

CITY OF WOODBURN, OREGON

Request for Proposals

Woodburn Parks and Recreation

Master Plan

CONSULTANT SERVICES

SUBMIT PROPOSAL TO:

Community Services Director
City Hall
270 Montgomery Street
Woodburn, OR 97071
(503) 982-5266

RESPONSE DUE AUGUST 30, 2022 AT 4:00 PM

PROPOSAL ADVERTISEMENT

REQUEST FOR PROPOSALS
Woodburn Parks and Recreation Master Plan

PROPOSAL ADVERTISEMENT

Request for Proposals

Parks and Recreation Master Plan Update

RESPONSE DUE August 30, 2022 BY 4:00 PM

The City of Woodburn is requesting proposals from qualified firms for furnishing consultant services to develop and complete an updated Parks and Recreation Master Plan will be incorporated into the City of Woodburn's comprehensive master plan. The update will account for development and growth that has occurred in the City since the Parks and Recreation Master Plan was updated in 2009.

All contracts and subcontracts awarded as part of the Project shall comply with requirements as set forth by DEQ and BOLI. Selection of the qualified Consultant will be in accordance with Oregon Administrative Rules (OAR) 137-048-0220 and as set forth in the Solicitation Document and includes criteria such as, but not limited to: project understanding and approach, similar project experience, experience of proposers key staff, and demonstrated ability to complete successfully similar projects on time and within budget. Consultants responding to this RFP do so solely at their expense, and the City is not responsible for any Consultant expenses associated with the RFP.

The selected firm(s) must demonstrate the ability to provide a majority of the services required and clearly identify those services which will need to be provided by a sub-consultant. The City will select a consultant on a qualification-based criteria for the services identified.

Sealed proposals will be received until **4:00 PM on Tuesday, August 30, 2022**, at Woodburn City Hall, located at 270 Montgomery Street Woodburn, OR 97071 or via email submission to Jesse Cuomo at jesse.cuomo@ci.woodburn.or.us. All proposals shall be marked "Community Services, Attn: Parks and Recreation Master Plan Update, 270 Montgomery Street, Woodburn, Oregon 97071." Facsimile proposals will not be accepted. Proposals received after the time set for submission will not be considered responsive, and proposals may not be removed after the time of submission.

Prospective proposers are encouraged to examine the solicitation document by viewing it in a PDF format, available over the Internet from the City's website at <https://woodburn-or.gov/publicworks/page/bids-and-rfps>. The Request for Proposals may also be viewed or obtained from the City of Woodburn, City Hall located at 270 Montgomery St., Woodburn, Oregon 97071; or by emailing jesse.cuomo@ci.woodburn.or.us. All questions should be directed to the Community Services Director at 503-982-5266 or by emailing jesse.cuomo@ci.woodburn.or.us. Responses to questions will be summarized in writing to all prospective Proposal respondents.

The cost of delivery of Proposals shall be the responsibility of the Proposer. The City will not accept Proposals that require payment by the City.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. All Proposers are required to comply with the provisions of Oregon Revised Statutes Chapters 279 A, B, and C for Public Contracts and Purchasing and the City of Woodburn Public Contracting Rules. The Woodburn City Council is the local contract review board.

The City of Woodburn reserves the right to: (1) reject any or all proposals not in compliance with all prescribed public bidding procedures and requirements; (2) postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening; (3) waive informalities in the proposals; (4) select the proposal which appears to be in the best interest of the City; and (5) to reject for good cause any or all proposals upon a finding that it is the public interest to do so.

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**CITY OF WOODBURN
DEPARTMENT OF COMMUNITY SERVICES**

REQUEST FOR PROPOSALS (RFP)

**PROFESSIONAL CONSULTANT SERVICES FOR ASSISTING THE CITY OF
WOODBURN IN UPDATING ITS PARKS AND RECREATION MASTER PLAN**

August 1, 2022

SECTION 1 – GENERAL INFORMATION

1.1 Introduction

The City of Woodburn Department of Community Services is seeking proposals from qualified firms or individuals interested in providing professional consulting services for the purpose of assisting the City in updating its Parks and Recreation Comprehensive Master Plan. The existing City of Woodburn Parks and Recreation Master Plan was completed and adopted in July 2009. The purpose of this plan update is to continue to evaluate and develop a well-planned systemic approach to managing community parks and recreation needs. It is imperative that these services are consistent, compatible, and complimentary to all current and planned Parks and Recreation services.

