



**REQUEST FOR QUALIFICATIONS
AND PROPOSALS**

**Watershed Analysis for
Drinking Water Source
Protection for Corbett Water
District**

Response Due: Friday, April 10, 2026, 4:00 P.M.

Corbett Water District
36120 Historic Columbia
River Highway,
Corbett, OR 97019

INTRODUCTION

The Corbett Water District (CWD) is soliciting qualifications and proposals from qualified consultants to provide services related to watershed analysis and protection of its drinking water source. It is the intent of the CWD to hire a single qualified consultant team that can provide the following services:

- Project Management
- Using GIS, delineate private and public land parcels within the drinking water source watershed
- Identify land attributes in the watershed that are essential for analyzing land use impacts on drinking water source protection
- Compile pre-existing spatial data of land attributes and conduct analysis of land management practices' impact on water quantity and quality
- Delineate areas within the watershed necessary for protection based on their potential impact on water quantity and quality
- Communicate analytical results to the CWD Board, its consultants and to its customers.
- Assist the CWD in identifying funding sources and forming partnerships with agencies, land trusts and non-profit organizations in achieving the goals of protecting its drinking water source, including potential aligned goals in aquatic or terrestrial wildlife protection.

Interested consultants are invited to submit qualifications in accordance with the requirements of this Request for Qualifications and Proposals (RFQ&P). The Consultant services contract is expected to be awarded in April 2026. The time frame to complete the work described in this RFQ&P is estimated to be no more than 12 months. Any Consultant responding to the RFQ&P must be willing to commit the necessary resources to the project within a mutually agreed upon schedule.

In order for the Consultant to be considered qualified, the firm or project team must demonstrate knowledge of watershed functions as related to impacts water quantity and quality, experience in managing and analyzing geo-spatial data, ability to communicate complex scientific concepts and potentially-controversial social/economic issues to the public, and experience in forming partnerships with public and non-profit entities.

The CWD anticipates accomplishing the work associated with the watershed analysis project for **no more than \$40,000**. The successful Consultant must be aware of the budget limitations and be able to provide a clear plan for meeting the project goals within the project budget limits.

Upon completion, this project's results will be used to value land and associated timber of areas identified by this project as needed for watershed protection. Land and timber values will be used to develop strategies for protecting CWD's Drinking Water Sources Area. This additional work depends on the completion of the work described in this RFQ&P and will be contracted separately by the CWD.

PROJECT LOCATION

The CWD is located in the community of Corbett, Oregon, at the western end of the Columbia River Gorge. Gordon Creek, the drinking water source for the District, is located on the western flanks of Larch Mountain and flows into the lower Sandy River.

BACKGROUND

The Corbett Water District (CWD) treats and delivers drinking water and fire protection water to Corbett and surrounding communities. Its 1,110 customers include private residences, businesses, schools, and state parks. The CWD conveys raw water from the uppermost reaches of Gordon Creek on the slopes of Larch Mountain. Two raw water intakes are located on North Fork and South Fork Gordon Creek just above their confluence that forms mainstem Gordon Creek. Water is conveyed through pipes via gravity to CWD's surface water treatment plant (WTP) located at the base of Larch Mountain on property leased from the U.S. Bureau of Land Management (BLM). Treated water is distributed through the district through 60 miles of distribution piping and reservoirs. The CWD's potable water system is under the regulatory jurisdiction of the Oregon Health Authority.

There are approximately 3,900 acres in the Drinking Water Sources Area (DWSA) of North Fork and South Fork Gordon Creek watersheds. The district does not own any land within its DWSA. The land is owned and managed by the USFS (77%), BLM (11%) and a private timber company (11%). The South Fork Gordon Creek intake is on private timber company land, and the North Fork Gordon Creek intake is on BLM land, both operating under individual easements. The watersheds are primarily forested and managed for timber resources, fish and wildlife habitat with limited recreational use.

Forestry activities pose various risks to the quality and quantity of water at the intakes, which is why coordination between the CWD and forest landowners is an important strategy to protect its drinking water source. Timber harvest activities (e.g. clear-cuts) in the DWSA have and will continue to occur on privately-owned timber lands. Due to restrictions outlined in their respective management plans for this area, clearcuts are not currently conducted on USFS or BLM managed lands.

