

RESOLUTION NO. 2026-04

**A RESOLUTION OF THE RAINBOW WATER DISTRICT
AWARDING A PROFESSIONAL SERVICES CONTRACT FOR THE DESIGN OF
CHASE PRODUCTION WELL NO. 6 TO RH2 ENGINEERING, INC**

WHEREAS, Rainbow Water District is a domestic water supply district under Oregon Revised Statutes Chapter 264 which provides that “the power and authority given to districts is vested in and shall be exercised by a board of five commissioners, each of whom shall be an elector of the district”, and the Rainbow Water District Board of Commissioners also serves as the Local Contract Review Board, and

WHEREAS, the District desires engineering consultant assistance to design the piping, site improvements and mechanical and electrical systems for new Chase Production Well No. 6, and

WHEREAS, RH2 was the design engineer for Chase Well No. 5 and the Chase Wellfield Water Treatment Plant and has extensive knowledge to provide District timely and efficient guidance on how to incorporate a new well into the existing Chase Wellfield facilities, and

WHEREAS, RH2 Engineering Inc. has proposed services with a fee estimate of \$98,901 which includes \$10,000 as Management Reserve to provide contingency funds for unforeseen tasks, attached as Exhibit A, and funds are available in the FY 2025-26 Capital Reserve Fund Capital Outlay budget to begin work immediately with additional Capital Outlay funds to be budgeted for continuation in FY 2026-27, and

WHEREAS, the Oregon Administrative Rules (OAR) provide procedures for selecting consultants for engineering and related services, and OAR 137-048-0200(1)(b) allows direct selection of a consultant if the estimated fee is less than \$100,000, and

THEREFORE, be it resolved that the Board of Commissioners and Local Contract Review Board of Rainbow Water District awards the contract for Chase Production Well No. 6 (site improvements, piping, and mechanical and electrical systems) to RH2 Engineering, Inc., and authorizes expenditures up to a total of \$99,999.

ADOPTED by a vote of ____ Yes votes and ____ No votes, this 8th day of April, 2026.

Marla Casley, President
Board of Commissioners

Marla Casley, President
Local Contract Review Board

ATTEST:

ATTEST:

James Burrington, Secretary-Treasurer
Board of Commissioners

James Burrington, Secretary-Treasurer
Local Contract Review Board

PROFESSIONAL SERVICES AGREEMENT

RH2 Project Number: _____

THIS AGREEMENT, intended only for the benefit of the parties hereto, made and entered into on this _____ day of _____, 20____, by and between the **Rainbow Water District**, A MUNICIPAL CORPORATION hereinafter called the "CLIENT," and the consulting firm RH2 Engineering, Inc., whose address is, 22722 29th Drive SE, Suite 210, Bothell, Washington 98021, at which records will be available for inspection, hereinafter called the "CONSULTANT."

PROJECT NAME: Chase Production Well No. 6

WHEREAS, the Client deems it advisable to engage the professional services and assistance of a qualified professional consulting firm to perform the necessary engineering services for the project.

WHEREAS, the Consultant operates in compliance with the statutes of the State of Oregon for registration of professional engineers, has a current valid corporate certificate from the State of Oregon or has a valid assumed name filing with the Secretary of State, and that personnel to be assigned to the work required under this Agreement are qualified to perform the work to which they will be assigned, and that sufficient qualified personnel are on staff or readily available to the Consultant to staff this Agreement.

WHEREAS, the Consultant will perform the work set forth in the Agreement upon the terms and conditions set forth below and in the following Exhibits, attached hereto and incorporated into this Agreement:

- Exhibit A: Scope of Work**
- Exhibit B: Fee Estimate**
- Exhibit C: Schedule of Rates and Charges**
- Exhibit D: Contract Clauses for Projects Funded by BIL-Emerging Contaminants Funding**

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

SCOPE OF WORK

The Consultant shall perform the services described in this Agreement. The Consultant is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the Client or others in relation to the work contemplated by this Agreement.

STANDARD OF CARE

The Consultant shall perform its services in alignment with the degree of skill and diligence maintained by other practicing professional engineers providing similar services under similar circumstances and in a similar time and locale, for the work furnished under this Agreement. The Consultant makes no other warranty, expressed or implied.

