



# Request for Proposal & Bid: 2016-2018 Habitat Restoration Engineering Services Master Contract

Issued: April 12, 2016

By: Long Tom Watershed Council

**Proposals due: April 29, 2016 at 5 p.m. at the Long Tom Watershed Council office.** Proposals can be mailed, hand delivered, or emailed. Proposals must meet requirements listed in section 5.0 below.

## Questions and Proposals shall be directed to:

Jed Kaul, Long Tom Watershed Council

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## 1.0 Project Description

The Long Tom Watershed Council has been working with public and private landowners to restore riparian, wetland, prairie, and oak habitats since 2001. Project sites included in this contract will be located throughout the 410 square mile Long Tom Watershed and the Council's larger service area. See **Attachment 2** for a map of LTWC service area.

Contractors selected to work with LTWC through this contract will provide professional services that will support a variety of habitat restoration activities, including fish passage enhancement, floodplain and side channel restoration, wetland restoration, and stream habitat enhancement.

The work described herein is funded by grants awarded to LTWC from the Oregon Watershed Enhancement Board, the Oregon Department of Fish and Wildlife, the Bonneville Power Administration, Meyer Memorial Trust, the U.S. Fish and Wildlife Service, the Bureau of Land Management, and other funders.

LTWC and the owners of the properties where the work will be conducted are partners on the projects. This Contract will be managed and paid for by the Council.

## 2.0 Contracting Process

- Interested Contractors submit proposals meeting the requirements outlined below by **April 29, 2016 at 5 p.m.** to the Long Tom Watershed Council (hereafter referred to as "LTWC" or "the Council").
- After reviewing proposals, Council signs master contract with selected Contractor(s) by **May 11, 2016.**

- Council works with selected Contractor(s) to develop work orders for specific projects that include a not-to-exceed amount based on rates specified in proposal. Depending on complexity of the project and number of Contractors signed to master contract, Council may require Contractors to submit project-specific proposals prior to execution of work order that include a detailed description of how the Contractor intends to implement the project, a breakdown of the hours required for the project, and a schedule of the work to be completed. Work orders will outline specific deliverables to be produced by the Contractor and associated deadlines.
- Contractor completes tasks by date(s) specified on work order.
- Contractor invoices Council as frequently as monthly for work satisfactorily completed as part of work order; Council pays Contractor(s) within 30 days of receipt of invoice.

### **3.0 Scope of Work**

The Contractor will provide the labor, supplies, and equipment needed for the successful completion of the work they have been hired to perform by the Council. Depending on scheduling and work load, the Council may be able to provide a worker to assist the Contractor with field work. The ability of the Council to provide assistance will be determined prior to development of each work order. Work included in this contract will involve some or all of the following the tasks:

#### **3.1 Habitat Restoration Engineering Services**

This work will be focused on services required to design habitat restoration projects, primarily floodplain, wetland and stream restoration, such as placing large wood in streams, removing constructed features to re-connect floodplain and side channel habitat, and addressing fish passage barriers (e.g. culvert removals/replacements, engineered riffle installations). Typically this work needs to be completed by an engineer licensed in the state of Oregon. Examples of services requested may include, but are not limited to the following:

- Stream and floodplain restoration project design and construction document creation
  - Stream-simulation culvert design
  - Engineered riffle design
  - Large wood placement design
  - Constructed feature (dams, levees, culverts, etc.) removal design
- Hydraulic/hydrologic/geomorphic analysis
  - No-rise analysis
  - Floodplain inundation modeling and mapping
  - Modeling of project sites using industry-standard techniques
- Floodplain fill/removal permit writing - either independently or supporting LTWC's acquisition of permits through document/map creation and consultation

#### **3.2 Watershed Restoration Construction Management**

This work will focus on services required to manage on-the-ground construction of habitat restoration projects, primarily floodplain, wetland and stream restoration, such as placing large wood in streams, removing constructed features to re-connect floodplain and side

channel habitat, and addressing fish passage barriers (e.g. culvert removals/replacements, engineered riffle installations). Examples of services requested may include, but are not limited to the following:

