



**Metropolitan Wastewater
MANAGEMENT COMMISSION
REQUEST FOR PROPOSAL (RFP)**

PROJECT NUMBER	P80121	
PROJECT NAME	Boiler Upgrades	
PROJECT LOCATION	Water Pollution Control Facility, 410 River Avenue, Eugene, Oregon	
ELECTRONIC PROPOSAL SUBMISSION DEADLINE	February 10, 2026 2:00 p.m. Oregon local time	
DIRECT ALL INQUIRIES TO	NAME	Matt Dapkus
	TITLE	Project Manager
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DATE RFP ISSUED: January 6, 2026		

Revised: December 2025

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1.0 GENERAL INFORMATION

1.1 Introduction

The Metropolitan Wastewater Management Commission (MWMC) is a governing body that oversees and manages wastewater treatment services for the Eugene/Springfield metropolitan area. It is a partnership between the cities of Eugene and Springfield, and Lane County in Oregon. For more information about the MWMC partnership, service area, governance, facilities, and other details, please visit the [MWMC Website](#).

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a Proposal to provide engineering design services for the MWMC in accordance with the specifications set forth in this Request for Proposals (RFP). The MWMC intends to use the results of this process to select and award one (1) Consultant contract for engineering design services.

The MWMC Project Manager indicated on the cover page of this RFP is the sole point of contact for questions and issues that may arise during the RFP process.

A non-mandatory pre-proposal meeting will be held on the date and time indicated in Section 1.8 at the project location indicated on the cover page of this RFP. See map accompanying this RFP posting showing where to park when you arrive.

1.2 Definitions

DEQ means Oregon Department of Environmental Quality

EWEB means Eugene Water and Electric Board

NTE means Not to Exceed

Proposer means a design firm submitting a proposal in response to this RFP

Consultant means the firm awarded a contract resulting from this RFP

SUB means Springfield Utility Board

WPCF means Water Pollution Control Facility

The MWMC website is: www.mwmcpartners.org

1.3 Project Overview

Original construction of the heating plant in its current location occurred in the early 1980s and underwent an equipment upgrade in 2017 when a new boiler was installed to provide for increased heating demand from construction of a 4th digester, and a new laboratory building. In 2025 the Administration Building heating load was removed from the heating loop when the existing building was demolished.

The heating system at the WPCF utilizes both utility-provided natural gas and reclaimed biogas from the digesters as energy sources and includes a boiler, engine generator (EG), two candlestick flares, and a renewable natural gas (RNG) facility. Four anaerobic digesters produce biogas which is collected and utilized in the RNG facility. When the RNG facility is offline, biogas is utilized onsite in the existing EG and/or boiler to provide heat for the digesters, some buildings, and other processes. Excess biogas is combusted in one of the two flares. The current preference is to utilize natural gas for system heating to maximize revenue from the sale of renewable natural gas while retaining the dual-fuel capability of the existing boiler for times when the RNG facility is offline.

The DEQ requires redundancy for critical processes at wastewater treatment plants, but the existing EG is undersized to meet the plant's current peak heating demand. If the boiler experiences a failure during winter months, the plant's treatment process may be interrupted, and various buildings could be without heat. To incorporate redundancy in the plant's heating system, a study completed in February 2025 indicates that installing a second boiler is the best option to create redundancy for meeting the plant's peak heating demand both now, and in the future.

This project is anticipated to begin in early summer 2026 and extend through 2027, and services procured under this RFP are anticipated to be required for this same duration. The MWMC estimated total cost for Project P80121 is \$2,700,000. Construction cost to be estimated and refined during design development.

1.4 Additional Information

Additional information available includes the following documents:

- Technical Memorandum completed by Brown and Caldwell dated February 28, 2025: Evaluation of Existing Systems and Alternatives Analysis
- Original construction documents from the heating plant equipment and building, and for the 2017 upgrades to those items, are available
- MWMC Disaster Mitigation and Recovery Plan, March 2020

1.5 Clarifications

All inquiries concerning this RFP must be directed via email to the person indicated on the RFP cover page on or before the date indicated in Section 1.8 of this RFP. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer shall immediately notify the MWMC Project Manager to request modification or clarification of the RFP document.

Proposers are prohibited from communicating directly with any employee of the City of Eugene or the City of Springfield, except as described herein. No employee or representative other than those individuals listed as contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.6 Reasonable Accommodations

The MWMC will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations, promptly contact the MWMC Project Manager listed above.

1.7 Addenda

If it is necessary to amend, revise, or supplement any part of the RFP, addenda will be posted to the [MWMC website](#) and *may*, as a courtesy, be directly provided to all consultants who were present at the mandatory pre-proposal site visit. Any addenda so issued are to be considered part of the specifications of the RFP. The MWMC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addenda issued by the MWMC. In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the MWMC shall be final and binding upon all parties.

1.8 Procurement Timeline

Listed below are dates and times of actions related to this RFP. There may be a formal notification issued for changes in the dates, times, and events occurring *after* proposals are due.

DATE	EVENT
January 16, 2026, 6:00 p.m. local time	Last day to email written inquiries, feedback, and/or RFP written protest
January 21, 2026	Last day for addenda to be posted on the MWMC website
January 27, 2026 @ 10:00 AM local time	Non-mandatory pre-proposal meeting at WPCF. See Section 1.1
February 10, 2026 2:00 p.m. local time	Proposals due
Week of February 23, 2026	Oral interviews (if needed)
March 10, 2026	Notice of Intent to Award; selection protest period begins
March 17, 2026	End of selection protest period
March 19, 2026	Consultant submits 2026 rates/fees schedule and personnel time spend plan for the design development project phase
March 23-April 10, 2026	Negotiation of final Scope of Services; 1-2 meetings each week
April 15, 2026	Consultant's NTE fee due
April 20, 2026	Final contract sent to Consultant for review and signature
May 8, 2026	MWMC approval of final contract
May 2026	Contract Execution

1.9 Contract Term

Any contract resulting from this RFP shall be effective upon the signature of all parties and shall terminate as specified in the contract.

1.10 Proposal Submission Instructions

Electronic emailed Proposals must be received by the Project Manager indicated on the RFP cover page on or before the date and time specified in this RFP. Emails containing Proposals sent as a response to this RFP must state in the Subject line of the email the following:

RFP: MWMC P80121 Boiler Upgrades

1.11 Trade Secrets and Public Records Law

The MWMC shall retain the RFP, and one electronic copy of each original Proposal received, together with copies of all MWMC documents pertaining to the award of the contract. These documents will be made a part of a file or record, which shall be open to public inspection after Proposal selection and award announced. If a Proposal contains any information that is considered a trade secret under ORS 192.345 (2), Proposer's must mark each sheet of such information with the following legend: **"This data constitutes a trade secret under ORS 192.345 (2) and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of any MWMC documents or any portion of a MWMC document submitted as part of a Proposal may depend upon official or judicial determination made pursuant to Oregon Public Records Law.

To facilitate public inspection of the non-confidential portion of the Proposal, material designated as confidential shall accompany the Proposal but shall be readily separable from it. Prices, makes, model, or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designated to the contrary. **Any Proposal marked as a trade-secret in its entirety will be considered non-responsive.**

1.12 Protest Procedures

Protest procedures for the RFP or the contract award may be found in the MWMC Procurement/Contracting Rule 137-048-0240.

1.13 Proposal Confidentiality

ORS 279C.107 (1)(a): Notwithstanding ORS 192.311 to 192.478, the contracting agency may open proposals to avoid disclosing contents to competing Proposers during, when applicable, the process of negotiation.

ORS 279C.107 (1)(b): Notwithstanding ORS 192.311 to 192.478, the contracting agency need not open proposals for public inspection until after the contracting agency executes a contract.

ORS 279C.102 (2): Notwithstanding any requirement to open proposals to public inspection after the contracting agency executes a contract, a contracting agency shall withhold from disclosure to the public trade secrets, as defined in ORS 192.345 (Public records conditionally exempt from disclosure), and information submitted to a public body in confidence, as described in ORS 192.355 (Public records exempt from disclosure), that are contained in a proposal. Opening a proposal at a public meeting, as defined in ORS 192.610 (Definitions for ORS 192.610 to 192.690), does not make the contents of the proposal subject to disclosure, regardless of whether the public body that opens the proposal fails to give notice of or provide for an executive session for the purpose of opening proposals. If a request for proposals is canceled after proposals are received, the contracting agency shall, subject to ORS 192.345 (Public records conditionally exempt from disclosure) and 192.355 (Public records exempt from disclosure), return a proposal and all copies of the proposal to the Proposer that made the proposal. The contracting agency shall keep a list of returned proposals in the file for the solicitation.

1.14 MWMC Values Statement

The MWMC strives to provide high-quality services that achieve, sustain, and promote balance between community, environmental, and economic needs while meeting customer service expectations. The MWMC's values are:

- Clean Water
- Protecting Community Health
- Providing Excellent Customer Service
- Sustain Environmental Stewardship
- Collaboration with Partners
- Maintaining Fiscal Responsibility

2.0 PROPOSAL SELECTION AND AWARD PROCESS

2.1 Non-Responsive Proposals

Vendors are responsible for carefully reading all the terms and conditions contained in the RFP, including the terms and conditions contained in any attachments, exhibits, or schedules to the RFP, and for following the instructions given. Proposals that do not contain all the information requested may be rejected as non-responsive. The MWMC may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements and may cancel this solicitation or reject for good cause any or all Proposals upon a finding by the MWMC that it is in the public interest to do so.

