

REQUEST FOR PROPOSALS FOR ENGINEERING SUPPORT SERVICES

The Klamath Project Drought Response Agency (“KPDRA”), Klamath Falls, Oregon, invites qualified firms or individuals to submit proposals to provide engineering services based on the scope of work contained in the 2021 Request for Proposals for Engineering Services. The intent is to select one firm to provide services. Sealed proposals in envelopes marked “**2021 KPDRA Engineering Services**” must be provided by United States mail to: Klamath Project KPDRA, PO Box 1944, Klamath Falls, OR 97601 or by delivery to Nathan J. Ratliff, Esq., Parks and Ratliff, PC., 620 Main Street, Klamath Falls, OR, 97601, and must be received no later than 2:00 pm, pdt, on May 11, 2021, to be considered.

Late proposals will be retained unopened. The complete Request for Proposals is on file with and may be obtained from Nathan Ratliff at the address above, by email request to info@klamathwaterbank.com or on the KPDRA website: www.klamathwaterbank.com. KPDRA programs, services and contracts are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, age, marital status, handicap, or political affiliation.

Klamath Project Drought Response Agency

PO Box 1944

Klamath Falls, OR 97601

2021 REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES

The Klamath Project Drought Response Agency (“KPDRA”), was formed by an Intergovernmental Cooperation and Joint Exercise of Powers Agreement (“Agreement”) in 2018 to do all things necessary or incident to the maximization of water supply for the members of the KPDRA and all irrigation water users in the Klamath Reclamation Project, including but not limited to, the design and implementation of conservation and management programs through the coordination, incentives, and compensation indicated in the Recitals of the Agreement to the extent permitted by the laws and regulations governing such operations. The Parties to the KPDRA intended that the KPDRA terminate on or before June 30, 2019. However, ongoing drought and other conditions make it likely that insufficient water will be available in some years from Upper Klamath Lake to provide full irrigation supplies to agricultural land in the Klamath Reclamation Project. Therefore, the Parties to the KPDRA have agreed to continue the KPDRA for an indefinite period. The KPDRA anticipates operating programs to provide financial assistance to water right users who are not able to irrigate agricultural crops due to lack of sufficient water supplies.

KPDRA invites written sealed proposals for engineering services to assist it in financial assistance programs as deemed necessary and appropriate by the Board of Directors of the KPDRA. The KPDRA desires to enter into a contract with an engineering firm to assist the KPDRA with the implementation and operation of drought relief assistance programs. The services to be provided will be negotiated with the selected engineering firm and may include, but are not limited to:

1. To consult with the KPDRA Board in the design of drought relief programs intended to provide direct financial assistance to landowners within the area of the Klamath Reclamation Project who are legally entitled to receive surface irrigation water from Upper Klamath Lake, the Klamath River, Gerber Reservoir, Clear Lake, and the Lost River but are not able to receive water due to drought and restrictions placed on the diversion of water by departments and agencies of the United States.
2. Assist with public and direct notification of the programs to such landowners at the direction of the KPDRA Board. Such assistance may include workshops to be held in the Project. Assist owners in completing and submitting applications to participate in the Programs. Assist in providing contracts to selected participants.
3. Post processing verification including, but not limited to, verifying that the subject parcels of land were legally entitled to receive surface water from said sources, and working with the irrigation and other service districts to verify that the subject parcels were not irrigated during the periods to be specified in the program policies provided by the KPDRA. This may include significant efforts to provide information for verification to a third-party accountant in conjunction with any required audits.

4. Monitoring of groundwater levels and verification of water produced by participating wells located in the Project to irrigated land in the Project; the receipt, review, and listing of groundwater production and energy costs incurred in producing the water, and computation of payments to be made to Program participants.

The total amount paid to Engineer for said services shall not exceed any amount allowed by Oregon law and authorized by KPDRA.

KPDRA anticipates entering into a contract with the selected firm for a period of three years, but the contract between the parties may be mutually extended for additional periods of time.

Sealed proposals in envelopes marked **“2021 KPDRA Engineering Services”** must be provided by United States mail to: Klamath Project KPDRA, PO Box 1944, Klamath Falls, OR 97601 or by delivery to Nathan J. Ratliff, Esq., Parks and Ratliff, PC., 620 Main Street, Klamath Falls, OR, 97601, and must be received no later than 2:00 pm, pdt., on May 11, 2021, to be considered.

