



Council Business Meeting

September 19, 2023

Agenda Item	Professional Services Contract for TAP Intertie System Improvements (Scope 2)	
From	Jason Strait Scott Fleury PE	Project Manager Public Works Director
Contact	jason.strait@ashland.or.us Scott.fleury@ashland.or.us	
Item Type	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/>	

SUMMARY

Before the Council is a request to award of a professional services contract (PSC) to RH2 Engineering Inc. for the design of TAP Intertie system improvements defined in the TAP Master Plan. Ashland, Talent and Phoenix were awarded three million dollars in grant funding via American Rescue Plan Act (ARPA) to fund defined projects within the TAP Master Plan. Per the grant agreement the ARPA funds must be expended by 2026.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

Essential Services

- Drinking Water System

Enhance Value Services:

- Water Conservation
- Address Climate Change

CEAP Goals:

Natural Systems: Air, water, and ecosystem health, including opportunities to reduce emissions and prepare for climate change through improved resource conservation and ecosystem management.

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life cycle costs
- Deliver timely life cycle capital improvement projects.
- Maintain and improve infrastructure that enhances the economic vitality of the community.
- Evaluate all city infrastructure regarding planning management and financial resources.

PREVIOUS COUNCIL ACTION

The City Council has taken numerous actions over the past three decades in relation to the TAP system with the most recent being adoption of the TAP System Master Plan as the guiding planning document for TAP ([Staff Report](#)).

The Council also approved the supplemental budget resolution accepting the three million dollars in grant funding at the January 4, 2022 Council Business Meeting ([Staff Report](#)).





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A previous PSC for a portion of this work scope came before the council on January 03, 2023, and was subsequently awarded to RH2.

BACKGROUND AND ADDITIONAL INFORMATION

The **purpose** of this project is to develop the engineering plans, specifications and estimates for improvements to the TAP system as defined in the TAP Master Plan and covered by the ARPA grant. Talent, Ashland and Phoenix have entered into an Intergovernmental Agreement (IGA) for Ashland to manage the projects and ARPA funding.

The project was formally solicited on the OregonBuys on May 16, 2023 and a response was received on June 20, 2023. A single proposal was submitted by RH2 Engineering Inc. for the project. The proposal was graded by Jason Strait (Project Manager), Karl Johnson (Associate Engineer), and Scott Fleury (Public Works Director).

The results of the scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
RH2 Engineering Inc.	262 (87.3 avg)	1

After scoring was completed, RH2 Engineering Inc. was notified of the City’s intent to begin scope and fee negotiations for the project. Through several discussions a final scope and fee was agreed upon in concept by Talent, Ashland, Phoenix and RH2 Engineering Inc. The scope and fee is part of the professional services contract, reference attachment #1. In addition, the contract and scope have been approved by Business Oregon as required through the ARPA funding mechanism.

Project Description:

This contract supports the development of plans, specifications, bid packages and estimates for the following improvements:

1. Building Seismic Study– Talent Booster Pump Station (BPS)
 - a. Investigate and assess the design and construction of the Talent Booster Pump Station building for structural seismic resilience and recommend design changes.
2. Bi-Directional Flow Connection – Ashland to TAPS
 - b. Modifications to allow potable water flow from Ashland to TAPS. Work is likely to include modifications to the Ashland BPS bypass piping and to a back flow vault as well as the installation of a new pressure reducing valve. In the City of Phoenix the work is likely to include the installation of a new vault, meter and pressure reducing valve. Changes to control systems at the various pumps stations may also be required.
3. Water Main Seismic Design – Main TAPS Pipeline in Phoenix





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- c. Modifications to approximately 1800 lineal feet of the 24" TAPS water pipeline running through a potential area of seismic instability to reduce risk of failure in the event of an earthquake.

FISCAL IMPACTS

The proposed fee for the engineering and construction administration for the project is \$196,650 and is funded 100% from the ARPA grant received. Construction cost estimates will be updated during the design process and staff will bring forward future construction contracts arising from this PSC for award by the City Council. If the grant amount is exceeded in the construction phase then each community will pay their appropriate share based on the TAP Master Plan cost allocation basis.

