



Request for Proposals for Professional Engineering Services



For

5th STREET IMPROVEMENTS
Between Harrison and OR Hwy 214,
including and extension of Yew Street
between 5th Street & 3rd Street

DESIGN SERVICES
&
CONSTRUCTION
SERVICES



Submit Proposal to:
Assistant City Engineer
Woodburn Public Works Department
190 Garfield Street
Woodburn OR 9707
Phone: 503-982-5240

CITY OF WOODBURN, OREGON

**Request for Proposals for
Professional Engineering Services**

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*Between Harrison and OR Hwy 214,
Including an extension of Yew Street
between 5TH Street & 3RD Street*

DESIGN SERVICES

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CONSTRUCTION SERVICES

SUBMIT PROPOSAL TO:

Assistant City Engineer
Woodburn Public Works Department
190 Garfield Street
Woodburn, OR 97071
503/982-5240

RESPONSE DUE BY SEPTEMBER 10, 2009 AT 5:00 PM

PROPOSAL ADVERTISEMENT

REQUEST FOR PROPOSALS 5TH STREET IMPROVEMENTS

Between Harrison and OR Hwy 214, Including an extension of Yew Street between 5TH Street & 3RD Street

PROFESSIONAL DESIGN AND CONSTRUCTION SERVICES: The City of Woodburn is requesting proposals from qualified firms for furnishing professional engineering services to investigate, evaluate, permit, design, and provide construction engineering services for street improvements on 5TH STREET between Harrison and OR Hwy 214, including an extension of Yew Street between 5TH Street & 3RD Street. This project includes formal public involvement, new sidewalk, curbs, storm sewer lines/structures, illumination, landscaping, permanent pavement striping and markings, permanent signing, a temporary traffic signal at OR Hwy 214, and an option to underground existing aerial utilities throughout the project limits. Interested firms are invited to submit a proposal outlining their experience and qualifications in performing the work described in the Scope of Services.

Sealed proposals will be received until **5:00 PM** on **SEPTEMBER 10, 2009** by the Assistant City Engineer, Woodburn Public Works Department, 190 Garfield Street Woodburn, OR 97071. Facsimile proposals will not be accepted. Proposals will not be accepted after the stated opening date and time.

Prospective proposers are encouraged to examine the solicitation document by viewing it in a PDF format, available over the Internet. The Request for Proposal may be downloaded at <http://www.woodburn-or.gov/>. The document may be viewed at 190 Garfield Street Woodburn, OR 97071. A Pre-Proposal meeting is not being scheduled for this project. Questions should be directed to Eric Liljequist, Assistant City Engineer, at Phone Number 503-982-5241.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. Pre-qualification of Proposer is not required. All Proposers are required to comply with the provisions of Oregon Revised Statutes and the City of Woodburn Public Contracting Rules.

The City of Woodburn reserves the right (1) to reject any or all proposals not in compliance with public bidding procedures, (2) to postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening, (3) to waive informalities in the proposals, and (4) to select the proposal which appears to be in the best interest of the City.

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PART 1
OVERVIEW

This Project will include rebuilding 5TH Street between Harrison and OR Hwy 214 as an Access Street in accordance with the Woodburn Transportation System Plan (October 2005). This project will include removing the existing barricades at the north end of 5TH Street to allow connectivity to OR Hwy 214. This project includes an extension of Yew Street between 5TH Street & 3RD Street. This project also includes formal public involvement, new sidewalk, curb, illumination, landscaping, storm sewer lines/structures, permanent pavement striping & markings, permanent signing, a temporary traffic signal at OR Hwy 214, and an option to underground existing aerial utilities throughout the project limits.

PART 2

TIMELINE

Schedule

August 20, 2009	Publication and Release of Proposals
September 10, 2009	Deadline for Submission of Proposals
September 10, 2009	Opening of Proposals at Woodburn Public Works Department, 190 Garfield Street, Woodburn Oregon
September 17, 2009	Interviews (if necessary)
September 22, 2009	Notice of Selection
October 12, 2009	Contract Award by City Council
October 14, 2009	Commencement of Services

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY'S DISCRETION. PROPER NOTIFICATION OF CHANGES WILL BE MADE TO ALL INTERESTED PARTIES.

