

CITY OF WOODBURN, OREGON

Request for Proposals

City of Woodburn Wastewater Facilities Master Plan Update & Rate Study

SUBMIT PROPOSAL TO:

**Public Works Projects & Engineering Director
Woodburn Public Works Department
190 Garfield Street
Woodburn, OR 97071
(503) 982-5241**

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PROPOSAL ADVERTISEMENT

Request for Proposals

City of Woodburn Wastewater Facilities Master Plan Update & Rate Study

RESPONSE DUE SEPTEMBER 30, 2021 BY 4:00 PM

The City of Woodburn, Oregon is requesting proposals from qualified engineering firms with established experience in providing Wastewater Facilities Master Plan Update & Rate Study services for similarly sized municipalities within the State of Oregon. The primary project elements include:

- UPDATING THE EXISTING WASTEWATER FACILITIES MASTER PLAN AND WASTEWATER RATES IN ORDER TO COMPLY WITH EXISTING AND FUTURE PERTINENT REGULATORY STANDARDS AND REQUIREMENTS

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 criterion for the services identified.

Sealed proposals will be received until **4:00 PM** on **Thursday, September 30, 2021** at the Woodburn Public Works Department located at 190 Garfield Street Woodburn, OR 97071 or via email submission to Eric Liljequist at eric.liljequist@ci.woodburn.or.us. All proposals shall be marked "Woodburn Public Works Department, Attn: Wastewater Facilities Master Plan Update & Rate Study, 190 Garfield 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

<http://www.ci.woodburn.or.us/?q=blog-categories/bids-and-rfps>. The Request for Proposals may also be viewed or obtained from the City of Woodburn, Public Works Office located at 190 Garfield Street, Woodburn, Oregon 97071; or by emailing eric.liljequist@ci.woodburn.or.us. All questions should be directed to the Public Works Director at phone number 503-982-5241 or by emailing eric.liljequist@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 (1) to reject any or all proposals not in compliance with all prescribed public bidding procedures and requirements, (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, (4) to 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.

Published: Portland Daily Journal of Commerce
Date: August 30, 2021

PART 1 OVERVIEW

The City of Woodburn, Oregon is requesting proposals from qualified engineering firms with established experience in providing Wastewater Facilities Master Plan Update & Rate Study services for similarly sized municipalities within the State of Oregon. The primary project elements include:

- UPDATING THE EXISTING WASTEWATER FACILITIES MASTER PLAN AND WASTEWATER RATES IN ORDER TO COMPLY WITH EXISTING AND FUTURE PERTINENT REGULATORY STANDARDS AND REQUIREMENTS

PART 2 TIMELINE

| <u>Schedule</u> | <u>Activity</u> |
|------------------------------|---|
| August 30, 2021 | Publication Advertisement for Proposals |
| September 21, 2021 | Deadline for Submission of Proposer Questions |
| September 30, 2021 | Deadline for Submission of Proposals |
| October 1 – October 25, 2021 | Evaluation of Proposals |
| October 26, 2021 | Notice of Intent to Award Issued |
| November 8, 2021 | Local Contract Review Board Awards Contract |

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY'S DISCRETION. PROPER NOTIFICATION OF CHANGES WILL BE MADE TO ALL AFFECTED PARTIES THROUGH ISSUANCE OF WRITTEN ADDENDA, WHICH WILL BE AVAILABLE ELECTRONICALLY ON THE CITY WEBSITE, AND HARD COPIES WILL BE AVAILBALE AT 190 GARFIELD STREET IN WOODBURN, OREGON.

PART 3 SCOPE OF WORK

General Introduction

The City of Woodburn is seeking a Consultant to provide professional engineering services to update the existing City of Woodburn Wastewater Facilities Master Plan and to perform an updated rate study in conjunction with the master plan update process. The Plan will include goals and policies, data gathering, system condition assessment, hydraulic modeling, area specific studies, retrofit analysis, Capital Improvement Plan, outreach and public engagement, and draft and final versions of the Plan, Sanitary Sewer Rate Study and Fee Structure, and SDC Fee methodology report.

