



REQUEST FOR PROPOSALS

Trans Pacific Parkway URA Project
Coos County Road Department

This Request for Proposals Documents includes the following documents, totaling 33 pages:

- This Cover Sheet (1 page)
- Published Request for Proposals (1 page)
- Instructions for Proposers (9 pages)
- Attachment A – Example Statement of Work Tasks (9 pages)
- Proposal Form (4 pages)
- Sample Contract (6 pages)
- Sample Contract Exhibit A (1 page)
- Sample Contract Exhibit B (Statutory Provisions) (2 pages)

Please verify that your copy of the Request for Proposals Documents contains all pages of each of the above-referenced documents.

REQUEST FOR PROPOSALS

Coos County Road Department is seeking proposals from qualified and experienced engineering firms to provide professional services for the Trans Pacific Parkway Improvement Project ("the Project").

The Project extends from the intersection of US101 to the end of the Trans Pacific Parkway, approximately 5.5 miles. The project will include survey, full roadway upgrades including extensions or additions of turn lanes, shoulder widening, guardrail, water quality infrastructure upgrades, railroad crossing upgrades and culvert replacements. Design is expected to begin in Winter 2026 and continue through fall of 2027.

Proposers must demonstrate qualifications and capacity to develop a detailed design and produce bid-ready documents. The selected Consultant will work closely with the County to negotiate the delivery schedule, costs, and final Statement of Work for the construction phase of the project.

Request for Proposals Documents including instructions for proposers, required proposal form, and a sample contract may be obtained by contacting Paul Slater, Public Works Director / Roadmaster, or Jessica Johnson, Business Operations Manager, at the Coos County Road Department Offices, 1281 West Central, Coquille, OR 97423, Ph: (541) 396-7660, or by emailing pslater@co.coos.or.us or jjohnson@co.coos.or.us . The Coos County Road Department's office hours are Monday through Thursday, 7:00 a.m. to 5:30 p.m.

Proposals will be accepted by Bobbi Brooks, Administrative Aide to the Coos County Board of Commissioners' Office, 225 N. Adams, Coquille, OR 97423. Proposals must be submitted in sealed envelopes and must be clearly labeled "**Trans Pacific Parkway Improvement Project**" on the outside of the envelope. No proposals, regardless of method of delivery, will be accepted if not received by **2:00 p.m. on Monday, December 29, 2025**. Proposals will be publicly opened and read immediately after the proposal deadline at the Owen Building located at 201 N. Adams, Coquille, OR 97423.

Date: **December 5, 2025**

John Sweet, Chair
Board of Commissioners

Publish: Daily Journal of Commerce – December 8, 2025

INSTRUCTIONS FOR PROPOSERS

Trans Pacific Parkway Improvement Project Coos County Road Department

READ THESE INSTRUCTIONS CAREFULLY. FAILURE TO FOLLOW THESE INSTRUCTIONS WILL RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT ELIGIBLE FOR CONSIDERATION.

1.0 SOLICITATION AND SUBMISSION REQUIREMENTS

Coos County Road Department is seeking proposals from qualified and experienced engineering firms to provide professional services for the Trans Pacific Parkway Improvement Project ("the Project").

The Project extends from the intersection of US101 to the end of the Trans Pacific Parkway, approximately 5.5 miles. The project will include survey, full roadway upgrades including extensions or additions of turn lanes, shoulder widening, guardrail, water quality infrastructure upgrades, railroad crossing upgrades and a culvert replacement. Design is expected to begin in Winter 2026 and continue through fall of 2027.

Proposers must demonstrate qualifications and capacity to develop a detailed design and produce bid-ready documents. The selected Consultant will work closely with the County to negotiate the delivery schedule, costs, and final Statement of Work for the construction phase of the project. The Services and associated deliverables for the prospective Contract are further described in **Attachment A-Example Statement of Work Tasks**.

The selected Contractor will be required to execute a Personal Service Contract in the form of the proposed attached Sample Contract (including Exhibits A and B) after award by the Coos County Board of Commissioners. Proposers are encouraged to carefully and completely review all of the Request for Proposals Documents, including the proposed Sample Contract, before submitting a proposal.

1.1 ANTICIPATED SOLICITATION SCHEDULE

Dec. 08, 2025		Request for Proposals published
Dec 17, 2025	4:00 pm	Request for Proposals Documents Clarification Request Deadline
Dec. 22 2025	2:00 pm	End of Solicitation Protest Period
Dec. 29, 2025	2:00 pm	Proposal Submission Deadline / Opening of Proposals
Dec. 29, 2025	4:00 pm	First-tier Subcontractor Disclosure Due
Jan. 05, 2026	5:00 pm	Notice of Intent to Award Issued
Jan. 13, 2026	5:00 pm	End of Contract Award Protest Period
Jan. 20, 2026	9:30 am	Anticipated Recommendation of Award of Contract to Board of Commissioners
Jan. 21, 2026	5:00 pm	Notice to Proceed

1.2 TIME AND PLACE OF RECEIVING AND READING PROPOSALS

Proposals will be accepted by Bobbi Brooks, Administrative Aide to the Coos County Board of Commissioners' Office, 225 N. Adams, Coquille, Oregon 97423. Proposals must be submitted in sealed envelopes and must be clearly labeled "**TRANS PACIFIC PARKWAY IMPROVEMENT PROJECT**" on the

outside of the envelope. No proposals, regardless of method of delivery, will be accepted if not received by **2:00 p.m. on Monday, December 29, 2025**. Proposals will be publicly opened and read immediately after the proposal deadline at the Owen Building located at 201 N Adams, Coquille, OR 97423.

1.3 NO ELECTRONIC, FAXED OR LATE PROPOSAL SUBMISSIONS

Misdelivered, late, faxed, and electronically submitted proposals will be considered non-responsive, with no exceptions. Please do not wait until the last minute for delivery. Proposers mailing a proposal should allow normal mail delivery time to ensure timely receipt of their proposals. **Any proposal received after the scheduled closing time for receipt of proposals will not be considered for award of contract.**

1.4 PROPOSAL FORM

To be considered, all proposals **must** be submitted on the attached Proposal Form.

1.5 PROPOSER QUESTIONS

All inquiries, whether relating to the proposal process, administration, deadline, award, or technical aspects of the contract must be **in writing** and directed to contacting Paul Slater, Public Works Director/Roadmaster, 1281 West Central (Physical), 250 N. Baxter Street (Mailing), Coquille, OR 97423, Ph: (541) 396-7660, email: pslater@co.coos.or.us

All questions must be received no later than 4:00 p.m. on December 17, 2025. When appropriate, substantive questions and answers requiring revisions, substitutions, or clarifications of the Request for Proposals Documents will be issued as an official addendum as provided in section 1.6 below.

1.6 ADDENDA

Coos County reserves the right to make changes to the Request for Proposals Documents by written addenda prior to the closing time and date. Changes or clarifications will be transmitted to prospective proposers electronically via e-mail or facsimile. If required by any addenda, proposers must acknowledge receipt of the addenda by signing, dating, and returning a copy of the addenda with the Proposal Form prior to proposal closing. Any proposal submitted without the required addenda attached, signed, and dated will be considered non-responsive and will not be considered for contract award. Coos County is not responsible for a proposer's failure to receive notice of addenda. Any change or modification to the Request for Proposal Documents will be binding on the County only if it is in the form of written addenda issued by the County.

1.7 PUBLIC RECORD

Coos County's business practice is to schedule requests for inspection of any proposal documents after a proposer has been notified of their selection status. If a proposal contains any information that is considered exempt from disclosure under the various grounds specified in Oregon Public Records Law, ORS §§ 192.311–192.478, the proposer must clearly designate any portion of its proposal as exempt, along with a justification and citation to the authority relied upon. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

2.0 PROJECT BACKGROUND AND SCOPE OF SERVICES

2.1 BACKGROUND

Trans Pacific Parkway is currently a two-lane asphalt paved roadway that serves industrial and recreational users. Railroad tracks and above ground utilities parallel the corridor along the entire

length, and one railroad crossing is present along the route. Stormwater infrastructure is present and includes an existing 6' culvert to be replaced in compliance with environmental regulations as applicable. There are a few other small storm drain culverts along the route that will be evaluated and possibly replaced. Adjacent property owners are seeking to increase industrial improvement along the corridor over the long-term which requires roadway upgrades to carry the increased volume of heavy truck traffic. Impact to wetlands and/or flood plains is expected.