The Department of Community Services expects to evaluate all proposals received by the deadline published in this RFP and will seek City Council approval to execute a Personal Services Agreement with the successful firm. City Council approval of the recommended firm and proposed Personal Services Agreement will be required. The selected consultant will assume responsibility for all contractual matters and services outlined in their proposal and the approved Personal Services Agreement.

Proposal Inquiries and Submittal

Inquiries shall be directed to Jesse Cuomo, Community Services Director by phone at (503) 982-5266 or e-mail: jesse.cuomo@ci.woodburn.or.us.

Five (5) sealed copies of the proposal must be received at the City of Woodburn, Dept. of Community Services, Attn: Jesse Cuomo, at 270 Montgomery St., Woodburn, OR 97071 no later than **4:00 P.M. on August 30, 2022**. Proposals submitted after that date and time will not be accepted. Faxed submissions will NOT be accepted.

All proposals become part of the public file for the project, without obligation to the City of Woodburn. The City reserves the right to reject any or all proposals for good cause and in the public interest. Proposers responding to this RFP do so solely at their expense, and the City of Woodburn is not responsible for any expenses associated with the preparation of the proposal.

**All Envelopes must be clearly marked:
PARKS AND RECREATION MASTER PLAN UPDATE
CONSULTANT SERVICES PROPOSAL**

1.2 Schedule

RFP Advertised	August 1, 2022
RFP Submittal Deadline	August 30, 2022
Selection of Consultant & City Council Contract Approval	September/October, 2022
Project Completion	September/October, 2023

SECTION 2 – SCOPE OF WORK

2.1 Example Scope of Work

The *recommended* scope of work for this project is as follows. This is an example, to be used as a guide to understanding the framework and desired outcomes of the project. The actual scope of work may differ dependent upon proposals received and final negotiated agreement.

2.2 INTRODUCTION:

General Statement

Your firm is invited to submit a proposal to the City of Woodburn to design and develop an update to the Parks and Recreation Master Plan and SDC/Fee Methodology. This project will include the development and implementation of a community assessment of both the existing parks and facilities along with the community’s future wants and needs, and an assessment of the willingness to support them. Included in this project will also be a program to engage and involve stakeholders and the community in general. The successful consultant shall commence work only after an agreement with the City is fully executed and a notice to proceed has been issued.

Detailed Statement

The purpose of the Master Plan is to provide the City of Woodburn with an updated working policy tool for the planning, coordination, and implementation of all new park and open space property acquisition, park facility development, and open space management. and the City’s community recreation programs, which embodies the unique characteristics. Including the existing Parks and Recreation Department events, aquatic center, programs and system along with those of the community in general. Upon adoption as part of the City of Woodburn’s Comprehensive Plan, the Parks and Recreation Master Plan will establish the framework for integration into and utilization of other work programs and plans that will be, or have been, developed separately from this project. These programs and plans include, but are not limited to

the City's Transportation System Plan, Comprehensive Plan, and the Mill Creek Greenway Master Plan. The Parks and Recreation Master Plan will take a comprehensive approach, considering impacts and multiple options. A component of the planning effort will be a public involvement program with the general public, public stakeholders (user groups), City Staff, and the Recreation and Parks Board. A 5- year (short-term), 10-year (mid-term), and 15+ year (long-term) strategic plan will be developed to implement the plan.

2.3 MINIMUM SCOPE OF WORK/WORK TASKS

Part I - Public Assessment

- A. Gather public opinion of the City's existing park and recreation related facilities.
- B. Using a scientifically-valid survey, gather public opinion of existing open spaces, trails, and trail corridors along with future park, open space, and recreational facility wants and needs.
- C. Develop an analysis of Woodburn residents recreational facility needs; and their willingness to support them.

Part II - Existing Conditions

- A. Inventory and evaluation of the City's existing park and recreation related facilities.
- B. Inventory and evaluation of existing open spaces, trails, and trail corridors.