DISCUSSION QUESTIONS

Does the Council have any questions about the professional services contract for TAP improvements?

SUGGESTED NEXT STEPS

Next steps include issuing a notice to proceed after award of contract and begin coordinating the schedule of work activities with RH2.

Staff will coordinate design development and review with the TAPS partner cities.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- I move to approve a Legal Department approved professional services contract with RH2 Engineering Inc. for TAP system improvements in the amount of \$196,650.
- I move to request Public Works perform a new solicitation for the project.

REFERENCES & ATTACHMENTS

Attachment #1: Professional Services Contract with RH2 Engineering

PERSONAL SERVICES AGREEMENT (greater than \$35,000.00)

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006</p>	<p>CONSULTANT: RH2 ENGINEERING, INC. CONSULTANT’S CONTACT: Jeff Ballard ADDRESS: 3553 Arrowhead Dr, STE 200 Medford, OR 97504 EMAIL: jballard@rh2.com</p>
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This Personal Services Agreement (hereinafter “Agreement”) is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and RH2 Engineering, Inc., a foreign business corporation ("hereinafter “Consultant”), for Engineering Design for ARPA Tap Scope 2.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

- 1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the “Effective Date”), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than June 30, 2025.
- 2. Scope of Work:** Consultant will provide Engineering Design for ARPA Tap Scope 2 as more fully set forth in the Consultant’s Scope of Work dated August 2023, which is attached hereto as “Exhibit A” and incorporated herein by this reference. Consultant’s services are collectively referred to herein as the “Work.”
- 3. Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
- 4. All Costs Borne By Consultant:** Consultant shall, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.
- 5. Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
- 6. Compensation:** City shall pay Consultant at the hourly rates and for the amounts actually incurred for

any subcontracting activities as set forth in Consultant's fee schedule entitled "RH2 Engineering, Inc. 2023 Schedule of Rates and Charges" which is attached hereto as "Exhibit C" and incorporated herein by this reference, as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of **\$196,650.00 (ONE HUNDRED NINETY-SIX THOUSAND SIX HUNDRED AND FIFTY U. S. DOLLARS)** as detailed in "Exhibit B" without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within 30 days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.

- 7. Ownership of Work/Documents:** All Work product or documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City. All reuse not occurring as part of this Work shall be without liability to the Consultant.
- 8. Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 9. Living Wage Requirements:** If the amount of this Agreement is \$25,335.05 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit E" predominantly in areas where it will be seen by all employees.
- 10. Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature to the extent caused by or arising out of the intentional or negligent acts, errors, or omission in the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused solely by the negligence of City.
- 11. Termination:**
 - a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
 - b. City's Convenience. This Agreement may be terminated by City at any time upon not less than 30 days' prior written notice delivered by certified mail or in person.
 - c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at

- levels sufficient to allow for the purchase of the indicated quantity of services;
- ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
- i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this Agreement if Consultant fails to provide services called for by this Agreement within the time specified herein or within any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

12. Independent Contractor Status: Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

13. Assignment: Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or

subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.

- 14. Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.
- 15. Insurance.** Consultant shall, at its own expense, maintain the following insurance:
- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per claim. This is to cover any damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. "Tail" coverage will be required at the completion of the Work under this Agreement for the remaining Term, and for not less than twenty-four (24) months after completion of all Work. Consultant shall be responsible for furnishing certification of the "tail" coverage as described herein or continuous "claims made" liability coverage for not less than twenty-four (24) months following completion of all Work, provided that the continuous "claims made" coverage has a retroactive date on or before the Effective Date of this Agreement.
 - c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
 - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' prior written notice from the Consultant or its insurer(s) to the City.
 - f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.
- 16. Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical

disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

17. Consultant's Compliance With Tax Laws:

17.1 Consultant represents and warrants to the City that:

17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

18. Governing Law; Jurisdiction; Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City and the Consultant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by its signature hereon of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.

19. THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN

REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

- 20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
- 21. **Nonappropriations Clause.** Funds Available and Authorized: The City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
- 22. **Certification.** Consultant shall sign the certification attached hereto as "Exhibit D" and incorporated herein by this reference.