The County anticipates that the project will upgrade the existing paved roadway with widened shoulders, turn lanes and upgraded guardrail. Improvements are also expected to include installation of water quality facilities, railroad crossing safety upgrades, signage improvements and upgrades, and utility relocation and/or coordination.

2.2 PHASED DEVELOPMENT PLAN

The County anticipates the contracted services for this project will be a phased development as follows:

- Phase I: Preliminary Engineering, Project Management and Bidding Assistance
- Phase II: Construction Contract Administration, Construction Engineering and Inspection "CA/CEI"

The Contract awarded from this RFP will include Phase I. The County may, at its discretion:

- Amend the Contract to add the next phase (or various elements), or
- Elect to complete subsequent phase tasks with in-house staff, or
- Assign subsequent phase tasks to another consulting firm.

Each added phase or revision will require an amendment to the Contract.

The Contract is anticipated to be effective by January 2026 and is expected to last approximately 2 years. Contingent upon the County's need and Consultant's performance, the County may amend the Contract for additional time as necessary for Project completion.

2.3 SCOPE OF SERVICES

The selected Consultant shall provide professional engineering services to support the design and delivery of the Trans Pacific Parkway Project. An Example Statement of Work for this Project is included in **Attachment A**. The County reserves the right to modify the Statement of Work as necessary to meet County's needs. At a minimum, the selected consultant will be responsible for the following tasks:

1. Project Management and Coordination
Consultant shall provide Project management and coordination throughout the duration of the Project to identify design solutions in coordination with the County. The Consultant shall manage production efforts including administering the contract, monitoring progress, and directing quality control activities.
2. Preliminary Engineering (PE) Design Services
The following section provides an overview of the PE work anticipated to be included as part of the RFP requirements for the Project. Tasks included in this phase include the following:
 - a. The Consultant shall prepare bid-ready drawings, technical specifications, and an engineer's cost estimate for the Project improvements.
 - b. The Consultant shall coordinate with permitting agencies, as applicable
 - c. Provide assistance during the County's contractor solicitation process, including responding to bidder questions and preparing addenda if required.
3. Bidding Assistance
The County will be responsible for tracking and responding to Bidder's Construction questions regarding the bid documents and bid process. However, the County may request clarification or information from consultant to answer Bidder's Construction questions. Requested work from the Consultant may include some or all of the following:
 - a. Make revisions to plans, as needed, for addenda and submit to the County for review and

- distribution
- b. Prepare draft bid addenda and submit to the County for approval. Issue approved bid addenda, if requested.
 - c. Provide additional information regarding submitted bids, only when requested by the County

2.4 TIME FRAME

The selected contractor is expected to enter into a contract for the work described herein immediately after the award of the contract by the Board of Commissioners. Upon submission of all required documents, County will issue a Notice to Proceed to the contractor who thereafter shall be prepared to commence work in coordination with the County.

2.5 PAYMENTS

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with Contract requirements and all applicable standards. The method of compensation will be determined by the County and may be based on any of the following methods (may include more than 1 method – “Mixed”):

- Cost Plus Fixed-fee, up to a maximum NTE amount;
- Fixed Price for all Services; Fixed Price per Deliverable; Fixed Price per Milestone;
- Time and Materials, up to a maximum NTE amount;

2.6 INSURANCE REQUIREMENTS

Insurance is required for this contract. **Proposals must include evidence of the proposer's current insurance coverage, which must meet or exceed the coverage limits specified in the Sample Contract.** It is not necessary for the proof of insurance submitted with the proposal to include any of the endorsements required in the Sample Contract, but **the selected CONTRACTOR must obtain and provide proof of the coverage specified in the Sample Contract, including such endorsements, before the County will issue Notice to Proceed.** Each prospective proposer is encouraged to thoroughly review the insurance requirements and provide the requirements to its insurance carrier prior to submitting a proposal.

2.7 GOVERNING LAW

The contract will be construed according to Oregon law and is subject to the provisions of ORS chapters 279A through 279C and any and all Coos County Ordinances, rules, and regulations relating to public contracting.

2.8 CONTRACT PROVISIONS

Included as part of the Request for Proposals Documents is a copy of a Sample Contract the selected CONTRACTOR is expected to sign. Any proposed alternative provisions must be submitted with the Proposal Form and may be considered for inclusion in the contract, subject to approval by the Coos County Office of Legal Counsel and the Board of Commissioners. However, any proposal **contingent** on alternative provisions will be considered non-responsive.

3.0 PROPOSAL REQUIREMENTS

3.1 TERMS AND CONDITIONS

By submitting a proposal, the selected Proposer agrees to be bound by the attached Sample Contract. Any proposal that is received conditioned on Coos County's acceptance of any other terms and conditions or rights to negotiate will be rejected as non-responsive. Any subsequent negotiated changes are subject to approval by Coos County.

3.2 OREGON PREFERENCE

Each proposal must identify whether the proposer is a resident proposer pursuant to ORS 279A.120. Coos County shall prefer goods and services that have been manufactured or produced in the State

of Oregon if price, fitness, availability, and quality are otherwise equal. Nonresident proposers will be subject to an out-of-state preference penalty equal to the percentage preference given in its state.

3.3 RECYCLED MATERIALS

Coos County shall prefer supplies or materials manufactured from recycled materials.

3.4 NON-DISCRIMINATION

Each proposer must certify that it has not discriminated against minority-owned, emerging, or women-owned businesses in obtaining required subcontracts.

4.0 SUBMITTAL REQUIREMENTS

4.1 FORMAT OF PROPOSAL AND LENGTH LIMITATIONS

The Proposal must be organized in accordance with the list of Scoring Criteria categories described in 5.2.1 of the Scoring Matrix below. The Proposal must not exceed **5 pages**, excluding RFP Cover Sheet, any tabs or indexes, table of contents, "Key Staff Resumes", and Reference Forms (if included). If a Proposer submits a Proposal exceeding this limit, the County will consider the pages up to the allowable page limit and discard all subsequent pages. The Proposer may choose how to allocate the number of pages between any sections, within the overall page limit.

One Page is defined as: 1 side of a single 8-1/2" x 11" page, with 12-point minimum font size for the substantive text (including text in tables) and 11-point minimum font size for resumes or Key Staff Resume form. Any page over this size will be counted as 2 pages. Any page, or partial page, tabs, indexes or table of contents with substantive text, tables, graphics, charts, resumes, etc., will be counted as 1 page.

Proposers may use their discretion for the font size of other materials that do not include substantive text (e.g., headings, graphics, picture or graphics captions, and org charts). If hard copies are required, Proposers are to submit Proposals on recycled white paper (stapled only), without binders or cover-stock. If a Proposer submits a Proposal with cover-stock or binding, Agency will remove and recycle them.

The RFP Cover Sheet, Proposal, Key Staff Resumes and Reference Forms must be submitted as a single combined pdf file.

4.2 REGISTRATION / CERTIFICATION REQUIREMENTS

The Proposer may not provide engineering Services unless the Services are performed or provided under the full authority and responsible charge of an Oregon Registered Professional Engineer as defined in ORS 672.002(2). The Professional Engineer must be currently registered in active status with the Oregon State Board of Examiners for Engineering and Land Surveying, and must supervise and direct the Services proposed under the WOC. As required by Oregon law, Consultants shall place their official Oregon Registered Professional Engineer certified seal and signature on all reports, maps, design drawings, and specifications delivered under the Contract. The Cover Letter should list the name and registration number of at least one Oregon Registered Civil Engineer in active status intending to perform engineering services under the Contract.

Licenses Outside the State of Oregon

If the Proposer is an "individual, firm, partnership or corporation offering to practice engineering or land surveying" and "holds a certificate of registration to engage in the practice of professional engineering or land surveying (as applicable) issued by the proper authority of any other state, a territory or possession of the United States, or a foreign country", the Proposer shall:

- Include a written statement that the Proposer is not registered to practice engineering or land surveying (as applicable) in the State of Oregon, but will comply with ORS 672.002 to 672.325 by having an individual holding a valid certificate of registration in the State in

responsible charge of the work prior to performing any engineering or land surveying (as applicable) work within the State. [ORS 672.060(9)(a) and (b)]

5.0 EVALUATION AND SELECTION PROCESS

5.1 EVALUATION PROCESS

5.1.1 PROPOSAL EVALUATION

The County will evaluate Proposals in accordance with the Scoring criteria identified in Section 5.2.1. Proposals meeting those criteria will be forwarded to an evaluation committee of at least 3 members that will independently review, score and rank proposals according to the Scoring Criteria set forth in Section 5.2.1.