The City ultimately seeks an integrated approach to wastewater management that will result in the development of management solutions and policies that will maintain and enhance existing wastewater systems and meet engineering, environmental and other pertinent regulatory needs.

Plan Update Intent

The intent of the Plan Update is to address the following concerns as well as others identified through the analysis, evaluation, and plan update process:

- The current and future Federal, State and Local regulatory requirements, rules and regulations affecting the Woodburn Sanitary Sewer System
- The land use, transportation, and environmental impact requirements, and other pertinent regulatory requirements associated with continued use of the existing facilities and proposed facilities
- The condition and capacity of the existing wastewater collection system
- The condition and capacity of the existing pump stations and lift stations
- Projected future needs for serving the full buildout within the City's UGB
- WWTP Flows and loads Projections & corresponding requirements
- WWTP facilities needing upgrading
- Evaluate and Update Water Quality Issues
- Life Safety/Seismic Assessment
- Evaluate and Update Recommended CIP Plan and schedule
- Provide a discussion of existing reserve capacity, evaluate future urban service potential and computer model, maps and system expansion strategies
- WWTP and wastewater system Upgrades/facilities needed to maintain compliance with EPA and DEQ NPDES requirements
- An updated wastewater rate study
- An updated Sanitary Sewer SDC Methodology Report and associated SDC fees
- A financial plan, establishing mechanisms for funding improvements
- Provide public outreach for the plan to explain the findings of the analyses and evaluation, and to address community concerns associated with the proposed improvements
- An implementation plan addressing the regulatory, financial, design, and construction elements of the Plan Update

The City will provide the Consultant with any available project materials and information the Consultant finds beneficial to the plan update and rate study. The Consultant shall complete the plan update and produce the Wastewater Facility master plan documents.

The Final Wastewater Facilities Plan Update & Rate Study and SDC Methodology Report shall be in accordance with all Federal, State and City legal requirements, City of Woodburn Engineering Standards and Construction Specifications, Oregon Department of Transportation standards and specifications, existing and future NPDES Permit requirements, other pertinent regulatory agency requirements, and DEQ and EPA requirements.

Design services should also include, but are not limited to, the following:

- Collect and review data necessary for project analyses.
- Conduct site inspections as necessary.
- Obtain required information needed for the required analyses, such as surveying, etc.
- Coordinate and conduct meetings with City staff as needed and required.
- Coordinate work and related project issues with the City and other public regulatory agencies.
- Identify any permits required to maintain compliance.
- Identify capacity and condition-related deficiencies.
- Identify any needed easements or ROW required for the WWTP expansion
- Review and verify recommended sizing and alignment of sanitary sewer main, laterals and structures.
- Provide complete hydraulic calculations for design flows.
- Analysis of future discharges on BOD/TSS loadings & WWTP capacity
- Prepare detailed project construction cost estimates.

The City reserves the right to initiate conferences with the Consultant to review the work in progress at any time. Project meetings shall be arranged by the Consultant at all significant project milestones. The City will provide timely responses regarding all project issues and questions that might arise.

PART 4

PROPOSAL CONTENT

Proposals should contain and include all information and documentation listed below:

