

CITY OF WOODBURN, OREGON

Request for Proposals Engineering & Construction Management Services for Water Tower Repainting

SUBMIT PROPOSAL TO:

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



Request for Proposals

ENGINEERING & CONSTRUCTION MANAGEMENT SERVICES for WATER TOWER REPAINTING

RESPONSE DUE JUNE 13, 2019 AT 4:00 PM

ENGINEERING & CONSTRUCTION MANAGEMENT SERVICES for WATER TOWER REPAINTING: The City of Woodburn is requesting proposals from qualified firms for furnishing Professional Engineering Services for providing final design, bid document assistance, and construction management services for repainting/recoating the existing 750,000 gallon elevated water tower located at 106 Broadway Street in Woodburn, Oregon. The personal services contract for these services will not exceed \$75,000.

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 an engineering firm based on the overall best value for the City.

Proposals will be received until **4:00 PM** on Thursday, **June 13, 2019** at the Woodburn Public Works Department located at 190 Garfield Street Woodburn, OR 97071. All proposals shall be marked "Woodburn Public Works Department, Attn: Engineering Services for Water Tower Repainting, 190 Garfield Street, Woodburn, Oregon 97071."

The City **will not accept** facsimile proposals. The City **will not accept** any proposals after the stated opening date and time. The City will return all late proposals unopened to the submitting firm. Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the City of Woodburn Public Contracting Rules

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.

A successful firm will be selected based upon the following criteria: 1) Qualifications to perform the scope of services; 2) Prior work experience performing the scope of services; 3) Demonstrated understanding of the scope of services required; 4) Organization and Staffing of project team.

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.

Questions pertaining to this RFP should be directed to Eric Liljequist, Public Works Director, at 503-982-5241 or eric.liljequist@ci.woodburn.or.us

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PART 1 OVERVIEW

This solicitation is requesting proposals from qualified firms and individuals to provide Professional Engineering & Construction Management Services for repainting/recoating the existing water tower located at 106 Broadway Street in Woodburn, Oregon as further described in Appendix A.

1. Selection & Award. Awards made in response to this RFP will be made to the most qualified proposer whose proposal is determined, in writing, to be the most advantageous to the City of Woodburn.
2. Communications during the RFP Process. Proposers shall address all inquiries, if any, in writing to Eric Liljequist, PE, who alone is empowered to clarify such inquiries; not later than 7 days before the date of opening of the proposals.
3. Addendum and Supplement to Request. If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, revisions will be provided to all firms who receive or request this RFP.
4. The City has the indisputable right to accept or reject any offer, or part of any offer, or to cancel the RFP without giving any justification.

Reservation in Evaluation

The City reserves the right to negotiate with a Proposer over:

- The Statement of Work;
- Compensation level and performance schedules for future work pursuant to ORS 279C.110; and
- Any other terms and conditions as deemed necessary by the City.

Preferences

Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider, when procuring good and services for any public use, the City shall apply the applicable preferences described in ORS 279A.120 (Preference for Oregon goods and services) and ORS 279A.125 (Preference for recycled materials).

Proposal Rejections

The City reserves the right to:

- Reject any or all proposals not in compliance with all public procedures and requirements;
- Reject any proposal(s) not meeting the specifications set forth herein;
- Waive any and all irregularities in proposals submitted;
- Consider the competency of proposers in making any award;
- Reject all proposals; and
- Award any and all parts of any proposals.

PART 2 TIMELINE

May 13, 2019	Advertisement of Request for Proposals
June 13, 2019	Deadline for Submission of Proposals
June 17, 2019	Complete Proposal Review Process
June 20, 2019	Pre-Award Conference
June 21, 2019	Notice of Intent to Award
July 8, 2019	Contract Award
June 9, 2019	Commencement of Services
June 1, 2020	Commencement of Construction Activities
September 30, 2020	Completion of Project

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY'S DISCRETION.