- Managing construction bid and contracting process, including producing and distributing bid documents and contracts
- Floodplain fill/removal permit writing
- Managing and oversight of construction and other project implementation contractors

### **3.3 Watershed Restoration Planning and Project Prioritization**

The scope of services for this category is intended to be focused on services required to assess watershed conditions and inventory for restoration opportunities to create a restoration plan for a site, reach, tributary or sub-watershed area. Examples of services requested may include, but are not limited to the following:

- Restoration/management plans that provide a broader watershed or sub-watershed approach (instead of site specific)
- Restoration project identification, analysis and prioritization
- Creating budgets for implementing restoration projects and plans
- Technical report writing
- GIS mapping

### **3.4 Watershed Restoration Survey**

The scope of services for this category is intended to focus on services required to collect data to support watershed restoration project planning and implementation. Examples of services requested may include, but are not limited to the following:

- Wetland and floodplain delineations/determination and functional assessments
- Vegetation inventories (wetland, riparian, and upland habitats)
- Habitat assessments/surveys
- Watershed biophysical surveys
- Archeological surveys
- Fish population surveys

### **4.0 Inspection & Quality Control**

The Contractor shall abide by the specifications outlined in this RFP, the attached Contract for Professional Services (Attachment 1), and the procedures outlined within work orders and proposals developed by the Council and the Contractor for specific projects. The Contractor shall not make any changes to the procedures outlined within the proposal(s) or work orders without approval from the Council.

### **5.0 Proposal Requirements**

The Contractor will present the Council with a proposal by 5 p.m. on April 29, 2016. At minimum, the proposal must include the following items:

- A completed version of **Attachment 1: Contract for Professional Services**.
- A proposal that contains, at minimum, the following items:
  - A cover letter indicating the Contractor's understanding of the services as specified in section 3.0 Scope of Work, to be performed and the approach to provide these services to meet the needs of the Council.

- A brief summary of your organization, organizational structure, and description of how projects are managed to meet project requirements and timeline. Include a list of anticipated subcontractors that may be necessary to complete the work.
- Resume(s) that describe the qualification and experience of the individuals who will provide services to the Council in relation to the work described in section 3.0 (including subcontractors). Describe specifically the number of years of experience they have performing work similar to that needed by the Council and summarize their qualifications.
- A statement of the ability of your firm to quickly respond to the Council's needs.
- A brief summary of how you intend to utilize Council staff to help complete project tasks to reduce costs and share project site knowledge with the Council.
- A fee schedule of hourly rates broken down by staff classifications. These rates will be incorporated into the Contract signed by the Council and the Contractor and will be used for the duration of the contract, except for inflationary adjustments as detailed in section 8.1 of the RFP. Also include a statement of reimbursable expenses (i.e. daily equipment usage rates) not included in hourly staff rates. Council will reimburse Contractor for travel at federal mileage rates, but will not pay for staff travel time.
- A list of clients with telephone numbers that may be contacted as references for projects completed that were similar in scope to those listed in section 3.0 of the RFP. Please list no more than five references, and if possible list references for projects completed within the last five years.

### **5.1 Contractor Selection and Contract Signing**

The Council will review proposals and select Contractors for the proposed work by **May 11, 2016**. The Council will choose Contractors based on their previous experience with similar work, reports from previous clients, and the prices offered by the Contractor. The Council will sign and return **Attachment 1: Contract for Professional Services** to selected Contractors. The Council is an equal opportunity employer and will not discriminate against any Contractor because of race, color, religion, sex, or national origin.

### **6.0 Special Conditions**

The Contractor shall abide by the following special conditions during implementation of work included in this contract:

#### **6.1 Contractor's Representative**

The Contractor shall designate a key staff person to be the Council's contact for the duration of the contract. The Contractor's point of contact shall check-in by phone or in person with the Council Project Manager, or his/her designee, each day work is performed.