DESIGN CRITERIA

In collaboration with the Consultant, the Client will designate the basic premises and criteria for the work needed. Reports and plans developed under this Agreement, to the extent feasible and reasonable, shall be developed in accordance with the latest edition and amendments of applicable local and State regulations, guidelines, and specifications. Data, materials, and information generated or produced by the Client will be provided to the Consultant in a reliable and usable format.

OWNERSHIP OF PRODUCTS AND DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The deliverables described in this Agreement shall be the property of the Client, provided that full payment has been made to the Consultant per the terms of this Agreement. The Consultant shall retain ownership of the source files and information developed by the Consultant in preparing the deliverables. The Consultant shall provide the Client with electronic copies of the project documents, in accordance with this Agreement, in any of the following formats: Adobe Portable Document Format (PDF), AutoCAD® Drawing Web Format (DWF) or JPEG (JPG). Any unauthorized reuse of deliverables that is beyond the scope of this Agreement, including use by any third party, is prohibited and shall be without liability to the Consultant.

The Client acknowledges the Consultant's plans and specifications are instruments of professional service. The Client agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs arising out of any unauthorized reuse of such plans and specifications in a manner other than as intended by this Agreement.

Methodology, materials, software, logic, and systems developed under or preexisting to this Agreement are the property of the Consultant, and may be used as the Consultant sees fit, including the right to revise or publish the same without limitation.

TIME OF BEGINNING AND COMPLETION

The services provided under this Agreement will be performed according to the Project Schedule. The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the Client. If, after receiving Notice to Proceed, the Consultant is delayed in the performance of its services by factors that are beyond its control, the Consultant shall notify the Client of the delay and shall prepare a revised estimate of the time and cost needed to complete the Project and submit the revision to the Client for approval, which shall not be unreasonably withheld. Time schedules are subject to mutual agreement for any revision unless specifically described as otherwise herein.

PAYMENT

The Consultant shall be paid by the Client for services rendered under this Agreement as provided hereinafter and as specified in **Exhibit B** and **Exhibit C**, subject to annual escalation. Such payment shall be full compensation for services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to perform the services. All billings will list actual time (days and/or hours) and dates during which the work was performed. Payment shall not exceed \$98,806 without a written amendment to this contract, agreed to and signed by both parties.

Payment for extra work performed under this Agreement shall be paid as agreed to by the parties in writing at the time the extra work is authorized. (See "EXTRA WORK").

Finance charges, computed by a "Periodic Rate" of 1% per month, which is an annual percentage rate of 12% (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due amounts unless otherwise provided by law or by contract. Invoices not paid within thirty (30) days will be considered past-due.

The Consultant shall keep available for inspection by the Client, for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period starts when the Consultant receives final payment.

CHANGES IN WORK

When required by the Client, the Consultant shall make revisions and changes in the completed work of this Agreement as are necessary to correct Consultant's errors not caused by deficiencies in Client-provided information, without additional compensation.

Should the Client find it desirable for its own purposes to have previously completed work or parts thereof revised, the Consultant shall make revisions, if requested and as directed by the Client in writing. This work shall be considered as "Extra Work" and will be paid for as provided in the Section "Extra Work."

The Consultant shall make minor changes, amendments, or revisions in the detail of the work as may be required by the Client and are consistent with the intent of the Scope of Work in this Agreement and do not require an adjustment of the fee or schedule. If the Consultant believes that the proposed minor change will affect the fee or schedule, the Consultant shall notify the Client and any dispute shall be mutually resolved by the parties before the work is undertaken. A minor change is not considered an "Extra Work" item as provided in the Section "Extra Work".

EXTRA WORK

The Client may desire to have the Consultant perform work or render services in connection with the Agreement in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered as Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the Client. Any dispute as to whether work is Extra Work or work already covered under this Agreement shall be mutually resolved by the parties before the work is undertaken.

EMPLOYMENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that the Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Client, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged in the work or services provided or to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of the Client except regularly retired employees, without written consent of the Client.

NONDISCRIMINATION

The Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, gender, marital status, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard to, but not limited to the following:

employment; promotions; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Consultant understands and agrees that if it violates this Non-Discrimination provision, this Agreement may be terminated by the Client and further that the Consultant shall be barred from performing any services for the Client now or in the future, unless a showing is made satisfactory to the Client that discriminatory practices have terminated and that recurrence of such action is unlikely.