PART 3 SCOPE OF WORK

Presented below is a detailed description of the proposed scope of services by work task.

Task 1 - Reservoir Inspection and Evaluation

This task includes providing engineering services to inspect and evaluate the condition of the exterior and interior coating systems and prepare an assessment report which recommends necessary improvements. Inspections will be completed during a single site visit.

- 1.1 *Data Collection and Review – Gather and review available data relative to the coatings, site features and conditions. The requested data may include previous reports, material tests, maintenance records, facility design, and shop drawings.***

- 1.2 *Inspect Exterior Tank Coating - Conduct inspections of the exterior coating. Inspections will include condition assessment, dry film thickness (DFT) testing, adhesion testing, and corrosion assessment. Review findings with coating manufacturer representative. It is anticipated that one column leg can be accessed from the reservoir ladder to inspect coating of tank legs. Collect samples of the existing coating systems as appropriate and analyze for the presence or absence of lead.***

- 1.3 *Antenna Management Services – The work under this section shall include the following:***

Review of lease agreements, Site assessment and survey, Necessary project meetings, and Determination of extent of any necessary antenna and associated equipment temporary relocations during the water tower coating process.

- 1.4 *Logo and Lettering and coating colors – This section includes drawings and color requirements for signs, logos and lettering as required by the Owner. The City of Woodburn Arts and Mural team will be providing input on the paint color and designs to go on the water tower.***

- 1.5 *Develop Recommendations for Coating Improvements - Develop recommendations for repairing/recoating of the existing reservoir. Prepare an estimate of project cost for accomplishing the recommended work. Prepare a draft report summarizing the results of the work under this task. Review the***

report and recommended reservoir improvements with City staff. Submit five copies of the final report incorporating City comments.

Task 2 - Plans, Specification and Construction Cost Estimates

Under this task, plans and specifications suitable for public bidding in accordance with City standards will be prepared for the recommended coating work. The plans will consist of a site plan and any as-constructed drawings that will be reproduced and included in the specifications document. The work to be designed and specified for the reservoir will consist of complete exterior maintenance painting. No other work such as engineering for safety improvements, structural repairs or seismic evaluations will be performed. Included in the technical specifications will be contractor work hour limitations and requirements as appropriate to the work and in accordance with City requirements.

A project review meeting will be held with the City at approximately the 75 percent level of design completion. Incorporate City review comments into finalized contract documents; deliver contract documents to City in electronic format for City to distribute. Update previously prepared construction cost estimates and submit to the City. Proposed subtasks include:

- 2.1 Prepare a construction cost estimate for the work designed under this task.**
- 2.2 Prepare draft contract document package for City review and comment at the 75 percent level of design completion.**
- 2.3 Prepare final contract document package incorporating City review comments.**

Task 3 - Bidding and Award

City will manage contract document distribution and administer bidding. Provide assistance to the City during the bid period as requested including responding to bidder inquiries and attend the pre-bid meeting. Prepare addenda as needed, review bid results and make a contract award recommendation.

Task 4 - Services During Construction

Under this task, construction phase engineering services will be provided. The scope of these services is as follows:

- 4.1 Prepare for and conduct the preconstruction conference.**
- 4.2 Review and approve submittals required of the contractor.**
- 4.3 Administer the construction contract on behalf of the City. Make recommendations to the City for payments to the contractor.**

- 4.4 Perform periodic site visits to inspect the work and monitor the contractor's compliance and conformance with the contract documents. Prepare inspection reports documenting visits and observations and submit copies to the City.**
- 4.5 Conduct final inspection of the work and make recommendations to the City for final payment.**
- 4.6 Conduct 12 Month warranty inspection. Assist the City with the facilitation of a one-year anniversary inspection and report to the City and the contractor on findings and corrective actions needed.**

The City of Woodburn requests the consulting engineer selected to provide a warranty inspection prior to the warranty expiration date. The engineer will submit two (2) copies of the warranty report to the City of Woodburn.