Part III - Recommendations for the future

- A. Based on information gathered in the first two parts, develop recommendations for future parks, open spaces, trail corridors, and recreational facilities.
- B. Develop recommendations for the most logical locations for the above items.
- C. Develop recommendations for upgrades to existing parks, open spaces, and facilities.
- D. Prepare design, usage, maintenance standards, and ratios for open spaces and facilities.

Part IV - What will these proposed facilities and programs cost?

- A. Given each recommended program or facility, what are the respective estimated costs for land acquisition, facility development, operation, and future maintenance costs? (To be coordinated with SDC related capital improvement program for parks).
- B. Prepare recommendations for staffing levels for proposed programs and facilities, including maintenance.

Part V- What are the priority needs and how should they be financed?

- A. Develop priority plan based on need (e.g. property acquisition vs. development, etc.).
- B. Review anticipated System Development Charge (SDC) funds.

C. Review Park Maintenance budgeted funds.

D. Develop financing options and explore options for partnerships and private providers.

Part VI - Plan of Action.

A. Develop a strategic plan of action looking at 5, 10, and 15+ year increments. Identify the respective courses of action necessary to implement the strategic plan.

Part VII – Coordination and Facilitation.

A. Attend three (3) Steering Committee meetings, providing brief project updates and solicit guidance on “big picture” policy direction. This committee will consist of all current members of City’s Parks and Recreation Advisory Board.

B. Attend and facilitate two (2) public meetings, with assistance by City staff.

2.4 Overall Public Involvement Program

The consulting team is expected to develop, implement and enhance the public involvement process to encourage all interested parties to participate in the planning process. The public involvement process is intended to be an integral part of the development of the Plan. It is not intended to be an isolated task, but rather a process that solicits and incorporates public input at key points in this planning effort. The public involvement program will focus on the community and parks and recreation stakeholders, and include, but not be limited to, the following:

A. Seven-member Parks and Recreation Advisory Board (serving as Steering Committee).

B. Community stakeholder groups involved in provision of recreation based services, such as youth & adult athletics, special interest activities, recreation programs, school-district based groups, and more.

C. A scientifically-valid City-wide survey

D. City-wide workshops (e.g., group planning exercises, informational presentations etc.)

E. Public hearings on the final draft for Planning Commission and City Council review and adoption. As part of the master planning process, the consulting team will work with City staff. In addition, the consulting team will facilitate citizen input through a variety of means including city-wide meetings, workshops & an interactive website. The consulting team will attend necessary Recreation and Parks Board, Planning Commission, and City Council meetings. The resulting plan shall be accessible, functional, and attractive. A full copy of the 2009 Parks Master Plan is available for download at the City’s website:

https://www.woodburn-or.gov/sites/default/files/fileattachments/parks_and_facilities_maintenance/page/1781/park_and_rec_master_plan.pdf

The consulting team should anticipate, and include in their cost proposals, resources required for attending progress meetings with City Staff, in addition to separate public involvement meetings, two to three Park & Recreation Advisory Board meetings, one Planning Commission meeting, one City Council Work Session, and one City Council meeting.

2.5 Questions on Technical Information:

Questions relating to materials in the Conditions, Specifications, and Evaluation and Selection Criteria shall be addressed in writing to jesse.cuomo@ci.woodburn.or.us .

2.6 Master Plan Maximum Price:

The Contractor shall provide a guaranteed maximum price lump sum fee to provide Consultation Services as outlined herein. Information shall be given to support the lump sum fee, including labor costs, meeting costs, design costs and deliverables.(see 2.3 Minimum Scope of Work)

2.7 Subcontractors:

The City of Woodburn requires that each proposer shall state in his proposal the subcontractor(s) that he anticipates to employ to perform any work or labor, or any service, related to this project. This statement shall include the name of the subcontractor, address, telephone, estimated percentage of work, statement of qualifications and experience, and the nature of work to be performed. The Contractor shall be responsible for transmitting and enforcing all contract requirements to subcontractors. The proposal shall also state the method for selecting the subcontractor.

SECTION 3 – PROPOSAL FORMAT

The City requests that the Consultant respond to the specific criteria herein in a manner that will best help us evaluate the proposal. The specific criteria are presented below. Page limitations are presented in Section 6.1. The criteria need not be presented on separate pages.