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document. All costs of the proposal process are solely the responsibility of the proposer and the KPDRA is not responsible for any proposer expenses associated with this Request for Proposals.

The KPDRA may, for good cause, reject any or all proposals upon a finding it is in the public interest to do so and to rescind the award of any contract at any time before the execution of said contract by all parties with no liability to the KPDRA.

The Engineer will be selected on the basis of several factors, including, but not limited to: the depth of the proposer’s knowledge of the provision and use of irrigation water, including ground water in the Klamath Reclamation Project; prior assistance with the design and management of “water bank”, “demand reduction”, and “ground water” supplementation programs in the Klamath Reclamation Project; experience in the design, implementation, and management of other drought response programs; and the proposer’s general qualifications and references.

The sealed proposals will be opened in the Klamath Water Users Association conference room, 2312 South Sixth Street, Suite A, Klamath Falls, Oregon at 3:00 pm on Tuesday, May 11, 2021, by KPDRA board member Jerry Enman or another member of the committee appointed by KPDRA to review the proposals. The committee will thereafter review the proposals, rank them, and provide a report to the KPDRA Board of Directors on May 12, 2021, at 2:00 pm in the Klamath Water Users Association conference room, 2312 South Sixth Street, Suite A, Klamath Falls, Oregon, or the next regular meeting of the KPDRA Board of Directors. The Board of Directors of the KPDRA will then rank the proposals and appoint a board member to negotiate a contract. The KPDRA is open to negotiating the terms and conditions related to the scope of work and related fees and costs to include additional programs during 2021 and subsequent years. The KPDRA will proceed to negotiate a contract with the top-ranking firm. The highest-ranking proposer will be offered the contract, subject to negotiating cost and scope of work.

Proposers are directed to the protest procedures set forth Oregon Administrative Rules Chapter 137, Division 48.

PROPOSAL SUBMITTAL REQUIREMENTS/EVALUATION CRITERIA.

Instructions. An Original and five (5) copies of your Proposal should be submitted on 8½ by 11-inch paper. Proposals should include a response to each of the following categories and the signed certifications (Attachments A and B). Any proprietary information or attachments should be clearly marked and easily separable from the proposal.

Firm Description. Provide a description of your firm’s history, the type of work you have done, and your capabilities. Provide the firm’s ownership status and employment practices regarding women, minorities and emerging small businesses or historically underutilized businesses. If this is a joint venture, provide the information for each of the engineering firms involved. List the sub-consulting firms that will be part of your team, including engineers and cost-estimators. (20 points)

Experience on similar projects. Please describe your previous experience on similar projects including, but not limited to, experience and past performance history and record in providing similar engineering services or related services, including but not limited to quality of work, ability to meet schedules, cost control methods and contract administration practices. (50 points)

Approach to Schedule. Pricing policies and pricing proposals, or other pricing information. (20 points)

References. Please provide us with the names and phone numbers of at least three references that are knowledgeable about your work product and process. (10 Points)

Attachment A

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, woman or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer/proposer, the bidder/proposer/proposer hereby certifies to Klamath Drought Response Agency that this bidder/proposer/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

ATTACHMENT B

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

[as required by OAR 125-020-0410(1)(a)]

In order to comply with the provisions of ORS 670.600, an individual or business entity performing labor or services for remuneration shall be considered to perform the labor or services as an “Independent contractor” if the following standards are met:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing the labor or services is responsible for obtaining all assumed business registrations or professional occupational licenses required by state law or local government ordinance for the individual or business to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for the performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

I hereby certify that the contracted work or intended contracted work meets these standards.

Contract Administrator

Date

**(CONTRACTOR/PROPOSED CONTRACTOR
IS TO COMPLETE THIS FORM)**

To establish status as an “independent contractor” as defined in ORS 670.600, certain standards must be met by the individual or business entity performing that work.

The undersigned certifies that he/she/the business entity meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, “Construction Contractors”, if the individual or business entity provides labor or services for which such registration is required; and,
2. Federal and state income tax returns in the name of the business or business Schedule C or farm Schedule F as part of the personal income tax return were filed for the previous year if

the individual or business entity performed labor or services as an independent contractor in the previous year; and,

3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist.