CITY OF ASHLAND:

By: _____
Joseph L. Lessard, City Manager

Date

Purchase Order No. _____

RH2 ENGINEERING, INC. (CONSULTANT):

By: _____
Signature

Printed Name

Title

Date

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:



Assistant City Attorney

9.6.23

Date

EXHIBIT A
Scope of Work
City of Ashland
Talent-Ashland-Phoenix (TAP) Water System Improvements Project

City of Ashland Project No. 2021-13b

August 2023

Background

The Talent-Ashland-Phoenix (TAP) water system initially was developed in the early 2000s and delivers potable water from the Medford Water Commission to the Cities of Talent, Ashland, and Phoenix (Cities). The TAP system includes several miles of large diameter transmission lines, three booster pump stations (BPS), and associated reservoirs. The TAP water system is the only water source for the City of Talent (Talent) and the City of Phoenix (Phoenix) and is a supplemental water source for the City of Ashland (Ashland). All three Cities collaborate to manage and maintain the TAP system for the benefit of the partner Cities.

In 2020, the *TAP Water System Master Plan (WMP)* was completed and includes a summary of current management, operations, and maintenance, and identifies specific capital improvement projects for the system. The water system improvements identified in this Scope of Work are derived from the WMP. The identified improvements are part of the individual water systems of the Cities. However, Ashland is administering the contract for the work in coordination with the other Cities.

RH2 Engineering, Inc., (RH2) was selected through a Request for Proposal solicitation issued by Ashland in May 2023 to provide professional engineering services for the design and construction period services for the following improvements:

- Talent BPS seismic study and recommendations to comply with seismic resilience standards.
- Design improvements at Ashland BPS and Talent BPS improvements to allow Ashland to supply emergency water supply to Talent and Phoenix.
- Phoenix 24-inch pipeline replacement to meet seismic resiliency goals.

This Scope of Work details the tasks that will be performed by RH2. *Unless otherwise indicated in a specific task, RH2 will rely on the accuracy and completeness of any data, materials, or information generated or provided by the Cities or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information. It is assumed that reviews and comments required of the Cities will be provided in a timely manner.*

All deliverables will be provided in electronic (PDF) format unless otherwise noted.

Task 1 – Project Management/Administration Services

Objective: Manage the project scope, budget, and schedule, and coordinate with Cities staff.

Approach:

- 1.1 Manage the RH2 Project Team – Manage the RH2 project team to track work elements accomplished, work items planned for the next phase, man hours, scope changes, time, and budget needed to complete the work. Submit monthly invoices summarizing costs and remaining budget.
- 1.2 Coordinate with Ashland – Provide correspondence and coordination with the Ashland project manager and staff. *Correspondence will include RH2 and Ashland project manager check-in calls.*

RH2 Deliverables:

- Monthly invoices.

Task 2 – Kick-Off Meeting and Data Review

Objective: Review the project information and data, and work with Cities staff to prepare the design criteria for the improvements at each facility. Attend a kick-off meeting with the Cities.

Approach:

- 2.1 Perform Data Review – Review provided construction/as-built drawings and records of the facilities to determine if other information is needed and/or available for the project.
- 2.2 Attend Kick-Off Meeting – Prepare for and attend one (1) kick-off meeting with the Cities to determine design criteria. Visit the sites to confirm planned improvements and collect additional field data.

Assumptions:

- *RH2 will perform an evaluation of information provided by the Cities and others, as needed, to develop the design criteria. Unknowns, assumptions, and other issues that may impact the accuracy of the designs will be identified and provided to the Cities for review and discussion. If additional effort is required to further investigate these issues, a modification to this Scope of Work may be mutually negotiated between RH2 and the Cities.*
- *This Task will include site visits to two (2) facilities: Talent BPS, and Ashland BPS. Information gathered from these visits will be used for the remaining tasks in this Scope of Work.*

Provided by Ashland:

- Available construction/as-built documents for the pump stations for use by RH2.
- Construction submittals submitted to the owner during construction or Operations and Maintenance (O&M) Manuals containing relevant documentation.

- Identification of current flow parameters and long-term planned design flow parameters for each facility to aid in equipment selection.

RH2 Deliverables:

- Design criteria.
- Attendance at kick-off meeting and site visits.