Proposals for this project should include a narrative that conveys your understanding of the project’s goals, including the example scope of work, and how your firm will assist the City in meeting these goals. The description should demonstrate the firm’s unique capabilities, innovative approaches, and problem-solving abilities to accomplish this project. The narrative should provide a description of how this project’s goals will be met. Identify key personnel or sub-consultants to be utilized for this project, their qualifications and areas of responsibilities. Proposers must respond in writing to each item under section 3. Proposers must clearly indicate within their proposal any exceptions or recommended adjustments to the requested time frames or example scope of work.

3.1 Introductory Letter

The introductory letter shall introduce the proposal and name the person(s) authorized to represent the Consultant in any negotiations and name of the person(s) authorized to sign any contract, which may result. An authorized representative of the Consultant shall sign the introductory letter.

3.2 Firm's Capabilities and Qualifications

Provide a description of particular expertise and experience in relevant work for the individual or firm. Describe how well the team's qualifications and experience relate to this specific project and outline knowledge and experience with projects local to the Woodburn or nearby area and local construction requirements. In addition, provide each of the following:

- a. Resume(s) – including educational background, degrees and certifications earned, and relevant work history for all staff performing work under the scope of this Request for Proposals (list with Support Information Section 3.5).
- b. Project principal experience on similar projects; extent of principal's involvement.
- c. Names of team members who will be performing the work on this project and their responsibilities. Identify project manager and his/her experience on similar projects.
- d. Qualifications and relevant sub-consultant's experience.
- a. A minimum of three references for recent or similar projects shall be identified with the contact person and phone number (list with Support Information section 3.5). The City of Woodburn reserves the right to investigate the references and the past performance of any applicant with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion of a project on schedule.

3.3 Project Approach

This section is the focus of the response and deals with the Consultant's ability to clearly define the action to be taken to deal with the objectives and tasks outlined in the example scope of work. Describe the approach planned for conducting the work including all major milestones and expected target dates. This is to include the proposed design outline and schedule that indicate tasks, milestones, and staff assignments. Please be very specific as to time requirements for key tasks, and estimated completion dates.

3.4 Fee Estimate

Describe all estimated fees, including time, materials, travel, and related expenses that may be associated with the duties and obligations under this proposal. Fee estimate will not be solely used to select the consultant. The City will seek the services of the most qualified consultant and project team for this project.

3.5 Support Information

Support information must be limited to that which is pertinent to the proposal. Material must include resumes and reference. It may also include items such as graphs, charts, photos, certificates, etc. Attach any other relevant data, which may qualify or add quality to your written proposal.

SECTION 4 – PROPOSAL REVIEW, EVALUATION, AND SELECTION

4.1 Review

The City of Woodburn will award a contract to the Consultant whose proposal would be most advantageous to the City. A committee will evaluate and rank the proposals following the submittal date. The Community Services Director will forward the Committee's recommended Consultant to the City Council for approval. The City has the right to require any clarification or change it needs to understand the Consultant's approach to the project and view of the work scope.

4.2 Evaluation and Selection

Each proposal will be limited in length and judged as a demonstration of the Consultant's capabilities and understanding of the project. Evaluation criteria, maximum points and page limitations (one page is considered to measure 8 ½" x 11" Page limitations are presented in Section 6.1.) will be as follows:

Proposal Format and Evaluation Criteria and Maximum Points

The City will make a competitive based selection, with all scores based on the evaluation criteria listed below. If the City conducts interviews, then the City will use a combination of interview scores and evaluation criteria scores to make a selection. The City will establish a committee (the "Evaluation Committee") of at least three individuals to review, score, and rank proposals according to the criteria set forth below.

Evaluation Criteria

- A. **Qualifications of the Firm:** The Evaluation Committee will score the proposing firm's qualifications relating specifically to their ability to complete satisfactorily the scope of services outlined in the Scope of Work. (Maximum Score is 20 Points)
- B. **Firm Qualifications and Demonstrated Accomplishments:** The Evaluation Committee will score the demonstrated accomplishments of the proposing firm in the areas identified by the Scope of Work. (Maximum Score is 15 Points)
- C. **Demonstrated Project Understanding:** The Evaluation Committee will score the proposing firm's demonstrated understanding of the scope of services sought including a realistic equipment lead time and estimated date of completion. (Maximum Score is 15 Points)
- D. **Organization and Staffing of Proposing Firm:** The proposing firm must demonstrate the availability of adequate staff to perform the tasks within the allotted time schedule. The firm must provide a clear description of supervision and quality control measures implemented in the

execution of a service contract. Experience of management staff and operators will be the distinguishing criteria assessed. (Maximum Score is 15 Points)