PART 3

SCOPE OF WORK

Provide design, public involvement, right of way acquisition, permit applications and construction engineering services for the proposed street improvements on 5TH Street between Harrison and OR Hwy 214, including an extension of Yew Street between 5TH Street & 3RD Street. This project includes formal public outreach, new sidewalk, curb, storm sewer lines/structures, illumination, landscaping, permanent pavement striping & markings, permanent signing, a temporary traffic signal at OR Hwy 214, and an option to underground existing aerial utilities throughout the project limits.

A.) Outline of Tasks

Task 1: Project Management and Coordination

Consultant shall work with City to set up a Project Development Team (PDT) consisting of Consultant, appropriate subconsultant staff and City staff. Consultant shall be a licensed Professional Engineer qualified in Civil Engineering in the State of Oregon. Consultant shall schedule, prepare for, attend, and document PDT meetings and coordinate these activities with the City.

Consultant shall prepare a detailed project schedule showing all major tasks, PDT meetings, and review milestones. The schedule must be updated monthly throughout the duration of the work by Consultant. Monthly progress reports and progress billings shall be prepared in a format approved by the City

Consultant Project Management responsibilities are:

- Contract management.
- Subconsultant management.
- Schedule, coordinate, and supervise project work.
- Maintain liaison and coordination with City and outside agencies.
- Public involvement process management
- Prepare records of decisions.
- Prepare progress reviews.
- Monitor project budget.
- Prepare, maintain, and update project activity schedule.
- Furnish accurate account of labor and expenses incurred in performance of the work.
- Provide timely responses to City and outside agencies' comments.

Task 2: Site Survey and Mapping

Consultant shall perform all surveying needed to prepare mapping, design all elements for the project, and prepare any needed easement and/or right-of-way descriptions. Consultant Site Survey and Mapping responsibilities are:

- Research and compile available survey data.
- Establish horizontal and vertical control points.
- Perform topographic surveying and mapping as necessary to prepare the design.
- Locate existing natural and man-made features.
- Tie horizontal locations of all utilities
- Prepare base map.

Task 3: Utility Location and Coordination

Consultant shall identify and locate all known private and public utilities within the limits of the project. Consultant Utility Location and Coordination responsibilities are:

- Identify utilities within the vicinity of the project limits.
- Send preliminary plans to each of the affected utilities.
- Determine possible conflicts with both public and private utilities.
- Establish communication with affected utilities, with the objectives of providing notice of design intent, verifying mapping of existing facilities, mitigating conflicts, and identifying necessary relocations.

Task 4: Preliminary Design

A. Street Improvements

Consultant shall prepare preliminary design of the proposed street improvements on 5TH Street between Harrison and OR Hwy 214, including an extension of Yew Street between 5TH Street & 3RD Street in accordance with the Woodburn Transportation System Plan (October 2005). The consultant shall also identify any needed permits and the requirements of those permits. Consultant Preliminary Design responsibilities are:

- Select, recommend and justify design. Design shall consider existing conflicts and permit & time considerations.
- Evaluate design alternatives if necessary.
- Review preliminary design and alternatives with the City.

- Review available budget vs. estimated costs; if necessary, work with the City to make adjustments in the design needed to meet project objectives within the available budget.
- Review project permitting and contract award milestones.
- Coordinate with ODOT personnel on obtaining all necessary ODOT permits for this project.
- Respond to City and outside agencies' review comments.

B. Utility Undergrounding

Consultant shall prepare preliminary design of all utility undergrounding elements including, but not limited to, vaults, conduit locations, and both residential & commercial service conversions. Consultant Preliminary Design responsibilities are:

- Select and recommend locations for vaults and conduits based on PGE overhead to underground conversion plans. Prepare preliminary design drawing (strip map format).
- Select and recommend locations of street illumination in area of underground conversion, provide photometric design to city for review and approval.
- Evaluate and determine scope of work required for complete commercial and residential electric conversions
- Coordinate and evaluate needs and/or requirements of franchised utilities.
- Review preliminary design with the City, PGE, and other affected utility companies.
- Review available budget vs. estimated costs; if necessary, work with the City to make adjustments in the design needed to meet project objectives within the available budget.
- Respond to City and outside agencies' review comments

C. Design Acceptance Package

Consultant shall complete the 30 percent design prior to moving forward with permits and ROW acquisition. The City of Woodburn will obtain Council approval of the project prior to proceeding further with design, applying for permits, and acquiring ROW. The Consultant shall provide the City with exhibits, plans, specifications, drawings, and preliminary estimates to assist the City with their presentation to council for approval of this project.