2.2 Proposal Scoring

Accepted Proposals will be scored by a Proposal Review Committee consisting of representatives from the City of Springfield and City of Eugene and scored against the stated criteria described in Section 2.4. This scoring will determine the ranking of vendors based upon their written Proposals.

2.3 Interviews

Interviews *may* be conducted following initial review of Proposals if the MWMC determines, in its best interest, that interviews are necessary to differentiate between Proposers or to gain additional insight into each Proposers qualifications. If interviews are conducted, they will be scored separately with a maximum value of 25 points which will be added to each Proposer's score from the Evaluation Criteria below for a revised aggregate score.

2.4 Evaluation Criteria

The Proposals will be scored using the following criteria:

#	Criterion	Description	Points
1	Demonstrated understanding of project	Consultant's approach to meeting project objectives, project technical understanding, and role in collaboration with the MWMC team	10
2	Proposer's capabilities and experience	Demonstrated history of successfully completing similar projects utilizing cost, schedule, and resource management. Performance related to successful system startup and commissioning. Provide at least four (4) examples of successful projects including project name and location, client, assigned staff and roles, starting project budget, and final project cost	25
3	Innovation	Ability to identify opportunities for operational efficiency, quality improvements, and cost reduction. Incorporation of indirect benefits such as improved safety, energy efficiency, and reduced community impact	15
4	Staff education, background, technical expertise, experience, and project role	Education, background, expertise, experience, and role of key proposed staff related to meeting project objectives. Approach to managing staff roles and assignments.	15
5	Quality Assurance & Quality Control	Consultant's approach to QA/QC to ensure and control the quality of all project deliverables	15
6	References	Performance and responsiveness as perceived by former clients and reported during reference checks	20
Total Points Possible			100

2.5 MWMC Rights

The MWMC reserves the rights to:

- Change the schedule of the RFP and the selection process by issuance of an addendum

- Delay, suspend, or cancel the procurement, or reject any or all Proposals in accordance with MWMC Procurement/Contracting Rule 137-048-0250
- Seek clarification of each vendor's Proposal, if necessary, during the evaluation process
- Adjust the final scope of work and include additional items, or remove items
- Negotiate a final contract that is in the best interest of the MWMC
- Waive minor errors, irregularities, or omissions in any or all proposals

2.6 **Award**

The contract award will be granted to the highest scoring responsive, responsible Proposer following any negotiations of final Scope of Work, performance obligations and schedule, other conditions the MWMC believes to be in its best interest, and the Proposer's payment methodology and rates. If the MWMC and the highest scoring responsive, responsible Proposer are unable to reach an agreement following good faith negotiations, the MWMC may, at its sole discretion, begin negotiations with the next highest responsive, responsible Proposer.

2.7 **Notification of Intent to Award**

As a courtesy, the MWMC may send a notification of intent to award memo to responding consultants/vendors at the time of the award. The consultant contract awarded under this RFP process must also be approved by the MWMC governing body.

3.0 PROJECT OBJECTIVES AND SCOPE OF SERVICES

3.1 **Project Objectives**

The primary objective of this project is to upgrade the existing heating system at the WPCF to meet DEQ redundancy and plant peak heating requirements now and in the future by decommissioning and removing the existing engine generator and replacing it with a new boiler. Design consideration must also be given to energy efficiency, and upgrading ancillary systems and equipment associated with the heating infrastructure such as piping, valves, motors, pumps, controls, and other components if inclusion in the work of this project provides economic and/or operational benefits. WPCF operator and maintenance safety must also be considered for incorporation into all design elements.

3.2 **General Scope of Services**

A. PROJECT MANAGEMENT

Consultant must designate one (1) person to be the single point of contact for the MWMC Project Manager. The designated contact must be empowered with all authority necessary to make decisions related to the project on behalf of the consultant team in a timely manner. The designated contact must inform and gain approval in writing from the MWMC Project Manager prior to doing any work that might be outside the scope of the contract and cannot be changed without prior written approval by the MWMC's Project Manager. The designated contact must:

- Schedule a project kick-off meeting with Owner to establish design parameters, critical project elements, anticipated construction Scope of Work, and roles, responsibilities, and communication protocol for project team. Provide meeting minutes
- Prepare and update project schedules, monitor project performance related to schedule, and provide responsive, timely communication
- Assist the MWMC with public outreach and/or presentation of project to the Commission for discussion and or approval. Budget for two 2-hour meetings
- Control Consultant's expenses/budget
- Attend weekly or bi-weekly project-related meetings as needed either virtually or in-person

- Provide quality assurance/quality control
- Oversee monthly invoicing and provide cost-loaded schedule with each invoice to assist Owner with cash-flow projections

B. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PLAN

Within the first 30 calendar days following the notice to proceed, Consultant must provide the MWMC with a project specific QA/QC plan. Consultant must designate a QA/QC administrator to work with the consultant's designated contact to assemble the QA/QC team, which should consist of senior consultants and technical staff, each responsible for peer review of an element or discipline within the design (e.g., piping, structural, process, mechanical, electrical, HVAC, instrumentation, etc.). The QA/QC plan must cover preliminary design, product/equipment selection, and drawing and specification development. All deliverables and submittals must be thoroughly reviewed by the consultant's QA/QC team in accordance with the QA/QC plan prior to submitting to the MWMC. At a minimum, the QA/QC plan must:

- Identify the QA/QC team members and their roles and responsibilities within the firm
- Provide a QA/QC schedule identifying QA/QC milestones
- Describe each deliverable requiring QA/QC including technical memoranda, cost estimates, equipment sizing and design data, plans and specifications, and all associated calculations.
- Be updated as required
- Provide for correspondence from QA/QC team personnel to the MWMC project manager regarding implementation of plan, and copies of specific memorandum providing advice to design Consultant project team

C. CONCEPTUAL (PRE) DESIGN

Consultant must identify and comparatively evaluate viable design alternatives developed with sufficient detail to perform net present value (NPV) comparisons. Consultant must conduct workshop(s) as needed with the MWMC project team which may include Oregon Department of Environmental Quality (DEQ) staff. During these workshop(s), Consultant must present design concepts that meet the stated objectives, gain feedback/approval from the MWMC project team, and facilitate the reaching of consensus on design parameters. Information discussed should include size and location of equipment/infrastructure, preliminary process and flow diagrams, operation and maintenance efficiencies, access, and safety, NPV analysis, energy costs and efficiency analysis, and comparison of alternatives based on non-monetary criteria. Provide recommendations regarding project phasing, and number and types of bid packages. Consultant must work with the MWMC Project Manager to consider other current and future projects and make provision in the design to interface with equipment, systems, and infrastructure from these projects. Provide draft technical memoranda documenting design outcomes from workshop(s) and submit to MWMC for review comments. Incorporate MWMC comments and any DEQ refinement into final technical memoranda.

Key Deliverables:

- Itemized list of all permits required, permitting agencies that have review authority over the project, and permit submittal requirements and schedules
- Identification of impacted utilities and contacts for affected agencies
- Updated project schedule as needed
- Identification of key concepts requiring decisions early in the design process, and equipment/materials with long lead times including suitable alternatives

- Identify and present project risks and mitigation options for consideration during conceptual design and discuss at a pre-design workshop with the MWMC team. Items to be assessed include, but are not limited to, the following:
 - Likelihood of each risk, potential impacts, and mitigation options
 - Subsurface risk(s): Establish a written action plan to address contaminated material procedures if contaminates are found in the construction zone. The contractor duties and requirements must be specified in the design packages
 - Likelihood of damaging existing facilities during construction and concepts to promptly address damage if it occurs
- Draft and finalized meeting minutes.
- Interaction with DEQ staff during conceptual design, and documentation of transmittals to the DEQ and DEQ feedback as required to obtain DEQ concept review described in Section E – Regulatory Assistance below
- Conceptual design drawings and narrative
- Coordination with nearby projects and early design decisions for equipment and details which interface with those projects
- Evaluation and recommendation of potential construction bid package(s) needed to complete the project
- Complete alternatives analysis and draft technical memoranda (TMs) with consultant recommendations for MWMC project team review and comments. Include cost/benefit, environmental and social impact, MWMC life/cycle cost analysis, safety, operational efficiency, and other evaluations to assist the MWMC project team in identifying a recommended/preferred solution. Present the recommended solution to the MWMC for consideration and approval before implementation of the design development
- Identify potential impacts to neighboring properties including noise, odors, dust, erosion, and runoff and develop mitigation strategies. Identify other potential project risks and mitigation

D. DESIGN

Drawings and specifications must be of a level of detail customarily provided for projects of this type by national professional engineering firms performing similar wastewater and biosolids services. Appropriate consultant team members must become familiar with the existing conditions and infrastructure as they develop the project design.

Topographical Survey and Utility Locates

Gather record drawings and review existing conditions related to the project to identify and include specific requirements into the contract documents. Conduct a detailed field survey, including project-related above-ground infrastructure, to identify utility crossings and provide for comprehensive design of the project.

Geotechnical and Sub-surface Exploration

It is unclear if consultant subsurface technical support is needed. Consultant may be asked to conduct a field survey and sub-surface exploration to a level of detail necessary to evaluate existing conditions and the sub-surface impact for new structures and systems, and for comprehensive design of the project. As needed, Consultant must provide technical services to investigate, evaluate, and address contaminated material(s) through recommended solutions, evaluate groundwater dewatering requirements for excavation work, and include requirements and information in construction bid package(s). During construction, consultant services may be needed to evaluate unanticipated materials, contaminated areas, or groundwater and promptly provide recommendations and a work plan to address any subsurface or dewatering issues.