- A.)** Provide three (3) hard copies (if submitting the proposal by mail or in person) or one (1) electronic copy of the proposal to the City. Please limit the size of the proposal to pertinent information, however it shall include the following:
- A short cover letter
 - Executive Summary
 - Firm background information (Items B, K, L & M)
 - Resumes of team members and personnel references
 - Time line spread sheet
- B.)** List firm size and years in business
- C.)** Status as a “Resident” or “Non-Resident” proposer under ORS 279A.120 (Required form included as “Attachment D.”)
- D.)** Documentation of independent consultant status, (i.e., tax ID number, evidence of incorporation, legal status of entity providing service).
- E.)** Completed Non-Discrimination Form: The successful submitting vendor agrees that, in performing the work called for by this proposal, and in securing and supplying materials, consultant will not discriminate against any person based on race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap. The submitting vendors must certify on the appropriate form that they have not and will not discriminate against a subconsultant or the awarding of a subcontract because the subconsultant is a minority, women, or SBE certified under ORS 200.055. (Required form included as “Attachment C.”)
- F.)** The submitting firm should include an Executive Summary of relevant background and ability to successfully complete the described project.
- G.)** Provide a proposal section that describes the submitting firm’s understanding of the project.
- H.)** Provide a detailed scope of work with a timeline for completion of all major task work.
- I.)** Demonstrate that the firm and team have experience in conducting sanitary sewer system designs by providing a list of projects completed in the last five (5) years of similar scope as this project. Identify the scope of team member’s participation in those sanitary sewer collection design projects.
- J.)** Demonstrate that the firm has experience in municipal sanitary sewer collection systems in Oregon.
- K.)** List three references, preferably within Oregon, which can attest to the quality and variety of services provided by your firm. Include a contact name and telephone number with each reference.
- L.)** Describe your firm’s pending work schedule and impacts of availability on your firm’s ability to work on the project following the notice of award.
- M.)** When outlining the competence and experience of individuals proposed for assignment to this project, include a description of skill, level of responsibility in

the project, education, certifications and licenses held, training, experience, and membership in professional organizations. Also, identify the project manager who will direct the work.

- N.)** If any sub-consultants are proposed, provide a list of tasks, the names, level of responsibility, and qualifications of those sub-consultants.

PART 5

EVALUATION OF PROPOSALS

The City will utilize a Qualification Based Selection process, with scoring based upon the evaluation criteria listed below. Upon establishment of QBS based ranking of respondents, the City may or may not elect to interview the top candidates. The City will utilize evaluation criteria scores to provide a final ranking of respondents. The City will appoint a committee (the “Evaluation Committee”) of at least two individuals to review, score, and rank proposals according to the criteria set forth below. Following the evaluation of proposals and ranking of consultants, the evaluation committee will prepare a final ranked list of respondents. The City will require *NO* prequalification and will use a single-tier competitive process to select the successful proposal.

Evaluation Criteria

- A.) ***Qualifications of Team Members:*** The Evaluation Committee will score the proposing firm’s team member qualifications relating specifically to their ability to complete satisfactorily the items outlined in the Scope of Work. (Maximum Score is 25 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 including the basic firm description, project list, experience, and references. (Maximum Score is 25 Points)

- C.) ***Demonstrated Project Understanding:*** The Evaluation Committee will score the proposing firm’s demonstrated understanding of the project and its requirements as related to the objectives. (Maximum Score is 25 Points)

- D.) ***Organization and Staffing of Proposing Firm’s Project Team:*** The proposing firm must demonstrate the availability of adequate staff to perform tasks within the allotted time schedule. The firm must provide a clear description of the relationship between project team members, lines of authority, and areas of responsibility for all key team members. This criterion will evaluate the team organization, roles of individual team members (including sub consultants), and availability of the team members to provide the designated services. (Maximum Score is 25 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.

PART 6

SELECTION PROCESS

The City shall use the following selection process:

- A.)** The Selection Committee made up of at least two members will evaluate the proposals based on the information submitted.
- B.)** The Selection Committee, at its sole discretion, may choose to interview short-listed firms prior to making their final recommendation.
- C.)** The Selection Committee shall engage in negotiations with the highest ranked proposal firm, the objective being to obtain written agreement on:
 - Consultant's performance obligations and performance schedule
 - Payment methodology and maximum amount payable to the Consultant for services outlined in the Scope of Work
 - The City will make its own determination concerning the fairness and reasonability of the fee proposed by the Consultant.
- D.)** If negotiations with the highest-ranking proposer fail to proceed to agreement on Contract terms, the Selection Committee will formally terminate negotiations with that candidate, and begin negotiations with another candidate, or suspend the procurement process.
- E.)** The Selection Committee will submit its final recommendation to the Public Works Director for approval.
- F.)** The City will give The Notice of Intent to Award.
- G.)** The City will award the contract.
- H.)** The City and the Consultant will enter into a Personal Service Agreement for the work.