Task 5: Environmental Review

Consultant shall identify environmental review process needed for this project and prepare review reports needed to advance the project through construction. Consultant Environmental Review responsibilities are:

- Coordinate environmental work with the Oregon Department of Human Services (DHS), Oregon Department of Environmental Quality (DEQ), the Oregon Department of Fish and Wildlife, Oregon Department of State Lands (DSL), US Army Corps of Engineers and the Oregon Natural Heritage Program (OHNP), as may be required.
- Perform a site inspection and prepare an environmental review letter report addressing natural resources issues (including wetlands) and storm water discharge increases resulting from the project.
- The environmental review may include preparation of a wetland delineation report, wetland mitigation plan and coordination with the appropriate agencies.

Task 6: Property and Right-of-Way Research, Mapping, Descriptions, Staking, and Acquisition

Consultant shall research existing properties and right-of-way information in order to prepare legal descriptions for property, easements or right-of-way to be acquired. Consultant Property/Right-of-Way/Easement Research, Mapping, Descriptions, Staking and Acquisition responsibilities are:

- Provide a certified Right-of-Way Agent to negotiate and manage Property, Right-of-Way, and/or Easement acquisitions.
- Research and compile available property, right-of-way and easement data.
- Identify and review with the City all areas of property acquisition and temporary or permanent easements and/or right-of-way required based on the preliminary design.
- Prepare legal descriptions and documentation for acquisition of property, and temporary or permanent easements, and right-of-way as reviewed and approved by city staff. Legal descriptions shall be prepared by an Oregon licensed professional land surveyor using City of Woodburn standard easement and warranty deed forms.
- Provide staking of easements and/or right-of-way for acquisition.

Task 7: Final Design

A. Street Improvements

Consultant shall prepare the final design of the proposed street improvements on 5TH Street between Harrison and OR Hwy 214, including an extension of Yew Street between 5TH Street & 3RD Street in accordance with the Woodburn Transportation System Plan (October 2005) including, but not limited to, construction staging, traffic control, erosion control, permit requirements, typical sections, cross sections, irrigation details, driveway & curb return details, illumination design, storm sewer system design, signing/stripping plan, and a landscape plan. Consultant Final Design responsibilities are:

- Prepare final design including final drawings.
- Prepare proposed construction schedule.
- Prepare for and attend design review meetings with the City at 50, 75, and 95 percent stages.
- Respond to City comments on final plans, specifications and estimates, and make revisions as necessary.

B. Utility Undergrounding

Consultant shall prepare the final design of all utility undergrounding elements including, but not limited to, final roadway geometry, conduit and vault locations, trench and conversions details, construction staging, traffic control, and erosion control. Consultant Final Design responsibilities are:

- Prepare final design including final drawings.
- Prepare proposed construction schedule.
- Prepare for and attend design review meetings with the City at 30, 70, and 95 percent stages.
- Respond to City comments on final plans, specifications and estimates, and make revisions as necessary.

Task 8: Specifications and Special Provisions

Consultant shall prepare Special Provisions supplementing Standard Construction Specifications and Bid Proposals. The Bid Proposal shall provide a separate bid schedule for each identified project. Consultant shall write any additional Special Provisions needed, and shall revise Special Provisions based on comments received during reviews.

Task 9: Quantities and Cost Estimates

Consultant shall prepare updated cost estimates for each identified project with each review milestone during the project design. Consultant Quantities and Cost Estimates responsibilities are:

- Determine preliminary quantities and prepare cost estimates at review milestones.
- Prepare final quantities estimate and Engineer's Cost Estimate.

Task 10: Bidding Assistance

Consultant shall be available for answering questions during the advertising and bidding of the project. The following subtasks involved in Bidding Assistance are:

- Respond to questions from bidders and City.
- Prepare plans and specifications addenda as needed.
- Assist with the evaluation of bids, if necessary.