Task 3 – Topographic Survey

Objective: Acquire up-to-date survey data of the project sites for design purposes, including topography and existing utilities throughout the pipeline alignment along Highway 99 (approximately 0.6 miles). Subcontract with Pariani Land Surveying LLC (PLS) to survey the site. Evaluate utility locates and survey limits. Coordinate with PLS for survey standards and AutoCAD format, and review survey.

Approach:

- 3.1 Coordinate Survey – Subcontract and coordinate with PLS for to perform topographic survey for the BPS sites and pipelines.
- 3.2 Attend Site Visit – Attend one (1) site visit to evaluate utility locates and survey limits.
- 3.3 Review Survey Data – Review survey data for the pipelines.

Assumptions:

- *Vertical datum will be based on North American Vertical Datum of 1988 (NAVD 88) as derived from the Oregon Department of Transportation (ODOT) Oregon Real-Time GNSS Network.*
- *PLS will coordinate the on-site utility locates and provide stamped topographic survey drawings and AutoCAD existing base map files for use in design.*
- *Survey will be performed with aerial LiDAR data.*
- *Utilities will be tied with terrestrial survey.*

RH2 Deliverables:

- Electronic copies of the AutoCAD survey files (AutoCAD and PDF).
- Attendance at one (1) site visit.

Task 4 – Assess Existing Talent BPS/Shop

Objective: Coordinate and assist with identification of key elements in the Talent BPS lateral-load resistance system, steel building condition, and status of non-structural elements per the Technical Council on Lifeline Earthquake Engineering (TCLEE) checklists for an Administration, O&M Facility structure. Information gathered in Task 4 will be used to complete Task 5. *Note, RH2 may discover that the concealed building elements are adequate without retrofit. RH2 also may discover that the*

BPS building cannot be reasonably or economically retrofit (in which case, planning for building replacement could be recommended).

Approach:

- 4.1 Coordinate Concrete Non-Destructive Testing – Coordinate with Ashland’s Special Inspection Agency for non-destructive testing to identify the presence and spacing of reinforcement in the stem wall and footing, floor slab, and piers at the bases of the building frames. *It is assumed that Talent personnel, prior to the special inspector’s arrival, will excavate/expose a 3-foot-wide section of exterior stem wall and footing and will remove the panels obscuring anchorage in two (2) locations: 1) an interior frame; and 2) a corner column. Talent personnel will reattach those panels and replace and compact excavated soil following the site visit.*
- 4.2 Assess Steel Building Condition – Coordinate with Ashland’s steel building contractor to inspect the condition of the steel building connectors and components.
- 4.3 Identify Anchorage and Footings – Identify the size, spacing, and side cover of anchors and the size of pier footings at typical interior frames and at building corners.
- 4.4 Perform TCLEE Assessment – Evaluate the shop per the TCLEE checklists for an Administration, O&M Facility structure.
- 4.5 Flag Elements for Additional Anchorage or Restraint – Mark, with flagging tape or other means, elements that should be anchored or restrained to meet TCLEE requirements/recommendations.

Assumptions:

- *It is assumed that the generator, which the Talent BPS relies on for post-earthquake emergency power, will be anchored and/or replaced with a fixed generator as part of a separate project; therefore, it is not mentioned further in this Scope of Work.*
- *It is assumed that Ashland will contract directly with a Special Inspection Agency and with a steel building contractor to complete the non-destructive testing and building assessment, respectively. RH2 is not responsible for the site safety, means and methods, or direction of others.*

Provided by Talent:

- Before arrival of testing agency, expose the elements that must be inspected, as described in subtask 4.1.
- Access to the facility during assessment with staff available to respond to questions.

RH2 Deliverables:

- One (1) site visit.
- Review and summary of findings.

Task 5 – Identify Talent BPS Improvements

Objective: Based on the results of Task 2, identify improvements to increase the Talent BPS’s seismic resilience based on the results of Task 4.

Approach:

- 5.1 Identify Improvements – Prepare brief descriptions of the improvements to be made to the Talent BPS to improve its seismic resilience and employee safety.
- 5.2 Prepare Engineer’s Opinion of Probable Construction Cost – Prepare Engineer’s opinion of probable construction cost (OPCC) for the Talent BPS seismic improvements.