#### **6.2 Contractor Furnished Items**

The Contractor shall furnish all equipment, repair parts, and supplies to perform contract work according to the required specifications. Council will reimburse Contractor for the use of certain equipment used during performance of this Contract. Reimbursable equipment will depend on the given project and will be outlined in the project Scope of Work.

### **6.3 Contractor Vehicle Parking**

Contractor vehicles shall be parked in pre-arranged, designated parking areas and the total number of vehicles may be limited by parking area.

### **6.4 Soil Disturbance**

In order to minimize soil disturbance and compaction, gas powered vehicles are restricted to existing road ways, or to access routes approved by the Council.

### **6.5 Special Equipment Cleaning Requirements to Prevent Dispersal of Noxious Weeds**

All equipment, including boots and shovels, moved to the job site shall be cleaned of weeds and their seeds prior to each entrance onto the project. Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This will likely require the use of a pressure hose. Equipment shall be made available for visual inspection by the Project Manager prior to entering the project area.

### **6.6 Fire Precautions**

All state fire laws shall be followed. Specific requirements for fire equipment may vary by local fire district. Fire restrictions may result in limited hours of equipment operation at the work site, including the use of gasoline powered vehicles and power tools. Contractor is required to check with local fire districts and furnish any equipment required by those districts. Smoking or flaming materials are not allowed on project site or nearby areas with significant fuel loads during fire season. Western Lane Fire Protection District can be reached at (541) 935-2283 for information regarding the current Industrial Fire Precaution Level (IFPL) and the associated required precautions to which the Contractor must adhere.

### **6.7 Environmental Protection**

Contractor shall adhere to all applicable Federal, State, and local environmental protection laws and regulations. Any maintenance work, equipment repairs, and refueling of equipment shall be at fueling areas located in parking lots or existing gravel roads. Equipment furnished shall be free from any leakage of petroleum products. Excessive leakage shall be a basis for issuing an immediate shutdown of the operation.

### **6.8 Other Conditions**

Some of the grant funds awarded to the Council require Contractors hired by the Council to adhere to other Federal laws. These conditions will be shared with Contractor during development of applicable work orders and incorporated into work orders prior to execution. An example of these conditions is available upon request.

### **7.0 Insurance**

Contractor shall maintain in force for the duration of the work proposed the insurance coverages specified below. Each policy required by these provisions shall be written as a primary policy. **A copy of each policy, including a certificate listing the Long Tom Watershed Council as Additionally Insured, shall be received by Council within five days of execution of contract.** Each policy shall be with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling the Council to not less than 30 days prior written notice of any material change, non-renewal or cancellation. Failure to maintain any insurance coverage required shall be cause for immediate termination of the contract between the Council and the chosen Contractor.

Council reserves the right to require additional insurance for a particular project or may approve a reduction in insurance limit requirements.

- **Commercial General Liability.** Contractor shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with aggregate of \$2,000,000, for bodily injury, personal injury or property damage.
- **Automobile Liability.** Contractor shall maintain an automobile liability insurance policy with coverage of not less than \$500,000 combined single limit per occurrence, with aggregate of \$1 million, for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability.
- **Workers' Compensation Insurance.** Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law.

## **8.0 Payments**

There will be no guarantee as to the amount of work or size of project, if any, that any Contractor will be given under this contract. There is also no guarantee that work will be assigned evenly among individual Contractors, if multiple Contractors are signed to this contract. Assignments will be at the Council's sole discretion, independent of consideration of evenness in volume of work. In addition to this master contracting process, the Council may use other formal RFP or informal bid processes, as outlined in Council policies approved by the LTWC Board of Directors, to procure professional services. The Council reserves the right, at their sole discretion, to select the most appropriate method to procure professional services, via this master contract, formal RFP processes, or informal bid processes.

## **8.1 Rate Increases**

The contract(s) signed with selected consultant(s) will include set hourly rate schedules for the term of the contract set by each firm's proposal response to this RFP. Rates may be increased annually, as approved by the Council, at a rate no greater than the inflationary rate for the preceding contract year (July 1 to June 30) as calculated by the Consumer Price Index for the Portland-Salem OR-WA area for Urban Wage Earners-Clerical Workers as published by the U.S. Department of Labor, Bureau of Labor Statistics. Proposers must request rate increases in writing by April 15 of each year during the duration of the contract.