The outcome of the Proposal Evaluation process may, at the County's sole discretion, result in:

- Notice to Proposer(s) of selection or rejection for Contract negotiation and possible award
- Further steps to gather additional information for evaluation (e.g., checking references, notice of placement on an interview list, requesting clarification); or
- Cancellation of the RFP and either re-issuance of the RFP in the same or revised form or no further action by the County with respect to the RFP.

The County reserves the right to reject any or all Proposals and reserves the right to cancel this RFP at any time if doing either would be in the public interest as determined by the County. The County is not liable for any costs a Proposer incurs while preparing or presenting the Proposal or during further evaluation stages. All unreturned Proposals will become property of the County and part of the public file without obligation to the County.

5.1.2 INTERVIEWS / FOLLOW-UP QUESTIONS

The County may conduct interviews/follow-up questions. If interviews/follow-up questions are conducted, the following will apply:

- The number of consultants selected for interviews/follow-up questions is at the sole discretion of the County.
- A minimum of 3 evaluators shall score the interviews/follow-up questions;
- Interview/follow-up question scores (up to a maximum of 20 points) will be combined with the other criteria scores to arrive at a total score. The total score will be ranked to determine the apparent successful Proposer.
- Interviews normally require physical attendance at the County's offices; however, the County may elect to conduct interviews via teleconference or video conference. Further details will be included with notification of time and date of interviews, if conducted.
- Evaluation and scoring will be based on one or more of the following criteria:
 - Understanding of Requested Services
 - Technical Approach
 - Project Management/Cost Effectiveness
 - Proposer's Relevant Experience
 - Project Team and Qualifications
 - Unique Project Challenges and Team's Approach

5.1.3 PROJECT SAMPLES AND REFERENCES

Proposers must provide 3 references and samples for projects where the Proposer provided services relevant to the scope of services described in this RFP. Up to 3 additional references and samples may be provided as alternates in the event the County is unable to contact any of the references.

A maximum of 3 attempts will be made to contact each reference within a 5-business day period. References may be checked regarding Proposer's past performance and to determine if they are supportive of the Consultant's ability to successfully complete the Services described in

this RFP. Failure to provide complete and/or accurate information in a Proposal or reference may be cause for Proposal rejection.

References may be scored if determined necessary by the County (including without limitation, to break ties, for example). If references are scored, the following will apply:

- The County will provide the same questions to each reference;
- Reference scores (up to a maximum of 20 points) will be combined with the other criteria scores (and interview scores, if applicable) for a total score.
- The number of Proposers selected for reference scoring is at the sole discretion of the County.

5.1.4 CLARIFICATIONS

The County may require any clarification it needs to understand the Consultant's proposal. Any necessary clarifications or modifications which are in the best interest of the County may be made before the Consultant is awarded a Contract, and some or all of the clarifications or modifications may become part of the final Contract.

5.2 SCORING CRITERIA

Proposal scoring will be based on the criteria stated in the subsections below. The Proposer must describe how they meet the requirements that are specified in this RFP as related to the scoring criteria below. Be clear and concise.

The scores for the Consultant ranking and tentative award will be determined as follows:

- Evaluators will assign a rank for each Scoring Criteria and interview/follow up question(s) (if conducted). The best response to the Scoring Criteria or interview/follow up question(s) will receive a rank of #1, the second best will receive a rank of #2 and so on.

If a Proposer does not respond to a Scoring Criteria the Proposer will receive 0 points for that Scoring Criteria.

The total score and selection for a Contract will be determined as follows:

- Total Proposal Score = Total of all points awarded per ranking for a given Proposal, divided by the number of evaluators.
- Total Interview or Follow-Up Questions Score (if conducted) = Total of all evaluator points awarded per ranking for a given Proposer, divided by the number of evaluators.
- Final Score = Total Proposal Score Plus Total Interview or Follow-Up Questions Score (if conducted).

5.2.1 SCORING MATRIX

Scoring Criteria Category No.	Evaluation and Scoring Criteria	Max Points
5.2.1. A	<u>Understanding the Requested Services</u> Describe your firm's approach and philosophy to the type of Services described in this RFP.	20
5.2.1. B	<u>Technical Approach</u> What unique challenges does your firm see for this Project and how will you address those challenges?	30

<u>5.2.1. C</u>	<u>Project Management and Cost-Effective Practices</u> Describe your firm's project management and cost-effective practices; such as your firm's approach to maintaining County requirements while reducing costs for both design and construction phases.	10
<u>5.2.1. D</u>	<u>Relevant Experience</u> Describe 3 projects and contract services performed within the last 8 years. Include type and location most comparable with the requested services, estimated construction budget, final completion date.	20
<u>5.2.1. E</u>	<u>Project Team and Qualifications</u> Provide information for the proposed Project Manager and other key staff that you believe are most important based on your understanding of the needed Services. Scoring will be based on relevance of the experience, qualifications, and the technical competence of the proposer's Project Manager and key staff proposed for use on this specific Project. <i>Note: Key Staff Resumes are not included in the Proposal page limit identified for this solicitation.</i>	10
<u>5.2.1. F</u>	<u>Clarity of Proposal and Conformance with Requirements</u> The Proposal must be organized in accordance with the list of Scoring Criteria categories. Proposals will be scored by the evaluators on the following factors: (1) Proposal Format; (2) Ease of finding clear, concise responses that correlate with the order of evaluation criteria in this RFP; and (3) Proposer's ability to follow instructions.	10

Proposal Score Summary	
Total Maximum Points for Proposal	100
Maximum Points for Interviews/Follow-up Questions (if conducted)	20
Maximum Possible Total Score	120

The County will negotiate the payment amount and methodology with the top ranked Consultant (based on Final Scores). If negotiations are not successful, the County may terminate negotiations with the top ranked Consultant and may begin negotiations with the next highest ranked Consultant and so on, until successful negotiations are completed or the County determines that cancellation of this RFP is in the best interest of the County.

6.0 CONTRACT AWARD

6.1 RIGHT TO REJECT OR WITHDRAW PROPOSALS

The County reserves the right to waive minor informalities in the proposals. In addition, the County may reject any proposal not in compliance with all prescribed procedures and requirements, including the requirement to demonstrate the proposer's responsibility under ORS § 279B.110. The County may cancel the procurement or reject any or all proposals in accordance with ORS § 279B.100 upon a finding it is in the public interest to do so. No proposer may withdraw a proposal after the hour set for receipt of proposals unless thirty (30) calendar days have elapsed and the County has not let a contract.

6.2 SOLICITATION PROTESTS

Prospective proposers who believe that this procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a brand name must submit a protest to the Coos County Office of Legal Counsel. **All protests must be in writing and either mailed, hand-delivered, or faxed to: Coos County Office of Legal Counsel, 225 N. Adams Street, Coquille, OR 97423, fax (541) 396-1012, and received no later than 2 p.m. on December 22, 2025** Any such protest must include the information required by ORS § 279B.405(4) and a statement of the desired change(s) to the procurement process or solicitation document(s) that the prospective bidder believes will remedy the conditions upon which the protest is based. Coos County will not consider any solicitation protest submitted after the deadline or any protest which does not include the required information. Coos County will review the protest and respond in writing in accordance with ORS § 279B.405. If the County determines it is necessary in order to consider and respond to a protest, the County may extend closing. If the County upholds a protest, in whole or in part, the County may, in its sole discretion, either issue an addendum reflecting its disposition or cancel the solicitation. Before seeking judicial review, a proposer must file a written protest with the County and exhaust all administrative remedies.

6.3 INTENT TO AWARD AND CONTRACT AWARD PROTESTS

County will issue notice of intent to award by e-mail or facsimile on **January 5, 2026**. Proposers may protest the notice of intent to award pursuant to ORS § 279B.410. **All protests must be in writing and either mailed, hand-delivered, or faxed to: Coos County Office of Legal Counsel, 250 N. Baxter Street, Coquille, OR 97423, fax (541) 396-1012, and received no later than 5 p.m. on January 13, 2026.** unless otherwise provided by the notice of intent to award. A protest must specify the grounds for the protest, include evidence or supporting documentation, and specify the relief sought. The County shall not consider any written protest not received by the deadline or which does not contain the required information. The County will issue a written disposition of the protest in a timely manner in accordance with ORS § 279B.410. If the County upholds the protest, in whole or in part, the County may, in its sole discretion, either issue an addendum reflecting its disposition or cancel the solicitation. Before seeking judicial review, a proposer must file a written protest with the County and exhaust all administrative remedies.