50% Design Submittal

Consultant must develop drawings showing design components for review by the MWMC project team and must incorporate and/or resolve comments from design progress meetings. The 50% design must be completed with enough detail to facilitate discussion of the material choices and finer aspects of construction approach associated with piping, structural, mechanical, electrical, and instrumentation components.

In addition, the Work Restrictions section of the construction specifications must be completed, with particular attention given to shutdown constraints, work sequence, milestones, and execution of the work. This submittal must also include preliminary drawings showing the demolition and removal of all components that will be affected by the construction work, including obsolete components necessitated by the design. The 50% design submittal must include the process and instrumentation diagrams (P&IDs).

The 50% Design Drawings must include placeholders for missing items and include the following:

- General sheets approximately 70% complete with placeholders for missing information. General sheets must include
- Civil sheets approximately 50% complete. The civil sheets must include paving and grading plans, all necessary horizontal control data, demolition plans, alignments (if necessary) of long buried duct and/or piping runs, and major civil sections. As needed, coordinate and/or develop any landscaping requirements and specifications with the MWMC
- Identification of operations and controls, and preliminary process and instrumentation diagrams (P&IDs) 50% complete. Provide draft data sheets for all instrumentation equipment
- Structural sheets approximately 50% complete. The structural sheets must show concrete reinforcing for foundation slabs, walls, and elevated slabs of structures, equipment pads, stairs, ladders, platforms, grating, hatches, and major structural sections must be included
- Mechanical sheets approximately 60% complete. Mechanical sheets must include demolition drawings, major sections and details, piping and ducting components, and major support systems. Provide draft Equipment Performance Test forms
- Electrical sheets approximately 50% complete. Electrical sheets must include one-line diagrams as needed to show panels, switchgear, transformers, and substations. Partial electrical plans must be included to show electrical routing and connections to each piece of equipment

MWMC Division 00 and 01 standard specifications must be incorporated into the design documents, and Consultant must reconcile any conflicts between MWMC specifications and the Consultant's design specifications as needed. The 50% design specifications must include complete Divisions 00 and 01 customized by Consultant for the project, portions of other divisions as needed to define material and equipment choices, details and associated specifications for any required International Building Code special inspection and testing requirements, and utility impacts and requirements within the project Area of Work. Portions of Divisions 11, 13, 15, and 16 must specify sizes, types, and design conditions of all major equipment components, motors, variable frequency drives (VFDs), instrumentation, and controls. Clearly specify all action submittals and informational submittals required for the project.

Two (2) weeks prior to submission of the 50% design for review, Consultant must notify the MWMC project team and confirm the submittal date. Consultant must schedule a meeting approximately three (3) weeks after submission to facilitate review and documentation of MWMC comments and discuss how or why the comments may or may not be incorporated into the design with appropriate written follow-up responses and action items. Consultant must prepare a preliminary schedule of

construction milestones and an engineer's cost estimate based on the 50% design. As directed by the MWMC Project Manager, Consultant must submit the design package to the DEQ for review and feedback. The 50% design submittal must include appropriate requirements for the construction phase to accommodate on-going operational needs and coordination of other related on-site activities (other construction projects, etc.) that can impact the construction work.

Key Deliverables; electronic PDF format on three (3) USB drives, and five (5) bound hard copies of each document or set:

- 50% design drawings, details, and specifications with full size sheets formatted at 22"x34"
- Product data sheets, minimum performance criteria, controls function configurations, and draft O&M manual for major equipment and systems
- Draft instrumentation data sheets that list functionality, configuration, and communication to meet design requirements
- QA/QC review and written feedback from Consultant's QA/QC team.
- Identify all impacted utilities and follow-up coordination with written action items
- Revised project schedule and engineer's cost estimate based on 50% design, including clearly identified bid alternates if applicable
- Assume one 4-hour 50% design review meeting with the MWMC project team and provide meeting minutes
- Assume one 4-hour meeting with MWMC staff related to specialized systems such as instrumentation and control to discuss and agree on the details of operational control modes, alarm conditions, and system responses, and provide meeting minutes. If Consultant anticipates additional meetings, Consultant must propose as an optional scope of services
- Provide record of comments received and Consultant's written responses
- Identify, discuss, and document the status of project permits, utility coordination, and outstanding issues
- As needed, submit 50% design documents and draft O&M manual to DEQ for design review and address DEQ comments as directed by the MWMC. Draft O&M manual must comply with [DEQ requirements and recommendations](#)

90% Design Submittal

Consultant must further develop the full set of Construction Documents to the 90% level of design with only minor details left to resolve. The 90% design package must address the MWMC comments from 60% design review and incorporate any DEQ comments received as directed by the MWMC. Changes required after this submittal must be minor and result only from permit reviews, MWMC project team comments, QA/QC input, and proofreading. Substantial changes are not permitted unless directed by the MWMC Project Manager and may require additional MWMC review. Consultant must reconcile all code-related and other conflicts within the entire set of 90% drawings and specifications prior to review submission.

Two (2) weeks prior to submission of the 90% design for review, Consultant must notify the MWMC team to verify the submission date. Consultant must schedule a meeting approximately three (3) weeks after submission to facilitate review and documentation of MWMC comments and discuss how or why the comments may or may not be incorporated into the design with appropriate written follow-up responses and action items. Consultant must update the schedule of construction milestones and engineer's cost estimate based on 90% design and current market conditions and meet with local permitting agencies as needed to ensure permit application submissions are complete.

Key Deliverables; electronic PDF format on three (3) USB drives, and six (6) bound hard copies of each document or set:

- 90% design documents including all drawings, specifications, instrumentation data sheets, process control diagrams, and equipment performance test forms, organized into multiple bid packages as needed, with full size drawing sheets formatted at 22"x34"
- QA/QC review and written feedback by consultant QA/QC team
- Revised construction milestone schedule and engineer's cost estimate based on 90% design including any potential bid alternates
- Assume one 4-hour 90% design submittal review meeting with the MWMC project team and provide meeting minutes
- Explain any potential system performance issues based on design and provide potential remedies
- Record of comments received and Consultant written responses
- Report outcomes of any discussion(s) with permitting agencies
- Identify, discuss and document the status of the project permits, utility coordination and outstanding issues to address
- As needed, submit 90% design package and updated O&M manual(s) which comply with [DEQ requirements and recommendations](#) for DEQ review. Obtain final written approval for the project from DEQ.

100% Contract Documents (CDs) Submittal

At 100% CDs Consultant must submit the full package for verification that all 90% review issues are resolved and incorporated. Two (2) weeks prior to submission of the 100% design for review, Consultant must notify the MWMC Project Manager to verify the submission date.

MWMC Project Manager will provide Consultant with any final corrections and comments within ten (10) days of receipt. Consultant must then incorporate any corrections and submit final CD Bid Documents, including drawings and specifications bearing the seal of the appropriate professional engineer(s), and ready for procurement and submission with permit application(s) within ten (10) days of receipt. Consultant must prepare a revised construction milestones schedule and detailed engineer's cost estimate for the 100% design package.

Key Deliverables; electronic PDF and CAD (.dwg) format on three (3) USB storage drives, seven (7) full-size bound and four (4) half-size bound hard copies of each document or set:

- 100% final Construction Documents, organized into multiple bid packages if needed, with full-size drawing sheets formatted at 22"x34". Final specifications must also be provided in MS Word, and specifications in PDF must contain a table of contents with links to each section
- Revised construction milestones schedule and detailed engineer's cost estimate based on the final CDs and current market conditions, including any potential bid alternates
- Record of comments received and Consultant written responses.
- List of permit applications, completed application materials to be submitted, contact list, and related status summaries

E. INTERAGENCY COORDINATION / PERMITS

Consultant must assist the MWMC to determine all permits necessary to complete the project and the required application materials which must be submitted. Consultant must coordinate with permitting agencies to ensure permit application packages are complete which may include meetings or phone contact, assist the MWMC in applying for the project permits, and notify MWMC

when permit fees need to be paid. Potential permits may include, but are not limited to:

- Building Permit
 - During the pre-design and design phase, the City of Eugene offers a 2-hour "Project Consultation" meeting for a fee at the Eugene permit center
 - The MWMC anticipates submitting the 100% Bid Documents to start the permit review process
- Lane Regional Air Protection Agency (LRAPA). The MWMC has an existing permit with the LRAPA for the wastewater treatment plant operation. The LRAPA may have requirements relating to air quality and redundancy of systems based on project design
- Storm Water Discharge Permits (State of Oregon and local water quality requirements – NPDES, etc.).
- 1200C permit and/or related construction permits.
- Utility permits
- Railroad right-of-way permit
- Oregon Department of Transportation (ODOT) permit

Consultant must identify and prepare submission materials for any other permits necessary to complete the project. Any design modifications required because of permit review must be incorporated into the CDs and may require addenda during the bidding phase.

F. ASSISTANCE DURING BIDDING

Consultant must provide technical assistance as needed to interpret the Bid Documents during the bidding phase including the following as needed:

- Prepare technical addenda to the documents as needed which may include supplemental drawings and/or specifications
- Attend pre-bid meeting(s) to discuss the project with potential bidders
- Answer potential bidder follow-up questions, review bids for performance capabilities in accordance with the Contract Documents and provide a formal recommendation to award the MWMC construction contract(s).
- Provide MWMC Project Manager with a professional letter regarding findings and recommendations following review of construction bids

G. ASSISTANCE DURING CONSTRUCTION

Consultant must provide project management assistance to the MWMC during construction and use the MWMC Virtual Project Manager (VPM) web-based application for project communication and collaboration including, but not limited to, schedules, submittals, pay applications, and RFIs.