PART 4

GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

The General Conditions and Instructions set out below shall apply to all formal proposal solicitations and resulting contract awards issued by the City of Woodburn unless otherwise specified. Proposers are responsible for informing themselves of these requirements prior to submission of proposals. Failure to do so will be at the proposer's own risk, and pleas of error or ignorance shall not be honored. Proposers requiring additional information about the General Conditions and Instructions set forth below should consult the Department of Public Works.

In the event there is a conflict between these General Terms and Conditions and any other terms and conditions that may be included elsewhere in this solicitation, the other terms and conditions shall prevail.

1. Selection & Award. Awards made in response to this RFP will be made to the most qualified proposer whose proposal is determined, in writing, to be the most advantageous to the City of Woodburn, taking into consideration the evaluation factors set forth in the RFP.
2. Proposer's Responsibility. The selected proposer(s) will be required to assume responsibility for all services offered in their proposal whether or not produced by them. If a successful contract cannot be completed after award, the City may conclude contract negotiations, rescind its award to that proposer, and return to the most recent RFP evaluation stage to negotiate with other proposer(s) for award.
3. Form of Submission.
 - It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of the RFP. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-responsive.
 - Unless otherwise specified in the solicitation, all proposals shall be submitted in duplicate, properly signed in ink in the proper spaces, and submitted in a sealed envelope.
 - Unless specifically authorized in the solicitation, telegraphic, facsimile or electronic proposals will not be considered.
4. No Late Submissions. If received after the time specified for Public Proposal Opening, formal proposals, amendments thereto, or requests for withdrawal of proposals will not be considered. Late proposals will be returned to the proposer UNOPENED if the proposer's return address is shown.
5. Sealed Proposals. Proposals must be properly identified as a "SEALED PROPOSAL". Properly marked proposals received prior to the specified time of

Public Proposal Opening will be securely kept, unopened, in the office of the Public Works Department. The Purchasing Agent or duly appointed representative will determine when the specified time has arrived and no proposal shall be received thereafter.

6. Communications during the RFP Process. Proposers shall address all inquiries, if any, in writing to Eric Liljequist, PE, who alone is empowered to clarify such inquiries; not later than 7 days before the date of opening of the Proposals
7. Addendum and Supplement to Request. If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, revisions will be provided to all firms who receive or request this RFP.
8. Withdrawal of Proposal. Proposals may be withdrawn on written request from the Proposer at the address shown in the solicitation prior to the time of Deadline for Submission of Proposals. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.
9. Confidentiality & Public Records. At the time fixed for the opening of responses for this RFP, only the names of the proposers will be read and made available to the public. Proposals received will then be held confidential until a recommendation for award has been made by the Public Works Director to the City's Local Contract Review Board. Thereafter, all Proposals will be available for public inspection by submitting a Public Records Request through the City Recorder's Office. If any part of a proposal is proprietary and is claimed exempt from disclosure, the Proposer must separately submit that material along with the Proposal and have it clearly marked as "Proprietary Information; Confidentiality Requested."
10. Unless otherwise specified by the City of Woodburn, all formal proposals submitted shall be binding for City of Woodburn acceptance for ninety (90) days from the date of the proposal opening.
11. No employee of the City of Woodburn shall be admitted to any share or part of this contract or to any benefit that may arise there from.
12. All Proposals shall be prepared and submitted by and at the cost of the Proposer, hence all costs associated with preparation and submission of the Proposal shall be borne by the Proposer.
13. The City has the indisputable right to accept or reject any offer, or part of any offer, or to cancel the RFP without giving any justification.
14. Authority to Bind Firm in Contract. Proposals MUST give full firm name and address of Proposer. Failure to manually sign proposal may disqualify it. Person signing

Proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT and include documentation showing such authority. Firm name and authorized signature must appear on proposal in the space provided in the lower right-hand corner.