6.4 AWARD OF CONTRACT

Award of the contract by Coos County will be to the responsible proposer whose proposal the County determines is the most advantageous to the County based on the evaluation process and evaluation factors described herein and applicable preferences described in ORS 279A.120 and 279A.125. No significant deviation from the terms contained herein is acceptable. The contract will be awarded according to the anticipated solicitation schedule set forth herein, or such schedule as may be amended in the sole discretion of the County.

6.5 TIE

In case of a tie, the County will decide the matter on its own with a coin toss.

ATTACHMENT A – EXAMPLE STATEMENT OF WORK TASKS

Task 1. Project Management and Coordination

- Contract Management
- Subcontractor Management
- Quality Control Plan (must be on file with the County before work can be authorized under a Contract)
- Project Schedules
- Progress Reviews
- Schedule, coordinate and supervise project work
- Prepare Records of Decisions
- Monitor Project Budget
- Prepare, Maintain and Update Project Activity Schedule
- Provide Timely Responses to County Comments

Task 2. Quality Assurance / Quality Control

Consultant shall perform QA to coordinate and manage QC reviews before submittal of plans, design revisions and computations, estimates, and other deliverables in conformance with Consultant's approved Quality Plan on file with the County. Consultant shall coordinate between design disciplines so that the design is in conformance with applicable County design standards (in place at time of Project), and that prior review comments have been incorporated into the design.

Consultant shall conduct reviews in accordance with the Consultant Quality Plan approved by the County. Consultant shall maintain a decision log capturing project design decisions.

Task 3. Survey and Mapping

- Consultant shall establish Horizontal Project Control, according to County standards
- Consultant shall establish Vertical Project Control, according to datum as approved by the County, using standard procedures.
- Field Notes
- Project Control narrative
- Report of Adjusted Control
- Text file containing point numbers, adjusted northing and easting coordinates, elevations, and descriptors; primary Global Navigation Satellite System ("GNSS") network with geodetic coordinates.
- Survey Control Data Sheet
- Control, Recovery and Retracement
 - Consultant shall identify and resolve the location of the existing centerline(s), ROW lines, and Property line(s) to perpetuate the location of the monuments found and document the control used for the Project.
- Research documentation
 - Consultant shall perform data research as necessary to prepare for and support all Project activities, and to produce Project maps and reports as called for in subsequent tasks.
 - Consultant shall obtain a list of property ownership and vesting deeds.
- Monument Recovery
 - Consultant shall survey all features necessary to complete Monument Recovery for the Project.
 - Consultant shall notify Coos County surveyor, in writing, of any public land survey corner or accessories in the Project Area that are in danger of being destroyed due to the impending Project, pursuant to ORS 209.140.
- Existing ROW and Boundary Resolution
 - Consultant shall resolve the ROW centerline alignments, ROW lines, and Property boundaries abutting the roadway along the proposed route of construction for the Project Limits.
- Survey Filing Map
 - Consultant shall create a SFM in accordance with Coos County requirements.

ATTACHMENT A – EXAMPLE STATEMENT OF WORK TASKS

- Consultant shall submit SFM to County surveyor for review and comment before finalizing the centerline and ROW resolutions. This submittal must show alignments, ROW lines, retracement, narrative and monument station and offset report. The County will consolidate all comments and submit to consultant.
- Topographic Data and Basemap
 - Consultant shall collect the existing topographic features and create a terrain basemap file(s) used to design the Project. The ORD Survey Field Book(s) must include all existing topographic survey features.
 - Consultant shall collect topographic data of constructed and natural features within the Survey Limits using County-approved methods and standards, including all file naming and coding formats. Two-dimensional features, if needed, must be mapped according to County standards. A container file must be used if delivering multiple terrain basemap files to the County. Consultant shall collect geotechnical borings, environmental delineated boundaries, and hydraulic data, as required, to support the Project design. Consultant designers shall provide a general location map of those data point locations before survey mobilization. Consultant shall include collected data in the basemap.
 - Consultant shall submit the Utility Locate request to the Oregon Utility Notification Center ("OUNC") for preliminary engineering markings to obtain a ticket.
 - Consultant shall make field ties of all utility features including, but not limited to, underground and overhead utilities. Consultant shall collect three-dimensional ("3D") positions of overhead utility lines.
 - Consultant shall create a three-dimensional original ground terrain using topographic data collected within the Project area. The Terrain(s) must have an existing feature definition assigned. A Container File must be used to deliver the basemap and Terrain(s) to the County.
 - Consultant shall create an original ground terrain that meets County criteria for surface triangulation. Consultant shall collect confidence points in the field and generate a confidence point report. The topographical data and confidence points must be gathered by techniques consistent with the construction of an original ground terrain file as defined by County standards.
 - Services performed must address the requirements of ORS 209.150 and 209.155, and other survey-related statutes.
- Monumentation Surveys
 - Consultant shall prepare a monumentation survey. The monumentation survey must document the location of the ROW centerlines and ROW boundary lines at the end of construction and replace destroyed monuments that are not within areas of new ROW purchased, and any. Consultant shall place County-provided caps or company-specific caps on all monuments replaced or referenced.
 - Consultant shall create and file with the County, the Monumentation Survey Filing Map ("MSFM") in accordance with County requirements and applicable ORS and administrative rule requirements.
 - Consultant shall submit a preliminary Monumentation survey for review by County region surveyor before finalizing. The County will consolidate comments and submit to the Consultant. Consultant shall incorporate edits and submit a final Monumentation survey for approval by the County region surveyor before submitting to the County.

A Professional Land Surveyor, registered in the State of Oregon, is required to review, and stamp as "Approved" all survey-related deliverables and perform all land surveying Services for this Project in conformance with all State statutes pertaining to survey and land boundary laws. The Services provided under this task must be accomplished in accordance with Oregon Survey related law.

Task 4. Utility Coordination

- Identify and Coordinate with Utility Owners
- Conflict Assessment
- Utility Company Coordination and Certification

ATTACHMENT A – EXAMPLE STATEMENT OF WORK TASKS

- Utility Relocation Certification Assistance
- Data Collection
- Utility Report
- Notification and Coordination
- On-Site Utility Coordination Meetings
- Utility Reimbursement, if needed

The Consultant shall identify and locate utilities within the Project limits, initiate contacts with utilities, and coordinate relocations needed for the construction of the Project. Underground utilities will be potholed to verify location, material, size, and depth. The Consultant shall schedule, attend, and document regular utility coordination meetings during design of the project. Consultant shall prepare required utility notification letters for each utility found in potential conflict with the proposed design.

Consultant shall perform utility coordination and liaison activities with utility owners for the Project. Consultant shall comply with the current version of the utility coordination policy requirements as described in the Oregon Utility Relocation Manual. Consultant shall review utility facilities that may conflict with the Project work and utility relocation coordination with the utility owners to resolve those potential conflicts. Additionally, Consultant shall obtain system mapping from utility owners located within the Project limits. Consultant shall use this information to confirm that it matches the information on the survey basemap as developed under Task 3 – Survey and Mapping, or matches the information on the basemap provided by County.

Task 5. Railroad Coordination

The purpose of this task is to coordinate design efforts with Port of Coos Bay Railroad ("Railroad") and the County. The Consultant shall prepare and conform to any applicable Railroad requirements and coordination efforts. The Consultant shall prepare railroad crossing design, plans, and calculations for review by the County. The County will submit all design plans to Railroad for its review and approval. The Consultant shall meet with Railroad, in coordination with the County, to gather feedback, incorporate modifications, and gain concurrence for the Final Design. Additional tasks may include some or all of the following:

- Preparation or assistance in preparing railroad flagging agreements
- Lead or coordinate on-site railroad diagnostic meetings and safety reviews
- Compliance with railroad safety and personal protective equipment (PPE) requirements
- Consultant shall prepare and revise the railroad crossing design, plans, calculations, drawings, memorandums, and reports needed for each submittal to Railroad for review and approval, as listed below (if required by the Railroad):
 - Geotechnical drawings related to supporting foundation and backfill design for work that occurs within the Railroad's right of way
 - Stormwater Design Analysis to show whether or not the Project increases flow to existing drainage facilities or increases flow within Railroad's property that would affect Railroad's operations or property.
- Consultant shall modify existing plan, profile, typical sections for each crossing for up to 600 feet in each roadway direction to include, at a minimum, but are not limited to:
 - Any future track that Railroad will require;
 - The final horizontal and vertical clearances; and,
 - The existing property limits
- All drawings must show the existing Railroad right of way limits and layout locations for crossing gates and other warning devices

Task 6. Traffic Engineering and Management

- Traffic Control Plans ("TCP's")
- Signing and Striping Design

Trans Pacific Parkway is expected to remain open throughout the duration of the project to facilitate ongoing business activities.