TERMINATION OF AGREEMENT

The parties reserve the right to terminate this Agreement at any time upon not less than ten (10) days written notice to the other party, subject to the Client's obligation to pay Consultant in accordance with the subparagraphs below.

- A. In the event this Agreement is terminated by the Client other than for default on the part of the Consultant, a final payment shall be made to the Consultant for actual cost for the work completed at the time of the termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized extra work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate unless otherwise agreed. If the accumulated payment made to the Consultant prior to the Notice of Termination exceeds the total amount that would be due as set forth herein above, including any and all extra work, then no final payment shall be due and the Consultant shall immediately reimburse the Client for any excess paid.
- B. In the event the services of the Consultant are terminated by the Client for actual fault on the part of the Consultant, the previously stated method to determine final payment shall not apply. In such an event the amount to be paid shall be determined by the parties with reasonable consideration given to: the actual costs incurred by the Consultant in performing the work to the date of termination; the amount of work originally required which was completed by the Consultant in accordance with the standard of care stated herein prior to the date of termination; the cost to the Client of employing another firm to complete the remaining work required and the time which may be required to do so; and other factors which affect the value of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the formula set forth in subsection A had been applied.
- C. The Consultant reserves the right to suspend performance of the work in the event of nonpayment by Client for invoices furnished in accordance with the Payment provisions as listed herein. In the event that Consultant suspends performance of the work, the Consultant and the Client shall make a good faith effort to resolve the matter of nonpayment. Consultant shall resume work once such resolution is reached and payment is received in full.
- D. In the event this Agreement is terminated prior to completion of the work, the Consultant shall retain ownership of the source files for all plans, reports, and documents prepared by the Consultant prior to termination. The Client shall be provided with tangible and electronic copies of the documents in accordance with the "Ownership of Products and Documents to be Furnished by the Consultant" section of the Agreement herein.

DISPUTES

The parties shall make a good faith effort to resolve disputes concerning questions of facts in connection with work prior to initiating legal action in the form of nonbinding mediation. In the event that either party

institutes legal action or proceedings to enforce any of its rights in this Agreement, both parties agree that any such action shall be brought in the courts of the State of Oregon, situated in Clackamas County.

LEGAL RELATIONS

The Consultant shall comply with all federal, state and local laws and ordinances directly applicable to the services to be performed under this Agreement. This contract shall be interpreted and construed in accordance with the laws of Oregon. As applicable, work performed in the State of Oregon will comply with ORS 279C.505, 279C.520, and 279C.530, which are herein incorporated by reference.

The Consultant agrees to indemnify and hold harmless the Client, its officers and employees from claims, demands, or suits at law or equity directly resulting from Consultant's negligent acts, errors or omissions under this Agreement, provided that nothing herein shall require the Consultant to indemnify the Client against and hold harmless the Client from claims, demands, or suits resulting from the conduct of the Client, its officers, agents, or employees. Provided further, if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant, its agents, or employees, and (b) the Client, its agents, officers, or employees, this provision with respect to claims or suits based upon such concurrent negligence shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents or employees except as limited below.

The Consultant shall maintain general liability, property damage, auto liability, and professional liability coverage in the amount of \$1.0 million, with a General Aggregate in the amount of \$2.0 million, unless waived or reduced by the Client. If requested, the Consultant shall submit to the Client a completed Standard ACORD Certification Form as proof of insurance. If requested, the Client will be named as an additional insured for Consultant's applicable insurance policies.

All coverages provided by the Consultant shall be in a form and underwritten by a company acceptable to the Client. Consultant's carriers will have a minimum A.M. Best rating of A VII. The Consultant shall keep all required coverages in full force and effect during the life of this Agreement, and a minimum of thirty (30) days' notice shall be given to the Client prior to the cancellation of any policy.

The Consultant's relation to the Client shall be at all times as an independent contractor. Any liability incurred by the Consultant as a result of this Agreement is limited to the fee amount as stipulated within the Payment terms herein.

SUBLETTING OR ASSIGNING OF CONTRACTS

The Consultant shall not sublet or assign any of the work covered by this Agreement without the expressed written consent of the Client, which shall not be unreasonably withheld; provided, however, that the Consultant may subcontract with its subsidiary Control Systems NW, LLC ("CSNW") or use CSNW staff to support Consultant's services under this Agreement unless otherwise prohibited by the Client.

COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. Any supplements to this Agreement will be mutually agreed upon in writing and will become part of this Agreement. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representations, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment or "Extra Work" authorization to this Agreement.

The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

EXECUTION AND ACCEPTANCE

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The parties do hereby accept the Agreement and agree to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.

RH2 Engineering, Inc.

22722 29th Drive SE, Suite 210, Bothell, WA 98021

Rainbow Water District

1550 N 42nd Street, Springfield, OR 97477

SIGNATURE *DATE*

SIGNATURE *DATE*

PRINT NAME & TITLE

PRINT NAME & TITLE

EXHIBIT A

Scope of Work

Rainbow Water District

Chase Production Well No. 6

April 2026

Background

Rainbow Water District (District) owns and operates five groundwater wells located near the McKenzie River and within an area commonly referred to as the Chase Wellfield. In the last 10 years, the District has completed multiple projects on this site after Well No. 2 met the criteria for a Groundwater Under the Direct Influence of Surface Water (GWUDI) determination by the Oregon Health Authority (OHA), including the construction of a filtration treatment facility and the construction of the new production Well No. 5.

Recently, after an initial detection of per- and polyfluoroalkyl substances (PFAS) at Wells Nos. 1 through 4, the District requested that Shannon & Wilson, Inc., (SW) prepare an investigation report to determine the extent of PFAS within the Chase Wellfield. It was determined that PFAS was not detected in deep groundwater samples further from the river than Wells Nos. 1 through 4 and closer to Well No. 5. Rather than invest in additional treatment at this time, the District has decided to drill a new well within the area at a depth where PFAS has not been detected. Professional services related to the siting, drilling, and development of this new well are expected to be performed by SW via direct contract with the District.

The District has requested that RH2 Engineering, Inc., (RH2) provide engineering services for the equipping and construction of the new production well, herein referred to as Chase Production Well No. 6 or Well No. 6. Since drilling and testing of the new well may occur simultaneously with the design of the well equipment, it is anticipated that RH2 will work closely with both District and SW staff throughout the project.

Project Understanding and Assumptions

The following outlines RH2's understanding of the overall project goals and requirements. Assumptions used in preparing this Scope of Work are also identified as appropriate.

- *It is assumed that the well will be installed with a 16-inch casing and completed with a well screen to a depth of approximately 250 feet below ground surface. The target pumping capacity for Well No. 6 is in the range of 1,000 gallons per minute (gpm); however, the actual capacity may more closely match Well No. 5, with a capacity of 400 gpm. Actual well screen depth, pumping rates, and water levels will be determined through testing by SW and will be provided to RH2 during design.*
- *It is assumed that Well No. 6 will be completed within the same aquifer as the existing Well No. 5 and that the source water quality will not require treatment. The final discharge location for Well No. 6 is not determined at this time and will be coordinated with the District as part*

of this project. It is assumed that design will include approximately 1,000 linear feet of 8-inch ductile iron water main to connect to the District's system within the wellfield.

- *Based on Lane County (County) and Federal Emergency Management Agency (FEMA) mapping, it appears that the Well No. 6 site is located within the McKenzie River floodplain but outside of the floodway. Construction within the floodplain will require County Floodplain Verification and Floodplain Development permitting. It is assumed that only minimal proposed site grading will be required as part of this project and that an application for a Floodplain Fill/Removal Permit should not be required.*
- *The type of vertical turbine well pump (i.e., submersible or line-shaft driven) will be determined during design. The pump discharge head and discharge piping will be located above the FEMA Flood Insurance Rate Mapping Base Flood Elevation. It is assumed that the well equipment will be installed outdoors and that the pump will be equipped with an across the line starter.*
- *RH2 is entitled to rely upon the accuracy and completeness of any data, information, or materials provided by the District, SW, or others in relation to this Scope of Work. Information is assumed to be provided by or with written authorization from the owner of the information.*
- *RH2 will make use of the existing site survey previously prepared for Chase Well No. 5 and the Chase Water Treatment Plant. Additional survey (if required) will be provided by the District.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*

Project Approach and Tasks

The design and permitting of the well improvements will occur simultaneously with the drilling and testing of the new well. RH2 proposes to prepare the design and assist with permitting utilizing a 30-70-100-percent design approach, described as follows. Additional tasks may be added through an amendment as the project progresses and further needs are identified.