Corbett Water District's Risk Reduction Plan for the Gordon Creek Watershed and Drinking Water Protection Plan, completed and approved in 2024, was developed with participation of the District, the private timber company owning land in the drinking water source area, federal landowners, state resource agencies, local community leaders, and service districts. In the Plan, timber harvest activities, wildfire, severe storms and infrastructure issues were identified as a high risk to water quality/quantity with high probability of occurring in both sub-watersheds. In the Plan's implementation strategy, timber harvest activities (eg. clearcutting, road construction, and pesticide applications) were addressed in a phased approach. The CWD has implemented portion of the plan, such as increased communication with the landowners, responding to notification of harvest and maintenance plans, and advocating for enhanced stream and intake buffers. The next phase entails development of GIS coverages of attributes that can affect water quality and quantity and using this spatial data to delineate sensitive areas critical to protection of drinking water. This information will provide the basis on which the CWD can develop MOUs with landowners, acquire fee simple or easement holdings, negotiate additional buffers, and develop restoration and enhancement projects within the DWSA.

Access to the Drinking Water Source Watershed

The watersheds of North Fork and South Fork Gordon Creek contain gravel access roads either abandoned, maintained for timber management activities or newly constructed in anticipation of future timber harvest. The network of roads share access to private and public lands. Other than one land parcel within North Fork Gordon Creek, CWD has legal road access to most of the land within its drinking water source watershed for maintenance purposes.

Background Information:

The following information is attached for review by Consultants planning to respond to this RFP:

- 2024 Corbett Water District Risk Reduction Plan for the Gordon Creek Watershed.

SCOPE OF SERVICES

The scope of services to be provided by the Consultant shall consist of the following five tasks:

Task 1: Project Management

The Consultant shall be responsible for providing all contract management and quality control services throughout the duration of the contract with the CWD.

Scope of Services:

Project management responsibilities shall include, but not be limited to:

- Coordination of all meetings and prepare all agendas and minutes.
- Coordination and consultation with all appropriate local, state, and federal regulatory agencies as required.
- Preparation of schedules and schedule updates.
- Preparation and submittal of quarterly progress reports with quarterly progress payment requests. The quarterly progress report shall include:
 - An overview of work accomplished during the previous quarter.
 - A description of current key activities and an updated schedule for each task and subtask;
 - A list of problem areas, if any, and proposed corrective actions;
 - A list of tasks for the following quarter;
 - A project budget identifying projected cost by fiscal year, including graphical illustration of contract budget, invoiced amounts, and project billings to the end of project; and,
 - A Schedule Summary indicating whether the project is on schedule and within allocated budget and any schedule concerns or critical path items.
- Maintenance of project files.
- Coordination of invoicing to comply with requirements by Business Oregon, the project's funding agency.

Task 1 Deliverables:

- Quarterly progress reports with quarterly progress payment requests.
- Meeting agendas and minutes.

Task 2: Delineate land in the watershed and create geo-spatial data layers of land characteristics.

Scope of Services:

The Consultant will, at a minimum:

- Use existing data, such as topographic data available in the public domain, to delineate the drinking water source watershed boundaries, the land parcel boundaries within the watershed, and generate parcel data such as ownership and area.

- Create geo-spatial data layers that characterize lands within the source watershed including information on soils, slopes, precipitation, erosion potential, landslide potential, steep slopes, roads, access, timber harvest status, composition and age of trees, habitat of known or likely to occur fish and wildlife, priority species and other attributes.
- Identify other land attributes in the watershed not readily available that are essential for analyzing land use impacts on drinking water source protection.
- If some ground-truthing or verification is warranted, assist CWD staff in gathering field data

Task 2 Deliverables:

- Shape files and tabular data of all coverages developed in Task 2.
- Digital maps, both in GIS format and in printable PDF forms, of each coverage (i.e. layers) and compilation of coverages.
- List of attributes not readily available but desirable to conduct thorough analysis of land needed to protect the drinking water yielded by the watershed.

Task 3: Develop GIS model to delineate sensitive areas within the watershed.