ATTACHMENT A – EXAMPLE STATEMENT OF WORK TASKS

Task 7. Roadway Design

- Geometric Design
- Typical Sections
- Cut and Fill Lines
- Intersection Details
- Vertical and Horizontal Alignments
- Roadway Profiles of the Existing and Proposed Alignment
- 3D Roadway Design
- Culvert Replacement Design
- Design Team Coordination and Document Assembly
- Roadway design quality reviews

The roadway design must include, but is not limited to, horizontal and vertical alignments, two-dimensional roadway layout, three-dimensional corridor design including approximate cut and fill lines, super-elevation, roadside safety, curb ramps, locations for stormwater surface facilities (ditches, swales, ponds), major culverts, and retaining walls. The roadway design must also include recommendations for design of public road approaches and private driveways affected by the Project. The roadway design must establish the physical boundaries of the Project footprint.

Consultant shall prepare civil design and drafting CAD files using AutoDesk software.

Task 8. Environmental Services

The Property is located in a coastal floodplain area with documented wetlands and threatened or endangered species. Roadway improvement and floodplain development land use reviews, if warranted, will be required prior to site development and construction permits.

The following tasks are considered on an as-needed basis depending on project design:

- Mapping, field data collection, and photo documentation of existing or baseline conditions for all resources present
- Compliance with state and local planning requirements including preparing findings, amendments and variances.
- Acquisition of Conditional Use Permits
- Archaeological Baseline Report
- Historic Resources Baseline Report
- Perform field survey for plants, birds and other Federal or State listed Threatened and Endangered species and species of concern.
- Oregon Biodiversity Information Center ("ORBIC") database search and request species list
- Compliance with federal Endangered Species Act
 - Prepare and submit Biological Assessment and obtain Biological Opinion from U.S. Fish and Wildlife Service (USFWS) and/or National Marine Fisheries Service (NMFS) if needed OR
 - Prepare and submit documentation for Programmatic Biological Opinion (i.e. SLOPES V for example)
- Conduct Wetland and Waterway field determination and associated report
- Prepare and submit a Wetland Functional Assessment
- Prepare Compensatory Wetlands Mitigation Plan, as needed
- Prepare Final wetland mitigation grading and planting plans and specifications for construction plans
- Prepare, submit and secure Section 404 of the Clean Water Act authorizations from the Army Corps of Engineers (ACOE)
- Prepare, submit and secure any Section 10 of the Rivers and Harbors Act authorizations needed from the ACOE
- Prepare, submit and secure Removal/Fill permit from the Dept. of State Lands (DSL)
- Prepare, submit and secure 401 Cert. from the Dept. of Environmental Quality (DEQ)
- Evaluate any impacted water sources for Fish Passage Criteria

ATTACHMENT A – EXAMPLE STATEMENT OF WORK TASKS

- Prepare, submit and secure Fish Passage authorization from Oregon Dept. of Fish and Wildlife (ODFW), as needed
- Prepare and submit a Stream Function Assessment, as needed

Task 9. Hydraulics and Stormwater Services

- Project research and initiation
- Culvert Hydraulics
- Scour Analysis
- Temporary Water Management Design and Analysis
- Stormwater Quality Design and Analysis
- Prepare and submit a Stormwater Management Plan

Consultant shall perform tasks as described, in adherence to all of the requirements for hydraulic analysis and design required for constructing bridges over waterways, culverts, bank protection, scour countermeasures, open channels, floodplains, fish habitat improvements, trenchless pipe rehabilitation, temporary water management, roadway and pavement drainage and stormwater conveyance systems to collect, convey, treat, store, and discharge the stormwater runoff and surface water without adversely affecting downstream systems or properties.

Task 10. Safety and Condition Design Evaluation and Improvements

The Consultant shall assess existing physical and operational conditions related to safety and condition. The following treatments and assessments of these conditions may include:

- Gather data to identify specific safety problems that might be corrected and compare this data with the system-wide performance of similar highways.
- Conduct a site inspection using experienced personnel to recognize opportunities for safety improvements within the common operating conditions of that individual roadway.
- Partner with maintenance personnel who are familiar with a particular route and can point out problem areas to the designer based on their experiences.
- Determine and verify existing geometry such as roadway widths, horizontal and vertical curvature, superelevation, stopping sight distance restrictions, location and design of intersections, side slopes, clear zone recovery distances, and other geometrics specific to the roadway section being examined;
- In addition to pavement repairs and geometric improvements, designers should consider incorporating intersection, roadside, and traffic control improvements that enhance safety, including widening shoulders, adding guardrail and updating signage.
- Evaluate less costly safety measures at horizontal curves where reconstruction cannot be accomplished such as widening narrow pavements, flattening steep side slopes, and removing or relocating roadside obstacles.
- Evaluate guardrail installations along the corridor, at bridge or railroad approaches for rehabilitation or replacement;
- Consider approach signing or delineation where appropriate

Task 11. Right of Way

The Consultant will be responsible for identifying location of right-of-way and permanent and temporary easements needed for the Project, providing legal descriptions, survey, and staking for appraisals. Consultant will perform surveying necessary to accurately locate the existing right-of-way lines and relevant easements. At a minimum, surveying will include the following:

- Reviewing record of surveys, plats, and deed documents of adjacent ownerships.
- Establishing property, right-of-way, and easement lines adjacent to the project.
- Prepare legal descriptions and exhibits for all right-of-way and easements required for the project.
- Obtain title reports for the respective parcels.

Consultant shall perform ROW cost estimating to support Project development and alternatives analysis. Consultant shall provide preliminary ROW cost estimates for parcels that may be impacted by the Project and provide updated estimates for each Project milestone. Once impacted properties

ATTACHMENT A – EXAMPLE STATEMENT OF WORK TASKS

have been identified, Consultant shall prepare a list of said properties and coordinate with County for any properties that will be impacted by the Project and are located outside of County ROW limits and/or jurisdiction.

Consultant shall order preliminary title reports ("PTRs") for each property impacted (combine larger parcels). Consultant shall participate in one-on-one meetings with County and affected property owners. Consultant shall participate in follow-up discussions with County after property owner site meetings, to summarize action items and any understandings arrived at and decisions made.

Consultant shall prepare the Active ROW Acquisition Map. The Active ROW Acquisition Map must include, at a minimum, but is not limited to:

- Existing retracement ROW lines and centerline alignments
- Ownership names and deed references
- Proposed fee and easement lines and areas
- ROW Addendum, Descriptions, and Sketch Maps with legal descriptions

Consultant shall submit a draft map, for review by the County for review and comment. The County will consolidate all comments and submit to the Consultant. Consultant shall address and incorporate County comments and suggested revisions, then deliver a final map, in both formats, to County region surveyor for approval.

Consultant shall prepare a detailed schedule for the ROW activities. Consultant shall revise the schedule and provide updates as needed. The ROW schedule may include the following milestones:

- ROW cost estimate
- ROW authorization
- General information notices
- Appraisal
- Appraisal Review
- Request for conveyance documents
- Offer benefit packages
- Negotiations & title clearance
- Final report
- Payment to grantor
- Relocations
- Certification
- Grantor's obligations

Consultant shall contact property owners to obtain Right Of Entry Agreements (ROE) for permitting, engineering, and environmental investigations. For each ROE, Consultant shall identify the specialty discipline needing access, the type of work to be performed, and the time frame during which access is required. Consultant shall prepare ROE agreements, as needed, and shall communicate with property owners to obtain signed ROEs.

Consultant shall acquire property rights needed for the Project. All ROW must be acquired in the name of the County. Consultant shall conduct negotiations, on behalf of the County, in good faith and in compliance with all federal and State laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on the appraisal review and in accordance with state, local and federal laws and regulations.

Consultant shall perform closings and related services that include, but are not limited to, satisfaction of liens, calculation of final settlement figures, and preparation of closing documents, except that no deed, conveyance document, or agreement that Consultant shall obtain will be binding until the County has approved it in writing. Consultant shall submit the Final Report to the County for payment.

ATTACHMENT A – EXAMPLE STATEMENT OF WORK TASKS

The County will review the packet, request corrections or amendments or both, or close the transaction and make final payment.