Task 11: Construction Engineering Services

Consultant shall provide construction engineering and management services during construction of each identified project. Consultant Construction Engineering and Management responsibilities are:

- Furnish survey personnel and equipment as required to establish baseline control for construction.
- Assist the city in Coordinating and Conducting the Pre-Construction meetings for project.
- Furnish personnel and equipment as required to perform on-site inspections.
- Furnish the services of a Resident Inspector to provide inspection of the work of the Contractor during the construction period. The Resident Inspector shall be experienced in the type of work to be done to the end that competent inspection of materials and labor will be provided. The Resident Inspector shall visit the project site each day during construction work and keep daily inspection reports
- At a minimum, hold monthly project meetings. Verify monthly reports of construction progress and monthly estimates as the basis of payment to the contractor.
- Meet with representatives of local, state and federal agencies when necessary for consultation or conferences in regard to the construction project.
- Meet and coordinate with franchised utility personnel when necessary for consultation or conferences in regard to the construction project.

- Interpret the contract plans and specifications to determine construction compliance.
- Review and approve submittals, shop drawings, schedules and other data the contractor is required to provide.
- Arrange for, or witness, field laboratory test as prescribed in the contract documents.
- Determine the suitability of on-site materials that will be incorporated in the construction of this project.
- Reject work and materials that do not conform to the contract documents.
- Assist the city in determining payment due the contractor based on the extent of work completed.
- Review claims for extra compensation and requests for extension of time submitted by the contractor and prepare change order(s) and recommendations to the city for final disposition.
- Submit written progress reports (monthly) on construction work completed, delays encountered, schedule revisions, and work modifications.
- Upon substantial completion of construction, conduct investigation of the project and assist the city in preparing the punch list of work to be done to achieve final completion.
- Assist the city in negotiating final payment for construction. Document proceedings of negotiations, if any, and record basis for final payment.
- At the completion of the project, prepare final project status report, including project cost summary, and prepare Mylar and AutoCAD as-built plans.

B.) Reviews and Project Schedule:

The design of the project is scheduled to be completed by April 15, 2010. The following are milestones for the design elements of this project.

All Necessary Easements and Property Acquisition Completed	March 31, 2010
All Application Permits Obtained	March 31, 2010
Environmental Review Requirements Complete	March 31, 2010
Final Design Completed	April 15, 2010
Project Under Construction Contract	To Be Determined
Project Completion	To Be Determined

Consultant shall prepare and submit a project schedule with the following milestones:

- Project pre-design meeting
- Field survey
- Utility coordination

- Design Acceptance Package
- Environmental reports
- Easement and right of way descriptions
- 95 percent plans, specifications, and estimate
- Outside agency permitting
- Final plans and specifications
- City reviews

C.) Project Deliverables:

The Design Acceptance Package must be delivered to the City in full-size and half-size paper prints as needed for review purposes and to assist with the presentation to City Council.

Final plan sheets must be on mylar, stamped and signed by an Engineer registered in the State of Oregon. Full-size and half-size paper prints of the plans shall be provided as needed for review purposes. Ownership of the drawings shall belong to the City of Woodburn.

Consultant shall supply all elements of engineering design, plan sheets, and quantities in English measurements.

Consultant shall provide digital copies, on compact disk, of plan sheets in AutoCad format upon approval by the City of the final design.

All engineering and surveying shall be performed under the direction of the appropriate Professional Engineer and Surveyor registered in the State of Oregon. The professional that has provided the direct supervision of the work shall stamp all reports, maps, plans, and specifications.

Following is list of plan sheets arranged by suggested topics that shall be prepared and submitted by the Consultant on this project:

- Title sheet
- Typical sections
- Details
- Storm Details and Pipe data sheet
- Plan Sheets and Profiles
- Traffic control and stage construction
- Erosion control Sheets/details
- Illumination Sheets
- Landscaping Sheets
- Signing/Striping Sheets

Bid Documents:

- Special Provisions
- Bid Schedule
- Contract Documents

D.) City Responsibilities:

- City will make available copies of construction standards, specifications and details for the Consultant's use/reference.
- City will obtain right-of-way and easements as required for the Project.

E.) Addenda and Interpretations

No oral interpretations shall be effective to modify any of the provisions of the request for proposals. Every request for an interpretation shall be made in writing and addressed to the Director of Public Works and, to be given consideration, must be received at least 10 (ten) days prior to the date set for the opening of proposals. Any and all such interpretations will be mailed, emailed, or faxed to all Proposers at their respective address, if one has been furnished by each for such purposes. For this reason, proposers may choose to communicate their address by email after viewing the RFP. (Email contact is eric.liljequist@ci.woodburn.or.us.)