PART 7

SUBMITTAL REQUIREMENTS

The City must receive proposals no later than **4:00 p.m. on September 30, 2021**. The City *will return* proposals received after this deadline, unopened, to the proposer. The City *will not* accept faxed proposals.

- A.) Proposal:** The proposer will deliver three (3) hard copies of the Proposal to the address shown below (by appointment only), or an electronic copy at the email address shown below.
- B.) Cover Letter:** A Cover Letter shall accompany the proposal and it shall state that the proposer accepts all terms and conditions contained in the Request for Proposals and the sample Professional Services Contract (attached). A legal representative of the proposer, authorized to bind the firm in contractual matters, must sign the cover letter.
- C.) Submit one electronic copy in a PDF format.**

Direct all correspondence pertaining to this RFP to:

Eric Liljequist, P.E.
190 Garfield Street
Woodburn, OR 97071
Phone: 503-982-5241
E-mail:eric.liljequist@ci.woodburn.or.us

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. If the City has not accepted a submitting firm's proposal within sixty-(60) days from the RFP closing date, then the firm may withdraw its proposal. The contents of the Proposal will become a contractual obligation upon acceptance by the City.

B.) *Public Records:*

- All Proposals shall become the property of the City and are public records unless otherwise specified. A proposal that contains any information 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 evaluate satisfactorily a 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.) *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 B." The agreement will incorporate the terms and conditions from this RFP document and the submitted proposal.

E.) *Reservation of Rights:*

- The City reserves the right:
 - To reject any or all proposals not in compliance with all public procedures and requirements:
 - To reject any proposal not meeting the specifications set forth herein:
 - To waive any or all irregularities in proposals submitted;
 - To reject all proposals:
 - To award any or all parts of any proposal; and
 - To request references and other data to determine responsiveness

F.) *Intent to Award*

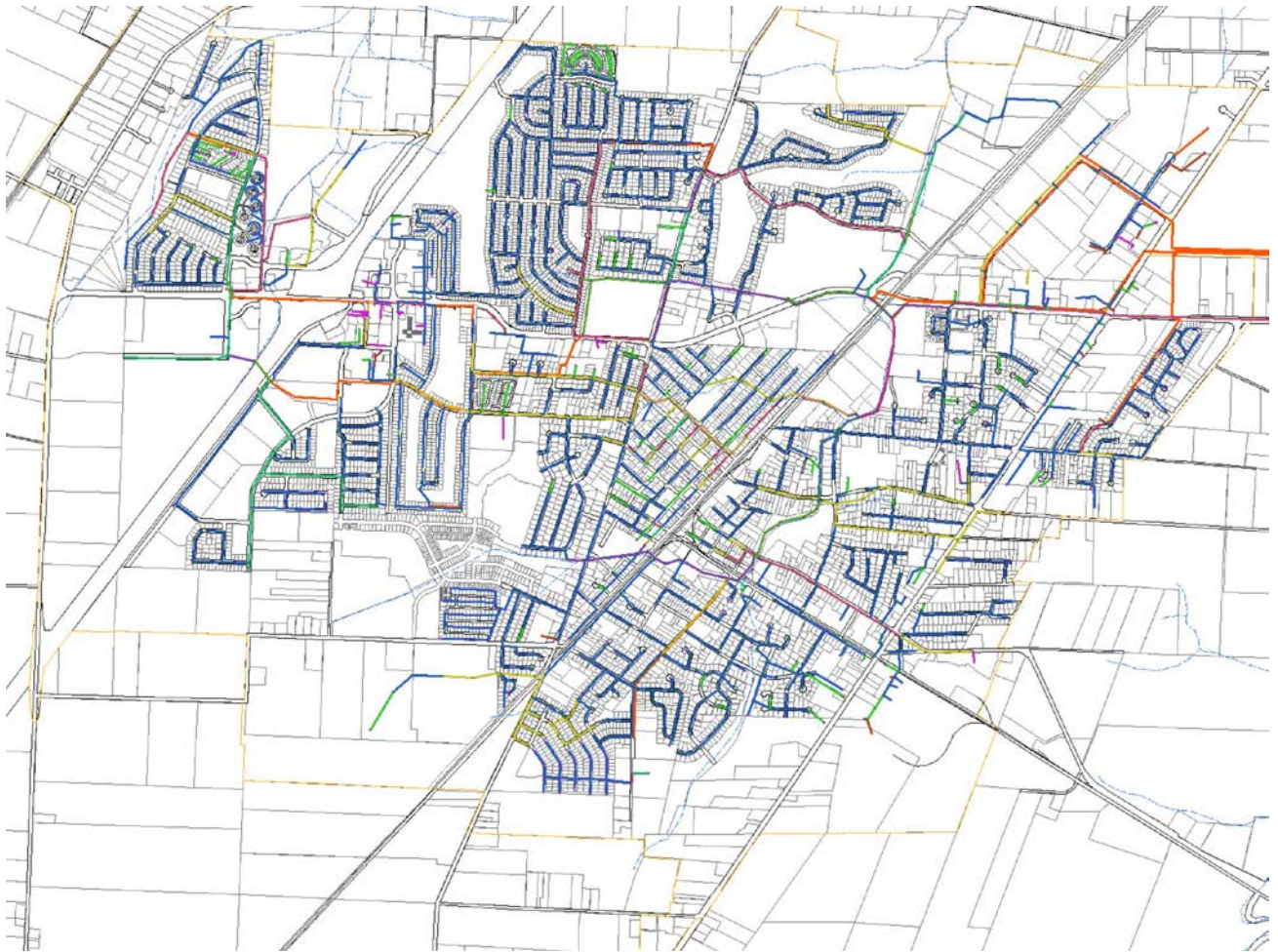
- Notice of Intent to Award
 - The City shall give Notice of Intent to Award the contract via email and/or City Website to all Proposers at least 7 (seven) days prior to the contract award.