Contractor is to check four or more of the following:

- The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- Commercial advertising or business cards are customary in operating similar businesses, are purchased for the business, or the individual or business entity has a trade association membership;
- Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or service;
- Labor or services are performed only pursuant to written contracts.
- Labor or services are performed for two or more different persons within a period of one year; or,
- The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be performed.

Contractor Signature

Date

Printed Name

Federal Tax I.D. #

CONTRACT FOR ENGINEERING SERVICES

PARTIES: Klamath Project Drought Response Agency (“KPDRA”)
_____ (“Engineer”)

DATE: May _____, 2021

Services to be provided: Engineer shall provide, or cause to be provided, as an independent Contractor and not as an agent of KPDRA, Engineering services including, but not limited to, assisting the KPDRA with the design and implementation of ground water supplementation and drought relief compensation programs. The services to be provided will be negotiated with Engineer and may include, but are not limited to:

1. Providing guidance on the appropriate use of wells within the Klamath Reclamation Project to provide necessary water.
2. Assist with public and direct notification of the program to well owners. Such assistance may include one or more workshops to be held in the Project. Assist well owners in completing and submitting applications to participate in the Program. Assist in providing contracts to selected participants.
3. Monitoring of participating wells including, but not limited to:
 - a. Onsite inspection of the pump installation to verify that the pump meter is of appropriate size and has been installed according to specifications, such as meter appropriate for size of pipe, length of straight pipe and other.
 - b. Reading and recording pump and power meters.
 - c. Document any booster pump use relative to the power meter.
4. Post processing verification including, but not limited to, comparing the volume of water being paid for against the Oregon water right permit and to the quantity pumped and power usage from 2018 and 2015 for the same well, coordinate with KPDRA legal counsel and accountants, and participate in KPDRA Board meetings to provide updates.
5. Provide guidance in the design of a drought response program intended to provide direct financial assistance to landowners within the area of the Klamath Reclamation Project who are legally entitled to receive surface irrigation water from Upper Klamath Lake, the Klamath River, Clear Lake, Gerber Reservoir, or Lost River, but are not able to receive water due to restrictions placed on the diversion of water by the Departments and agencies of the United States.
6. Assist with public and direct notification of the program to such landowners. Such assistance may include one or more workshops to be held in the Project. Assist owners in completing and submitting applications to participate in the Program. Assist in providing contracts to selected participants.
7. Post processing verification including, but not limited to, verifying that the subject parcels of land were legally entitled to receive surface water from said sources, and working with the irrigation district or other service districts to verify that the subject parcels were not irrigated during the periods to be specified in the program policies provided by the KPDRA.

The services to be provided by Engineer shall be negotiated from time to time by and between the KPDRA and Engineer and shall be documented by a written Work Orders which shall be

addendums to this Contract. Each such Work Order shall include the scope of work to be provided, the timelines for the provision of the services, and the terms of compensation to be paid to the Engineer. The terms and conditions of this master Contract shall be incorporated in each such Work Order.

1. Term of Contract: Subject to the provisions of Section 18, "Termination," of this Contract this Contract shall be in effect for three years from the date of the Contract unless extended by agreement of the Parties.
2. Compensation:
 - 2.1. For services provided under this Contract, the Engineer shall be compensated on a time and materials basis using personnel rates and reimbursement amounts set forth in each Work Order.
 - 2.2. Engineer shall submit an itemized monthly invoice to the KPDRA at its address set forth below. Payment shall be process through the usual KPDRA accounts payable process.
3. Status: Engineer is hereby engaged as an independent contractor as defined in ORS 670.600 and will be so deemed for purposes of the following:
 - 3.1. Engineer shall be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
 - 3.2. Engineer hereby specifically waives any right that it may have or claim for indemnification from KPDRA for the Engineer, its heirs, successors or assigns pursuant to the Oregon Tort Claims Act, ORS 30,260, et seq.
 - 3.3. This Contract is not intended to entitle Engineer to any benefits generally granted to employees of a public agency. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to Engineer are overtime pay; vacation, holiday, and sick leave and other leaves with pay; tenure, medical and dental coverage; life and disability insurance; or Social Security, Worker's Compensation, unemployment compensation, or retirement benefits.
 - 3.4. Engineer must complete the Independent Contractor Certification unless Engineer is a Corporation.
 - 3.5. Engineer, and sub-contractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers Compensation Law

and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. Engineer hereby requires them to provide worker's compensation coverage for all their subject workers. Engineer hereby covenants that it will bind its sub-contractors to comply with this statutory provision. Engineer shall provide KPDRA proof of worker's compensation coverage prior to commencement of any work under this Contract.