Assumptions:

- *No plans are anticipated to be needed.*
- *It is assumed that the City will perform all needed services during bidding, contractor selection, and construction.*

RH2 Deliverables:

- List of seismic and/or safety improvements to be made.
- Engineer’s OPCC.

Task 6 – Ashland and Talent BPS Improvements

Objective: Design and manage the installation of flow control improvements that allow the Cities to provide water from Ashland to Talent and Phoenix during emergencies through the Ashland and Talent BPSs. The planned Ashland improvements will be outside of the existing BPS but within the existing waterline easements between the BPS and Highway 99. The improvements are planned to include the installation of pressure reducing flow control valves in a vault connecting the suction and discharge piping from the BPS. The Talent BPS improvements are planned to be within the existing Talent BPS facility.

Approach:

- 6.1 Select Pressure Reducing Flow Control Valves – Review flow requirements provided by the Cities and select valves that match the flow and pressure requirements established. Provide available options to the Cities for review and comment.
- 6.2 Design Electrical and Control – Design the modifications necessary to install and operate the flow control valves. Prepare 60-percent, 90-percent, and bid-ready design submittals for the Cities’ review. Prepare Engineer’s OPCC. *Control system design will be added to the existing controls at the facilities. Control System engineering will be provided by RH2’s wholly owned subsidiary, Control Systems NW LLC.*
- 6.3 Design Mechanical Improvements – Design the modifications necessary to install and operate the flow control valves and meters. Prepare 60-percent, 90-percent, and bid-ready design submittals for the Cities review. Prepare Engineer’s OPCC.

- 6.4 Prepare Specifications – Prepare front-end and technical specifications for use during the bidding phase. Prepare 60-percent, 90-percent, and bid-ready submittals for the Cities review. *Front-end specifications will be based on the Ashland template to be provided. Technical specifications will be in RH2’s modified Construction Specifications Institute format.*
- 6.5 Provide Services During Construction – Provide engineering services during the construction phase to facilitate project completion as follows:
- a) Prepare Construction Package – Prepare construction plan sets and specifications and produce PDF version of documents to be provided to the City and the contractor.
 - b) Correspond with City and Contractor – Maintain ongoing communications with City staff and the contractor as necessary to facilitate project construction. *This subtask is assumed to span the duration of services during construction.*
 - c) Attend Pre-Construction Meeting – Coordinate and attend one (1) pre-construction meeting with City staff and the contractor, respond to questions, and prepare meeting agenda and minutes.
 - d) Review Construction Documents – Review and prepare responses as appropriate for submittals (includes shop drawings, catalog submittals, and other data), pay requests, requests for information (RFIs), and change order requests.
 - e) Provide On-Site Construction Observation – Provide part-time on-site construction observations to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications. *Observation services will be provided on an as-needed basis as requested by the City. Up to sixty (60) hours have been budgeted for this subtask.* Prepare observation reports following on-site observations.
 - f) Attend Testing and Startup – Provide technical expertise during testing and startup. Attend startup to confirm performance. Perform an electrical and controls check.
 - g) Prepare O&M Manual – Prepare O&M Manual. This manual will build upon and include existing O&M manual materials.

Assumptions:

- *Ashland and Talent will administer and manage all aspects of project construction and provide full-time on-site inspection, and RH2 will support this effort only as explicitly stated herein. It is assumed that Ashland will work directly with the contractor regarding contracting, work progress and schedule, claims, protests, and all other aspects to manage construction of this project. It also is assumed that Ashland will provide the award letter, notice to proceed, substantial completion letter, physical completion letter, punch list, and all other documentation necessary for project administration and completion.*
- *The number of hours estimated to perform Services During Construction is based on similar projects with similar complexity and depend in part on the contractor awarded the project. The number of hours spent may vary depending on the completeness, responsiveness, and*

clarity of each document provided by the contractor, field conditions encountered, and other factors. These services shall be performed up to the level included in the attached Fee Estimate.