- Attend and participate in a pre-construction meeting. Review meeting minutes, schedules, project constraints and important requirements, methodology of processing submittals and requests for information (RFIs), and provide written responses as needed
- Provide the MWMC with a list of required submittals that will be used during construction, start-up/commissioning, and project closeout. Provide review of schedule of values, construction schedules, and material, equipment, shop drawing, commissioning, start-up, and O&M manual submittals to confirm design intent and conformance with the Contract Documents. Additional attention must be paid to items requiring custom fabrication, specialized equipment or processes, specialized testing requirements, DEQ compliance, or project control integration into the existing Yokogawa control and instrumentation system. Coordinate submittal review with MWMC Project Manager to incorporate MWMC comments. Provide response memo with

submittal markup review to Contractor ten (10) days of receipt. Consultant should expect at least one (1) re-submittal on each submittal and up to two (2) re-submittals for complex components

- Respond to Contractor's RFIs within seven (7) days which may include design clarification, field orders, or supplemental drawings or specifications. Consultant must advise the MWMC Project Manager by separate written communication regarding potential cost implications and/or QA/QC concerns related to RFI responses
- Prepare Contractor proposal requests (bulletins), construction change directives, and review Contractor's proposed change orders whenever changes to the Contract Documents are required for the successful completion of the project. Consultant must provide all technical review, information, and documentation to facilitate changes to the Contract Time and Contract Sum. All design modifications, change order review, and other technical services necessitated by design errors or omissions in the Bid Documents must be performed by Consultant at no cost to the MWMC
- Consultant must attend weekly construction progress meetings at the project site. Consultant may propose an alternative virtual or hybrid meeting format, but the MWMC reserves the right to determine the meeting format or to change the format during the project. Consultant's proposal must identify the anticipated construction timeline, phasing, and other assumptions used to calculate anticipated meeting attendance and proposed NTE fee
- Consultant must be available to review construction progress and coordinate timely resolutions to issues related to layout, structural, mechanical, piping, electrical, instrumentation, and specialty inspections. Consultant must compose reports documenting observations, issues which arise, photos which clearly show observations and issues, and conflicts with the Contract Documents, and coordinate recommended solutions with the project team. Consultant must provide appropriate direct and/or sub-consultant personnel to attend critical equipment/system pre-installation meetings, mockups, equipment, system, and process start-up and final inspections, and initial, intermediate, and final punch list reviews.

H. START-UP AND TESTING SERVICES (PROJECT COMMISSIONING)

Consultant must participate in and coordinate onsite start-up and testing services with Contractor, equipment and process representatives, and MWMC personnel related to new equipment and systems as described herein. The MWMC, Consultant, and Contractor roles for programming, start-up, and testing must be clearly identified in the Contract Documents. Consultant must identify any assumptions related to start-up and commissioning within their proposal.

Startup, Testing and Commissioning Coordination

- Schedule and lead coordination meetings with MWMC, Contractor, and equipment representatives. Assume two (2) general startup and commissioning coordination meetings at the project site with a duration of four (4) hours
- Provide a detailed Facility Start-up Plan for equipment and system startup, testing, and commissioning listing key activities, their sequence, and the responsible party to guide the Contractor in coordinating these activities. Develop plan with input from MWMC personnel regarding operational capabilities and constraints. Draft plan due by 50% Substantial Completion of construction and final plan due by 80% Substantial Completion
- Review Contractor's start-up schedule and provide comments and any recommended changes
- Other coordination will occur during the weekly construction meetings. Assume up to sixteen (16) hours for specific coordination items

Equipment Functional Testing

- Review Equipment Functional Test submittals as described in specification section 01640 Manufacturer's Services and approve or make recommendations to ensure compliance with the Contract Documents and conformance with any changes made during construction. Assume up to forty (40) hours for this task
- Witness critical Equipment Functional Testing performed by Contractor and/or equipment supplier. Assume up to forty (40) hours for this task
- Review Equipment Functional Test results for compliance with the Contract Documents and equipment manufacturer's requirements, provide comments, and recommend whether to accept tests. Assume up to one-hundred twenty (120) hours for this task

Equipment Performance Testing

- With assistance from MWMC personnel, develop a plan and conduct performance testing of all programmed control logic including that described in specification section 13410 Control Loop Descriptions. Assume up to eighty (80) hours for this task
- Witness critical Equipment Performance Testing. Assume up to forty (40) hours for this task
- Review up to twenty-five (25) Contractor's Equipment Performance Test results on identified mechanical, electrical, and instrumentation devices for compliance with the Contract Documents. Provide the MWMC Project Manager with a recommendation to accept or reject the Equipment Performance Tests

System Operational Training #1

- Coordinate and conduct two (2) 4-hour on-site system operational training sessions after Equipment Functional Testing and Equipment Performance Testing are complete. The first session must occur in the early afternoon, and the second session must occur in the early evening
- Training must be provided by qualified and competent training personnel with an understanding of the project history and development, and incorporate operational theory, design intent, process control, and operational strategy with time for MWMC personnel hands-on orientation with the new system(s)
- Prepare and distribute a draft agenda, training materials, and operations manual at least three (3) weeks before the scheduled training. After review, Consultant must incorporate MWMC comments into a final version of these materials

System Performance Test

- Coordinate System Performance Testing using the designated process flows under normal operating conditions. The test must quantify the performance capabilities of new system(s) and confirm compliance with design intent and the Contract Documents
- Prepare and submit a draft System Performance Test Plan for MWMC review. Provide final plan which incorporates any review comments from MWMC personnel
- The Systems Performance Test Plan must fully describe the methodology, steps, and evaluation criteria to determine the performance capabilities of all systems
- Consultant must be available for up to sixty (60) hours during system(s) testing to monitor and analyze system performance, and provide recommendations for adjustments or modifications based on comparing measured performance with evaluation criteria established in the plan and the Contract Documents

- After the test is complete, Consultant must examine System Performance Test results and submit a System Performance Test evaluation report and certification letter to the MWMC Project Manager recommending whether the MWMC should accept the test(s) and proceed with System Commissioning

System Commissioning

- Conduct and evaluate System Commissioning. Commissioning must be performed by operating system(s) for a period of fourteen (14) consecutive days without malfunction. Consultant must recommend any necessary adjustments or modifications to obtain a fully operational system including all equipment, controls, and applications software
- MWMC operations staff will operate the new system during the Commissioning period
- Consultant must be available by phone and/or site visit for up to twenty-four (24) hours during commissioning to support onsite staff with conducting, monitoring, and analyzing system(s) during commissioning and help address any issues which may arise
- After Commissioning is complete, Consultant must examine and analyze System Commissioning results and submit a System Commissioning evaluation report and certification letter to the MWMC Project Manager recommending whether MWMC should accept the commissioning report and proceed to final acceptance of the system(s)

System Operational Training #2

- Coordinate two (2) 4-hour onsite system(s) operational trainings after System Commissioning is complete. The first session must occur in the early afternoon, and the second session must occur in the early evening, and training must cover any operational changes or lessons learned through the series of system tests
- Consultant must prepare and distribute a draft agenda, training materials, and updated operations manual at least three (3) weeks before the scheduled training sessions. After review, Consultant must incorporate MWMC comments into a final version of the materials and ensure the final operations manual meets the requirements listed in the subsection below
- Training must be provided by qualified and competent training personnel with an understanding of the project history and development, and a complete understanding of all systems tests with time for MWMC personnel hands-on orientation with the new system(s)
- After systems training from Consultant and Contractor, MWMC operations staff will operate the new system(s)

Operations Manual

- Prepare and submit an operations manual with descriptions and information about the new system(s). The operations manual must comply with [DEQ requirements and recommendations](#) and provide narratives describing each system and its various operating modes (normal, alarm scenarios, unit failure, etc.), indicators of abnormal conditions, purpose of each major equipment, startup and shutdown conditions, and operating set-points
- Provide operations manual in electronic Word and PDF formats on three (3) USB drive devices. The PDF file must contain the following features:
 - Hyperlinks in the table of contents to enable easy navigation to specific sections
 - Searchable
 - Drawings normally viewed in landscape mode
 - Bookmarks in the navigation frame for each section and sub-section
 - File will open displaying single page view magnified to fit one full page to window

- By 50% Substantial Completion or 120 days prior to Substantial Completion, whichever is greater, provide draft operations manual for review and approval by the MWMC and DEQ. Draft operation manual must be submitted prior to System Operational Training #1
- Revised draft operations manual must be submitted as part of System Operational Training #2, and final operations manual must be submitted within fourteen (14) days following completion of System Commissioning

Maintenance Manual

- Prepare and submit a draft electronic, searchable maintenance manual with table of contents, equipment inventory list, and manufacturer's maintenance information and instructions for all new equipment and systems
- Provide manual in electronic Word and PDF formats on three (3) USB drive devices. The PDF file must contain the following features:
 - Hyperlinks in the table of contents to enable easy navigation to specific sections
 - Searchable
 - Drawings normally viewed in landscape mode
 - Bookmarks in the navigation frame for each section and sub-section
 - File will open displaying single page view magnified to fit one full page to window
- Specify in the Contract Documents that Contractor must provide the manufacturer's equipment maintenance manual submittals as searchable PDF files and not as scanned images
- Provide guidance to Contractor to assist them in delivering appropriate final submittals for incorporation into the maintenance manual. For submittals with multiple versions, Contractor to supply a final version with all accepted content as required by Consultant in the Contract Documents
- Maintenance manual must include the following information, instructions and diagrams:
 - Completed MWMC asset tracking form for each asset
 - Local manufacturer representative with contact information
 - Installation and start-up equipment
 - Schedule of routine maintenance tasks
 - Troubleshooting procedures
 - Shutdown and disassembly of equipment
 - Recommended spare parts

I. ELECTRONIC RECORD (AS-BUILT) DRAWINGS

Specify in the Contract Documents that the Contractor is responsible for maintaining as-built drawings at the project site. Upon completion of the project, Consultant must update the conformed drawings with all changes made during construction by the Contractor including, but not limited to, alignment or location changes, equipment substitutions, and construction changes above and below ground. Electronic record drawings must incorporate all changes made via change order, directive, and/or field order.