4. **Quality of Service:** Engineer has represented, and by entering into this Contract now represents, that all personnel assigned to the work under this Contract are fully qualified to perform the work to which they will be assigned in a competent and professional manner, and if required to be licensed or registered by the State of Oregon, are so licensed or registered. Engineer shall perform the services herein described in accordance with its own methods, the terms of this Contract, and applicable laws and regulations and shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by the Engineer under this Contract. Engineer shall, without additional compensation, correct or revise any error or deficiencies in the work products or services. Neither KPDRA's review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Engineer shall be and remain liable to KPDRA in accordance with applicable laws for all damages to KPDRA caused by Engineer's negligent performance of any services furnished under the Contract.
5. **Contract Administrator:** The Board of Directors of the KPDRA shall administer this Contract on behalf of the KPDRA.
6. **Constraints:**
 - 6.1. Engineer agrees to defend, indemnify, and save KPDRA, and their agents, officers, and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Engineer or its agents or employees.
 - 6.2. KPDRA shall be entitled to audit the books and records of Engineer or any sub-contractor under this Contract or applicable subcontract to the extent that such books or records relate to the performance of this Contract. Such books or records shall be maintained by the Engineer for a period of not less than three years from the date of final payment under this Contract and by any sub-contractor for a period of not less than three years from the date of final payment under subcontract.

6.3. Neither party shall be held responsible for delay or failure in performance of this Contract when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, acts of God, unusually severe weather, labor strikes, or legal acts of public authorities, which cannot be reasonably forecast or provided against. Either party may terminate this Contract after reasonably determining that such delay or failure will prevent continued performance of the Contract and upon giving written notice to the other party of cause, its effect upon Contract performance, and effective date of Contract termination.

7. Compliance with Law:

7.1. Engineer and Engineer through its agents, officers and employees shall observe and comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Contract, including without limitation, the provisions of ORS 279B.220, 279B.235, 279B.230, ORS 279C.520(3) which requires non-exempt employees to be paid at least time and a half for all overtime worked in excess of 40 hours in one week, and 279B.270, which hereby are incorporated by reference. Without limiting the generality of the foregoing, the parties expressly agree to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Acts of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

7.2. The Engineer shall comply with all pertinent provisions of ORS Chapters 200, 279A, 279B, 279C, and 659 pertaining to nondiscrimination in hiring and subcontracting practices.

8. Insurance:

8.1. Engineer shall obtain and at all times during the duration of this Contract keep in effect comprehensive liability insurance and property damage insurance covering the contracted activities. Said insurance shall, at a minimum, provide for:

8.1.1. \$100,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence.

8.1.2. \$500,000 to any claimant as general and special damages for all other claims arising out of a single accident or occurrence, unless those damages

exceed \$500,000, in which case the claimant may recover additional special damages, but in no event shall the total award of special damages exceed \$500,000.

- 8.1.3. \$1,000,000 for any number of claims arising out of a single accident or occurrence.
- 8.2. Engineer shall provide compliant Certificates of Insurance to KPDRA prior to the commencement of any services by Engineer under this Contract. These Certificates shall contain provision that coverages afforded under the policies cannot be canceled and restrictive modifications cannot be made until at least thirty (30) days prior written notice has been given to KPDRA. A certificate which states merely that the carrier "*will endeavor to mail written notice*" is unacceptable.
- 8.3. Engineer shall include KPDRA, and its officers, agents and employees as named additional insured on policies issued for this Contract or shall furnish an additional insured endorsement naming the same as additional insured to Engineer's existing public liability and property damage insurance, for Engineer's activities pursuant to the performance of this Contract.
- 8.4. Engineer shall ensure that KPDRA is provided with a renewal certificate at least fifteen (15) days prior to the expiration date of the coverage in the event that the original certificate expires prior to the scheduled termination of the Contract.
- 8.5. Engineer shall obtain, at Engineer's expense, and keep in effect during the term of this contract, Professional Liability insurance covering any damages caused by an error, omission, or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. A certificate shall be provided to KPDRA.
9. Copyright: The Engineer shall irrevocably transfer, assign, set over and convey to KPDRA all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyright able works created pursuant to the Contract. The Engineer further agrees to execute such documents as KPDRA may request to affect such transfer or assignment. Further, the Engineer agrees that the rights granted to KPDRA by this paragraph/section are irrevocable. The Engineer's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph/section. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph/section.