- *RH2 is not responsible for site safety, means and methods, or for directing the contractor in their work.*
- *O&M Manual will rely on information within existing O&M manuals provided by the Cities. Information within the new O&M Manual will build upon, refer to, and/or modify the existing O&M manual materials.*

Provided by Cities:

- Redline markups to 60-percent and 90-percent design deliverables received within two (2) weeks of submission.
- Construction administration and management.
- Attendance at the pre-construction meeting.
- Construction contract execution, construction inspection, letters, and all other documentation needed for project administration and closeout.

RH2 Deliverables:

- Valve options for Cities review and comment.
- Design plans and specifications at 60-percent, 90-percent, and bid-ready.
- Engineer's OPCC.
- Conformed for construction plan sets and specifications.
- Correspondence with Cities' staff and the contractor as required.
- Attendance at the pre-construction meeting and meeting agenda and minutes.
- Submittal review responses, recommendations for payment, RFI responses, and change orders.
- Observation reports following on-site observations via email.
- Attendance at startup and testing.
- O&M Manual.

Task 7 – Phoenix Pipeline Design

Objective: Prepare design plans and bid documents for the installation of approximately 2,900 linear feet of 24-inch ductile iron waterline to replace seismically susceptible infrastructure.

Approach:

- 7.1 Prepare 50-Percent Design: Develop 50-percent design level plans and an OPCC for the installation of 24-inch ductile iron waterline. Provide plans for the City for review and comment.
- 7.2 Prepare 100-Percent Design: Develop 100-percent design level plans, technical specifications, and an OPCC based on comments received on the 50-percent design. Provide plans to the City for review and comments.
- 7.3 Develop Bid-Ready Design: Develop the bid-ready design package, including front-end documents.

Assumptions:

- *No geotechnical investigations are included in this Scope of Work. RH2 will review geological information available from the United States Department of Agriculture, the Oregon Department of Geology and Mineral Industries, and any geological data provided by the City relevant to the project area.*
- *Technical specifications will be prepared as special provisions to the Oregon Standard Specifications for Construction, 2021 Edition, as published by ODOT and the American Public Works Association.*
- *Front-end documents will be prepared by RH2 on a City-supplied template.*

Provided by City:

- Redline markups to 50-percent and 100-percent design deliverables received within two (2) weeks of submission.
- Front-end construction contract templates.

RH2 Deliverables:

- 50-percent plans and OPCC.
- 100-percent plans, technical specifications, and OPCC.
- Bid-ready plans, technical specifications, front-end documents, and OPCC.

Task 8 – Services During Bidding and Award

Objective: Provide engineering services during the bidding phase of the project to assist the City with securing a qualified contractor to construct the project.

Approach:

- 8.1 Respond to Bidder Questions and Prepare Addendum: Respond to questions from bidders and clarify, revise, or change construction plans, technical specifications, or construction contract conditions during the bidding process. Prepare up to one (1) addendum, if determined necessary, during the bidding process. *It is assumed that up to one (1) addendum may be needed.*
- 8.2 Assist with Bid Opening and Bidder Evaluation: Review specialty contractor prequalification applications as part of the bid review process. Review subcontractors, suppliers, and others proposed by the prime contractor, if required by the bidding documents. Develop bid tabulation and provide a letter of recommendation for award.

Assumptions:

- *The City will be responsible for advertising the project for bids, producing and distributing the bidding documents, and paying any applicable fees. RH2 will refer interested bidders with questions to the City.*
- *The City is responsible for construction contract execution.*

Provided by City:

- Bid advertisement and payment of any associated fees.
- Fielding bidder questions and referring technical questions to RH2.
- Construction contract execution.

RH2 Deliverables:

- Up to one (1) addendum.
- Responses to contractor or supplier questions via telephone or email.
- Tabulation of bids received during bid opening.
- Letter of recommendation for award.

Task 9 – Services During Construction

Objective: Provide limited construction contract administration services during project construction to support the City. *RH2 will provide periodic observation of the construction to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications.*

Approach:

- 9.1 Prepare for and Attend Pre-Construction Conference: Prepare for and attend one (1) pre-construction conference with the contractor, City, RH2, and impacted or adjacent utilities. Prepare an agenda and meeting minutes for the pre-construction conference.