PART 5

PROPOSAL SUBMITTALS

The City must receive proposals no later than **4:00 p.m. on June 13, 2019**. The City **will return** proposals received after this deadline, unopened, to the proposer. The City **will not** accept faxed or e-mailed proposals.

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.

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

Submission Format

Proposers shall respond to the RFP with a written proposal in the format outlined below. The Proposal shall include as a minimum the following sections arranged in the following specified order:

1. Title Page
2. Executive Summary Letter
3. Table of Contents
4. Management Skills and Technical expertise
5. Credentials of the Project Team
6. Task Understanding
7. Capability for a Timely Response
8. Compliance with Contractual Terms
9. Any supplemental information about your firm.
10. Appendices A through C.

Proposal Content

1. Title Page.

Proposer should identify the RFP subject, name of the individual or firm, local address, telephone number, fax number, name and title of contact person, date of submission, and period for which the proposal is effective (no less than 90 days).

2. Executive Summary Letter.

The Executive Summary Letter should not be more than two pages long and should include as a minimum the following:

- a. A brief statement of the proposer's experience and ability to meet the service objectives;
 - b. A positive commitment to perform the services within the time period specified; and
 - c. The names of persons authorized to represent the proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).
3. Table of Contents.

The Table of Contents should include a clear and complete identification by section and page number of the materials submitted.

4. Management Skills and Technical Expertise.

Include as a minimum:

- a. A list of five relevant projects completed within the past five years that best illustrate capabilities related to those required for this project, including description, scope, and project cost. Projects should encompass at least three of the different categories listed in Appendix A, General Guidelines.
- b. List three BOA Contracts for which the company is currently providing services to a client similar to the Town. Include a description of services performed for the client, contact person and a telephone number. Sub-consultants should provide this information as well.
- c. Information on delivery of projects on time and within budget. Provide execution time (contract/actual); construction cost (estimated/actual); and any problems encountered and solutions devised.
- d. Client's contact information
- e. Awards and letters of commendation received.

5. Credentials of the Project Team

Include as a minimum:

- a. Identification of Project Manager, and the office location of the Project Manager
- b. Staffing Plan, and the office locations of each person assigned
- c. Project Manager's portfolio of related projects
- d. Project Manager's resume
- e. Resumes of key project staff members including City of Woodburn or Marion County experience
- f. References

- g. If any sub-consultants are proposed, provide a list of tasks, the names, level of responsibility, and qualifications of those sub-consultants.
- h. Documentation of independent contractor status, (i.e., tax ID number, evidence of incorporation, legal status of entity providing service).
- i. 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, contractor 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 subcontractor or the awarding of a subcontract because the subcontractor is a minority, women, or SBE certified under ORS 200.055. (Required form included as "Appendix C.")

6. Understanding of Task Requirements

Provide a narrative describing how you intend to accomplish task requirements. Address your understanding of the requirements.

7. Capability for Timely Response

- a. Proximity of Proposer's office to Woodburn City Hall (driving time)
- b. Acknowledgement and understanding that there will be a required timeframe for completion and approval of the plans.

8. Compliance with Contractual Terms

- a. Complete Certification Form and Signature Sheet included at Appendix C
- b. Verify that insurance coverage is available (insurance certificates need not be submitted until the award stage) and express willingness to sign contract as written.
- c. List any proposed contractual terms and conditions that relate to the subject matter reasonably identified in this Solicitation Document or any its attachments. Note that failure to agree to terms required by Oregon State law or City of Woodburn purchasing rules may be grounds for disqualification of the proposal.

Overall Quality and Completeness of the Proposal will be reviewed for:

- 1. Completeness
- 2. Attention to Detail
- 3. Clarity
- 4. Organization
- 5. Appearance

PART 6

EVALUATION & SELECTION OF PROPOSALS

The City's Contract Selection Committee will independently read, review and evaluate each proposal, and selection will be made on the basis of the criteria listed below as depicted on the Proposal Evaluation Matrix contained herein.