Consultant shall provide ROW coordination services and liaison support, as needed, and requested by the County during Project construction. ROW coordination Services may include, but are not limited to:

- Assisting property owners to confirm required actions have been completed.
- Serving as liaison to Project team and stakeholders.
- Check to determine that the necessary prerequisites have been accomplished and required environmental actions have been completed.
- Coordination to provide revisions, changes, or cancellations to ROW task deliverables.
- Additional data entry and recording of Project or property file information in RITS.
- Secure Right of Entry Agreements, if needed.

Prior to construction completion, Consultant shall send a confirmation notice to the County Project Manager stating that all required actions by the property owners, if any, have been completed.

Task 12. Erosion and Sediment Control

- Erosion and Sediment Control plan, including but not limited to:
 - ROW boundaries and relevant easements
 - Relevant site analysis information, such as:
 - Total site area (or length)
 - Slopes and drainage patterns
 - Sensitive resources, including streams and wetlands, etc.
 - Existing vegetation to be preserved
 - Ground-disturbing impacts by:
 - Location
 - Major category such as vegetation removal, cut/fill, wall construction, temporary water management, construction staging, utility trenching, or others.
 - Erosion control Best Management Practices (BMPs) required to prevent erosion and capture sediments, mitigate Project impacts, and provide permanent stabilization by location and quantity, including proposed non-bid item BMPs, such as reducing vegetation clearing areas.
 - Any unique problem or special restriction areas such as Water Quality Limited Waterways or areas of continued soil disturbance.

Consultant shall minimize use of BMPs that cause ground disturbance when installed. Where ground disturbing BMPs are called for, Consultant shall provide directives for permanent stabilization upon removal of BMP(s).

Task 13. 50% Design Package

The Consultant shall prepare design calculations in accordance with 2018 AASHTO Standards. Design calculations and plans shall be checked by an engineer not directly involved in the design of the Project. The check shall include a line-by-line review of the calculations and design files. All plan sheets shall be checked for accuracy and consistency with the design calculations. No specifications are included in this milestone. The Consultant shall coordinate with the County to incorporate any County-provided design elements, if applicable.

The 50% design submittal should include, but is not limited to:

- Design Narrative
- 50% design plan sheets
- Construction cost estimate
 - The estimate may include inflation and a design contingency used to capture unknown costs related to design, quantity, or cost changes during Project development.
- Initial Utility Conflict list

ATTACHMENT A – EXAMPLE STATEMENT OF WORK TASKS

The construction cost estimate should identify a schedule of bid items, estimated quantities, and estimated unit costs. This estimate must also include approved non-biddable anticipated items, construction engineering budget for administering the construction contract, estimated inflation and a design contingency used to capture unknown costs related to design, quantity or cost changes during project development.

Plans shall be developed using AutoCAD software and are anticipated to include some or all of the following sheets:

- Title Sheet
- Index
- Typical Sections
- General Construction Plan Sheets
- Profile Sheets
- Drainage Plans and Profiles
- Culvert Plans

Task 14. 90% Design Package

During this phase, ROW acquisition (if needed) will be completed, Utility/railroad coordination agreements (if needed) are in place, and initial specification documents are prepared. The 90% Design package must reflect a level of design to complete the deliverables and include all final design decisions reached at this stage in the development of the Project, including but not limited to the following tasks:

- 90% complete plan set
- 90% quantities and Engineer's Cost Estimate
 - The estimate must identify a schedule of bid items, estimated quantities, and estimated unit costs. These unit costs are not expected to change prior to bid let.
- 90% Special Provisions
- Regulatory Permitting: Complete applications to all regulatory agencies using the 90% plans and specifications to obtain permits prior to 100% submittal.
- Engineer's Construction Schedule

Project specifications shall be based on the most current version of Oregon Standard Specifications for Construction (OSSC). The Consultant shall develop draft Special Provisions as needed.

Task 15. 100% Plans, Specifications and Estimate Package

Consultant shall compile the 100% design submittal package based upon completion of all applicable items described in the 90% design submittal package, the County's review comments received, any modifications necessary due to obtained regulatory permits, and any subsequent review(s) of the submittal. The submittal package may include some or all of the following:

- Individual plan sheets with digital signature/seal
- Final Engineer's Cost Estimate
- Special Provisions
- Construction Schedule
- Executed utility and railroad agreements
- Signed permits
- Executed Right-of-Way Agreements
- Approved design exceptions
- All obtained permits (i.e. Land Use, Regulatory, etc.)

The Consultant shall prepare a bidding handoff package to the County for review and comment. The County will consolidate all comments and submit to the Consultant. The Consultant shall address and incorporate County comments and suggested revisions, then deliver the final bid let package to Agency for approval.

ATTACHMENT A – EXAMPLE STATEMENT OF WORK TASKS

Task 16. Bidding Assistance

- Make revisions to plans, as needed, for addenda and submit to the County for review and distribution
- Prepare draft bid addenda and submit to the County for approval. Issue approved bid addenda, if requested.
- Provide additional information regarding submitted bids, only when requested by the County

The County will be responsible for tracking and responding to Bidder's Construction questions regarding the bid documents and bid process. The County may request clarification or information from the Consultant to answer Bidder's Construction questions.

A Letter of Clarification ("LOC") is an informational letter that is intended to provide clarity and answer questions received during project bidding, when there are no changes being made to the plans, special provisions, or bid items. If an LOC is required, the Consultant shall draft the LOC using County-provided letterhead. The Consultant shall submit the draft LOC for County review and comment. The Consultant shall address and incorporate any County comments and suggested revisions, then deliver the final LOC to the County for submittal to the bidding portal utilized by the County.

PROPOSAL FORM

Trans Pacific Parkway Improvement Project

Submitted by: _____

Name of Company: _____

ALL PROPOSALS MUST BE COMPLETE AND REQUESTED INFORMATION BE ATTACHED TO THIS SIGNED PROPOSAL FORM TO BE CONSIDERED.

SECTION 1: COVER LETTER

Provide a brief cover letter introducing your firm, confirming your intent to submit, and acknowledging receipt of the RFP.

SECTION 2: SCORING CRITERIA RESPONSES

5.2.1.A - Understanding the Requested Services (Max 20 Points) Describe your firm's approach and philosophy to the type of Services described in this RFP.

Response: _____

5.2.1.2 Technical Approach (Max 30 Points) Identify unique challenges your firm sees for this Project and explain how you will address them.

Response: _____

5.2.1.3 Project Management and Cost-Effective Practices (Max 10 Points) Describe your firm's project management and cost-effective practices, including how you will maintain County requirements while reducing costs.

Response: _____

5.2.1.4 Relevant Experience (Max 20 Points) Provide descriptions of **3 projects** performed within the last 8 years that are comparable to the requested services.

Please Include:

- Project type and location
- Estimated construction budget
- Final completion date
- Services provided

Project 1: _____

Project 2: _____

Project 3: _____

(Optional: Up to 3 alternate projects may be listed.)

5.2.1.5 Project Team and Qualifications (Max 10 Points) Provide information for the proposed Project Manager and key staff.

Please Include:

- Name, role, and responsibilities
- Relevant experience and qualifications
- Technical competence for this specific Project

Project Manager: _____

Key Staff: _____

(Attach resumes – not counted toward page limit.)

5.2.1.6 Clarity of Proposal and Conformance with Requirements (Max 10 Points) Confirm that your proposal is organized according to the scoring criteria and explain how your submission demonstrates clarity, conciseness, and adherence to instructions.

Response: _____

SECTION 3: PROJECT SAMPLES AND REFERENCES

Provide **3 references** (plus up to 3 alternates). Each reference must include:

- Client name and organization
- Contact person, title, phone, and email
- Project description and relevance to this RFP
- Services provided and completion date

Reference 1: _____

Reference 2: _____

Reference 3: _____

Alternate References (optional): _____

SECTION 4: ADDITIONAL INFORMATION

(Optional) Provide any clarifications, unique approaches, or supplemental information that may assist the County in evaluating your proposal.

PROPOSAL CERTIFICATION

The Undersigned Proposer declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the Proposer has not and will not discriminate against minority, women, or emerging small business enterprises in obtaining any subcontracts; that the Proposer has carefully examined the contract documents and the project site (if any) and submits this proposal subject to the terms, conditions, and understandings regarding the same.

Proposer proposes and agrees to be bound by the following contract documents: Instructions for Proposers and all attachments thereto, Proposal Form, Sample Contract and all attachments and exhibits thereto. If this proposal is accepted, the successful Proposer agrees to contract with Coos County in the approved form of contract and to furnish all of the materials and services specified in the contract documents in the manner and time prescribed and according to the requirements set forth in the contract documents.