Scope of Services:

Using a GIS, the Consultant will utilize the geo-spatial data to:

- Develop a GIS model that identifies areas within the watershed that pose a potential threat to water quality and quantity if disturbed by timber harvest activities, such as clear cutting and road building. Values (e.g. soil erosion, runoff potential, distance from stream, travel time, solar heat input) used in the GIS model will be based on literature values and professional knowledge.
- Apply GIS model to the watershed to delineate these sensitive areas. There may be multiple hierarchal zones of sensitivity.

Task 3 Deliverables:

- A GIS-based model that enables the user to identify areas in the watershed that have the potential for impacting water quality and quantity in receiving streams.
- Maps in digital and paper forms that outline areas in the watershed where potential timber harvest activities would likely impact water quality and quantity. There may be more than one category of sensitive area, such as high to low contribution.

Task 4: Develop and present public outreach materials and project summary

Scope of Services:

- Develop public outreach materials that communicate the methodology used to develop the GIS model as well as the model results
- Present the model results to the CWD commission and at least one public meeting

- Provide outreach materials for publishing two newsletters and addition to CWD's website
- Provide a written summary of the tasks/products. Summary should include background, methods and a summary of results and outreach materials.

Task 4 Deliverables:

- Succinct, clear summary of analysis methodology and results in presentation format (e.g. PowerPoint)
- Text, graphics, maps and illustrations will be provided in formats appropriate for all communication efforts, including Commission presentation, public meeting, newsletter, and website addition.
- Project summary report.

Task 5: Develop list of potential partners/funders for acquisition and management.

Scope of Services:

- identify options for acquisition, cooperative agreements and long-term management
- identify potential funding sources and partners for the negotiation, acquisition and long-term management of real property and associated natural resources.

Task 5 Deliverables:

- description of options, for protecting land and associated resources, such as fee simple and easement acquisition and cooperative agreement with landowners
- list of potential funders and partners, background of each and contact information

RESPONSE SUBMITTALS

Submittals made by the Consultant in response to this RFQ&P shall include the following:

Statement of Qualifications and Proposal:

The Consultant shall prepare a combined statement of qualifications and proposal that outlines the qualifications of the Consultant team to complete the scope of work as presented herein, and a proposal of how the scope of work will be accomplished. At a minimum, the document shall include the following items:

- Cover/Transmittal Letter – The cover/transmittal letter shall be signed by a member of the organization having the authority to negotiate and execute contracts on behalf of the firm. The letter shall also acknowledge receipt of any and all addenda, if any were issued.
- Project Understanding – The Consultant shall outline their understanding of the project and how their team is qualified to complete the work.
- Scope of Work – The Consultant shall describe the work plan that is intended to be used to complete each task listed in the 'Scope of Services' section above. Any changes, deviations, or additions to the task descriptions that may have been overlooked or that help clarify the work tasks shall be noted. Deviations which demonstrate a clear benefit or advantage to the CWD may receive special consideration.

- Responsible Personnel – The Consultant shall list the Principal-in-Charge, the Project Manager, and key project staff, including subconsultants, who will be directly involved in this project, and shall include a concise statement of qualifications and experience of each person. A project organizational chart of key personnel and subconsultants shall also be included.

The Consultant shall state, either in the written description or in the organizational chart, the hours that each person is committed to the project.

- Project Management – The Consultant shall describe how the project will be planned and controlled. Information in this section shall include a project schedule through at least the completion of the 100% design documents.
- Related Experience – The Consultant shall include a list and short description of all projects in progress or completed over the last ten (10) years that are comparable to this project. Include references with names, addresses, and phone numbers.

Consultant Fee:

The Consultant shall prepare an estimated fee for each task in the work as described in the ‘Scope of Services’ section above. Where the Consultant has identified changes, deviations, or additions to the task descriptions, the Contractor’s fee shall reflect performance of the project as described in the ‘Scope of Services’ section above, and the costs associated with the changes, deviations, or additions shall be noted separately.

Note that the Consultant Fee shall include any requirements as mandated by the Oregon Bureau of Labor and Industry, including payment of prevailing wages for selected classifications and reporting requirements.

Submittal Requirements:

The Consultant shall submit the following items to the CWD:

The submittal shall be formatted as follows:

- The proposal shall be submitted electronically in a PDF format. The pages shall be typed with the maximum number of pages of information to be **limited to FORTY (40) printed pages.**
- Only the specifically requested information shall be submitted. Promotional or other unsolicited material shall not be submitted.
- The proposal may be emailed to manager@corbettwater.com or submitted on one (1) thumb drive to Corbett Water District, Manager, 36120 E. Historic Columbia River Hwy Corbett, OR 97019.

