Cost of Request for Proposals and Associated Responses

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP. County is not liable to any proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a proposal.

19. County Requests for Clarification, Additional Research, and Revisions

County reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the proposal.

County may obtain information from any legal source for clarification of any proposal or for information of any proposer. County need not inform the proposer of any intent to perform additional research in this respect or of any information thereby received.

County may perform, at its sole option, investigations of the responsible proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by County, become part of the public records, and may be disclosed accordingly. County reserves the right to request clarifications of proposals after the submission of proposals and before award.

20. Rejection of Proposals

County reserves the right to reject any or all proposals received as a result of this RFP if County determines that rejection is in the public interest. Reasons for proposal rejection may include but are not limited to the following:

- A. Failure of the proposer to adhere to one or more of the provisions established in the RFP.
- B. Failure of the proposer to submit a proposal in the format specified herein.
- C. Failure of the proposer to submit a proposal within the time requirements established herein.
- D. Failure of the proposer to adhere to ethical and professional standards before, during, or following the proposal process.
- E. Failure of proposer to otherwise comply with all prescribed public procurement procedures and requirements.

21. Modification or Withdrawal of Proposal by Proposer

Proposals submitted before the proposal due date may only be modified or withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative, prior to the proposal due date and time. Written requests for withdrawal must be so worded as not to reveal material contents of the original proposal.

Withdrawn proposals may be resubmitted up to the proposal due date and time, provided they are then fully in conformance with the RFP.

22. Proposal Ownership

All material submitted for any portion of a proposal in response to this RFP, or during any phase of this solicitation, will become the property of County and will not be returned to proposers.

23. Duration of Proposal

Proposal terms and conditions shall be firm for a period of at least 60 days from the proposal due date. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the 60-day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

24. Affirmative Action/Nondiscrimination

By submitting a proposal, the proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.

25. Tax Compliance

By submitting a proposal, the proposer represents and warrants that the Proposer has complied with the applicable tax laws of this state or a political subdivision of this state, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. The Proposer and any consultants listed on BOLI's List of Ineligibles will be rejected.

26. Prevailing Wage Requirement

By submitting a proposal, the proposer agrees to be bound by and will comply with the provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

27. Savings and Cost Limitations

Any savings realized in performing the Contract awarded under this RFP will accrue to the County unless the Contract provides otherwise. The County will not pay for any amount that exceeds the not to exceed amount established under the Contract except as otherwise provided in the Contract or Amendment.

- A. Waive any or all irregularities in proposals submitted;
- B. Award contracts for any or all parts of the services solicited under this RFP;
- C. Request references and other data to determine responsiveness;
- D. Conduct/Request interviews with any of the proposers, if the Selection Committee decides this is needed in order to distinguish between proposals.

Following evaluations of the proposers, if the County intends to issue an award, County will

provide written notice of its intent to award the contract to the highest-ranked proposer.

28. Protest of Contract Award

A proposer may protest the intent to award a contract in accordance with OAR 137-049-0450, provided:

- A. The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract if that the protest is successful; and
- B. The reason for the protest is:
 - i. All higher-ranked proposals (or, in the event multiple contracts are awarded, a sufficient number of proposals) are non-responsive or failed to meet the requirements of this RFP, or all higher-ranked proposers; or
 - ii. County committed a substantial violation of a provision in this RFP or of an applicable procurement statute or administrative rule, and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been the responsible proposer offering the highest-ranked proposal.
- C. The protest is clearly marked as a protest, includes a description of this RFP, and is delivered to the point of contact and address set forth in paragraph 7B.
- D. All protests of Award must be in writing and physically received no later than 5:00 PM on the deadline for submitting such protests set forth in paragraph 10.
- E. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.
- F. Protests not filed within the time specified in paragraph 10, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based will be dismissed. An issue that could have been raised by request for clarification or protest of the solicitation documents is not a ground for protest of award.
- G. County will resolve all protests in accordance with OAR 137-049-0450.

29. Contract Requirements

County reserves the right to negotiate final terms of a Contract as County determines to be in its best interest.

County will negotiate the Contract once the selection committee has chosen the top-ranked proposer and if BOC subsequently approves the selection. If County cannot come to terms with the top-ranked proposer, County may enter into negotiations with the second-ranked proposer. This process may continue until County reaches an agreement which County deems appropriate for the services.