E. **Evaluation of Fee Schedule:** The Evaluation Committee will score the proposing firm's fee schedule including an estimate of the total billable hours. Additionally, Proposer shall provide and scoring shall take into consideration an estimated total cost as it contributes to the "best value" for the City. (Maximum Score is 35 Points)

The Evaluation Committee will rank each firm based on the sum of points awarded. The evaluation committee will base points awarded solely on the Evaluation Criteria. A maximum total score of 100 points is possible. The Evaluation Committee will establish a short list of no more than three firms following the proposal evaluation and ranking process to enter into negotiations for the Woodburn Parks and Recreation Master Plan contract.

SECTION 5 – CONTRACT REQUIREMENTS & PROTEST PROCEDURES

5.1 Contract Requirements

The successful Consultant shall enter into a Personal Services Agreement with the City (example attached). The Consultant must show proof of insurance as required by the City's Personal Services Agreement. Payment for contract services will be made monthly, upon receipt of the Consultant's billing statement, for work done to date. The invoice shall include a summary of progress through the billing date and shall not be submitted more often than once per month. All billings will be processed through the Director of Community Services.

5.2 RFP Protest and Request for Change Procedures

Protests concerning either a request for change in the RFP or the consultant selection process shall follow the procedures set forth in the Oregon Administrative Rules (OAR), Division 48, section 137-048-0240 titled **Protest Procedures**.

SECTION 6 – SUBMITTAL REQUIREMENTS

6.1 Proposal

To receive consideration, submit proposals in accordance with the following instructions:

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

There are a maximum number of pages and minimum text font size permitted for each item of information. A proposal exceeding 20 pages in length and text font size less than 11 will be considered non-responsive and the proposal will not be considered. Supporting information shall be in a separate section, at the end of the proposal, and not counted in the page limit requirements. Front and back covers, as well as, section dividers are not counted

in the page limit requirements. A one page table of contents is not counted in the page limit requirements. Each page shall be 8.5” x 11”, unless otherwise noted. When using double-sided printing, each side of the page is counted as one page.

The City, at its sole discretion, has the right to negotiate with any or all proposers regarding their Proposals. Additionally, the City may reject or accept any or all Proposals or parts thereof, submitted in response to this RFP.

The City recognizes that in the submittal of Proposals, certain information is proprietary to the proposer and that the safeguarding of this information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any proposer where the proposer identifies those portions of its Proposal that are proprietary.

An unbound original and four (4) copies of the proposals are due in to the **Woodburn City Hall at 4:00 p.m. local time on Day, August 30, 2022.** Proposals may also be submitted via email submission to Jesse Cuomo at jesse.cuomo@ci.woodburn.or.us. All proposals shall be marked “City of Woodburn, Dept. of Community Services, Attn: Jesse Cuomo, at 270 Montgomery St., Woodburn, OR 97071” no later than 4:00 P.M. on August 30, 2022.” Proposals submitted after this time will be returned to the proposer unopened. No faxed or e-mailed proposals will be accepted. Proposals are to be submitted by mail or hand delivery in a sealed envelope bearing the name, address, phone, fax and e-mail of the proposer and the name of the project to:

City of Woodburn
Community Services Director
270 Montgomery Street
Woodburn, OR 97071
503-982-5266

6.2 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. If the Proposer has suggestions regarding the terms and conditions of the Contract, these can be included in the Cover Letter. 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. Documentation of independent contractor status, mentioned in Part 4 of this RFP, shall be included in the Cover letter.

6.3 Incurred Cost

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

SECTION 7 – OTHER REQUIREMENTS

7.1 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.

7.2 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.

7.3 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.

7.4 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

7.5 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.

7.6 Notice of Selection

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

7.7 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.

Attachment “A” Personal Services Contract

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 _____ are 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 – NO ASSIGNABILITY

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:

Jesse Cuomo
Community Services Director
City of Woodburn
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” 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: _____