One complete set of record drawings in AutoCAD and Adobe Acrobat formats must be delivered on three (3) USB drive devices within thirty (30) days of receiving as-built documents from Contractor. Provide two (2) full-size, bound, hard copy sets of record drawings formatted at 22"x34" and two (2) half-size, bound, hard copy sets of record drawings, each clearly marked "Record Drawings".

J. ASSISTANCE TO PROCURE EQUIPMENT EARLY (OPTIONAL TASK, IF OPTIONAL EARLY PROCUREMENT IS RECOMMENDED)

If early procurement of equipment and/or materials is recommended or requested, Consultant must provide engineering technical assistance needed to accomplish the early procurement.

Key Deliverables:

- Organize and lead meeting(s) with MWMC staff as needed to determine design criteria and develop detailed technical specifications for early procurement package(s). If performance specifications are required, Consultant must develop basis of performance, testing criteria for verification of performance, and remedial action should the installed equipment not meet the performance specifications. Consultant must determine the product samples, descriptive literature, technical data, or other material that will be required to be submitted with bids, and the extent to which demonstration, inspection, or testing of the product will be required prior to award of a contract. These requirements must be included in the technical specifications provided by Consultant
- Provide early procurement bid packages to the MWMC Project Manager which contain the MWMC bid form, Division 00 and 01 specifications as needed, and all necessary technical specifications, details, and drawings
- Participate in pre-bid meeting if required and present relevant technical information
- Consultant must assist the MWMC in determining if bids received sufficiently demonstrate Offerors' abilities to perform satisfactorily under a contract and that each Offeror meets the standards of responsibility set forth in ORS 279C.375. Consultant must assist the MWMC in evaluating bids to determine which Offeror offers the lowest responsive, responsible bid
- Review and approve all shop drawings and submittals required prior to inclusion of equipment in the construction Contract Documents

3.3 Project Specific Scope of Services Elements

The following Scope of Services is specific to the project. The amount of effort needed to address each item will vary, and some items may become optional during early design discussions:

- Recalculate current plant peak heating demand following elimination of the Administration and Operations Building load
- Calculate projected plant peak heating demand to 2046. Provide equipment design capable of meeting this projected peak demand
- Determine if the existing biogas refinement process utilized by the engine generator is beneficial to the boiler installation and provide design for modifications or decommissioning
- Improve ventilation for Boiler Building to reduce indoor temperatures
- Coordinate with plant Maintenance personnel to determine if replacement of building sub-loop heat exchangers should be included in design
- Upgrade hydronic loop circulation pump motors to variable-speed motors with VFDs
- Assess Low Explosive Limit (LEL) gas sensors to determine whether those are in optimal locations based on the new design
- Automate chemical water treatment for corrosion protection of hydronic loop(s)
- Relocate biogas booster pump(s) from mezzanine or improve mezzanine maintenance access. Potential exists for simply installing a jib crane to facilitate lifting of heavy tools and parts
- Add seismic shut-off valve to incoming 2" gas line
- Evaluate and design for possible seismic upgrades in accordance with recommendations for the Boiler Building in the MWMC Disaster Mitigation and Recovery Plan, March 2020 with input from Owner. Develop this scope as a series of Bid Alternates
- Ensure that controls and instrumentation design is compatible with and integrated into Owner's existing Yokogawa controls and instrumentation system
- Specify project coordination to limit downtime of existing boiler to 4 hours at any point during construction
- Review existing design documents to add a flare to the biogas system for possible incorporation into this project. May require coordination with another design consultant

3.4 **Electronic File Requirements**

These MWMC specifications shall be applied to the conformed and record drawing sets.

Drawing files shall be provided in both of the following two file formats:

- Autodesk AutoCAD (*.dwg), version 2024 or later. Confirm the version with the MWMC contract manager
- Adobe Acrobat Pro (*.pdf), version 2024 or later

Provide the following files for a complete set of drawings.

- Autodesk AutoCAD (*.dwg) without bound externally referenced files
- All support and referenced files (shape, line type, font, hatch, logos, photos, spreadsheets, etc.) used in the development of the drawings
- Autodesk AutoCAD (*.dwg) with bound (not inserted) externally referenced files
- Adobe Reader (*.pdf) in B-size (11" x 17")
- Adobe Reader (*.pdf) in D-size (22" x 34")

Use the following file naming convention, as appropriate.

- Autodesk AutoCAD files, without bound externally referenced files
 - Sh<##>_<drawing number>.dwg
 - Example: Sh015_C107.dwg
- Autodesk AutoCAD files, with bound externally referenced files
 - Sh<##>_<drawing number>_Bound.dwg
 - Example: Sh015_C107_Bound.dwg
- Externally referenced Autodesk AutoCAD files
 - X-<descriptive file name>.dwg
 - Example: X-base plant.dwg
- Adobe Reader file, D-size
 - Sh<##>_<drawing number>_Dsize.pdf
 - Example: Sh015_C107_Dsize.pdf
- Adobe Reader file, B-size
 - Sh<##>_<drawing number>_Bsize.pdf
 - Example: Sh0015_C107_Bsize.pdf

Drawing units of model space shall be in "Feet".

Each Autodesk AutoCAD drawing shall have two layouts labeled "B-size" and "D-size, with paper space dimensions of 11" x 17" and 22" x 34", respectfully.

All blocks (title block, symbols, etc.), line types, text / dimensions, and line weights shall be scaled correctly for each layout.

All viewports shall reference model space and be scaled to match the layout scale (referenced in the title block) or specify if different.

Properly configure layouts to print in grayscale.

Use full narrative description for layer name, no abbreviations.

4.0 PROPOSAL PREPARATION REQUIREMENTS

4.1 General Format

Proposals must be assembled and submitted in original electronic PDF format and be fully searchable using common PDF software applications such as Foxit and Adobe Acrobat. Scanned proposals will not be accepted.

Limit proposals to 12 pages *not* including the cover page, Table of Contents, proposed design schedule, or the Required Forms in Section 5. Proposals *may* include a cover letter, section dividers, and one-page staff resumes *in addition to* the 12-page limit. Font must be 11-point at a minimum and conform to ADA regulations.

4.2 Mandatory Elements and Organization

Proposals *must* be organized to comply with the elements indicated below, and in the same chronological order:

- Cover Page (not scored)
- Table of Contents (not scored)
- Demonstrated Understanding of the Project
- Proposer's Capabilities and Experience
- Innovation
- Staff education, background, technical expertise, experience, and project role. If included, staff resumes must come at the conclusion of this section
- Quality Assurance & Quality Control
- References
- Proposed design schedule (will become part of contract, not scored)
- Objections and/or proposed revisions to Form of Contract terms (not scored)
- Required forms (from Section 5; mandatory submission, but not scored)

5.0 REQUIRED FORMS

The following forms *must* be completed and submitted by the date and time which proposals are due. These forms are considered an integral part of each Proposal.

5.1 Attachment A – Vendor Information Form

5.2 Attachment B – Addenda Acknowledgement Form

5.3 Attachment C – Proposer's Responsibilities and Certifications Form

(ALL FORMS FOLLOW THIS SECTION)

Attachment A - VENDOR INFORMATION

VENDOR NAME:

Vendor Information (address below will be used to confirm Local Vendor Preference)			
Address			
City		Taxpayer ID	
State		Zip+4	
Vendor Rep. Name		Title	
Email		Telephone	

Signature Affidavit

I, the undersigned, have submitted a Proposal to a Request for Proposals ("RFP") to contract with the Metropolitan Wastewater Management Commission ("MWMC"). I request and authorize you to furnish to the MWMC any and all information you may have regarding my employment or my firm's employment, including but not limited to, evaluations or assessments of my/my firm's work performance and qualifications.

I request and authorize you to provide the information requested or to participate in a phone or in-person interview with a representative of the MWMC.

In consideration of your cooperation with this request, I hereby release you, and any and all other persons employed by or connected with your firm, the MWMC and/or organization from any and all liability and/or claims now or in the future arising from the furnishing of any information, including good faith expressions of opinion, to the MWMC as requested. I further agree not to sue the MWMC, you, or any and all other persons employed by or connected with your firm/the MWMC/organization as a result of the furnishing of any information, including good faith expressions of opinion, to the MWMC.

I am aware and understand that the information and good faith opinions furnished to the MWMC pursuant to this request will remain confidential with the MWMC if requested by you, and will not be disclosed to me or to any other person, except as required by law.