## **8.2 Davis-Bacon Act and Oregon Bureau of Labor and Industries Prevailing Wage Compliance**

Some of the grant funders awarding project funds to the Council require Contractors hired by the Council to comply with the provisions of the Davis-Bacon Act and/or State of Oregon Prevailing Wage rules for work at the project sites where grant funds are expended. The Council will notify the Contractor during development of work orders if the work to be completed by the Contractor is subject to these rules. If so, it is the Contractors responsibility to understand these rules and comply with all

applicable provisions. If the work to be completed is subject to these rules, the Contractor may be required to submit certified payrolls to the Council with all invoices.

## **ATTACHMENT 1: HABITAT RESTORATION ENGINEERING MASTER SERVICES CONTRACT**

This agreement, dated \_\_\_\_\_, is between the Long Tom Watershed Council (Council) and \_\_\_\_\_(Contractor).

### **GENERAL TERMS AND CONDITIONS**

1. Eligibility List/Services Provided

- A. Contractor is eligible to provide the services identified in Section 3.0 of the “Request for Proposal & Bid: 2016-2018 Habitat Restoration Engineering Services Master Contract,” issued by the Long Tom Watershed Council on April 11, 2016, attached hereto, incorporated herein, and hereafter referred to as the “RFP”.
- B. Contractor’s services shall be performed with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field and community as Contractor.
- C. In performing these services, Contractor shall be an independent contractor and not an employee of Council. Council shall have the right to verify that Contractor’s performance meets the requirements of this agreement but shall not have the right to control the manner of Contractor’s or subcontractors’ performance.
- D. No provision of this agreement shall be construed to create a partnership, joint venture, employer-employee, landlord-tenant or principal-agent relationship.

2. Cost of Services

- A. Council shall pay Contractor at the rates provided in their proposal, attached hereto and incorporated herein. Rates may be renegotiated annually according to section 8.1 in the RFP.
- B. Contractor can invoice Council as frequently as monthly for tasks satisfactorily completed as part of work order issued by Council. Council shall have thirty (30) days from the receipt of Contractor's invoice in which to make payment. In the event Council disputes Contractor’s invoice, Council may withhold payment pending the outcome of the dispute without incurring interest and penalty charges.
- C. Council and Contractor may agree to a basis of payment other than that provided in the Contractor’s proposal, including hourly rates, lump sum, a combination thereof, or some other basis for payment.



D. Council shall have the right to inspect Contractor's books and records to verify the accuracy of Contractor's billing statements. This right of inspection shall extend to all documents necessary to permit adequate evaluation of the billing data submitted.

3. Interference with Performance

If at any time Contractor believes that Council is in any way hindering, delaying or interfering with Contractor's performance, Contractor shall promptly inform Council in writing and shall describe in detail the way in which Contractor believes that such hindrance, delay or interference is occurring. Contractor's failure to promptly inform Council in writing shall operate as a waiver of Contractor's right to assert claims or defenses based upon said hindrance, delay or interference. The terms of this paragraph shall not apply to Council suspension of the work pursuant to paragraph 7 herein.

4. Changes in Work

A. Subject to the requirements of paragraph 4(B) herein, Council shall have the right to request work outside the scope of any work order associated with this agreement and to cancel a portion of the work at any time. Council shall pay Contractor an amount to be agreed upon by the parties for all additional work. Council shall pay Contractor a reduced amount to be agreed upon by the parties in the event Council cancels work.

B. Contractor shall perform no work outside the scope of any work order associated with this agreement ("Original Work Order") until the parties have signed another work order ("Amended Work Order") that describes the work and contains the terms of payment. Contractor shall not be entitled to payment for work outside the scope of the Original Work Order unless the parties signed the Amended Work Order before Contractor performed the work. All work performed in the absence of the Amended Work Order shall be considered within the scope of the Original Work Order.