These items shall be delivered to the CWD **no later than 4 p.m. April 10, 2026.**

All documents shall be labeled “**Watershed Analysis for Drinking Water Source Protection for Corbett Water District**”.

EVALUATION CRITERIA

The evaluation and selection process for this project shall be centered around obtaining the most qualified Consultant Team for the project. The process shall proceed as follows:

The CWD will form an evaluation and selection panel consisting of CWD staff members and qualified personnel. This panel will evaluate and rank the Statement of Qualifications and Proposals (SOQ&P) received based exclusively on their qualifications for performing the scope of work described in the RFQ&P.

During the review, the following factors will be considered during evaluation and ranking of the received SOQ&Ps:

- Consultant’s understanding of the work to be done - 15 points
- Project Team’s experience with similar types of work - 25 points
- Experience and qualifications of the Project Team - 25 points
- Consultant’s proposed technical approach to this project, particularly the watershed analysis – 25 pts
- Project cost allocation and consultant fees- 10 points

If necessary, the CWD will schedule oral interviews with up to three of the highest ranked Consultant teams to further evaluate the above factors. At the conclusion of the interview and evaluation process, the review committee will determine a final ranking of Consultant teams. Once the evaluation process is complete, the CWD Manager will open contract negotiations with the top ranked Consultant.

The CWD Board or Manager may request additional information from the Consultant during the negotiating phase. In the event that the top ranked Consultant submits a fee that is not considered by the CWD to be a reasonable cost for the work, and an acceptable fee cannot be reached through the negotiation process while maintaining the integrity of the scope of work, the CWD reserves the right to bypass the top ranked Consultant and open contract negotiations with the second ranked Consultant.

TENTATIVE SCHEDULE

Circulation of RFP to Consultants.....	March 13, 2026
Deadline to Receive Submittals	4 p.m., April 10, 2026
Evaluation of Submittals.....	April 13-17, 2026
Select Consultant	April 20, 2026
CWD Council Meeting for Consultant Selection.....	April 21, 2026
Start Consultant Contract.....	April 23, 2026
Complete Contract Work	May 1, 2027

This project is funded through an Oregon Drinking Water Protection Grant, funded by Oregon Health Agency and Oregon Department of Environmental Quality, and administrated through Business Oregon. The following contracting conditions apply to the project:

1. The CWD and its consultants shall not enter into any agreement, written or oral, with any contractor, vendor, or other party without the prior determination that the contractor, vendor, or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. The terms “other party” is defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive Grant Funds from the CWD or consultant to undertake eligible projects.
2. The Consultant and any and all sub-Consultants shall:

- Comply with all State and federal requirements including those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace Act.
- Maintain at least the minimum State-required Workers' Compensation Insurance.
- Maintain unemployment insurance, disability insurance and liability insurance which is reasonable to compensate any person, firm or corporation who may be injured or damaged during the performance of project activities.
- Comply with the applicable provisions of the Oregon labor laws.
- Perform the project activities in accordance with federal, state and local housing and building codes, as applicable.
- Provide security to assure completion of the project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by the Department, as determined by the particulars of each individual project are required.

CWD CONTACT

Questions regarding this RFP should be directed to:

Andrew Dirks
 Manager, Corbett Water District
 36120 Historic Columbia River Highway
 Corbett, OR 97019
manager@corbettwater.com

STANDARD CONSULTANT AGREEMENT

The Consultant selected to provide the scope of services shall use the Corbett Water District's standard professional services agreement. A template copy of this agreement is attached to this RFP (see Attachment A). By submitting a statement of qualifications and proposal for the work, the Consultant agrees to utilize the CWD standard agreement form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

CWD RESERVATIONS

The CWD reserves the right to reject, at its sole discretion, submittals received after the prescribed time and date. The CWD also reserves the right to waive any formality or minor nonmaterial irregularities in any document received. Clarification(s) offered by the CWD to one Consultant will be distributed to all known participants via addenda at the CWD's discretion.