- **30-Percent Design** – Identify options for well pump equipment suitable for the intended application and capable of meeting the delivery schedule. Coordinate with the District to perform preliminary pump selection based on the targeted well pumping capacity. Prepare 30-percent preliminary design drawings to show the general arrangement of the proposed well facility (based on an assumed capacity of 400 gpm to 1,000 gpm) and conceptual site grading and utilities. Provide preliminary design information and coordinate with the County, OHA, and Oregon Water Resources Department (OWRD) regarding an expedited review process and the need to obtain preliminary approvals. Submit a Floodplain Verification application to the County.
- **70-Percent Design** – Finalize pump selection based on the recommendations provided by the District and SW resulting from well testing. Prepare 70-percent preliminary design drawings and limited technical specifications suitable for inclusion in the OHA Plan Review and County Floodplain Development permits. Coordinate with the District's integrator, Olsson Industrial

Electric, Inc., (Olsson) regarding control system and supervisory control and data acquisition (SCADA) system integration.

- Bid-Ready (100-percent) Design – Prepare bid-ready design drawings and specifications. Conduct internal quality assurance and quality control (QA/QC) reviews and respond to District and permitting agency comments and questions.

Task 1 – Project Management

Objective: Manage RH2's project team and maintain client communications, including phone calls and emails, in addition to progress meetings.

Approach:

- 1.1 Project Management – Perform project management and coordination, invoice review, budget progress reporting, and schedule management, and attend periodic progress meetings.

RH2 Deliverables:

- Monthly invoices and budget summary.
- Project schedule.

Task 2 – Well No. 6 Design

Objective: Select a well pump and develop mechanical, electrical, and telemetry design for Well No. 6. Prepare plans detailing the well construction and equipment specifications.

Approach:

- 2.1 Project Kick-Off and Data Collection – Coordinate with District personnel to discuss goals, schedule, project requirements, and project constraints, and obtain background information relevant to the design and permitting. Identify and document design criteria and client preferences. Develop a list of information needed to collect from the District, including available well logs, water rights, surveys, title reports, easements, and other information pertinent to the project. Review information received.
- 2.2 Site and Utility Design – Coordinate with District to obtain additional survey data (if needed) related to the siting of Well No. 6 and incorporate into the existing survey base map. Prepare up to two (2) plan sheets showing the existing and proposed site and utility improvements and grading. Site utility design will consist of well discharge main, and power and control signal utilities from the existing chlorination building to the new well casing. *It is assumed that all site utility work will be confined to the District's property. No easement/right-of-way work will be necessary.*
- 2.3 Mechanical Design – Perform hydraulic calculations for well pump sizing and coordinate with the District regarding pump selection and operation. Prepare the mechanical design for the well pump, including piping layouts and minor mechanical equipment sizing. Coordinate with SW and prepare a well profile detailing the final proposed pump settings and hydraulic

- control valve scheme. Determine operating pressures and set pressure relief and air-vacuum valve assembly locations and surge control parameters. Prepare up to two (2) mechanical plans showing profile and major mechanical systems, including well equipping, discharge piping, flow meter and valves, and minor mechanical systems. *It is assumed that the mechanical equipment will be located outdoors and above grade on a concrete pad situated above the base flood elevation. In preparing the hydraulic calculations, RH2 will rely on historical information provided by the District regarding the operation of the existing Chase wells; no hydraulic modeling will be performed.*
- 2.4 Electrical Design – Calculate the electrical power supply requirements for Well No. 6. Develop an electrical one-line diagram identifying the electrical equipment and interconnections between the equipment. Create a schematic power distribution, signal, and grounding plan for the well and well controls.
- 2.5 Telemetry and Control Design – Coordinate with Olsson to discuss control and telemetry requirements, and develop a schematic telemetry plan to communicate the basic integration and control requirements. *It is assumed that Olsson will be responsible for preparing telemetry plans showing the telemetry system power and communications requirements, control panel layouts, discrete and analog inputs and outputs for the control system, and communications with the existing control equipment at the site.* Review telemetry plans prepared by Olsson per the project requirements to coordinate with the project plan set.
- 2.6 Technical Specifications – Prepare technical specifications and bid item descriptions. A draft of the technical specifications will be submitted with the 30- and 70-percent design. The technical specifications will reflect the design items included at each design stage of the project. *It is assumed that the technical specifications will be based on RH2's master specifications in Construction Specifications Institute format.*
- 2.7 Non-Technical Specifications – Prepare the front-end (non-technical specifications) bid and construction contract documents based on the Engineers Joint Contract Documents Committee construction contract documents and modified per Business Oregon (Safe Drinking Water Revolving Loan Fund) and District requirements. A draft of the non-technical specifications will be submitted with the 70-percent design.
- 2.8 Engineer's Opinion of Probable Construction Cost (OPCC) – Prepare an OPCC based on the 30-percent, 70-percent, and bid-ready design.
- 2.9 District Review – Submit design documents to the District for review and respond to questions. *It is assumed that RH2 will provide design review submittals at the 30- and 70-percent design stages. The District will provide written comments and markups to RH2.*
- 2.10 Quality Control Review – Perform an in-house QA/QC review of the design documents. *The review will be performed by an independent senior-level professional engineer familiar with the nature of the work.*