The award of a contract is accomplished by executing a written Contract that incorporates the proposer's proposal, clarifications, addenda, additions, and insurance. All such materials constitute the contract documents.

APPENDIX A

LINCOLN COUNTY PROFESSIONAL SERVICES CONTRACT

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

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

1. **Effective Date.** This Contract is effective upon execution by all parties and will continue to be in effect until _____, unless extended by mutual written agreement of the parties.

2. **Scope of Work.** Contractor shall perform all services described in Exhibit 1, attached and incorporated herein.

3. **Consideration.** County shall pay Contractor as follows:_____.
The maximum payment under this Contract, including expenses is _____.
Contractor shall submit an invoice to County attn: Finance Department, 210 SW 2nd St, Newport, OR 97365 within 30 days after the work is completed. County shall pay invoice within 30 days of receipt for all work completed and accepted by County.
Notwithstanding any other provision of this Contract, in the event that Contractor fails to submit any required reports when due, or fails to perform or document the performance of contracted services, the County may withhold payments under this Contract. Such withholding of payment for cause shall continue until the Contractor submits required reports, performs the required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of the Contractor.

4. **Authorized Representatives.** The parties designate the following individuals to be their respective authorized representative for all matter with respect to the Work to be performed under this Contract:

<u>Lincoln County</u>	<u>Contractor</u>
Kristin Yuille	name
541-265-4108	phone
541-265-4976 (fax)	fax
kyuille@co.lincoln.or.us	email

5. **Independent Contractor Status.** Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Contract. Under no circumstances shall Contractor be considered an employee of County. Contractor will provide

all tools or equipment necessary to carry out this Contract, and will exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Contract; for payment of any fees, taxes, royalties or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Contract. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to County.

6 Ownership of Work Product. For purposes of this Contract, “Work Product” means all services Contractor delivers or is required to deliver to County pursuant to this Contract. “Contractor Intellectual Property” means any intellectual property owned by Contractor and developed independently from services.

County shall have no rights in any pre-existing Contractor Intellectual Property of Contractor provided to County by Contractor in the performance of this contract except to copy, use and re-use any such Contractor Intellectual Property for County use only. However, all Work Product created by the Contractor as part of Contractor’s performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed “works made for hire” to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County’s reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, 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.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County’s behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

7. **Representations and Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (c) Contractor’s performance under the

Contract shall in accordance with professional standards applicable to the work. The professional standards applicable to this Work shall be defined as the care and skill generally expected of a similar firm, providing similar services on a similar project of similar complexity in the same geographical area.

8. **Records Maintenance.** Contractor shall retain, maintain and keep accessible all records relevant to this Contract (“Records”) for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County’s authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.

9. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following:
 - a. Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the prosecution of the Work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place, pursuant to ORS 279C.505.

 - b. 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 this Contract as the claim becomes due, the County may pay the 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 this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor’s surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590, if Contractor or any first-tier subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10day period that payment is due under ORS 279C.580 through 279C.590. In accordance with ORS 279C.515, a person with any unpaid claim may file a complaint with the Construction Contractor’s Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590.

- c. In accordance with ORS 279C.520, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is 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; (ii) overtime is 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 (iii) work is performed on Saturday and Sunday and legal holidays specified in any applicable collective bargaining agreement or ORS 279C.540. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.
 - d. Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums which the Contractor agrees to pay for the services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for the service. All employers working under this Contract are subject employers that must comply with ORS 656.017, unless exempt under ORS 656.126.
 - e. Contractor shall maintain in effect all licenses, permits and certifications required by state law or County policy for the performance of the Work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
10. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from Lincoln County authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of Lincoln County. County may, at its election and expense, assume its own defense and settlement.
11. **Subcontracting.** 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

County's written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontracts under this Contract a requirement that the subcontractor be bound by this Contract as if subcontractor were Contractor. County's consent to any subcontract under this Contract shall not relieve Contractor of any of its duties or obligations under this Contract. Moreover, approval by the County of a subcontract shall not result in any obligations or liabilities to the County in addition to those set forth in this Contract, including, without limitation, the agreed rates of payment and total consideration. Contractor shall be solely responsible for any and all obligations owing to the subcontractors.