5. Time of Performance

Time is of the essence. Contractor shall complete all work in accordance with the time requirements contained in any work order associated with this agreement that describes the work.

6. Excusable Delays

Neither Council nor Contractor shall be responsible for or liable for damages resulting from delays due to causes beyond their reasonable control, including, but not limited to, acts of God, acts or omissions of governmental authorities, strikes, lockouts, acts of the public enemy, wars, blockades or civil disturbances. In the event of such a delay, the completion date for Contractor's services shall be

extended for a period equal to the length of the delay. Contractor shall notify Council in writing not more than three (3) days after the occurrence of any event that Contractor believes will result in such a delay. The failure of Contractor to provide such notice shall result in a waiver of Contractor's right to claim that the delay is excusable.

7. Suspension of Work

Council may suspend the work at any time by delivering written notice to Contractor. In the event Council suspends the work for reasons which are not the fault of Contractor, Contractor shall be allowed an increase in the amount payable to Contractor that is equal to the increase in Contractor's expenses resulting from the suspension. Such expenses must be reasonable, customary and actually incurred. In no event will Council be liable for profits lost as a result of suspended work.

8. Rejected Work

The Contractor warrants to Council that all work will conform to standard engineering specifications and practices. Work not conforming to these standards shall be considered defective. At its own expense, Contractor will make good and repair any defects arising from faulty workmanship. Council shall have the right to reject Contractor's defective work. Contractor shall promptly eliminate all defects free of charge. If Contractor fails to eliminate all defects within a reasonable time, Council may eliminate the defects, or hire another contractor to eliminate the defects and charge the expense of eliminating the defects to Contractor. If Council deems it impractical to correct a defect, Council may reduce the fee payable to Contractor by an amount that in Council's sole judgment reflects the diminished value of the work represented by the defect. Council's rights under this paragraph shall be in addition to and not in lieu of all rights Council may otherwise have in the event Contractor produces defective work.

9. Project Management

Each party shall assign a project manager to the work described in each work order. The project managers shall be authorized to act on behalf of their respective employers concerning all matters related to this agreement, except, however, that agreement amendments shall not be effective unless approved pursuant to paragraph 19 of this document.

10. Assignment

Contractor shall not assign Contractor's rights or duties pursuant to this agreement or any work order associated with this agreement without first obtaining Council's written consent.

11. Conflicts of Interest

Contractor shall remain free of conflicts of interest at all times. Conflicts of interest shall include, but not be limited to, the following: where Contractor's services include recommending products or services for Council's purchase, a significant financial interest held by Contractor in any manufacturer or seller of products or services so recommended. Council shall have the exclusive right to determine what constitutes a significant financial interest.

12. Indemnity/Hold Harmless

Contractor shall indemnify and hold Council, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to the Work, Contractor's failure to strictly comply with any provision of this contract, or any other actions or failure to act by Contractor and Contractor's employees, agents, officers, representatives and subcontractors. In the event any such action or claim is brought against Council, Contractor shall, if Council so elects and upon tender by Council, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to Council or to Council and Contractor, jointly, and reimburse Council for any loss, cost, damage or expense, including attorney fees, suffered or incurred by Council. Council shall indemnify and hold Contractor, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all third party claims, demands, and causes of action that are not caused by the acts or omissions of Contractor.

13. Insurance

A. Contractor shall maintain in force for the duration of this contract the insurance coverages specified below. Each policy required by these provisions shall be written as a primary policy. A certificate of Additionally Insured shall be received by Council within five days of contract signing. Each policy shall be with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling Council to not less than 30 days prior written notice of any material change, non-renewal or cancellation. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination of this contract by Council.

- i. Commercial General Liability. Contractor shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with aggregate of \$2,000,000, for bodily injury, personal injury or property damage.
- ii. Automobile Liability. Contractor shall maintain an automobile liability insurance policy with coverage of not less than \$500,000 combined single limit per occurrence, with aggregate of \$1 million, for bodily injury, personal injury or property damage. The coverage

- iii. shall include both hired and non-owned auto liability. Workers' Compensation Insurance. Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law.
- B. Council reserves the right to require additional insurance for a particular project or may approve a reduction in insurance limit requirements.