Interpretations will be delivered not later than five (5) days prior to the date fixed for the opening of proposals. Addenda will also be available with the Solicitation Documents at the Woodburn Public Works Department or on the City's website. Failure of any Proposer to receive or review any such addendum or interpretation shall not relieve such Proposer from any obligation under this request for proposal.

PART 4
PROPOSAL CONTENT

Proposals must contain all information and documentation listed below:

- A. List firm size and years in business.
- B. Status as a “Resident” or “Non-Resident” bidder under ORS 279A.120. (Required form included as “Attachment B.”)
- C. Documentation of independent contractor status, (i.e., tax ID number, evidence of incorporation, legal status of entity providing service).
- D. Documentation, verification that the consultant is a licensed Professional Engineer in the State of Oregon
- E. Completed Non-Discrimination Form; The successful Proposer agrees that, in performing the work called for by this proposal, and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap. Proposer must certify on the appropriate form that they have not and will not discriminate against a subcontractor or the awarding of a subcontract because the subcontractor is a minority, women, or SBE certified under ORS 200.055. (Required form included as “Attachment C.”)
- F. Demonstrated Understanding. The demonstrated understanding of the project and its requirements as they relate to the objectives.
- G. Qualifications of Firm. Qualifications of the firm relating specifically to their ability to complete the items outlined in the Scope of Work and their ability to work with City staff.
- H. Organization and Staffing of Firm. Clear description of the relationship of project firm members, lines of authority, areas of responsibility, and availability of all key members.
- I. Demonstrated Accomplishments. Provide up to five (5) project examples of demonstrated accomplishments of the firm in the areas that are identified in the Scope of Work.
- J. References. List three references, preferably within the State of Oregon, that can attest to the quality and variety of services provided by your firm. Include a contact name and telephone number with each reference.

- K. When outlining the competence and experience of individuals proposed for assignment to this project, include a description of responsibilities in similar projects, education, certifications and licenses held, training, experience, and membership in professional organizations. Also identify the project manager who will direct the work.

- L. If any sub-consultants are proposed, provide a list of tasks assigned to each, and the names, responsibilities and qualifications of those sub-consultants.

PART 5

EVALUATION OF PROPOSALS

The selection will be made on a competitive basis, using scoring based on the evaluation criteria listed below, in combination with interview scores, if conducted. The City will establish a committee (the "Evaluation Committee") of at least two individuals to review, score and rank proposals according to the criteria set forth below.

No prequalification will occur. The successful Proposal shall be selected in a single-tier competitive process.

Evaluation Criteria

Demonstrated Understanding – 30 points maximum

Qualifications of Firm – 20 points maximum

Organization and Staffing of Firm – 25 points maximum

Demonstrated Accomplishments – 20 points maximum

References – 5 points maximum

Ranking of each firm will be based on the sum of points awarded, based on the Evaluation Criteria. A maximum total score of 100 points is possible. Following evaluation of proposals and ranking of consultants, a short list of no more than three candidates will be devised by the Evaluation Committee.

PART 6

SELECTION PROCESS

The City shall use the following selection process:

- A. Following the ranking of proposal information submitted, at least one member of the Evaluation Committee will be joined by the Director of Public Works, or his designee, becoming the "Selection Committee."
- B. The Selection Committee, at its sole discretion, may choose to interview short-listed firms prior to making their final recommendation. The Director of Public Works will make the final decision regarding the ranking of the Proposers.
- C. The highest-ranking Proposer will be invited to submit manpower and fee estimates for the services outlined in the Scope of Work. The Selection Committee shall engage in negotiations, whose objective shall be obtaining written agreement on:
 - Consultant's performance obligations and performance schedule
 - Payment methodology and maximum amount payable to the Consultant for services outlined in the Scope of Work. The City will make its own determination concerning the fairness and reasonability of the fee proposed by the Consultant.

(If negotiations with the highest-ranking Proposer fail to proceed to agreement on Contract terms, the Selection Committee will formally terminate negotiations with that candidate, and will begin negotiations with another candidate.)

- D. The Selection Committee's final recommendation will be submitted to the City Council for formal approval.
- E. The Notice of Intent to Award shall be given.
- F. The City Council shall award the contract.
- G. The City and the selected Consultant will enter into an agreement for the work.