The individual signing on behalf of Proposer hereby accepts all terms and conditions contained in the foregoing Request and Authorization to Release Information:

Signature		Title	
Name (Printed)		Date	

Attachment B – ADDENDA ACKNOWLEDGEMENT

A. The MWMC reserves the right to make changes to the RFP and the resulting Contract, by written addendum, prior to the deadline for submissions. Addenda will be posted on the [MWMC website](#). The MWMC is not responsible for a Proposer's failure to receive any addenda. Addenda shall only be issued by the MWMC, and upon issuance are incorporated into the RFP or the resulting contract. If required by any addendum, Proposers shall sign and return the addendum prior to the deadline for submissions.

B. By Proposer's signature on its Proposal, Proposer ACKNOWLEDGES, AGREES, and CERTIFIES TO THE FOLLOWING:

1. If any addenda are issued in connection with this RFP, Proposer has received and duly considered such addenda and has completed the blanks below identifying all addenda issued, and acknowledging and agreeing to the terms of all such addenda which revise the terms and conditions associated with this RFP.
2. IN ADDITION to checking the appropriate boxes below to identify all addenda, if any, issued under this RFP, Proposer shall sign and return any addenda which state that it must be signed and returned.

Addenda – This vendor hereby acknowledges receipt/review of the following addenda, if any (please circle items).

Addendum #1	Addendum #2	Addendum #3	Addendum #4	Addendum #5
Addendum #6	Addendum #7	Addendum #8	Addendum #9	None

Business Name:

Signature:

Title:

Name (Printed): _____ Date: _____, 2025

Attachment C – PROPOSER’S RESPONSIBILITIES AND CERTIFICATIONS

A. The MWMC reserves the right, pursuant to MWMC Rule 137-047-0500 and 137-047-0600 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Proposer’s responsibility to perform the Contract. Submission of a signed Proposal shall constitute approval for the MWMC to obtain any information the MWMC deems necessary to conduct the evaluation. The MWMC shall notify the apparent successful Proposer(s), in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record; etc. Failure to promptly provide this information shall result in Proposal rejection.

B. The MWMC may postpone the award of the Contract after announcement of the apparent successful Proposer(s) to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for Proposal rejection, as required under MWMC Rule 137-047-0500.

FOREIGN CONTRACTOR

If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Proposer is not domiciled in or registered to do business in the State, Proposer shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The MWMC shall be entitled to withhold final payment under the Contract until Proposer has met this requirement.

CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature on this Proposal, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323 and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature on this Proposal, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Proposer in this matter, and to the best of my knowledge Proposer has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because a 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.

SIGNATURE OF PROPOSER’S DULY AUTHORIZED REPRESENTATIVE

THIS PROPOSAL MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests, and certifies individually and on behalf of the Proposer that:

- A.** He/She is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this Proposal and all Addenda, if any, issued.
- B.** Proposer, acting through its authorized representatives, has read and understands all RFP instructions, terms, and conditions contained in this RFP document (including all listed attachments and Addenda, if any, issued);
- C.** The Proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) oral or written statements not contained in the RFP, or (b) any previously-issued RFPs, if any.
- D.** The MWMC shall not be liable for any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer’s failure to comprehend all requirements of the RFP.

E. The MWMC shall not be liable for any expenses incurred by Proposer in preparing and submitting its Proposal or in participating in the Proposal evaluation/selection process. Proposer understands and agrees that the MWMC is not obligated to execute a contract with any Proposer.

F. The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.

G. Proposer is bound by and will comply with all requirements and terms and conditions contained in this Proposal (including all listed attachments and Addenda, if any, issued);

H. Proposer will furnish the designated item(s) and/or service(s) in accordance with the RFP requirements, and will comply in all respects with the terms of the resulting contract upon award;

I. Proposer represents and warrants that Proposer has the power and authority to enter into and perform the contract and that the Contractor, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and

J. All affirmations and certifications contained in this Proposer Certification are true and correct.

Signature of Authorized Representative

Date

Name of Firm

6.0 Form of Contract

INDEPENDENT CONSULTANT AGREEMENT

(For Professional Services)

Boiler Upgrades

MWMC Project Number P80121

This Independent Consultant Agreement (“Agreement”) is made as of this ____ day of [Month], 2026 (the “Effective Date”) by and between the Metropolitan Wastewater Management Commission (“MWMC”) and [CONSULTANT NAME], (“Consultant”) according to the following terms, conditions, and provisions:

1. **Identity of Consultant.**

Name:

Type of Entity: Sole Proprietorship
 Partnership
 Corporation
 Multi-Member Limited Liability Company
 Single-Member Limited Liability Company

Address:

City, State, Zip:

Business Telephone:

Business Fax:

Federal I.D. #:

Oregon Tax ID#:

2. **Scope of Work.** Consultant shall perform [engineering and consulting] services for the MWMC project titled “[PROJECT TITLE],” MWMC Project number P80121. Consultant shall provide the services as particularly described in the Scope of Work (“Work”), set forth in Exhibit A. Consultant must comply with the MWMC AutoCAD written standards in Exhibit A-1.

3. **Work Performed.** The Work comprises services generally performed by Consultant in its usual line of business as well as any other Work specifically identified. In providing the Work, Consultant shall exercise

the level of competency, care and diligence generally expected of national professional firms performing similar services.

4. **Agreement Duration.** Except as otherwise provided for under the terms and conditions of this Agreement, the duration of this Agreement is from the Effective Date until completion of the Work or until **[DATE OF CONTRACT COMPLETION]** whichever occurs first, or as modified by the MWMC in its sole discretion.
5. **General.** The MWMC has need for the services of an independent consultant with the particular training, ability, knowledge, expertise and experience possessed by the Consultant. The Consultant shall furnish all qualified personnel, facilities, materials, equipment, supplies, and other services necessary to perform the Work. MWMC is not liable to Consultant for expenses paid or incurred by Consultant unless otherwise agreed in writing.

The Consultant's project team is identified in Consultant's Proposal dated **[DATE, YEAR]**. The Consultant shall not change any of the project team members identified as key members without the MWMC's prior written consent, with the exception of an unforeseen circumstance such as death, termination of employment or retirement. Furthermore, the Consultant shall provide timely written notice, defined for this purpose as not more than three (3) business days, to the MWMC of any other changes to the project team during the project. The key project team members that cannot be changed without the MWMC's prior written consent are as follows:

[Name 1, Role]

[Name 2, Role]

6. **Compensation.** Subject to the terms and conditions of this Agreement, the MWMC shall pay Consultant the fees set forth in Exhibit B for the Work defined in Exhibit A up to the Not-to-Exceed (NTE) amount of **\$#**. The NTE amount may be exceeded only upon prior written increase in scope of Work, accompanied by written authorization for an increase in fee from the MWMC Executive Officer or their authorized designee. If there is no change in scope of Work, the Consultant shall complete all identified scope of Work within the NTE amount **\$#**. Current known additional or optional tasks are listed in Exhibit B.

To be entitled to monthly progress payments, Consultant shall make monthly application for progress payments as described in Exhibit B, complete with necessary billing documentation. Within 30 calendar days after the date MWMC receives and approves Consultant's billing, the MWMC shall make monthly progress payments to Consultant for the Work in an amount due for services rendered during the month for which the billing is submitted.

If the MWMC requests clarification of any billing within 30 calendar days after its receipt, payment is then due within 30 calendar days after clarification has been provided by the Consultant to the MWMC's reasonable satisfaction.

Progress payment requests proposed by the Consultant are subject to the MWMC evaluation and approval based on deliverables related to specific tasks, subtasks, and the Work completed.

Notwithstanding the above, the MWMC, in its sole discretion, may adjust the final scope of Work to remove items from the scope of Work so that the project can be completed on time and within the allocated budget.

Consultant is not entitled to compensation for the Work performed under this Agreement from any party other than MWMC.

7. **Additional Work.** In the event the MWMC determines the scope of Work must be modified during the project, the parties shall engage in good faith negotiations in order to agree on a supplemental scope of Work and this Agreement will be amended according to Section 22 (b). The Consultant agrees to provide all such additional services at the rates identified in Exhibit B for the duration of this Agreement.

8. **Schedule.** The project schedule is attached to this Agreement as Exhibit C. The Consultant shall maintain the project schedule monthly using the critical path method until the project is awarded to a construction contractor. The schedule must be provided as a Microsoft Project document and include milestones for deliverables and require MWMC review or other actions/activities. The Consultant shall promptly notify MWMC of any milestone dates that Consultant reasonably anticipates may not be met to allow both parties the ability to consider implementing methods to meet the schedule outlined in Exhibit C. At the time the construction contract is awarded, the Consultant shall coordinate with the MWMC and construction contractor to ensure the construction schedule is prepared and maintained properly.

The Consultant shall not begin the Work until MWMC issues a Notice to Proceed to Consultant. The MWMC may, at any time and in its sole discretion, deliver to Consultant a temporary order to stop Work. Upon receipt of such stop Work order, Consultant shall, at no additional cost to the MWMC, stop Work on the project until further directed by the MWMC to proceed.

