

CITY OF WOODBURN, OREGON

Request for Proposals

MUNICIPAL POLICE VEHICLE LEASE

DATE & TIME DUE: JULY 14, 2010, 4:00 P.M.

SUBMIT PROPOSAL TO:

Jason Alexander, Police Captain
Woodburn Police Department
1060 Mount Hood Avenue
Woodburn, OR 97071
503/982-2345 or 503/969-9720



PROPOSAL ADVERTISEMENT

REQUEST FOR PROPOSAL Municipal Police Vehicle Lease

The City of Woodburn is requesting proposals from qualified firms for the lease of up to nine (9) full-size four-door "police package" sedans for a three-year period. Agreements arising out of such an RFP will be for three (3) years and may be renewed by mutual agreement of the parties for another three (3) years. Firms are invited to submit a proposal outlining vehicle models with equipment as outlined in this RFP for patrol use, with requirements of closed and/or open-end lease options, which may include vehicle maintenance provisions.

Sealed proposals will be received until 4:00 p.m. on July 14, 2010 by Jason Alexander, Police Captain, at the Woodburn Police Department, 1060 Mount Hood Avenue, Woodburn, Oregon 97071. The Solicitation Document may be reviewed at the Woodburn Police Department. Facsimile proposals will not be accepted. Proposals will not be accepted after the stated opening date and time. Late proposals will be returned to the vendor unopened.

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

The Woodburn Police Department seeks to lease up to nine (9) full-size police package sedans (2010-11 Dodge Chargers Police Package 27A are preferred, however alternative models may be proposed and will be considered on a case by case basis during the negotiation of the agreement) with equipment as outlined in Attachment "C" for patrol use. The City of Woodburn invites Proposals from automotive dealers/suppliers to provide three-year leasing options which may include vehicle maintenance provisions.

PART 2

TIMELINE

June 30, 2010	Publication and Release of Proposals
July 14, 2010 at 4:00 p.m.	Deadline for Submission of Proposals
July 14, 2010 at 5:00 p.m.	Opening of Proposals at Woodburn Police Department, 1060 Mount Hood Avenue, Woodburn, OR 97071
July 16, 2010	Notice of Intent to Award
July 26, 2010	Contract Award by City Council
August 2, 2010	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 SERVICE

A successful vehicle lease program must fulfill the following objectives:

- A. Provide up to nine (9) full-size police package sedans in new condition, both mechanically and in appearance. All vehicles must be 4-door and have automatic transmission and be designated for "Police Service" by the vehicle manufacturer. (2010-11 Dodge Chargers Police Package 27A are preferred, however alternative models may be proposed and will be considered on a case by case basis during the negotiation of the agreement.) The Department has immediate need for delivery of three (3) of the above described vehicles and will require additional vehicles as the Department's current fleet is rotated out of service. The successful Proposer will be able to meet the current vehicle need as well as the projected future needs.
- B. Agreements arising out of such an RFP will be for three (3) years and may be renewed by mutual agreement of the parties for another three (3) years.
- C. Equipped as outlined in Attachment "C" of this RFP for patrol use. (Alternatives to the equipment list are acceptable and will be considered on a case by case basis during the negotiation of the Agreement.)

The proposer may also, but is not required to, propose to:

- D. Provide for regular vehicle maintenance as well as immediate vehicle repair when needed.
- E. Provide regular and comprehensive vehicle maintenance reports.

Addenda and Interpretations

No oral interpretations shall be made to any contractor as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to the Chief of Police 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 to all prospective contractors (at the respective address if one has been furnished for such purposes) 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 Police Department. Failure of any Contractor to receive or review any such addendum or interpretation shall not relieve such Contractor from any obligation under this proposal as submitted. All addenda so issued shall become as much a part of the contract documents as is bound herein. Contractor shall provide written acknowledgement of receipt of addenda as part of proposal.

PART 4

PROPOSAL CONTENT

Proposals must contain all information and documentation listed below:

- A. Business name, address, telephone number.
- B. Firm size and years in business.
- C. Status as a "Resident" or "Non-Resident" bidder under ORS 279A.120 (completed Attachment "A").
- D. Documentation of independent contractor status, (i.e., tax ID number, evidence of incorporation, legal status of entity providing service).
- E. Completed Non-Discrimination Form; The successful Contractor 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. Contractor 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. (completed Attachment "B")
- F. Provide a full description of previous municipal police vehicle lease projects and your firm's role. In addition, describe other experience your staff has in municipal vehicle lease projects, obtained with at least two (2) other governmental firms.
- G. Provide your teams experience in equipping vehicles for Police Service and at least three (3) contact points for agencies that have used your services.
- H. Describe your teams approach to supplying and equipping police vehicles and how the leasing agency is involved in the process of selecting and locating required equipment.
- I. Describe how your team provides for warranty service for the involved vehicles and required equipment.
- J. Describe how your team provides for service that is not covered under warranty and any associated shop rates.
- K. Explain if vehicles and/or equipment would be serviced at your site, the agency site, or some other site.