PART 7

SUBMITTAL REQUIREMENTS

The City must receive proposals no later than **5:00 PM** on **September 10, 2009**. Proposals received after this deadline will not be opened and will be returned to the Proposer. No faxed or e-mailed proposals will be accepted.

A. Proposal

An unbound original and five complete copies of the Proposal shall be delivered to the address shown below.

B. Cover Letter

A Cover Letter shall accompany the Proposal and it shall state that all terms and conditions contained in the Request for Proposals and the sample Professional Services Contract (attached) are accepted by the Proposer. The Cover Letter and the Proposal must be signed by a legal representative of the Proposer firm, authorized to bind the firm in contractual matters. If the Proposer has suggestions regarding the terms and conditions of the Contract, these can be included in the Cover Letter as well.

All correspondence pertaining to this RFP should be directed to:

Assistant City Engineer
190 Garfield Street
Woodburn, OR 97071
503/982-5240

PART 8

OTHER REQUIREMENTS

A. Proposal Acceptance

Proposal shall be legally binding as an offer for a period of 90 days after the closing date. Each Proposer may withdraw its Proposal if it has not been accepted within sixty (60) days from the RFP closing date. The contents of the Proposal will become a contractual obligation upon acceptance by the City.

B. Public Records

All Proposals shall become the property of the City and are public records unless otherwise specified. A bid that contains any information that is considered a trade secret under ORS 192.501(2) shall be segregated and clearly identified as such. This information shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192.

C. Clarification of Proposals

The City reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a rejection of the firm's proposal.

D. Form of Agreement

A copy of the standard Personal Service Agreement, which the City expects the successful firm or individual to execute, is included as "Attachment A." The agreement will incorporate the terms and conditions from this RFP document and the submitted proposal.

E. Proposal Rejection

The City reserves the right:

1. To reject any or all proposals not in compliance with all public procedures and requirements;
2. To reject any proposal not meeting the specifications set forth herein;
3. To waive any or all irregularities in proposals submitted;
4. To reject all proposals;

5. To award any or all parts of any proposal; and
6. To request references and other data to determine responsiveness.

F. Notice of Selection

The City shall give written Notice of Selection to all Proposers at least 7 (seven) days prior to the contract award.

G. Protest Process

Protests to this RFP must be in writing and must be submitted in the form and manner prescribed by the Oregon Attorney General's Public Contracting Rules and the City of Woodburn Public Contracting Rules.

PART 9

INFORMATION FOR PROPOSERS

ATTACHMENT “A”

SAMPLE PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Woodburn, an Oregon municipal corporation (hereinafter referred to as “CITY”), and _____, a _____ (hereinafter referred to as “CONSULTANT”).

WHEREAS, CITY needs certain professional consultant services; and

WHEREAS, CITY wants to engage CONSULTANT to provide these services by reason of its qualifications and experience; and

WHEREAS, CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein,

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 – SCOPE OF SERVICES

The Scope of Work to be performed by CONSULTANT under this Agreement is described in Exhibit A, which is attached to this Agreement. Additionally, CONSULTANT’s proposal in response to _____ is incorporated by reference and are a part of this Agreement as if fully set forth.

SECTION 2 – DUTIES OF CONSULTANT

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.
- B. CONSULTANT represents that it is qualified to furnish the services described in this Agreement.
- C. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform its services.

- D. It is understood that _____ will be designated by CONSULTANT as the person providing services to CITY under this Agreement and that this designated person shall not be replaced without CITY's approval.

SECTION 3 – DUTIES OF CITY

- A. CITY shall provide CONSULTANT the pertinent information regarding CITY's requirements for the Project.
- B. CITY shall examine documents submitted by CONSULTANT and shall render decisions promptly, to avoid unreasonable delay in the progress of CONSULTANT'S work.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.
- D. The contact person on the Project for CITY is designated as _____. CITY shall provide written notice to CONSULTANT if CITY changes its contact person.

SECTION 4 – TERM

The services to be performed under this Agreement shall commence upon execution of the Agreement by both parties and be completed on or before _____.