9. **Status.** While performing the Work, Consultant is at all times acting and performing as an independent contractor and not as an employee, officer or agent of the MWMC, as those terms are used or defined in ORS 30.265, 670.600 and all other applicable laws, rules and/or regulations. No agent, employee, officer or servant of Consultant is an employee, agent, officer or servant of the MWMC. The MWMC is interested only in the results obtained under this Agreement; the manner and means of conducting the Work are under the sole control of Consultant. However, the Work must meet the approval of MWMC and is subject to the MWMC's general right of inspection and supervision to secure satisfactory performance of the Work.
10. **Notice To Consultant Regarding Its Tax Duties And Liabilities.** Neither federal, nor state, nor local income tax nor payroll tax of any kind will be withheld or paid by the MWMC on behalf of Consultant or the employees of Consultant. Consultant understands that it is responsible to pay, according to law, all of Consultant's taxes regardless of type. If Consultant is not a corporation, Consultant further understands that it may be liable for self-employment (Social Security) tax, to be paid by Consultant according to law. Further, Consultant represents and warrants that Consultant has complied with the tax laws of this State or a political subdivision of the State, including but not limited to ORS 305.620 and ORS Chapters 316, 317 and 318 (collectively, the "Tax Laws"). Consultant covenants that it will continue to comply with the Tax Laws during the term of this Agreement and that Consultant's failure to do so before the Effective Date of this Agreement or during the term of this Agreement is a default for which MWMC may terminate this Agreement for cause pursuant to Section 17 (b).
11. **No Authority to Bind the MWMC.** Consultant has no authority to enter into contracts on behalf of the MWMC, its officers, agents and/or employees. This Agreement does not create a partnership or any other relationship other than a contractual owner and consultant relationship between the parties.
12. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Consultant certifies that it is not currently barred from working on federally funded

projects nor is it employed by the federal government. Furthermore, the amount charged does not exceed Consultant's normal charge for the type of services provided.

13. **Compliance With All Government Regulations; Nondiscrimination.** Consultant shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work. Failure to comply with such requirements constitutes a breach of this Agreement and is grounds for termination of this Agreement. Damages or costs resulting from noncompliance are the sole responsibility of Consultant and its subcontractors. Consultant shall comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules and regulations.
14. **Access to Records.** Consultant shall permit the MWMC and its duly authorized representatives' access to books, documents, papers and records of Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts and transcripts. Consultant shall maintain the records and make them available to the MWMC until a date that is not less than seven (7) years after the date of the last payment made by the MWMC under this Agreement.
15. **Indemnification, Defense and Hold Harmless.** Consultant shall defend indemnify and hold harmless the MWMC, the Cities of Springfield and Eugene, and Lane County, their agents, officers, directors and employees from and against all loss, expense, claims, demands or liability whatsoever (including attorney fees at arbitration, trial and/or appeal) arising out of or resulting from Consultant's performance of the Work pursuant to this Agreement. The MWMC agrees to promptly notify Consultant in writing of any such claim or demand to indemnify, defend and/or hold harmless and agrees to cooperate with Consultant in a reasonable manner to facilitate the defense of such claim.
 - a. **Consultant's Indemnification for Claims for Professional Liability.** Notwithstanding Section 15, the parties agree that Consultant's obligation to defend, indemnify and hold harmless the MWMC, the Cities of Springfield and Eugene and Lane County, for a claim for professional negligence shall: (i) be limited to only such extent as Consultant's liability or fault is determined by adjudication, alternative dispute resolution, settlement agreement, or otherwise agreed to by the parties, and (ii) not exceed the proportionate fault of the Consultant, as determined in accordance with Section 15 (a)(i). Consultant shall promptly pay the amount equal to the percentage of its fault as has been determined in accordance with Section 15 (a)(i).
16. **Insurance.** Unless otherwise approved in writing by the MWMC, the Consultant and all subconsultants of any tier shall provide insurance coverage and limits as set forth and on the terms in Exhibit D.
17. **Termination; Remedies.**
 - b. **Termination for Convenience.** The performance of the Work may be terminated by the MWMC, in whole or in part, whenever and for any reason the MWMC determines that such termination is in the best interest of the MWMC. Any such termination is effective upon delivery to the Consultant of a Notice of Termination specifying the extent to which performance of the Work is terminated and the date on which such termination becomes effective.

Upon delivery to the Consultant of a Notice of Termination under this Section, the Consultant and the MWMC shall attempt to negotiate an appropriate written modification to the Agreement governing Consultant's completion of the portion of the Work designated by the MWMC and payment therefore by the MWMC. If the parties cannot reach agreement within 20 calendar days, the MWMC's liability to Consultant will not exceed the amount that would be due on a progress billing for uncompensated Work

performed prior to the designated termination date.

- c. **Termination for Cause.** If the Consultant fails to perform the Work within the time specified in this Agreement or any extension thereof, or if Consultant fails to comply with any other provisions of this Agreement, the MWMC may terminate this Agreement for default. The MWMC shall terminate by delivering to Consultant a Notice of Termination specifying the nature of the default. The Consultant will only be paid the contract price for the Work performed in accordance with the manner or performance set forth in this Contract.
- d. **Other Termination.** The MWMC may terminate this Agreement on written notice to Consultant, effective immediately, if any federal, state or local laws, regulations, or guidelines are modified or interpreted in such a way that either the Work is prohibited or the MWMC is prohibited from paying, or no longer able to pay, for such Work from the planned funding source.
- e. **Remedies.** The rights and remedies provided in this Section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement pursuant to this Section is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

18. **Dispute Resolution.** Consultant shall refer questions regarding the meaning and intent of this Agreement in writing to the MWMC Project Manager for the MWMC Project Manager's decision. The MWMC Project Manager shall respond to the Consultant in writing with its decision. If the Consultant disagrees with the MWMC Project Manager's decision, Consultant may appeal the decision to the MWMC. Any related Work performed by the Consultant prior to the MWMC Project Manager's decision is done at Consultant's risk unless authorized by the MWMC Project Manager. The MWMC Project Manager will not consider direct questions from subcontractors, suppliers, manufacturers, or others not a party to this Agreement.

In the event the Consultant disagrees with any such decision of the MWMC Project Manager, the Consultant agrees first to try in good faith to settle the dispute by appealing the Project Manager's decision to the MWMC before resorting to litigation or some other dispute resolution procedure. The Consultant may, within ten (10) days of the date of such decision, appeal the decision to the MWMC for review by giving notice, as set out in Section 25 of this Agreement. The appeal must be in writing and must set forth the question referred to the MWMC Project Manager, the MWMC Project Manager's decision and the Consultant's basis for disagreement. Consultant shall deliver a copy of the appeal to the MWMC Project Manager at the time it is filed with the MWMC. The MWMC shall make all reasonable efforts to review the appeal and deliver its decision in writing to the Consultant within thirty (30) days from the date of receipt of the appeal. Failure of the Consultant to appeal the decision of the MWMC Project Manager within said 10-day period constitutes a waiver of the Consultant's right to thereafter assert any claim resulting from such decision. This procedure is not meant to preclude or discourage informal resolution of disagreements between the MWMC Project Manager and the Consultant.

In the event the MWMC elects to do so, the MWMC may establish a "Claims Review Board" either to assist in reviewing appeals hereunder or to consider Consultant appeals directly. Once established, this Review Board will hear all future appeals of claims for this Agreement. During the pendency of any appeal, any related Work performed by the Consultant shall be done at its risk unless authorized by the MWMC Project Manager.

The Consultant shall not delay the Work because legal proceedings are pending, unless they have written permission from the MWMC Project Manager to do so. Such delay is limited to the time required by the court to determine whether the Work will continue or be suspended pending decision on the dispute by the court.

19. Rights in Data.

All documentation originated and prepared for the MWMC pursuant to this Agreement is the exclusive property of the MWMC. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Consultant or jointly by Consultant and the MWMC may be used by either party in any way it deems appropriate.

It is understood and agreed that the work products such as plans and specifications prepared by the Consultant under this Agreement are instruments of professional service. The work products become the property of the MWMC upon completion of all services and receipt by the Consultant of all professional fees and reimbursements provided for under this Agreement. The MWMC may use the ideas, concepts, know-how, techniques, plans, specifications, and work products developed as appropriate in future projects.

In consideration thereof, the MWMC waives all claims against the Consultant, arising out of the MWMC's use of the plans and specifications on any project other than the project that is the subject of this Agreement.

Material already in Consultant's possession, independently developed by Consultant outside the scope of this Agreement or rightfully obtained by Consultant from third parties, belongs to Consultant.

This Agreement does not preclude Consultant from developing materials, which are competitive, irrespective of their similarity to materials that might be delivered to the MWMC pursuant to this Agreement. Consultant shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this Section.

20. Confidentiality. Consultant will not disclose information, documents, or records marked as "confidential," or that are otherwise confidential under the law, either directly or indirectly, under any circumstances or by any means, to any third person without express written consent of the MWMC.

21. Assistance Regarding Patent and Copyright Infringement. Without limitation to any other indemnification provision under this Agreement, in the event of any claim or action against the MWMC and/or the Cities of Springfield and Eugene, Lane County, and/or any of their officers, directors, principals, agents, employees and/or affiliates on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or Work or services performed hereunder, Consultant shall defend, indemnify and hold harmless the MWMC and/or the Cities of Springfield and Eugene, Lane County, and/or any of their officers, directors, principals, agents, employees and/or affiliates against any such suit or claim and all expenses, court costs, and attorney's fees in connection with such claim or action.