- 9.2 Review RFIs and Change Order Proposals: Review written RFIs and change order proposals and provide written responses to the City.
- 9.3 Review Submittals: Review contractor submittals, shop drawings, and field testing per the project documents. Coordinate with the City regarding substitute and “or-equal” items proposed for use by the contractor.
- 9.4 Provide Periodic Field Observation and Attend Construction Meetings: Provide part-time observation of the construction work in progress, including construction observation reports for each visit. *It is assumed that part-time construction observation includes, on average, approximately four (4) hours per day for four (4) weeks of construction observation. RH2 will coordinate with the contractor and City inspectors to provide construction observation at critical stages of construction.* Meet with the City and contractor weekly to review the contractor’s progress. Prepare weekly meeting agenda and minutes. Assist the City with project closeout services, including the production of a punch list and review of punch list completion. Prepare a recommendation letter for project acceptance.
- 9.5 Prepare Record Drawings: Provide record drawings representative of the as-constructed project. Record drawings will be completed based upon contractor and City inspector redlined markups to as-bid drawings.

Assumptions:

- *Submittal review is assumed to be five (5) submittals with 25-percent resubmittal, including the project schedule and schedule updates.*
- *RH2 is not responsible for site safety, means and methods, or for directing the contractor in their work.*
- *The contractor will be responsible for providing construction survey and staking for field control and as-built surveying for use in preparing record drawings.*
- *Construction phase services defined in this Task are variable in nature and depend in part on the contractor that is awarded the project. RH2’s estimate is based upon an experienced and reasonable contractor being awarded the construction contract. RH2 recommends the City budget the amount shown in the Fee Estimate in addition to a contingency amount. This contingency could cover additional services if a more intensive level of observation and construction support is necessary.*

Provided by City:

- Contractor selection and construction management.
- Correspondence with contractor and RH2.
- Construction monitoring.
- Issuing required notifications to contractor.

RH2 Deliverables:

- Pre-construction conference administration and documentation, including pre-construction conference meeting agenda and minutes.
- Submittal review and documentation.
- RFI and change order review and documentation, if required.
- Construction meeting agendas and minutes.
- Construction observation and correspondence with the City and contractor, as needed, within the budgeted hours authorized.
- Construction observation reports from site visits.
- Punch list.
- Letter recommending project acceptance.
- Record drawings in PDF and AutoCAD DWG format, including external references, prepared in accordance with City standards.

Project Schedule

The schedule for this project will be determined after execution of the contract. RH2 is aware of the funding time constraints and will endeavor to work within these requirements. Project completion is anticipated to occur by 2027 or sooner. The order in which the separate projects will be completed will be at the discretion of the Cities.

EXHIBIT B

Fee Estimate

City of Ashland

Talent-Ashland-Phoenix (TAP) Water System Improvements

Aug-23

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Project Management/Administration Services	60	\$ 14,576	\$ -	\$ 419	\$ 14,995
Task 2 Kick-Off Meeting and Data Review	10	\$ 2,358	\$ -	\$ 79	\$ 2,437
Task 3 Topographic Survey	11	\$ 2,299	\$ 6,325	\$ 153	\$ 8,777
Task 4 Assess Existing Talent BPS/Shop	20	\$ 4,320	\$ -	\$ 938	\$ 5,258
Task 5 Identify Talent BPS Improvements	9	\$ 1,970	\$ -	\$ 187	\$ 2,157
Task 6 Ashland and Talent BPS Improvements	272	\$ 49,504	\$ -	\$ 4,207	\$ 53,711
Task 7 Phoenix Pipeline Design	394	\$ 71,892	\$ -	\$ 6,690	\$ 78,582
Task 8 Services During Bidding and Award	8	\$ 1,900	\$ -	\$ 95	\$ 1,995
Task 9 Services During Construction	144	\$ 25,878	\$ -	\$ 2,860	\$ 28,738
PROJECT TOTAL	928	\$ 174,697	\$ 6,325	\$ 15,628	\$ 196,650

