

REQUEST FOR PROPOSAL

For the

Analysis, Planning, Design, and Implementation

Of

Water Supply Disinfection for

City of Woodburn, OR

January 11, 2010

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Of
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The City of Woodburn is seeking Proposals for the analysis, planning, design, and implementation of disinfection for the City of Woodburn, OR, Drinking Water System. Preliminary assessment of alternatives indicates that chloramination has many desired attributes as a disinfection process sought by the City. Proposals submitted identifying alternatives to the chloramination process will be evaluated based upon the technical merit of the proposal. Interested Firms may submit proposals in accordance with the provisions in this Request for Proposals (RFPs). The RFP contains information relating to the services required and describes the criteria that will be used by the City in the selection of a firm to provide the described services. The selection will be made through a process of review and ranking technical and cost proposals through a Request for Proposals (RFP).

BACKGROUND

The City of Woodburn has historically maintained an un-chlorinated groundwater system. The City owns and operates three groundwater treatment plants that remove iron, manganese and arsenic using potassium permanganate and greensand. The plants were constructed in 2005 and have capacities of 1,300 gpm (Country Club WTP), 1,650 gpm (Parr Road WTP), and 2,200 gpm (National Way WTP). In 2007, the City found evidence of midge fly infestation in the water system. Since that time the City has identified and fixed potential entry points for midge flies to enter the water distribution system.

The City has also super-chlorinated storage facilities while off line and conducted extensive flushing to mitigate the infestation. In 2009, a new infestation occurred and larvae were found throughout the distribution system. Midge fly larvae are resistant to free chlorine, but are susceptible to inactivation by relatively low levels of chloramine. The City's water has some naturally occurring ammonia in each of its groundwater sources, and the City plans to select and install on-site sodium hypochlorite facilities to create a chloramine residual for treatment of its distribution system. The City plans to install three separate on-site hypochlorite generation facilities at each of its Groundwater Treatment plants.

SCOPE OF WORK

The scope of work for the project will include:

1. **Chlorine Chemistry Evaluation:** Conducting chlorine and chloramine chemistry evaluations to predict the effects of chlorine in the City's distribution system.

2. **Equipment Selection:** Specifying and selecting on-site sodium hypochlorite equipment for each groundwater treatment plant.
3. **Design:** Designing the installation of on-site hypochlorite facilities at each plant, along with other necessary or recommended improvements related to the installation of chlorine equipment.
4. **Start-up and Implementation:** Developing and assisting the City with an implementation plan for chlorine, start-up, commissioning and monitoring the performance of the system and quality of the water in the distribution system.

Each of these tasks is described in detail below.

Task 1 – Chlorine Chemistry Evaluations

The consultant will conduct bench top evaluations of the chlorine dose, demand and decay. The consultant will develop a breakpoint curve for each of the City's wells and the combined water quality at each groundwater treatment plant.

The consultant will identify a recommended chlorine dose to achieve a chloramine residual, capable of controlling midge flies, maintaining stable total chlorine residuals in the distribution system, controlling regulated disinfection by-products, and controlling chlorinous tastes and odors in the distribution system.

The consultant will identify the recommended chlorine to ammonia ratio for control of the chloramine residual, and the recommended chloramine residual leaving the water treatment plants in mg/L.

The consultant will evaluate biofilm in the City's distribution system and assess the impact of chloramination on the biofilm. The Consultant will identify the potential for nitrification in the distribution system and recommend control measures to mitigate the potential for nitrification to occur.

The consultant will predict the potential for free ammonia to occur in the distribution system and recommend monitoring and operational strategies to maintain a stable chloramine residual.

The consultant will assess the City's water treatment plant process and recommend process modifications, points of application and assess the impact on current water treatment processes.

The consultant will prepare a draft and final technical memorandum recommending the chlorine to ammonia ratio, chloramine residual level leaving the water treatment plants, likely levels of disinfection by products, assessment of chloramines effect of the City's biofilm, chlorine breakpoint curves, nitrification control measures, monitoring strategies, applications points at each water treatment plant and process modifications.

Task 2 –Equipment Selection

The consultant will prepare a specification for the City to advertise and select on-site sodium hypochlorite generation equipment at each of the three groundwater treatment plant. The equipment for each groundwater treatment plant will include at a minimum;

- a brine tank,
- chlorine generation equipment including rectifier, control system and reactor
- chlorine solution tank
- two chemical feed pumps with controllers

The consultant will identify and specify the required capacities for the equipment. The specification will include warranties and replacement costs for key equipment, and recommended spare parts.

The consultant will arrange up to two site visits for City staff to see on-site generation equipment within a 50-mile radius of the City of Woodburn. The site visits should provide city staff with the opportunity to view different manufacturer's equipment, and speak to operations staff at each location.