12. **Termination.** This Contract may be terminated as follows:
- a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either County or Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the material breach has not entirely cured the breach within 15 days of the date of the notice, (except as otherwise provided in this section 12(c)). developed an acceptable plan for the cure of the material breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding section 12(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
13. **Payment on Early Termination.** Upon termination pursuant to section 5, payment shall be made as follows:
- a. If terminated under 12(a) or 12(b) for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
 - b. If terminated under 12(c) by the Contractor due to a material breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
 - c. If terminated under 12(c) or 12(d) by the County due to a material breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the

termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

14. **Remedies.** In the event of material breach of this Contract the Parties shall have the following remedies:
 - a. If terminated under 12(c) by the County due to a material breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
 - b. In addition to the remedies in sections 12 and 14 for a material breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the County materially breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
15. **Limitations of Liability.** Except for liability arising under or related to Section 12, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.
16. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
17. **Debt Limitation and Non-Appropriation.** This Contract is expressly subject to the debt limitation for Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative only to that extent. In the event that sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, County's obligation to pay for such Work is subject to approval of future appropriations to fund this Contract by the Lincoln County Board of County Commissioners.
18. **No Third Party Beneficiaries; Successors and Assigns.** The County 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 to provide any benefit or right, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of

the terms of this Contract. Nothing in this Contract is intended to require any party to do or undertake any activity which it is not authorized to do. This Contract shall be binding upon and inure to the benefit of the County, Contractor, and their respective successors and assigns, except that Contractor may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of the County, which consent may be withheld for any reason.

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

20. **Entire Agreement; Waiver.** This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. **Governing Law; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, suit, action, or proceeding (collectively "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Lincoln County Circuit Court of the State of Oregon; provided, however, if the 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.

22. **Attorney Fees.** In the event an action, suit or proceeding, including any and all appeals therefrom, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements incurred as a result of said action, suit, proceeding or appeal.

APPENDIX B
CERTIFICATION OF INSURANCE REQUIREMENTS

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

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

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

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$ 1,000.000 in annual aggregate.
 Required by County Not Required by County
-

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

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.
 If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.
 Required by County Not Required by County
-

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

- If this box is checked, the limits shall be \$1,000,000 per accident.
 If this box is checked, the limits shall be \$5,000,000 per accident.
 Required by County Not Required by County
-

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

- Required by County Not Required by County
-

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

provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage.

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

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

Certificate holder should be:

Certificates of Insurance can be faxed to 541-265-4176 or emailed to GLekas@co.lincoln.or.us

****Note to Contract Originator:** For certain types of contracts additional insurance may be required.

**LINCOLN COUNTY
REQUEST FOR PROPOSALS
APPENDIX C: Proposer Representations and Certifications**

FAILURE TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

OFFEROR NAME: _____

ADDRESS:	_____			City State Zip:	_____
TELEPHONE NUMBER	_____	FAX NUMBER	_____	WEBSITE:	_____
STATE OF INCORPORATION	_____		DATE OF INCORPORATION	_____	
BUSINESS DESIGNATION	<input type="checkbox"/> Corporation	<input type="checkbox"/> S. Corporation	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Partnership	<input type="checkbox"/> Government
	<input type="checkbox"/> Other:				
MWESB CERTIFICATION NUMBER	_____	<input type="checkbox"/> Minority Owned	<input type="checkbox"/> Woman Owned	<input type="checkbox"/> Emerging, Small	<input type="checkbox"/> N/A

ASSURANCES - The Offeror attests that:

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Offeror is a resident proposer, as described in ORS 279A.120, of the State of _____, [insert State] and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110;

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (b);

4. Any false statement may disqualify this offer from further consideration or because of contract termination; and

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Print Name & Title: _____

Date: _____

**LINCOLN COUNTY
REQUEST FOR PROPOSALS
APPENDIX D: Pricing Sheet**

Pricing Sheet

	Names of Key Staff (max 5)	Hrs.	Hourly rate	*Additional Costs	Total
Project Management					
Site Planning, Assessment and Evaluation					
** Procurement Process/Documents and Management					
Additional Services:					

Notes:

** Assume a CM/GC procurement.