22. Miscellaneous.

- a. Waiver. Failure of the MWMC to enforce any provision of this Agreement does not constitute a waiver or relinquishment by the MWMC of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
- b. Amendments. The terms of this Agreement may not be waived, altered, modified, supplemented or amended in any manner whatsoever, except upon written amendment approved by the MWMC.
- c. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision are not affected; and the rights and obligations of the parties are construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- d. No Assignment. Consultant shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the MWMC. No such written approval relieves Consultant of any obligations under this Agreement, and any transferee or subconsultant is considered the agent of Consultant. Consultant remains liable as between the original parties to the Agreement as if no such assignment had occurred.
- e. Successors in Interest. The provisions of this Agreement are binding upon and inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- f. Attorney Fees. If a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce any provision of this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its reasonable attorney's fees, costs and expenses actually incurred therein and in any appeal therefrom, as determined by the judge at trial or in any appeal in addition to all other amounts as provided by law.
- g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts, when taken together, shall constitute one and the same instrument. Electronic signatures shall be valid for all purposes.

23. **Terms Required By Oregon Statute.**

- a. Conditions Concerning Payment, Contributions, Liens and Withholding (ORS 279B.220). Pursuant to ORS 279B.220, Consultant shall:
 - i. Make payment promptly, as due, to all persons supplying Consultant with labor or material for the prosecution of the Work.
 - ii. Pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of the Work.
 - iii. Not permit any lien or claim to be filed or prosecuted against MWMC on account of any labor or material furnished.
 - iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- b. Condition Concerning Payment for Medical Care and Providing Workers' Compensation (ORS 279B.230). Pursuant to ORS 279B.230:

- i. Consultant 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 Consultant, of all sums that Consultant agrees to pay for such services and all monies and sums that Consultant collected or deducted from the wages of employees pursuant to law, contract or agreement for the purpose of providing or paying for such service.
- ii. Consultant must comply with ORS 656.017 or be exempt under ORS 656.126.

c. Condition Concerning Hours of Labor; Compliance with Pay Equity Provisions; Employee Discussions of Rate of Pay or Benefits (ORS 279C.520). Pursuant to ORS 279C.520:

- i. Subject to Sections 23 (c)(v) and (vi), Consultant may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, Consultant shall pay the employee at least time and a half pay for all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for Work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- ii. Consultant shall comply with the prohibition set forth in ORS 652.220, compliance is a material element of the Agreement, and failure to comply is a breach that entitles the MWMC to terminate the Agreement for cause.
- iii. Consultant may not prohibit employees from discussing the employee's rate of wage, salary, benefits or other compensation with any employee or another person and may not retaliate against any employee who chooses to do so.
- iv. Consultant must give notice in writing to employees who work on a public contract either at the time of hire or before commencement of Work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- v. If this Agreement is for personal services, pursuant to ORS 279C.100, Consultant shall pay its employees performing Work at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- vi. If this Agreement is for services, pursuant to ORS 279C.520 (5)(a), Consultant shall pay its employees performing Work at least time and a half for work the employee performs on the Agreement on legal holidays specified in a collective bargaining agreement or ORS 279C.540 (1)(b) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

24. **Governing Law; Jurisdiction; Venue.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Each party to this Agreement submits to the exclusive jurisdiction of the Oregon State Courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement; except, if a claim must be brought in a federal

forum, then it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon, located in Eugene, Oregon. Except in the case of a federal claim as described above, any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of Lane County. Each party waives any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

25. **Notice.** Whenever it is necessary to give notice to a party under this Agreement, the notice is effective when the party delivers the notice personally, sends it by facsimile transmission or deposits it in the United States Mail, postage prepaid, addressed to the other at:

Consultant: **[CONSULTANT]**

[Name, Title]

[Street Address]

[City, State, Zip]

[Phone: (XXX) XXX-XXXX]

MWMC: Matt Stouder, MWMC Executive Officer

Metropolitan Wastewater Management Commission

c/o City of Springfield – Environmental Service Department

225 Fifth Street

Springfield, OR 97477

Phone: (541) 736-1006

26. **Survival.** Sections 11, 14 -22, 24, 25 and this Section 26 survive termination of this Agreement.

27. **Entire Agreement.** This Agreement signed by both parties along with all Exhibits incorporated herein is the parties' final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

METROPOLITAN WASTEWATER

CONSULTANT

MANAGEMENT COMMISSION

By:

By:

Matt Stouder

Title: MWMC Executive Officer

Date:

Title:

APPROVED AS TO FORM:

MWMC Attorney

Date

Exhibit A – Scope of Work

[Scope of Work from RFP Section 3 and negotiated scope of work (core/base & optional tasks/subtasks)]

Exhibit B - Compensation

[Contract NTE value, Consultant's 2026 rates/fees schedule, and task cost breakdown if applicable]

Exhibit C - Schedule

[Design schedule from Consultant's Proposal]

Exhibit D – Insurance Coverages Required

- 1. Workers' Compensation Insurance.** No Workers' Compensation Insurance has been or will be obtained by the MWMC for Consultant or Consultant's employees and subconsultants. Consultant shall provide coverage for its employees, officers, agents or partners including employers' liability with limits not less than \$1,000,000/ \$1,000,000/ \$1,000,000 and provide the MWMC with evidence of such coverage or verification of their election not to be covered pursuant to ORS 656.027(7) (Sole Proprietors Exception). In the event Consultant elects to not be covered pursuant to ORS 656.027(7), Consultant assumes full responsibility for any liability and exposure under law relating to Workers' Compensation because of any performance of services under this Agreement and will indemnify, defend and hold the MWMC, the Cities of Springfield and Eugene, Lane County and all their directors, officers, principals, agents, employees and affiliates harmless from any liability associated with industrial accidents that occur.
- 2. Commercial General Liability Insurance.** Consultant shall at all times carry a Commercial General Liability insurance policy for at least \$2,000,000 combined single limit per occurrence and at least \$3,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. The Consultant shall include as additional insureds under the above commercial general liability policy or policies the MWMC, City of Springfield, City of Eugene, Lane County, and all of their directors, officers, principals, agents and employees by Endorsements CG2010 0704 and CG2037 0704 or the equivalent to the above policy or policies. The additional insured status must be continued for at least 12 consecutive calendar months after the MWMC project is completed and final acceptance has been given by the MWMC. Such insurance shall include "cross-liability" coverage as provided under standard ISO Forms "Separation of Insured" clause.
- 3. Automobile Liability Insurance.** Consultant and all of its subcontractors shall at all times carry Automobile Liability Insurance in the amount of \$2,000,000 combined single limit per accident for bodily injury and property damage covering the ownership, maintenance or use of any motor vehicle.
- 4. Professional Liability/Errors and Omissions Insurance.** Consultant and all of its subcontractors shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$4,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$4,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by the MWMC prior to commencement of the Work.
- 5. Pollution Liability Insurance.** Consultant and all of its subcontractors shall at all times carry a Pollution Liability type insurance policy with limits of not less than \$2,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by the MWMC prior to commencement of the Work.
- 6. Extended Reporting Coverage ("Tail Coverage").** Tail coverage extends the time for filing claims under a "claims made" policy beyond the term of the policy for wrongful acts that occurred within the term of the "claims made" policy. "Claims made" policy means that any claim under the policy must be reported during the policy period.

For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Consultant shall provide "tail" coverage at the completion of the Agreement for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following the Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided

the retroactive date of the coverage is on or before the effective date of this Agreement.

7. **Umbrella Liability.** Consultant shall at all times carry umbrella liability insurance written on an occurrence basis with limits not less than \$3,000,000 per occurrence and \$3,000,000 in the aggregate.
8. **Maximum Deductible/Self-Retention.** Any deductible or self-retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the MWMC.
9. **Additional Insureds.** The MWMC, the Cities of Springfield and Eugene and Lane County, their agents, employees and officials all while acting within their official capacity as such, must be named as additional insureds on all insurance, other than Workers' Compensation and Professional Liability/Errors and Omissions insurance, required under this Agreement. Such coverage shall be provided in a form acceptable to the MWMC.
10. **Insurance Certificates.** Consultant and all sub-consultants shall deliver to the MWMC, prior to the commencement of the Work, a certificate of insurance or the actual insurance policy/policies evidencing all requirements of this Agreement. Either the certificates of insurance or the policies shall contain the promise of the insurer to give the MWMC written notice at least 30 calendar days prior to the effective date of any lapse, cancellation, non-renewal or material reduction in any of the required coverage's. In the event the insurer cannot or will not provide such written notice to the MWMC, Consultant has an affirmative duty to provide the notice of lapse, cancellation, and non-renewal or material reduction to the MWMC within 24 hours of the Consultant receiving such notice itself. The MWMC has the right to reject any certificate and/or policy if the MWMC in its sole discretion determines that either the coverage or the insurance company is unacceptable. Evidence of continuous coverage is required, including renewal certificates for any policies that renew during the project.
11. **Subcontractor Insurance.** The Consultant shall require that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Consultant under the Agreement, unless this requirement is expressly waived in writing by the MWMC. The sufficiency of subcontractor insurance and coverage limits is subject to the MWMC's approval and must be shown by appropriate insurance certificates in a form acceptable to the MWMC. Without limitation to any other indemnification provision under this Agreement, if the Subcontractors' insurance coverage and limits are not identical to the Consultant, the Consultant assumes all liability on behalf of the subcontractor's insufficient insurance, and limits and will indemnify, defend, and hold harmless MWMC as stated in Section 15.
12. **Primary Coverage.** All insurance carried by the Consultant or a subcontractor required by this Agreement, other than Workers' Compensation and Professional Liability/Errors and Omissions, must be primary to and non-contributory with any insurance carried by the MWMC or self-insurance of the MWMC. Any insurance held by the MWMC is excess and solely for damages or losses for which the MWMC is responsible.