The consultant will develop evaluation criteria for the selection of Sodium Hypochlorite Generation Equipment for the City. The City will review and approve the evaluation used for selection of the equipment.

The City will advertise the pre-selection of equipment to potential vendors. The consultant and city will conduct the evaluation and the City will select the equipment for all three groundwater treatment plants.

The City may choose to pre-purchase the on-site generation equipment, or assign the selected equipment to a Contractor for purchase and installation.

Task 3 – Design

The Consultant will design the installation of the preselected on-site generation equipment at each of the three groundwater treatment plants. The consultants may assume that all of the equipment will be located within the groundwater treatment plant buildings at each site.

The City will provide electronic copies of design drawings for each water treatment plant to the Consultant.

The City will provide an electronic copy of its standard specification and bid forms for the specifications.

The consultant will design and prepare civil, mechanical, electrical, process, structural and other drawings and specifications required for the installation of On-site Sodium Hypochlorite Generation Equipment, monitoring equipment and other process improvements identified in Task 1.

The City will conduct reviews at 30%, 60% and 90% complete for the installation. Allow 5 working days for City review.

The Consultant will provide 1 camera ready copy and 1 electronic copy of final bid documents. The City will advertise the bids. The consultant will prepare any required addenda to the bid documents. The consultant will evaluate bids and prepare a letter report to the City recommending a selection of contractor.

Task 4 – Startup and Implementation

The Consultant will develop an implementation plan for the City to start-up and operate chlorine equipment. The implementation plan will include:

- Training of City Staff of chlorine equipment, including chloramine chemistry and process modifications.
- Monitoring plan for monitoring the performance of the groundwater treatment plants, and the chloramine residual in the distribution system.
- A public outreach and education plan including outreach to the general public as well as to people with kidney dialysis and home aquariums. The plan will include example fliers and outreach materials for distribution by the City.

The Consultant will prepare a start-up and testing plan for the City Staff to execute in starting the chlorine equipment. Vendor representatives and the Consultant must be on-site for start up of all three facilities.

The Consultant will update the City's Operations and Maintenance plans for the groundwater treatment plant with new equipment and monitoring schedules. Four copies and an electronic copy will be provided to the City.

The Consultant will prepare as built drawings for the installed equipment.

The Consultant will conduct follow up visits to the City 1-month and two-months after start up to review the operation of the chlorine equipment.

ESTIMATED SELECTION SCHEDULE:

January 11, 2010	Request for Proposal Issued
January 11-22, 2010	Tour of Plant-Call for Appointments - (503) 982-5238
January 29, 2010	Proposals due
February 12, 2010	Selection of firm

SELECTION PROCESS

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

Evaluation Criteria

Demonstrated Understanding – 40 points maximum

- Completeness of proposal
- Demonstration of understanding of the work to be performed
- Approach to be taken in completing the Scope of Services
- Creativity and use of innovative ideas towards problem-solving
- Degree to which the proposal accomplishes the Scope of Services
- Resources and flexibility to demonstrate ability to meet the project time frame and schedules

Qualifications, Organization and Staffing of Firm – 20 points maximum

- Organization strength and stability
- Experience and technical competence related to moisture control and building repair
- Education and experience of project staff
- Key personnel's level of involvement in performing and/or oversight of related work

Demonstrated Accomplishments – 20 points maximum

- Experience with projects similar in scope and size
- Experience completing projects within established deadlines

Reasonableness of Cost and Price – 20 points maximum

- Reasonableness of the fee proposal with other proposals received
- Benefit and value provided for the cost
- Fee structure

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.

Proposals

To be responsive to this Request for Proposal, the firm must deliver four copies of its Proposal to the City of Woodburn Public Works Department, 190 Garfield Street, Woodburn, OR 97071, to be received no later than 5:00 p.m., January 29, 2010.

At the same time the Proposal is delivered, four copies of the Cost Proposal must be provided in a separate sealed envelope.

The Proposal shall not exceed 10 pages (8-1/2" X 11") in length, single-spaced, 12-pt. font, including resumes. Proposals that exceed these limitations will be disqualified. Incidental use of fonts in charts and tables down to 10-pt necessary to make charts or tables fit pages will be allowed.