PART 5

EVALUATION OF PROPOSALS

No prequalification will occur and the successful Proposal shall be selected in a one-tier competitive process.

A. Project Team and Firm Capabilities

Proposals will be evaluated based on related experience and qualifications and of key staff. The team must demonstrate an exceptional ability to manage all aspects of the project.

B. Project Understanding and Approach

Proposals will be evaluated based on the Proposers' understanding and approach to the scope of services desired, and the ability to meet City and department objectives. The approach must demonstrate competence and familiarity in completing the project's goals effectively.

C. Cost

The Cost of the Proposal is an important factor, but shall not be the determinative factor. Proposals will be evaluated based on comparisons to other Proposers and to current market costs for comparable services as determined by the City. Proposal costs, including time and materials, and fee structures should be complete and clear.

D. Project Examples

Proposals will be evaluated based on the team's experience, on projects of similar scale and nature.

PART 6

SELECTION PROCESS

The City shall use the following selection process:

- A. The Selection Committee will evaluate the proposals based on the information submitted.
- B. A proposer may be selected based solely upon the written proposals submitted. However, the Selection Committee, at its sole discretion, may choose to interview several firms prior to making their final recommendation.
- C. The Selection Committee's recommendation will be submitted to the City Council for final approval.
- D. The Notice of Intent to Award shall be given.
- E. The City Council shall award the contract.
- F. The City and the Proposer will enter into an agreement for the service.

PART 7

SUBMITTAL REQUIREMENTS

The City must receive proposals no later than 4:00 p.m. on July 14, 2010. Proposals received after this deadline will be returned unopened to the Proposer. No faxed or e-mailed proposals will be accepted.

A. Proposal

An unbound original of the Proposal shall be delivered in 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.

Jason Alexander, Woodburn Captain, is the sole point of contact in the City for this RFP. All correspondence pertaining to this RFP should be directed to Captain Alexander at this address and telephone number:

Jason Alexander, Police Captain
Woodburn Police Department
1060 Mount Hood Avenue
Woodburn, OR 97071
503/982-2345 or 503/969-9720

PART 8

OTHER REQUIREMENTS

A. Proposal Acceptance

Proposal shall be legally binding as an offer for a period of 60 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 contractual obligations upon acceptance.

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 rejection of the firm's proposal.

D. 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.

E. Notice of Intent to Award

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

F. 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.

**CITY OF WOODBURN
INVITATION TO BID/REQUEST FOR PROPOSAL**

BIDDER/PROPOSER RESIDENCY STATEMENT (Attachment "A")

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.

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

Signature: _____ Date: _____

Printed or Typed Name: _____

Title: _____

Firm: _____

Telephone: _____

**CITY OF WOODBURN
INVITATION TO BID/REQUEST FOR PROPOSALS**

CERTIFICATE OF NON-DISCRIMINATION (Attachment "B")

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, the bidder/proposer hereby certifies to the City of Woodburn that this bidder/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: _____

2010-2011 Patrol Vehicle Sample Equipment Requirements for RFP (Attachment "C")

Vehicle: 2010 Dodge Charger:

Description: (1-Vehicle only)

- 2010 Dodge Charger w/27A package
- 3.5L high output V6 24V engine
- 160 Amp Alternator
- 160 MPH primary speedometer
- 18x7.5 Steel wheels
- 19 gallon fuel tank
- 4 wheel disk HD brakes (anti-lock)
- All speed traction control
- Brake assist
- Bright hub caps
- Column mount automatic shift lever
- Continental brand tires
- Electronic stability program
- Engine hour meter
- Engine oil cooler
- Front dome lamp
- GVW rating 5500#
- HD cloth bucket & rear bench seats
- High speed engine controller
- Load leveling and height control
- Lower body side accent cladding
- Mini floor console
- P225/60R 18 BSW performance tires
- Performance steering
- Performance suspension
- Severe duty engine cooling
- Special service group
- Tilt steering
- Under hood lamp.

Additional Equipment:

- (1) Black vinyl flooring
- (1) Brilliant black crystal pearl coat (paint)
- (1) Deactivate rear doors and windows
- (1) Black left spot light
- (1) 8-way power driver's seat
- (1) Dodge Charger 2007+ Fuse Panel Pass Side Mount includes circuit breaker, power tamer, heavy-duty relay
- (1) 16" high strength aluminum push bumper w/mar-resistant horizontal rubber pad