- 2.11 Finalize Documents – Incorporate District and QA/QC review comments into the design and prepare bid-ready construction documents, plans, and technical specifications. Provide one (1) set of final documents for use and distribution by the District.

Provided by the District:

- Participation in defining and directing project goals, requirements, and design criteria, including timely updates regarding well drilling and testing activities that could impact design and permitting.
- Well drilling and testing report.
- Locate and mark underground utilities within the project area and provide supplemental survey.
- Review, comments, and markups on plans and specifications at 30- and 70-percent design stages.

RH2 Deliverables:

- 30- and 70-percent design plans, technical specifications, and OPCC.
- Bid-ready design plans, technical specifications, non-technical specifications, and OPCC suitable for construction.

Task 3 – Permitting Assistance

Objective: Assist the District in submitting permits to address environmental, site, and OHA requirements. The following information represents the current understanding regarding the type and level of effort that will be required to permit this project for construction. The following permitting requirements are expected:

- County Land Use Compatibility Statement (LUCS).
- County Floodplain Verification.
- County Floodplain Development.
- OHA Plan Review.

Approach:

- 3.1 County Permitting and Coordination – Assist the District in preparing an application and coordinating with the County to obtain Floodplain Verification and LUCS necessary for preliminary design. Assist the District in preparing an application and coordinating with the County to obtain a Floodplain Development permit based on 30-percent design.
- 3.2 OHA Plan Review Permitting and Coordination – Assist the District in preparing an application for and coordinating with OHA for Plan Review. Assist the District with preparing an OHA Plan Review submittal package and respond to one (1) round of review comments from OHA.

Assumptions:

- *RH2 will prepare and the District will submit the applications for County-issued permits.*
- *Impacts to floodways and critical areas will be avoided. Therefore, this Scope of Work does not include the development of mitigation plans. If mitigation measures are determined to be necessary, that extra work will be mutually agreed upon in an amendment to this Scope of Work.*
- *The District has an existing wellhead protection plan for the Chase Wellfield and limited information will be needed to update it for the OHA application. It is assumed that no additional restrictive covenants will be required.*
- *The District will pay all permit fees directly.*
- *One (1) round of review comments is assumed for the OHA Plan Review.*

Provided by the District:

- Participation and assistance in obtaining OHA and County permitting and project approvals.
- Approval of well and water rights application by OWRD.
- Submission of County permitting documents.
- Application and submission of OHA Plan Review documents.
- Payment of all permit fees.

RH2 Deliverables:

- Coordination with the District, County, OHA, and OWRD during permitting.
- Application(s) for County permitting documents.

Task 4 – Services During Bidding

Objective: Provide bidding phase administration services to support the District during well equipping.

Approach:

- 4.1 On-Call Services During Bidding – Provide on-call services during the bidding process, including assistance with preparing the advertisement, responding to bidding questions, preparing addenda, reviewing contractor bids, and providing recommendation for award.

Assumptions:

- *The District will assist in administering the bidding process. The services described herein will be performed as requested to the level of effort identified in the attached Fee Estimate.*
- *The well drilling will be bid and the final well testing performed before the well equipping.*
- *The District will be responsible for construction contract execution.*

- *SW or the District will administer and manage the bidding process for the well drilling portion of the work.*

RH2 Deliverables:

- Bid advertisement assistance.
- Assistance in preparing addenda and responding to bidder questions, as required.
- Review of bids and letter of recommendation of award, as requested.

Task 5 – Services During Construction

Objective: Provide professional services to the District during construction of the well equipping.