G.) *Protest Process:*

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

ATTACHMENT “A”

SITE PLAN



**ATTACHMENT “B”
CITY OF WOODBURN
SAMPLE PERSONAL SERVICES AGREEMENT**

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

WHEREAS, CITY needs certain 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.

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 Eric Liljequist or assigned delegate. 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 December 31, 2022.

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 services provided based on the rates specified in **Exhibit A**.

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 ninety (90) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Either party may terminate this Contract upon not less than thirty (30) calendar days written notice should the other party fail to substantially perform in accordance with the terms and/or conditions of this contract or any supplements thereof and if the performance is not cured within that 10-day period after written notice is given.

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 joint property of CITY and CONSULTANT, 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 consultant, 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 but only to the extent caused by the negligent acts, errors or omissions of Consultant, its officers or employees in the performance of Professional Services under this Agreement.

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 (except for Workers Compensation and Professional Liability Insurance).
2. Be primary with respect to any other insurance or self-insurance programs of CITY.
3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to CITY.
4. No changes in insurance may be made without the written approval of CITY.

SECTION 13 – NONASSIGNABILITY

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

SECTION 14 – RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work using that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the engineering profession practicing in the same or similar locations.

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 subconsultants, 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 subconsultants, 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 consultant 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, copartnership 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.

L. CONSULTANT will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

SECITON 17 – NON-DISCRIMINATION CLAUSE

CONSULATANT agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. CONSULTANT further agrees that:

1. During the performance of a contract, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the consultant. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The CONSULTANT, in all solicitations or advertisements for employees placed by or on behalf of the consultant, will state that such CONSULTANT is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient to meet this requirement.
4. The CONSULTANT will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

SECTION 18 – 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 19 – NOTICES

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

TO CITY:

TO CONSULTANT:

SECTION 20 – 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 21 – 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: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT "C"

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any consultant 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: _____

ATTACHMENT "D"

BIDDER/PROPOSER RESIDENCY STATEMENT

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

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

1. Bidder/Proposer 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: _____