SECTION 5 – PAYMENT

Payment shall be made by CITY to CONSULTANT only for services rendered and upon submission of a payment request and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee not to exceed \$_____. Compensation shall be only for actual hours worked on the Project, at the rates specified in Exhibit B, and related direct expenses. CONSULTANT shall furnish with each bill for services an itemized statement showing the amount of services devoted to the Project by CONSULTANT as well as any agents or employees of CONSULTANT and any direct expenses.

Section 6 – Termination

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 – OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the Project for which they are made is executed or not.

SECTION 8 – CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement shall be considered as confidential by CONSULTANT until they are released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 – INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 – CONSULTANT’S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor, under control of CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

Section 11 – Indemnity

CONSULTANT agrees to hold harmless and indemnify CITY, its officers and employees from and against any and all claims, loss, liability, damage, and expense arising from the negligent, or claimed negligent, performance of this Agreement by CONSULTANT, its officers or employees. CONSULTANT agrees to defend CITY, its officers or employees against any such claims. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of CITY.

Section 12 – Insurance

CONSULTANT shall provide and maintain:

- A. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence.

- B. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. Workers Compensation in at least the minimum statutory limits.
- D. All insurance shall:
 - 1. Include CITY as an additional insured with respect to this Agreement and the performance of services in this Agreement.
 - 2. Be primary with respect to any other insurance or self-insurance programs of CITY.
 - 3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to CITY.
 - 4. No changes in insurance may be made without the written approval of CITY.

SECTION 13 – NONASSIGNABILITY

Both parties recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 14 – RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to perform the work. The acceptance of CONSULTANT'S work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 15 – WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement of any applicable law or ordinance.

SECTION 16 – STATE PUBLIC CONTRACT PROVISIONS

All requirements of ORS Chapters 279, 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

- A. If CONSULTANT fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, CITY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONSULTANT by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the CONSULTANT or its surety from its obligation with respect to any unpaid claims.
- B. CONSULTANT and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. CONSULTANT shall ensure that each of its subcontractors, if any, complies with these requirements.
- C. CONSULTANT shall, upon demand, furnish to the CITY, written proof of workers' compensation insurance coverage. CONSULTANT is required to submit written notice to the CITY thirty (30) days prior to cancellation of said coverage.
- D. CONSULTANT shall use recyclable products to the maximum extent economically feasible in the performance of the contract.
- E. CONSULTANT is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.
- F. CONSULTANT agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. CONSULTANT agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of CONSULTANT's obligations under this Contract.
- G. CONSULTANT shall:
 - G.1 Make payment promptly, as due, to all persons supplying to the CONSULTANT labor and material for the prosecution of the work provided for in the contract documents;
 - G.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;

- G.3 Not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished; and
- G.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- H. The CONSULTANT shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.
- I. The CONSULTANT shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).
- J. An employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- K. CONSULTANT will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

SECTION 17 – ATTORNEY FEES

In the event a suit or action is instituted to enforce any right guaranteed pursuant to this Agreement, the prevailing party shall be entitled to, in addition to the statutory costs and disbursements, reasonable attorney fees to be fixed by the trial and appellate courts respectively.

SECTION 18 – NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

TO CITY:

TO CONSULTANT:

 270 Montgomery Street
 Woodburn, OR 97071

SECTION 19 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT

SECTION 20 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year written.

CITY OF WOODBURN:

CONSULTANT:

By: _____
Scott Derickson

By: _____

Title: City Administrator

Title: _____

Date: _____

Date: _____

ATTACHMENT "B"

BIDDER/PROPOSER RESIDENCY STATEMENT

Pursuant to ORS 279A.120, Oregon's Reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, "Resident Bidder/proposer" means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a "Resident Bidder/proposer". A "Non-resident Bidder/proposer" is a bidder/proposer who does not meet the definition of a "Resident Bidder/proposer" as stated above.

1. Bidder/Proposer/Proposer IS IS NOT a "Resident Bidder/proposer" as set forth above.

2. If a Resident Bidder/Proposer, enter your Oregon Business address below:

3. If a Non-resident Bidder/Proposer, enter state of residency:

Bidder/Proposer/Proposer hereby certifies that the information provided is true and accurate.

Signature: _____

Date: _____

Printed or Typed Name: _____

Title: _____

Firm: _____

Telephone: _____

ATTACHMENT "C"

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, women 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 the City of Woodburn 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: _____

Name of Firm: _____