ATTACHMENTS



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CORBETT WATER DISTRICT AND <Consulting Firm>**

THIS AGREEMENT is entered into between the **Corbett Water District** ("CWD") and _____ ("Consultant") for the purpose of _____ services. The effective date of this agreement shall be _____.

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to CWD the services described in Exhibit A (Scope of Work). Consultant warrants that it possesses the experience, background, and expertise necessary to perform the services described in Exhibit A, and Consultant agrees that it shall provide the services at the time, place and in the manner specified in Exhibit A.

No verbal agreement or conversation with any officer, agent or employee of CWD, either before, during or after the execution of this Agreement shall affect or modify any of the terms or conditions contained in this Agreement, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement.

2. COMPENSATION AND REIMBURSEMENT OF COSTS

Consultant shall not be compensated for services outside the Scope of Services outlined in Section 1 above unless, prior to the commencement of such services:

- A. Consultant notifies CWD and CWD agrees that such services outside the scope of Exhibit A are to be performed;
- B. Consultant estimates the additional compensation required for the additional services, and
- C. CWD, after notice, approves the additional services and amount of compensation therefore.

CWD shall pay Consultant for services rendered pursuant to this Agreement in a total amount not to exceed _____, as described in _____. This payment shall be the only payment to be made to Consultant for services rendered pursuant to this Agreement unless, pursuant to Section I above, CWD approves additional compensation for additional services.

Consultant shall submit monthly invoices to CWD for work completed and reasonable expenses incurred to the date of the invoice. All invoices shall be itemized to reflect the tasks completed and the amount billed for each task.

CWD shall pay all out-of-pocket travel, lodging and incidental expenses incurred by Consultant that are reasonably associated with the provision of services under this Agreement. These expenses shall be compensated by CWD at their cost to Consultant. Consultant shall keep receipts for such expenses in compliance with IRS requirements. These receipts shall be available to CWD for inspection upon request.

All invoices sent by Consultant to CWD shall be paid within thirty (30) days of receipt. All billings that remain unpaid after thirty (30) days shall bear interest until paid at the rate of five percent (5%) per annum or the maximum rate allowed by law, whichever is less.

If CWD fails to pay any invoice within thirty (30) days and such failure continues ten (10) days after Consultant gives CWD notice of such failure, Consultant shall have the right to terminate this Agreement immediately without liability to CWD. The right to terminate under the terms of this section shall be in addition to all other legal, equitable, or contractual remedies available to Consultant.

Work under this contract is funded by the Source Water Protection Fund through Business Oregon and a partnership of Local and/or Private Funds. Contractor receiving DWSP funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

3. TERM OF AGREEMENT

This Agreement shall commence on _____ and shall terminate effective _____.

4. CWD'S DUTIES

The CWD shall make its facilities accessible to Consultant as required for performance of its services and shall provide labor and safety equipment as required by Consultant for such access. CWD agrees to cooperate with Consultant and be reasonably available to confer with Consultant upon request, to keep Consultant informed of developments and to disclose to Consultant all facts and circumstances of which CWD is aware which may bear upon Consultant's handling of the matter. CWD agrees to provide Consultant with such documents and information as CWD may possess relating to the matter, and to abide by all terms of this Agreement.

5. ADVERTISEMENTS, PERMITS, ACCESS

Unless otherwise agreed to in the Scope of Services, the CWD shall obtain, arrange and pay for all advertisements for bids, permits and licenses required by local, state or federal authorities.

Consultant represents and warrants to CWD that it has all licenses, permits, qualifications and approvals of any nature whatsoever which are legally required for Consultant to practice its profession. Consultant represents and warrants to CWD that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

6. RELATIONSHIP OF PARTIES, NO THIRD-PARTY BENEFICIARIES

Consultant is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement.

7. SUBCONTRACTS

Consultant may use the services of independent contractors to perform a portion of its obligations under this Agreement without prior written approval by CWD. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors the CWD

shall determine to be necessary.

Consultant and subcontractors implement the good faith efforts for solicitation and contracting, and comply with all Disadvantaged Business Enterprises procurement forms, statements, and reporting requirements as described in Section 4.1 of the Safe Drinking Water Handbook.