Approach:

- 5.1 Construction Contract Documents – Incorporate addenda changes made to the plans and specifications during the bidding process, and issue conformed for construction documents.
- 5.2 Attend Pre-Construction Conference – Prepare for and attend the pre-construction conference, including preparation and distribution of meeting invitations and agenda. Review roles of the engineer, District, contractor, and other agencies involved in the project. Discuss general construction contract provisions and review project observation and reporting responsibilities of the engineer and District. Assist with coordinating between funding agency, contractor, and third-party labor consultant for items such as certified payroll, posters, and prevailing wage rates to the contractor and subcontractor. Prepare meeting minutes and maintain a record in the project file. *It is assumed that the District will contract with a third-party labor standards consultant who will attend and describe labor standards requirements, prevailing wage rates, apprentices and trainees, fringe benefits, weekly payroll, and on-site employee interviews. It is expected that the pre-construction conference will be held virtually via Teams or Zoom.*
- 5.3 Construction Contract Administration Support Services – Assist District staff throughout the construction phase by providing ongoing coordination and construction contract administration support services. *This subtask assumes that RH2 will provide up to four (4) hours per week of construction contract administrative support services based on a twelve (12) week construction schedule. Services will include regular communications and coordination between RH2 and District/contractor staff during construction, identifying upcoming technical issues/needs, as well as the scheduling, coordination, and administration of RH2 staff and resources. It is assumed that the District will be primarily responsible for construction contract administration and processing of contractor pay requests.*
- 5.4 Technical Submittals – Review submittals and shop drawings for conformance with the project technical specifications. Coordinate submittal review with the District as required and prepare compiled set of review comments for the contractor. Coordinate with the District regarding requests for substitute and “or-equal” items proposed for use by the contractor. *This subtask assumes that approximately fifteen (15) submittals will be reviewed.*

- 5.5 Requests for Information (RFIs) and Change Orders – Review contractor RFIs and change order proposals. Coordinate review and approval with the District and provide responses to the contractor. Prepare change order forms and documentation for District approval. *This subtask assumes that approximately five (5) RFIs will be submitted, of which approximately one (1) may result in a request for change order.*
- 5.6 Construction Progress Meetings – Attend construction meetings virtually and respond to engineering field questions. *It is assumed that progress meetings will occur every other week for a total of six (6) half-hour progress meetings.*
- 5.7 Startup, Testing, and Project Closeout – Review contractor’s testing and startup plan, and assist the District in reviewing testing results and startup of the well. Coordinate with the contractor and the District throughout the scheduling and performance of testing and startup activities. *It is assumed that testing and startup will be conducted over a period of one (1) day.* Assist the District with project closeout and final walk through with the contractor to confirm that the project was completed in accordance with the plans and specifications and meet Oregon Administrative Rules (OAR) 333-0651-0050. Prepare a letter recommending project acceptance following completion of construction and submit to the District and Oregon Health Authority, Drinking Water Services.
- 5.8 Record Drawings – Prepare record drawings based upon contractor and inspector markups to as-bid drawings.

Assumptions:

- *Well equipping construction duration will be 3 months.*
- *The District will take the lead in performing periodic on-site inspection with support from RH2 to manage and oversee remotely.*
- *SW or the District will be providing services during construction for the welling drilling portion of this project.*
- *Processing of contractor pay requests after RH2 reviews them for recommendation.*

Provided by the District:

- Day to day on-site construction inspection.
- Retain and coordinate directly with testing firm(s) for all special inspections including, but not limited to, compaction and concrete testing.
- Project closeout.

RH2 Deliverables:

- Conformed for construction drawings and specifications.
- Pre-construction meeting invitation, agenda, and minutes.
- Submittal and shop drawings review and documentation.

- RFIs and change orders review and documentation.
- Attendance at virtual construction meetings.
- Letter recommending project acceptance.
- Record drawings.

Task 6 – Additional Services as Authorized (Management Reserve)

Objective: Provide additional professional services beyond those identified in this Scope of Work as requested by the District.

- 6.1 Management Reserve – Provide additional engineering services for the project as requested and approved by the District. The District shall provide written authorization to proceed with the additional service tasks.

