



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is by and between Willamette Water Supply System Commission collectively referred to as ("Owner") and Hoffman Construction Co of OR ("Respondent"), with its principal place of business at 805 SW Broadway, Portland, OR. Each one of the above maybe individually referred to as a "Party" and collectively referred to as the "Parties."

Owner agrees and Respondent recognizes that there is a need to disclose certain confidential or proprietary information of Owner in connection with the following project: Willamette Water Supply Program ("WWSP") RES\_1.0-PLM\_5.3 Project (the "Project").

Owner and Information Recipient recognize the need to preserve the confidentiality of information relating to the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### 1. Confidential Information

Respondent hereby acknowledges that in performing this Agreement, it has been or may be exposed to confidential or proprietary information ("Confidential Information"), regardless of form (oral or written), disclosed by Owner to Respondent in connection with the Project, including, but not limited to water system infrastructure information, customer information, business plans, projections, policies, processes, procedures, designs, vendor information, marketing information, price lists, technology, research projects and results, designs, development agreements, and other information which may be commercial, financial, technological, or other in nature. Subject to the terms and limitations of this Agreement, all Confidential Information received by Respondent is acknowledged to be confidential, proprietary, and protected by Owner.

### 2. Respondent's Obligations

Respondent agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Respondent shall hold the same in confidence, shall not use the Confidential Information for other than for the purposes of its business with the Owner, and shall disclose it only to its officers, directors, employees, subcontractors, vendors, or suppliers who have a specific need to know. Respondent will not disclose, publish or otherwise reveal, including the use of any social media outlet (e.g., Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with WWSP, as well as any other form of electronic communication) any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner. Respondent shall have Respondent's subcontractors, vendors, or suppliers sign a similar Confidentiality Agreement protecting Owner's Confidential Information from disclosure.

Confidential Information furnished in tangible form shall not be duplicated by Respondent except for purposes of its business with the Owner. Upon conclusion of Respondent's business with the Owner, or upon notice by Owner to Respondent, all tangible Confidential Information shall be destroyed by Respondent or returned to Owner. If

Confidentiality Agreement  
RES\_1.0-PLM\_5.3

Confidential Information is provided to Respondent electronically, Respondent shall upon request of Owner, erase all Confidential Information in its possession that is in electronic format excluding such Confidential Information as Respondent retains automatically as part of a standard electronic backup procedure, provided that any such backup copy shall be subject to an indefinite confidentiality obligation under the terms and conditions set out herein.

In the event that Respondent is requested or required by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process to disclose any Confidential Information received pursuant to this Agreement, Respondent agrees that it will provide to Owner immediate notice of such request(s) or requirement(s) and will use reasonable efforts to resist disclosure, until an appropriate protective order may be sought or a waiver of compliance with the provisions of this Agreement is granted.

### **3. Term**

The obligations of Respondent shall be effective from the date the Owner discloses any Confidential Information to Respondent and survive termination of the Agreement. Respondent's obligation not to disclose shall not be affected by bankruptcy, assignment, attachment or seizure procedures, whether initiated by or against Respondent, nor by the rejection of any Agreement between Owner and Respondent, or a trustee of Respondent in bankruptcy under local law.

### **4. Remedies**

Respondent hereby accepts the representations of Owner that the Confidential Information is of a special, unique, unusual, extraordinary, and intellectual character and that money damages would not be a sufficient remedy for any breach of this Agreement by them or their representatives and that specific performance and injunctive or other equitable remedies for such breach shall be available to Owner. Respondent also acknowledges that the interests of Owner in such Confidential Information may be irreparably injured by disclosure of such Confidential Information. The remedy stated above may be pursued in addition to any other remedies applicable at law or equity for breach of this Agreement. Should litigation be instituted to enforce any provision hereof, the Party that prevails will be entitled to recover all costs, including reasonable legal fees, cost of investigation and cost of settlement.

### **5. No Representations or Warranties**

With respect to any information, including but not limited to Confidential Information, which Owner furnished or otherwise disclosed to Respondent for the purpose of the provision of services by Respondent. It is understood and agreed documents identified as "draft" are subject to change and Owner in disclosing such information do not make any representations or warranties as to the accuracy, completeness, or fitness for a particular purpose thereof. It is further understood and agreed that neither Owner nor its representatives shall have any liability or responsibility to Respondent (except as pursuant to this Agreement) or to any other person or entity resulting from the use of any information so furnished or otherwise provided. Neither this Agreement, nor the transfer of Confidential Information hereunder, shall be construed as granting any license or rights to any information or data now or hereafter owned or controlled by Owner to Respondent, and all such Confidential Information shall remain the property of Owner. Notwithstanding the foregoing, participants represent and warrant that they may disclose the Confidential Information to Respondent without breaching any contractual, legal, fiduciary, or other obligation to any person or entity.

## 6. Governing Law

The validity and interpretation of this Agreement and the legal relations of Respondent and Owner under this Agreement shall be governed by the laws of the State of Oregon. Any dispute shall be resolved in the Circuit Court of the State of Oregon for Washington County or the United States District Court in Portland, Oregon.

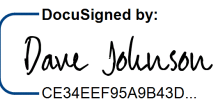

## 7. No Other Agreement

It is expressly understood that this Agreement is not and shall not be construed as any form of a letter of intent or agreement to enter into any type of transaction. This Agreement is to evidence Respondent's agreement to maintain the confidentiality of the Confidential Information, and shall not constitute any commitment or obligation on the part of Respondent and Owner to enter into any specific contractual agreement of any nature whatsoever.

## 8. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means. This Agreement will be effective when entered by Owner and Respondent. Persons whose signatures appear at the bottom of this page represent they are authorized to sign and that this agreement is a legal, valid, and binding obligation enforceable against each Party.

IN WITNESS WHEREOF, Respondent and Owner has entered into this Agreement on the day and year first herein written.

<p><b>Respondent</b></p> <p>Signature:  DocuSigned by: CE34EEF95A9B43D...</p> <p>Name: Dave Johnson</p> <p>Title: Vice President</p> <p>Date: 6/30/2021</p>	<p><b>TUALATIN VALLEY WATER DISTRICT ON BEHALF OF OWNER</b></p> <p>Signature:  DocuSigned by: C4B3FC3EA7E346B...</p> <p>Name: David Kraska, P.E.</p> <p>Title: WWSP Program Director</p> <p>Date: 6/30/2021</p>
--	---

The undersigned (Sub-Tier Recipient) hereby acknowledges and agrees that it will fully comply with this Confidentiality Agreement and that it will assume all the obligations and responsibilities that Hoffman Fowler LLC assumes toward Willamette Water Supply and shall require its suppliers, lower tier contractors, consultants, and others to execute an agreement similar in form to this Exhibit. Sub-Tier Recipient shall retain copies of any such lower tier agreements and make available to Hoffman Fowler LLC upon request.

Sub-Tier Recipient: \_\_\_\_\_ Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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