- (1) Battery: dry cell 1700cca 12 volt 156 RC w/metal jacket SAE brass post. Steel jacketed, full case
- (1) Push bumper fender protectors (PITT bars)
- (1) 100 watt Siren speaker for Dodge Charger
- (1) Economy interface module for 08+Charger/Magnum
- (2) Fog light housing for 2006 to current Dodge Charger
- (4) Super-LED light-White
- (1) 47" LED light bar with 14 LED modules: 2 red and 2 blue corner modules, 2 red front and rear facing modules, 2 blue front and rear facing modules, 2 amber rear facing modules, LED alley and takedown lights
- (1) Desk face plate cup holder for flat style console. Face plate is flat.
- (1) Console that holds 10" of face plates. Relocates heater controls into the console. 7" of bottom depth.
- (1) adjustable arm rest
- (1) Custom screen mount for new Data 911 M5 Touch Screen
- (1) Screen base swivel arm post w/stud.
- (1) Side mount plate assembly
- (1) Articulate swing arm – 1" x 13.75" allows for more adjustability, includes three levers
- (1) Side mount bracket for mounting swing arm. Mounts on the side of the console body.
- (1) Keyboard support tray assembly for Data 911 TG3 keyboard with mouse pad.
- (2) heavy duty microphone clip
- (1) Magnetic microphone clip
- (1) adjustable arm rest
- (1) Dual cup holder
- (1) SL-20XP/LED with DC Black (Flashlight?)
- (1) Siren amp and controls, 9 switch, 17 programmable siren tones
- (1) Park Kill module
- (2) 40 amp relay. SPDT (Brake and back-up light kill)
- (1) Interior dome light with dual illumination: red and white LED for universal fit
- (2) Roof mount coaxial antennas. 25' ultra low loss
- (1) Antenna 152-162 MHz
- (1) Partition w/ horizontal sliding center section w/ coated polycarbonate window. Vinyl coated expanded metal window cover
- (1) two-piece lower expanded partition panel
- (1) large electric gun lock w/handcuff key override (Ar-15 Rifle)
- (1) Bluetooth car kit w/ color TFT LCD. LCD displays caller ID, photos saved on phone for ID compliant w/ Bluetooth v1.1 devices
- (1) Rear prisoner seat for 2010 Dodge Charger
- (1) Window bars for 2010 Dodge Charger
- (1) Rear equipment tray for Charger. Full-size slide tray with ball bearings and locking mechanism
- (1) Non-inventory items needed to complete installation
- (1) Customer shipping charges
- (1) All labor charges
- (1) Graphics

Total:

**PERSONAL SERVICES AGREEMENT (SAMPLE)
VEHICLE LEASING SERVICES**

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 "CONTRACTOR").

WHEREAS, CITY needs certain CONTRACTOR services; and

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

WHEREAS, CONTRACTOR 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 Services to be performed by CONTRACTOR under this Agreement is described in **Exhibit A**, which is attached to this Agreement and incorporated herein. Additionally, CONTRACTOR's proposal in response to CITY's RFP for Leasing Services published _____ is incorporated by reference and attached to this Agreement as **Exhibit B**.

SECTION 2 – DUTIES OF CONTRACTOR

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

SECTION 3 – DUTIES OF CITY

- A. CITY shall provide CONTRACTOR the pertinent information regarding CITY's requirements for the provision of services described in this Agreement.

SECTION 4 – TERM

The services to be performed under this Agreement shall commence upon execution of the Agreement by both parties and be provided for a period of three (3) years. Upon mutual agreement of the Parties, this Agreement may be renewed for an additional three (3) years.

SECTION 5 – PAYMENT

Payment shall be made by CITY to CONTRACTOR only for services rendered and upon submission of a payment request and CITY approval of the services performed. In consideration for the full performance of the services set forth in **Exhibit A**, CITY agrees to pay CONTRACTOR per the fee schedule attached at **Exhibit C** and by this reference incorporated herein.

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 for any reason upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice. CITY agrees to return all vehicles per the requirements of each vehicle's leasing agreement upon termination of this Agreement.

SECTION 10 – CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

Section 11 – Indemnity

CONTRACTOR 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 CONTRACTOR, its officers or employees. CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

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 CONTRACTOR 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 CONTRACTOR by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the CONTRACTOR or its surety from its obligation with respect to any unpaid claims.
- B. CONTRACTOR 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. CONTRACTOR shall ensure that each of its subcontractors, if any, complies with these requirements.
- C. CONTRACTOR shall, upon demand, furnish to the CITY, written proof of workers' compensation insurance coverage. CONTRACTOR is required to submit written notice to the CITY thirty (30) days prior to cancellation of said coverage.
- D. CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of the contract.
- E. CONTRACTOR 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. CONTRACTOR agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. CONTRACTOR agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of CONTRACTOR's obligations under this Contract.
- G. CONTRACTOR shall:
 - G.1 Make payment promptly, as due, to all persons supplying to the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR:

270 Montgomery Street
Woodburn, OR 97071

SECTION 19 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated Agreement between CITY and CONTRACTOR 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 CONTRACTOR

SECTION 20 – GOVERNING LAW

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

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

CITY OF WOODBURN:

CONTRACTOR:

By: _____
Scott Derickson

By: _____

Title: City Administrator

Title: _____

Date: _____

Date: _____

EXHIBIT "A"
SCOPE OF WORK

SAMPLE

EXHIBIT "B"

CONTRACTOR'S PROPOSAL

EXHIBIT "C"
COMPENSATION RATES