Proposer will accept as full payment the amount earned under the contract as computed in the manner described in the contract documents. The Proposer will comply with all applicable provisions of Oregon law as well as Coos County ordinances and rules relating to public contracting. The party by whom this proposal is submitted and by whom the contract will be entered into in case award is made does business at the address listed below the Proposer's signature, to which all communications concerned with this proposal and contract should be sent.

The names and addresses of the principal officers of the proposer corporation or the names and addresses of all parties interested in this proposal as partners or principals are as follows (provide additional names and addresses on an attached sheet as necessary):

Name:	Address:
_____	_____
_____	_____
_____	_____

The Proposer is / is not a resident proposer as defined in ORS § 279A.120.
If not a resident proposer as defined above, the state in which the Proposer resides is _____.

Proposer's business organization is best described as:

- Sole Proprietor
- Corporation
- Partnership

Proposer: _____
(Legal Business Name)

Federal Tax ID# _____ CCB#: _____

Business Address: _____

Phone: _____ E-mail: _____

Printed Name: _____ Title: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.

Signature: _____ Date: _____

SAMPLE CONTRACT
COOS COUNTY ROAD DEPARTMENT

This Contract is entered into on the date last set forth below by and between Coos County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners and hereinafter called "COUNTY" and **Contractor's Business Name**, hereinafter called "CONTRACTOR", which parties do hereby agree as follows:

SECTION 1. SCOPE OF WORK AND COMPENSATION; SPECIAL PROVISIONS

The scope of the work, compensation, and special provisions, if any, are attached as Exhibit A and incorporated into this Contract herein.

SECTION 2. STATUTORY PROVISIONS

Statutory Provisions are attached as Exhibit B and incorporated into this Contract herein.

SECTION 3. NOTICE

- A. The designated Coos County representative for administration of this Contract is Paul Slater, Public Works Director / Roadmaster, 1281 West Central, Coquille, OR 97423, Ph: (541) 396-7660, or email: pslater@co.coos.or.us
- B. The designated representative for administration of this Contract is **Name, Title, Address, Ph: phone number, E-mail: email address.**

SECTION 4. ALL COSTS BY CONTRACTOR

CONTRACTOR shall, at its own risk and expense, perform the work described and, unless otherwise specified, furnish all labor, equipment, materials, and permits required for the proper performance of such work. The risk of loss for such work will not shift to COUNTY until written acceptance of the work by COUNTY.

SECTION 5. QUALIFIED WORK

CONTRACTOR has represented, and by entering into this contract, now represents that all personnel assigned to the work required under this Contract are fully trained, qualified, and/or licensed to perform the work to which they will be assigned in a skilled and workmanlike manner in accordance with the Standard of Care in the applicable trade and/or industries and, if required to be registered, licensed, or bonded by the State of Oregon, CONTRACTOR and its personnel are so registered, licensed, and bonded. The standard of care for all professional engineering and related services performed or furnished by CONTRACTOR under this Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

SECTION 6. WARRANTY

CONTRACTOR warrants to COUNTY that all materials and equipment furnished pursuant to this Contract will be new unless otherwise specified. CONTRACTOR warrants to COUNTY that all work will be performed in accordance with the Standard of Care and in conformance with this Contract. Work not conforming to contract specifications shall be considered defective.

SECTION 7. OWNERSHIP OF DOCUMENTS

All Documents prepared by CONTRACTOR pursuant to this Contract shall be the property of COUNTY. Any reuse or any modification of the Documents on extensions of the project or any other project site, without written verification, completion, or adaptation by CONTRACTOR, as appropriate for the specific purpose intended, will be at COUNTY'S sole risk and without liability or legal exposure to CONTRACTOR or to its officers, directors, members, partners, agents, employees, and subconsultants.

SECTION 8. INDEMNIFICATION

CONTRACTOR hereby agrees to defend, indemnify, and hold harmless Coos County, including its departments, officials, and employees against any and all loss, damage, liability, claims, demands, or

costs arising from or resulting from Contractor's performance or non-performance under this Contract (including, without limitation, CONTRACTOR'S employees) but only to the extent caused by any negligent act or omission of CONTRACTOR or CONTRACTOR'S officers, directors, members, partners, agents, employees, Subconsultants, or CONTRACTOR'S Subcontractors. CONTRACTOR'S acts and omissions are deemed to include those of subcontractors. This Section 8 will survive the termination or revocation of this Contract, regardless of cause.

SECTION 9. TIME IS OF THE ESSENCE

CONTRACTOR agrees that time is of the essence under this Contract. CONTRACTOR will proceed with performance as expeditiously as is legally and safely practicable until fully completing all obligations under this Contract.

SECTION 10. INSURANCE

A. CONTRACTOR shall not commence work under this Contract until it has furnished COUNTY with satisfactory proof of the coverage of insurance as specified below:

1. Workers' compensation coverage as required by law with a Waiver of Subrogation in favor of Coos County and to include employer's liability with limits of not less than \$1,000,000 per occurrence; or, alternatively, CONTRACTOR shall provide documentation establishing that CONTRACTOR is exempt from workers' compensation coverage pursuant to ORS Chapter 656.
2. General commercial liability coverage for damages as a result of death or bodily injury (including personal injury) to any person's destruction or damage to any property with limits of not less than \$1,000,000 each occurrence, \$2,000,000 policy aggregate. Such coverage shall include, but is not limited to, the following: commercial general liability coverage, products liability including completed operations, premises operations including X (explosion), C (collapse), personal injury. All coverage shall be on an occurrence basis and not on a claim made basis.
3. Automobile liability insurance as a result of death or bodily injury to any persons, or destruction of or damage to any property arising out of the ownership, maintenance, or use of any owned, non-owned, or hired motor vehicle with limits of not less than \$1,000,000 per occurrence. All coverage shall be on an occurrence basis and not on a claim made basis.
4. Excess/Umbrella Liability coverage as follows:
 - i. If this is a contract for a public improvement, or personal services contracts with architects, engineers, and land surveyors, then CONTRACTOR shall maintain an excess/umbrella liability policy of not less than \$1,000,000 each occurrence and aggregate that will provide excess limits of liability over the commercial general liability, automobile liability, employer's liability, and professional liability.
 - ii. For contracts other than public improvements or personal services contracts with architects, engineers, and land surveyors, an excess/umbrella liability policy is not required, but may be used in conjunction with a general commercial liability policy to satisfy the primary insurance limit requirements.
 - iii. All excess/umbrella liability coverage shall be on an occurrence basis and not on a claim made basis.
5. For personal services contracts, professional liability insurance, including errors and omissions, with limits of not less than \$2,000,000 per occurrence and \$2,000,000 policy aggregate.

B. The following inclusions to CONTRACTOR'S certificate of insurance shall be made:

1. Waiver of transfer of rights of recovery against others to Coos County. The preferred form is "CG 2404 05/09."
2. It is agreed that this insurance is primary to and non-contributory with any insurance maintained by Coos County.
3. The general liability coverage and automobile liability, if required, shall include endorsements for additional insured, naming "Coos County, its elected officials, employees, agents, and volunteers" as an additional insured. The additional insured endorsement shall be attached to the certificate of insurance.

4. The additional insured shall contain a severability of interest provision in favor of Coos County and a Waiver of Subrogation in favor of Coos County.
5. All required coverage shall be written with companies that have at least an AmBest rating of B+ VII.
6. The insurance shall provide a 30-day notice of cancellation or material change.
7. For public improvement contracts or architectural, land surveying, or engineering personal services contracts, CONTRACTOR shall carry the required insurance for at least three years after acceptance of completed project.

SECTION 11. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR is an independent Contractor and not an officer, employee, or agent of COUNTY. CONTRACTOR has the complete responsibility and sole risk for the performance of this Contract.

SECTION 12. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR shall not assign this Contract or subcontract any portion of the work without the written consent of COUNTY. Any attempted assignment or subcontract without written consent of COUNTY will be void. CONTRACTOR will be fully responsible for the acts or omissions of any assignees or subcontractors and of all persons employed by them, and the approval by COUNTY of any assignment or subcontract will not create any contractual relation between the assignee or subcontractor and COUNTY.

SECTION 13. INTEGRATION AND 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 will bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of COUNTY to enforce any provision of this Contract will not constitute a waiver by COUNTY of that or any other provision.