14. Termination

- A. Council may terminate this agreement or any work order associated with this agreement without cause at any time upon the delivery of written notice. In the event of such termination, Council shall pay Contractor for all work performed in accordance with the requirements of this agreement or any work order associated with this agreement prior to the date of termination. Council shall not be liable for damages or expenses incurred by Contractor as a result of Council's termination.
- B. The termination of this agreement or any work order associated with this agreement shall not relieve or release Contractor from any liability to Council for damages sustained by Council by virtue of any breach of this agreement or any work order associated with this agreement by Contractor or Contractor's negligence or other conduct, and Council may withhold all or any part of any payment due to Contractor upon such termination as a set-off against the amount of any such damages until such time as the exact amount of damages due Council from Contractor is determined.
- C. In the event of the termination of this agreement or any amendment to this agreement for any reason allowed herein or allowed by law, Contractor shall promptly deliver all work in progress to Council. Council shall not be obligated to pay Contractor's final invoice until Council has received the work in progress.

15. Compliance with State and Federal Laws/Rules

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning workers compensation insurance, health care payments, working hours, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A, 279B and 279C.

16. Integration

This Contract and the RFP constitute the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be

relevant to supplement any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement and no waiver by a party of any right under this agreement shall prejudice the waiving party's exercise of the right in the future.

17. No Contingent Fees

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor any fee or consideration of any kind, contingent upon or resulting from the award or making of this agreement. Contractor further warrants that Contractor shall not employ or retain any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure any work order associated with this agreement, and that Contractor will not pay or agree to pay any company or person, other than a bona fide employee working solely for Contractor consideration of any kind, contingent upon or resulting from the award or making of any work order associated with this agreement. In the event Contractor breaches the warranties contained in this paragraph, Council shall have the right to deduct from the agreement price or otherwise recover the full amount of such fee or consideration.

18. Work Orders/Amendments/Waivers

Work orders associated with this agreement shall be approved by Council project managers and the Contractor's authorized representatives. Any subcontractors proposed to be hired by the Contractor shall be declared prior to execution of work order. No waiver of any portion of this agreement and no amendment, modification or alteration of this agreement shall be effective unless in writing and signed by Contractor's authorized representative and by Council's Executive Director or the Executive Director's designee.

19. Third Party Beneficiaries

No provision of this agreement or any work order associated with this agreement shall in any way inure to the benefit of any third person so as to constitute any such person a third party beneficiary of this agreement or any work order associated with this agreement, or otherwise give rise to any cause of action in any person not a party to this agreement.

20. Attorney Fees

If any dispute arises concerning the interpretation or enforcement of this agreement or any work order associated with this agreement or any issues related to the U.S. Bankruptcy Code (whether or not such issues relate to the terms of this agreement), the prevailing party in any such dispute shall be entitled to recover all of its attorney fees, paralegal fees, costs, disbursements and other expenses from the nonprevailing

party, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding and in any appeal.

21. Interpretation of Agreement

- A. This agreement and any work order associated with this agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
- B. In case of a conflict between the provisions contained in any work order associated with this agreement and this agreement, the provisions contained in any work order associated with this agreement shall have precedence.
- C. The paragraph headings contained in this agreement and any work order associated with this agreement are for ease of reference only and shall not be used in construing or interpreting this agreement or any work order associated with this agreement.

22. Severability/Survival

If any of the provisions contained in this agreement or any work order associated with this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this agreement and any work order associated with this agreement for any cause.

23. Choice of Law/Venue

This agreement and any work order associated with this agreement and all rights, obligations and disputes arising out of the agreement and any work order associated with this agreement shall be governed by Oregon law. All disputes and litigation arising out of this agreement and any work order associated with this agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Eugene, Lane County, Oregon.

CONTRACTOR

COUNCIL

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 2 - Long Tom Watershed Council Service Area