8. NO DISCRIMINATION

In the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

9. INSURANCE REQUIREMENTS

9.1 To the fullest extent allowed by law, the Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Errors & Omissions Liability Insurance requirements apply to Consultants performing Professional Services. Construction contractors may disregard this coverage unless specifically required by the Contract Documents.

9.2 Minimum Scope of Insurance:

Coverage shall be at least as broad as:

- a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b) Workers’ Compensation insurance as required by the State of Oregon and Employers’ Liability insurance.
- c) Errors & Omissions Liability insurance appropriate to the consultant’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.

9.3 Minimum Limits of Insurance:

1.	General Liability: (Including operations, products and completed operations, as applicable.)	\$1,000,000	Combined single limit per occurrence, including operations, products and completed operations.
		\$2,000,000	Aggregate limit for bodily injury, personal, personal injury and property damage.
2.	Comprehensive Automobile Liability:	\$1,000,000	Owned, non-owned, hired vehicles
3.	Workers’ Compensation:		As required by the State of Oregon

4.	Employers' Liability:	\$1,000,000 \$1,000,000	Per occurrence, bodily injury by disease Each employee, bodily injury by disease
5.	Errors & Omissions Liability:	\$1,000,000 \$2,000,000	Per occurrence Aggregate Limit
6.	Pollution Liability (required when work includes asbestos or lead paint)	\$1,000,000 \$2,000,000	Per occurrence Aggregate Limit

9.4 Deductibles and Self-Insured Retentions:

1. Any deductibles or self-insured retentions must be disclosed to and approved by the CWD and shall not reduce the limits of liability. At the option of the CWD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CWD, its officers, officials, employees and volunteers; or the Consultant shall provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
2. Policies containing any self-insured retention provisions shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the CWD.

9.5 Other Insurance Provisions:

1. It shall be a requirement under this agreement that any available insurance proceeds in excess of the specified minimum Insurance coverage requirements and limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be a) the minimum coverage and limits specified in this Agreement or b) the full coverage and maximum limits of any Insurance proceeds available to the named insured, whichever is greater.
2. Where subcontractors/ subconsultants are used, the Consultant agrees to include in their subcontract the same requirements and provisions of this agreement, including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's/ subconsultant's work. Subcontractors/ subconsultants hired by the Consultant agree to be bound to the Consultant and the CWD in the same manner and to the same extent as the Consultant is bound to the CWD under the Contract Documents. Subcontractors/ Subconsultants further agree to include the same requirements and provisions of the contract agreement, including the indemnity and insurance requirements, with any sub-subcontractors/sub-subconsultants to the extent they apply to the scope of the sub-subcontractor's/sub-subconsultant's work. A copy of the CWD's Contract Documents, including the indemnity and insurance provisions, shall be furnished to the subcontractor/subconsultant upon request.

Subcontractors/Subconsultants responsibility for defense and indemnity obligations shall survive the termination or completion of the contract agreement for the full period of time allowed by law.

3. The limits of insurance required in this agreement may be satisfied by a combination of primary

and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the CWD (if agreed to in a written contract or agreement) before the CWD's own insurance shall be called upon to protect it as a named insured.

4. The defense and indemnification obligations of this contract agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the contract agreement.
5. The CWD reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CWD, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. The additional insured coverage under the Consultant's policy shall be primary and non-contributory, and will not seek contribution from the CWD's insurance.
3. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the CWD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CWD, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the CWD.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the CWD for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not

contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

9.6 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the CWD. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

9.7 Verification of Coverage

Consultant shall furnish the CWD with endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CWD, unless the insurance company will not use the CWD's forms. All endorsements are to be received and approved by the CWD before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the CWD's forms, the Consultant's insurer may provide complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

9.8 Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CWD for all work performed by the Consultant, its employees, agents and subcontractors/subconsultants.

9.9 Indemnity and Hold Harmless

Consultant shall indemnify and hold harmless the CWD, their elected officials, officers, employees, agents and volunteers, and each and every one of them, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person or person's bodily injury, including death, or property being damaged by Consultant or any person employed by Consultant or in any capacity during the progress of the work by negligence except where caused by the active negligence, sole negligence or willful misconduct of the CWD.

Consultant shall also indemnify CWD of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against those agencies with respect to Consultant's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments.