SECTION 14. TERMINATION

- A. This Contract may be terminated at any time by mutual written consent of the parties.
- B. COUNTY may, in its sole discretion and with or without cause, terminate this Contract, in whole or in part, by providing written notice to CONTRACTOR. Such termination shall be effective ten (10) calendar days after the effective date of such notice or at such later date as specified in such notice.
- C. COUNTY may terminate this Contract effective immediately, in whole or in part, by providing written notice to CONTRACTOR upon the occurrence of any of the following events:
 1. COUNTY fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for CONTRACTOR'S work;
 2. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or COUNTY is prohibited from paying for such work from the planned funding source; or
 3. CONTRACTOR no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that CONTRACTOR no longer meets requirements for such license or certificate.
- D. If CONTRACTOR commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract, fails to perform the work under this Contract within the time specified herein, or so fails to pursue the work as to endanger CONTRACTOR'S performance under this Contract in accordance with its terms, and such breach, default, or failure is not cured within ten (10) business days after the effective date of written notice by COUNTY to CONTRACTOR of such breach, default, or failure, or such longer period of cure as COUNTY may specify in such

notice, this Contract will terminate effective immediately unless otherwise specified by COUNTY in such notice.

- E. Upon receiving a written notice of termination of this Contract, CONTRACTOR shall immediately cease all activities under this Contract, unless COUNTY expressly directs otherwise in such notice. Upon termination of this Contract, CONTRACTOR shall deliver to COUNTY all documents, information, works-in-progress, and other property that are or would be deliverables had the Contract been completed.
- F. Expiration or termination of this Contract shall not extinguish or prejudice COUNTY'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.

SECTION 15. SEVERABILITY

If any portion of this Contract is illegal, void, or otherwise found by a Court to be unenforceable, the offending provision will be severed from the Contract and the remaining provisions will remain enforceable and in full effect.

SECTION 16. CHOICE OF LAW

This Contract will be governed by and construed in accordance with the laws of the State of Oregon.

SECTION 17. FORUM

If either party brings against the other party any proceeding arising out of or in relation to this Contract, that party must bring that proceeding only in Coos County Circuit Court or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding.

SECTION 18. COMPLIANCE WITH LAWS AND SAFETY REGULATIONS

- A. The Contractor shall be solely responsible for compliance with, and shall require all subcontractors to comply with, all applicable federal, state, and local laws, regulations, and ordinances relating to the performance of this Contract, including but not limited to the Occupational Safety and Health Act of 1970 (OSHA), the Oregon Safe Employment Act, and rules adopted by Oregon OSHA.
- B. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. This responsibility extends to the safety of:
 - 1. All employees of the Contractor and its subcontractors;
 - 2. All other persons who may be affected by the work; and
 - 3. The work itself, including equipment, materials, and property.
- C. The Contractor shall provide, at its sole expense, any and all safety equipment, devices, and precautions necessary to protect the health and safety of its personnel and subcontractors, and may attach non-permanent safety equipment to structures or equipment when necessary to comply with OSHA or Oregon OSHA requirements.
- D. The Contractor shall be solely responsible for reporting and responding to any occupational injury or illness, safety incident, or OSHA/Oregon OSHA citation occurring in connection with the work, in full compliance with all applicable laws. Failure by the Contractor or its subcontractors to comply with applicable safety and health laws or regulations shall constitute a material breach of this Contract and may be grounds for termination for cause, withholding of payments, and/or other remedies available to the Owner under this Contract or at law.
- E. The Contractor warrants that all goods and services provided under this Contract comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. The Contractor shall provide the Owner with a Safety Data Sheet for any goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437-

002-0360 and 29 CFR 1910.1020), and shall label, tag, or mark such goods in accordance with applicable law.

SECTION 19. PAYMENT

CONTRACTOR may submit invoices for work performed to COUNTY on a monthly basis. COUNTY shall pay all undisputed portions of each invoice from CONTRACTOR within thirty (30) days of the invoice date.

SECTION 20. COUNTY INFORMATION

COUNTY shall furnish all information and technical data in COUNTY's possession or under its control reasonably required for CONTRACTOR's proper performance of the work prior to CONTRACTOR's commencement of the work and at such other times as COUNTY and CONTRACTOR mutually agree. CONTRACTOR is entitled to reasonably rely upon the accuracy, completeness, currency and non-infringement of information and data provided by COUNTY.

SECTION 21. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Contract if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming party, including acts of God, fire, flood, extraordinary weather conditions, natural catastrophes, unanticipated or differing site conditions, explosion, war, civil unrest, terrorism, sabotage, computer viruses, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, strikes, lockouts, industrial disturbances, changes in law or regulations, requests, acts, or intervention of governmental agencies or authorities, court orders, labor relations, or the inability to obtain materials, equipment, fuel, or transportation ("Force Majeure Event"). CONTRACTOR shall be entitled to a change in the scope of Services, compensation, and/or the project schedule to the extent a Force Majeure Event results in any increase in the time or costs necessary to perform the work under this Contract.

SECTION 22. CHANGES

COUNTY and CONTRACTOR may at any time by written Contract make changes in the work, project schedule, compensation, and/or other terms and conditions of the Contract, including, without limitation, equitable adjustments in the event of any changes or modifications in the scope of work or the manner or method of performance of the work from that specified in the Contract. COUNTY and CONTRACTOR shall effect such change through the use of a written change order.

- SIGNATURES ON NEXT PAGE -

Contractor's Business Name

Board of Commissioners
Coos County, Oregon

Signature

Commissioner

Name (Printed)

Commissioner

Title

Commissioner

Street Address
City, State, Zip
Phone Number

250 N Baxter St.
Coquille, OR 97423
541-396-7535

Date

Date

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION; SPECIAL PROVISIONS

SECTION 1. SCOPE OF SERVICES

A. The CONTRACTOR SHALL provide all materials, tools, and labor to complete the following work located at **[Insert address]**, and as specified in Contractor's quote and incorporated herein by this reference:

1. **[Insert a detail list of work to be performed]**

B. COUNTY shall:

1. Provide access to the work area, with access times upon mutual agreement of the parties.

SECTION 2. COMPLETION DATE

The term of this contract shall start the work upon execution of the Contract by the COUNTY, or other date as mutually agreed by parties. Work shall be completed by CONTRACTOR by **[Insert Completion Date]** or other date as mutually agreed by parties.

SECTION 3. COMPENSATION

COUNTY shall pay CONTRACTOR for work performed, including costs and expenses, the sum of upon **[Insert dollar amount (\$)]**, completion of the project to the satisfaction of the COUNTY. Payment shall be made upon submission of invoice(s) from CONTRACTOR.

Full payment shall be considered as written acceptance of the work. COUNTY may request lien waivers from all subcontractors and suppliers before payment. CONTRACTOR must submit a completed W-9 form to Coos County Finance Department, 250 N. Baxter St., Coquille, OR 97423, fax (541) 396-1027, e-mail klittle@co.coos.or.us , prior to receiving any payment under this Contract.

SECTION 4. SPECIAL PROVISIONS

This Contract is subject to the following provisions:

EXHIBIT B
STATUTORY PROVISIONS

SECTION 1. COMPLIANCE WITH LAWS

Notwithstanding any other provisions in this Contract, CONTRACTOR is responsible for complying with all local, state and federal laws, rules and regulations, as well as all procedures and best management practices currently recommended by applicable local, state and federal agencies, in performing work under this Contract.

SECTION 2. GENERAL PROVISIONS

As provided by ORS 279B.220, CONTRACTOR shall:

- A. Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this Contract.
- B. Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or subcontractor incurred in the performance of this Contract.
- C. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished, whether by CONTRACTOR or a subcontractor.
- D. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- E. Remit to the COUNTY all required documentation for Federal and State tax purposes including but not limited to a recent W-9 form.

SECTION 3. HOURS OF EMPLOYMENT

- A. As provided by ORS 279B.235, a person may not be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 1. For all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or
 2. For all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
 3. For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- B. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before the commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- C. In the case of a contract for personal services as described in ORS 279A.055, persons employed under the contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.
- D. In the case of a contract for services at a county fair or for other events authorized by a county fair board, employees must be paid at least time and a half for work in excess of ten (10) hours in any one day or forty (40) hours in any one week. Contractor shall notify employees who work under the public contract, either at the time of hire or before work begins on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

SECTION 4. MEDICAL PAYMENTS

As provided by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all moneys and sums that CONTRACTOR collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

SECTION 5. DISCRIMINATION

- A. As provided by ORS 279A.110, CONTRACTOR may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is 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 that is certified under ORS 200.055.
- B. If CONTRACTOR violates (A), COUNTY may regard the violation as a breach of contract that permits:
 - 1. Termination of this Contract; or
 - 2. COUNTY may exercise any remedies for breach of contract that are reserved in this Contract.