Project Fee Estimate

The Fee Estimate for professional services is included as **Exhibit B** and was prepared based on the **Project Understanding and Assumptions** and proposed **Project Approach and Tasks**. RH2 and the District acknowledge that possible unforeseen circumstances may arise during design that require adjustments or modification to this Scope of Work. To the extent possible, RH2's Project Manager will notify the District of scope change and discuss modifications to the project schedule prior to commencing the work.

Project Schedule

RH2 is prepared to commence with the work upon written authorization from the District. This Scope of Work assumes that the well equipping construction will start in April 2027 and project completion will be in August 2027.

EXHIBIT B

Fee Estimate
Rainbow Water District
Chase Production Well No. 6
Apr-26

Description	Total Hours	Total Labor	Total Expense	Total Cost
Task 1 Project Management	21	\$ 4,734	\$ 118	\$ 4,852
Task 2 Well No. 6 Design	210	\$ 47,723	\$ 2,156	\$ 49,879
Task 3 Permitting Assistance	27	\$ 5,824	\$ 146	\$ 5,970
Task 4 Services During Bidding	12	\$ 3,058	\$ 76	\$ 3,134
Task 5 Services During Construction	109	\$ 23,097	\$ 1,970	\$ 25,067
Task 6 Additional Services as Authorized (Management Reserve)	40	\$ 9,080	\$ 920	\$ 10,000
PROJECT TOTAL	419	\$ 93,516	\$ 5,385	\$ 98,901

EXHIBIT C		
RH2 ENGINEERING, INC.		
2026 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$181	\$/hr
Professional II	\$200	\$/hr
Professional III	\$223	\$/hr
Professional IV	\$244	\$/hr
Professional V	\$262	\$/hr
Professional VI	\$281	\$/hr
Professional VII	\$307	\$/hr
Professional VIII	\$334	\$/hr
Professional IX	\$338	\$/hr
Technician I	\$141	\$/hr
Technician II	\$154	\$/hr
Technician III	\$174	\$/hr
Technician IV	\$189	\$/hr
Technician V	\$207	\$/hr
Technician VI	\$228	\$/hr
Technician VII	\$248	\$/hr
Technician VIII	\$260	\$/hr
Administrative I	\$95	\$/hr
Administrative II	\$110	\$/hr
Administrative III	\$132	\$/hr
Administrative IV	\$154	\$/hr
Administrative V	\$178	\$/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
Night Work	10.00%	% of Direct Labor
Mileage	\$0.7250	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

Exhibit D

Contract Clauses for contracts with Professional Services Contractors (i.e. Consultants) for projects funded by BIL- Emerging Contaminants Funding

Contract Clause Language

Instructions: *The following language to be included verbatim in contracts according to any accompanying instructions.*

1. Source of Funds

Work under this contract is funded through Business Oregon and Oregon Health Authority by the federally funded Infrastructure Investment and Jobs Act (IIJA), aka Bipartisan Infrastructure Law (BIL).

2. Whistleblower (language to be included in all contracts and subcontracts)

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

3. Non Discrimination

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

4. Termination for Cause and for Convenience & Breach of Contract

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

5. Intellectual Property (language to be included in all contracts:)

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

6. Inspections; Information (language to be included in all contracts and subcontracts:)

“Contractor shall permit, and cause its subcontractors to allow *Rainbow Water District*, the State of Oregon, the federal government and any party designated by them to:

- (1) 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.
- (2) Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

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

7. Suspension and Debarment

“Contractor certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension”, and shall not contract or permit any subcontract at any level with any party similarly excluded or ineligible. A list of excluded parties is available in the System for Award Management (SAM) at www.sam.gov, under “search records”.”

8. American Iron Steel

“The Contractor acknowledges to and for the benefit of the Rainbow Water District (“Water System”) and the State of Oregon (the “State”) that subsequent construction activities funded under this agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”). The Contractor hereby represents and warrants to and for the benefit of the Water System and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, and (b) all engineering design, plans and specifications, and cost estimates shall facilitate compliance with the American Iron and Steel Requirement. While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.”

9. Build America Buy America Act (BABA)

“The Contractor acknowledges to and for the benefit of the Rainbow Water District (“Owner”) and the State of Oregon (the “State”) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies

with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or the State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, any damages owed to the State by the Owner). If the Contractor has no direct contractual privity with the State, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

10. Prohibition on the Use of Federal Funds for Lobbying (Certification Regarding Lobbying form follows, for any contracts in excess of \$100,000)

(form follows)

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