10. **Report Standards:** Reports or written material prepared by the Engineer in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Contract Administrator, and shall be submitted in draft form for advance review and comment by the Contract Administrator. The cost of correcting grammatical errors, correcting reports data, or other revisions required to bring the report or written material into compliance with the contractual requirements shall be borne by the Engineer.
11. **Ownership of Documents:** All work the Engineer performs under this Contract shall be the property of the KPDRA. KPDRA shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Engineer produces in connection with this Contract.
12. **Assignment, Subcontracts:** Engineer shall not assign or subcontract this Contract, or any part thereof, without the written consent of KPDRA, and any attempted assignment or subcontract in violation hereof shall be void.
13. **Default, Remedies:** Time is of the essence of this Contract. Either party shall be deemed to be in default if such party fails to perform any of its obligations under this Contract. In the event of default, the party that is not in default shall have the right to and pursue whatever legal, or equitable, remedies are available. All remedies shall be cumulative.
14. **No Waiver:** No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by either party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
15. **Attorney Fees:** In the event suit or action is instituted to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney fees at trial and on appeal of such suit or action, in addition to all other sums provided by law.
16. **Amendment:**
 - 16.1. This Contract and amendments to this Contract shall be in writing and will not be effective until approved by the Klamath Project Drought Response Agency Board of Directors and the Engineer.

- 16.2. This Contract supersedes and cancels any prior contract between parties hereto for similar services.
17. Termination:
- 17.1. This Contract may be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the termination date.
- 17.2. KPDRA reserves the right to terminate this Contract upon ten (10) day notice should the Engineer fail to comply with the provisions of Section 9 "Insurance", of this Contract.
18. Severability: The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
19. Notices: Any notice required to be given pursuant to this Contract shall be in writing and may be given by personal delivery or by registered or certified mail, addressed to KPDRA or Engineer at the address set forth below, or to either party in any other manner prescribed by law:

KPDRA:

Klamath Project KPDRA
 PO Box 1944
 Klamath Falls, OR 97603

ENGINEER:

**KLAMATH DROUGHT
 RESPONSE AGENCY:**

_____ :

 President

 Signature

Title: _____

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

[as required by OAR 125-020-0410(1)(a)]

In order to comply with the provisions of ORS 670.600, an individual or business entity performing labor or services for remuneration shall be considered to perform the labor or services as an “Independent Contractor” if the following standards are met:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing the labor or services is responsible for obtaining all assumed business registrations or professional occupational licenses required by state law or local government ordinance for the individual or business to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for the performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

I hereby certify that the contracted work or intended contracted work meets these standards.

Contract Administrator

Date

(ENGINEER IS TO COMPLETE THE FOLLOWING)

To establish status as an “independent Contractor” as defined in ORS 670.600, certain standards must be met by the individual or business entity performing that work.

The undersigned certifies that he/she/the business entity meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, “Construction Contractors”, if the individual or business entity provides labor or services for which such registration is required; and,
2. Federal and state income tax returns in the name of the business or business Schedule C or farm Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent Contractor in the previous year; and,
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business

entity is considered to be engaged in an independently established business when four or more of the following circumstances exist.

Engineer is to check four or more of the following:

- The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- Commercial advertising or business cards are customary in operating similar businesses, are purchased for the business, or the individual or business entity has a trade association membership;
- Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or service;
- Labor or services are performed only pursuant to written contracts.
- Labor or services are performed for two or more different persons within a period of one year; or,
- The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be performed.

Engineer Signature

Date

Printed Name