EXHIBIT C
RH2 ENGINEERING, INC.
2023 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$162	\$/hr
Professional II	\$176	\$/hr
Professional III	\$198	\$/hr
Professional IV	\$216	\$/hr
Professional V	\$229	\$/hr
Professional VI	\$247	\$/hr
Professional VII	\$263	\$/hr
Professional VIII	\$275	\$/hr
Professional IX	\$275	\$/hr
Technician I	\$124	\$/hr
Technician II	\$137	\$/hr
Technician III	\$154	\$/hr
Technician IV	\$169	\$/hr
Technician V	\$183	\$/hr
Technician VI	\$201	\$/hr
Technician VII	\$218	\$/hr
Technician VIII	\$228	\$/hr
Administrative I	\$83	\$/hr
Administrative II	\$97	\$/hr
Administrative III	\$114	\$/hr
Administrative IV	\$137	\$/hr
Administrative V	\$160	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6550	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

EXHIBIT D

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest local standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- _____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

Consultant

Date

EXHIBIT E

CITY OF ASHLAND, OREGON

City of Ashland

LIVING

WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$18.12 per hour, effective June 30, 2023.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$25,335.05** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$25,335.05**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value

of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employee

CITY OF
ASHLAND

Exhibit F

ARPA/SLFRF Required Contract Clauses

Purpose: The purpose of this reference is to assist ARPA grant award recipients by summarizing required contract clauses consistent with the federal Uniform Guidance requirements that are applicable to the State and Local Fiscal Recovery Funds (SLFRF) program as part of the American Rescue Plan Act (ARPA).

As described in this document a “recipient” is a recipient of an APRA funded grant award from Business Oregon.

The SLFRF awards are generally subject to the requirements set forth in the [The Office of Management and Budget's \(OMB\) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) (commonly called "Uniform Guidance"). The “Uniform Guidance” is the set of federal rules (administrative requirements, cost principles, and audit guidelines) that apply to federal money. This includes requirements such as the treatment of eligible uses of funds, procurement, and reporting requirements. [Please see the SLFRF Compliance and Reporting Guidance page 12 for full Award terms and conditions.](#)

It is the recipient’s responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water and sewer infrastructure projects.

Contract Clause Checklist

Directions:

[Appendix II of 2 CFR 200 \(The Uniform Guidance\)](#) outlines the contract provisions that you must place in contracts with your contractors, and in contracts with subrecipients (if any). The checklist below contains these standard clauses for inclusion in contracts needed to utilize ARPA funds.

Clauses for All Contracts:

Creating a contract that complies with ARPA requirements must include the below sections as verbatim:

Contractor must be registered in SAM.gov. - The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

Whistleblower - Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

Inspections; Information - Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:

- Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- 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.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Equal Opportunity - Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Copeland "Anti-Kickback" Act - Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Prohibition on purchasing telecommunications or surveillance equipment, services, or systems. As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

Preference to United States made goods. - As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Additional Clauses for Contracts Over \$10,000:

Creating a contract over \$10,000 that complies with ARPA requirements must include the additional below sections as verbatim:

Procurement of recovered materials over \$10,000. - The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Termination for cause and for convenience - Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.

The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

Additional Clauses for Contracts Over \$100,000:

Creating a contract over \$100,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Certification form located in Appendix I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Note: Only include for contracts that involve the employment of mechanics or laborers. The Contract Work Hours and Safety Standards Act requires all contractors—prime and sub—to pay laborers and mechanics performing on a federal service contract and federal and federally assisted construction contract over \$100,000, 1.5 times their basic rate of pay for all hours worked over 40 in a workweek. Employers are liable to employees for these unpaid wages. The failure of a contractor to comply with this Act may also result in liability under the False Claims Act. Employees who are due unpaid wages under the Contract Work Hours and Safety Standards Act may file a complaint with the Wage and Hour Division within the U.S. Department of Labor. The DOL may then enforce the provisions of the Act against violators.

Additional Clauses for Contracts Over \$150,000:

Creating a contract over \$150,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Additional Clauses for Contracts Over \$250,000 (the simplified acquisition threshold as of 2022):

Creating a contract over \$250,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Upon any breach of this Agreement by Contractor, the Contract Owner shall have all remedies available to it both in equity and/or at law.

Appendix I

Certification Regarding Lobbying

(Awards to Contractors and Subcontractors in Excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____

Title: _____

Date: _____