10. STANDARD OF PERFORMANCE

10.1 Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All products of any nature, which Consultant delivers to CWD pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Consultant and its agents, employees and subcontractors assigned to perform the services contemplated by this Agreement.

10.2 Key Personnel. In selecting the Consultant for this Contract the CWD relied on the qualifications and experience of those persons identified by Consultant by name as performing the Services.

Consultant must not reassign or replace Key Personnel without the written consent of the CWD, which consent will not be unreasonably withheld. The CWD may at any time in writing notify Consultant that the CWD will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Consultant must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the CWD.

10.3 Contractor shall permit, and cause its subcontractors to allow *[insert name of water system Owner]*,

the State of Oregon, the federal government and any party designated by them to:

- (1) Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- (2) Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- (3) Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.

11. RELIANCE UPON DATA, DOCUMENTS AND RECORDS

Consultant shall be entitled to rely upon the accuracy and completeness of all data furnished by CWD to Consultant that is used by Consultant in the providing of services under this Agreement. Consultant may retain and use all data furnished to it, except such data which may be marked "confidential" and required to be returned, and may use all plans, designs, specifications and other work product created by Consultant in providing services hereunder. Any use of such work product which includes proprietary information shall not identify CWD, nor shall the manner of such use have the effect of identifying CWD.

12. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC MEDIA DELIVERABLES

All completed reports and other data or documents, or computer media including diskettes and other materials provided or prepared by Consultant in accordance with this Agreement are the property of CWD, and may be used by CWD.

Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors to perform this project, or developed under contract with the Contractor specifically to enable Contractor's obligations related to this project.

CWD shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from the use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Consultant, except use by CWD on those portions of Project for which such items were prepared.

13. RESOLUTIONS OF DISPUTES, ATTORNEYS FEES

The laws of the State of Oregon shall govern the interpretation of and the resolution of disputes under this Agreement. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees. Consultant shall continue with the responsibilities under this Agreement during any dispute unless waived in writing by CWD.

14. CONFLICT OF INTEREST

- A. Consultant shall disclose any financial, business, or other relationship with the CWD that may have an impact upon the outcome of this contract, or any ensuing CWD construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CWD construction project, which will follow.
- B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

15. TERMINATION OF AGREEMENT

If Consultant fails to perform his/her duties to the satisfaction of the CWD or if Consultant fails to fulfill in a timely and professional manner his/her obligations under this Agreement, or if Consultant violates any of the terms or provisions of this Agreement, then CWD shall have the right to terminate this Agreement effective immediately upon the CWD giving written notice thereof to Consultant. In the event CWD shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Either party may terminate this Agreement on 30 days' written notice. CWD shall pay Consultant for all work satisfactorily completed as of the date of notice.

CWD may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased.

In the event CWD terminates this Agreement:

- A. CWD shall have full ownership and control of all writings which have been delivered by Consultant pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to CWD pursuant to this Agreement;

Corbett, OR 97019

To Consultant:

<consultant firm>
<street address>
<CWD, state, zip>
<phone>
<email address>

19. ENTIRE AGREEMENT

This document, including all exhibits, contains the entire agreement between the parties and supersedes any oral or written understanding they may have had prior to the execution of this Agreement. Consultant shall be entitled to no other benefits other than those specified herein. No amendments or alterations shall be effective unless in writing and signed by both parties. Consultant specifically acknowledges that in entering into and executing this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

20. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

21. EMPLOYMENT STATUS

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow CWD to exercise discretion or control over the professional manner in which Consultant perform the services which are the subject matter of this Agreement, provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of CWD is to assure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of Oregon or the federal government which would be withheld from compensation if Consultant were a CWD employee. CWD shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under CWD's worker's compensation insurance plan nor shall Consultant be eligible for any other CWD benefit.

22. HEADINGS, ASSIGNMENT AND WAIVER

The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any part of any provision or a breach of this Agreement must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

23. AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, CWD and Consultant have executed this Agreement below:

CORBETT WATER DISTRICT

By: _____ Date _____
Andrew Dirks
CWD Manager, Corbett Water District

CONSULTANT

By: _____ Date _____
<Consultant Project Manager>
<Consultant Title, Company>

Distribution: Consultant (1 original), CWD Clerk (1 original), Project File (1 copy)