Required Content of the Proposal

The information contained in the Proposal will be the principal determinant in selecting the Firm to do the work. The Proposal must:

- Identify the company/companies involved as the project team and the relationships between them, and also identify the project manager and the personnel from each company who will work on the project team.
- Summarize previous projects that show the expertise and experience of the company/companies and the project team's proposed personnel in similar on-site sodium hypochlorite generation systems and chloramination projects with similar scope.
- Describe the resources, qualifications and expertise of the company/companies and identify the specific personnel proposed to perform the work. Identify any additional resources necessary to perform the work.
- Describe the experience, expertise, and availability of designated project personnel with areas of expertise required for this project, including:
 - Experience with on-site sodium hypochlorite generation technology and the ability to analyze possible impacts to the City's treatment process.
 - Experience in completing on-site generation projects, treatment plant modifications, chloramination projects, and start-up of chlorine and/or chloramination equipment.
 - Experience in chloramine chemistry evaluations and nitrification control.
 - Experience in operation of on-site generation systems.
 - Experience with operation of plants with arsenic, iron and manganese removal.
 - Resumes and areas of expertise of firm and personnel.
 - Ability to obtain necessary licenses or permits and for complying with any federal, state, and local laws, codes and regulations applicable to the performance of work.
 - Publications and past research by individuals involved in project.
- Provide references associated with previous similar projects.
- Provide proof of ability to perform the work with respect to personnel availability, present workload and available equipment and facilities.
- Provide proof of ability to collect, synthesize, analyze and present data, findings and information and perform the scope of work stated herein.
- Provide a list of major tasks the firm believes it will accomplish in completing the work and the approach it will follow.

- State the lead person responsible for each task.

Required Content of the Cost Proposal

The Cost Proposal must include:

- An estimated fee for each of the tasks
- A tabulation of personnel billing rates to be used on each task
- A tabulation of estimated direct reimbursable expenses
- A proposed draft contract for services for the project

Selection of Firm

The City of Woodburn will review and evaluate the Proposals with respect to the above-requested information. The City will make the final selection of a Firm and will enter into negotiations with the top-ranking firm. If a contract cannot be negotiated, the City will enter into negotiations with the next highest-ranking firm and so on until a contract can be negotiated.

**DISINFECTION OF WATER SUPPLY SYSTEM
CITY OF WOODBURN**

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 selected consultant (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 for:

- **Chlorine Chemistry Evaluation:** Conducting chlorine and chloramine chemistry evaluations to predict the effects of chlorine in the City’s distribution system.
- **Equipment Selection:** Specifying and selecting on-site sodium hypochlorite equipment for each groundwater treatment plant.
- **Design:** Designing the installation of on-site hypochlorite facilities at each plant, along with other necessary or recommended improvements related to the installation of chlorine equipment.
- **Start-up and Implementation:** Developing and assisting the City with an implementation plan for chlorine, start-up, commissioning and monitoring the performance of the system and quality of the water in the distribution system.

SECTION 2 – DUTIES OF CONSULTANT

- A. The standard of care applicable to CONSULTANT’s services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CONSULTANT’s services are performed. CONSULTANT will re-perform any services not meeting this standard without compensation
- 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. The contact person on the Project for CONSULTANT is designated as (Consultant Project Manager or Lead). CONSULTANT shall provide written notice to CITY if CONSULTANT changes its contact person.
- E. The CONSULTANT shall perform the following tasks as negotiated:

Task 1 – Chlorine Chemistry Evaluations

The consultant will conduct bench top evaluations of the chlorine dose, demand and decay. The consultant will develop a breakpoint curve for each of the City's wells and the combined water quality at each groundwater treatment plant.

The consultant will identify a recommended chlorine dose to achieve a chloramine residual, capable of controlling midge flies, maintaining stable total chlorine residuals in the distribution system, controlling regulated disinfection by-products, and controlling chlorinous tastes and odors in the distribution system.

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The City will advertise the pre-selection of equipment to potential vendors. The consultant and city will conduct the evaluation and the City will select the equipment for all three groundwater treatment plants.

The City may choose to pre-purchase the on-site generation equipment, or assign the selected equipment to a Contractor for purchase and installation.

Task 3 – Design

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- A public outreach and education plan including outreach to the general public as well as to people with kidney dialysis and home aquariums. The plan will include example fliers and outreach materials for distribution by the City.

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 Randall Scott. 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 by April 23, 2010 (or other date negotiated) .

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. Compensation shall only be for the actual hours worked on the Project, 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. CITY shall pay CONSULTANT net 30 days from the receipt of approved invoice.

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 \$1,000,000 for each occurrence.
- B. Automobile Liability Insurance, occurrence form, with a limit of \$1,000,000 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. The CITY will not be required to be named as an additional insured for Workers Compensation coverage.
 - 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.

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, Agency 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 Agency, written proof of workers' compensation insurance coverage. CONSULTANT is required to submit written notice to the Agency 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 Agency 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:

Dan Brown
Public Works Director
190 Garfield Street
Woodburn, OR 97071

TO CONSULTANT:

TBD

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

Title: City Administrator

Date: _____

By: _____

Title: _____

Date: _____