Each proposal will be read and evaluated on the basis of the criteria listed. If further evaluation is deemed necessary, the Contract Selection Committee may conduct interviews and have discussions with the top ranked firms (usually the top three depending upon the number of proposals received). The City reserves the right, at its sole discretion, to make an award without interviews.

Once evaluations and interviews (if implemented) are completed, the Contract Selection Committee will finalize the rankings of the submitted proposals. Negotiations for a binding fee/rate schedule will then begin with the top ranked firm. If a contract acceptable to the City of Woodburn cannot be negotiated at rates considered fair and reasonable, negotiations shall be terminated with the top ranked firm and negotiations conducted with the next ranked firm, and so on. The Contract Selection Committee will conduct all subsequent negotiations and will make a recommendation to the City Council, serving as the Local Contract Review Board, for the resulting contract award. The City of Woodburn reserves the right to reject all Proposers and/or to withdraw this RFP at any time. The rankings shall remain confidential until after the City issues its Notice of Intent to Award the Contract.

**TO PROVIDE ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES
FOR THE WOODBURN WATER TOWER REPAINTING
PROPOSAL EVALUATION MATRIX**

Maximum Points: 100

FIRM:

	<u>MAXIMUM POINTS</u>	<u>SCORE</u>
1. Management Skills and Technical Expertise	25	_____
2. Credentials of project team	25	_____
3. Understanding of task and requirements	25	_____
4. Capability for a Timely Response	15	_____
5. Compliance with Contractual Terms	10	_____
Total	100	_____

What are the three primary reasons you have for recommending this firm?

What are the three primary reasons you have for rejecting this firm?

General Comments/Clarifications/Questions:

Reservation in Evaluation

The City reserves the right to negotiate with a Proposer over:

- The Statement of Work;
- Compensation level and performance schedules for future work pursuant to ORS 279C.110; and
- Any other terms and conditions as deemed necessary by the City.

Investigation of References

The City reserves the right to investigate and to consider the references and past performance of any proposer with respect to such things as its performance or provision of similar services, compliance with specifications and contractual obligations, and its lawful payment to suppliers, subcontractors and workers. The City may postpone the award or execution of the contract after the announcement of the notice of intent to award in order to complete its investigation.

Preferences

Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider, when procuring good and services for any public use, the City shall apply the applicable preferences described in ORS 279A.120 (Preference for Oregon goods and services) and ORS 279A.125 (Preference for recycled materials).

Proposal Rejections

The City reserves the right to:

- Reject any or all proposals not in compliance with all public procedures and requirements;
- Reject any proposal(s) not meeting the specifications set forth herein;
- Waive any and all irregularities in proposals submitted;
- Consider the competency of proposers in making any award;
- Reject all proposals; and
- Award any and all parts of any proposals.

Protests and Appeals

An affected person may protest the solicitation process or award of this contract. Protests must be submitted in writing and delivered in the form and manner prescribed by the Oregon Attorney General's Public Contracting Rules and the City of Woodburn Public Contracting Rules Ordinance.

PART 7

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 C." The agreement will incorporate the terms and conditions from this RFP document and the submitted proposal.

E.) *Proposal Rejection:*

- 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

- Notice of Intent to Award
 - The City shall give written Notice of Intent to Award the contract to all Proposers 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.

APPENDIX - A

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 _____, 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 Public Works Director 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 _____.

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 property of CITY, whether the Project for which they are made is executed or not.

SECTION 8 – CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement shall be considered as confidential by CONSULTANT until they are released by CITY to the public. CONSULTANT shall not make any such documents or

information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 – INTEREST OF CONSULTANT

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

SECTION 10 – CONSULTANT’S STATUS

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

SECTION 11 – Indemnity

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

SECTION 12 – INSURANCE

CONSULTANT shall provide and maintain:

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

B. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers Compensation in at least the minimum statutory limits.

D. All insurance shall:

1. Include CITY as an additional insured with respect to this Agreement and the performance of services in this Agreement.
2. Be primary with respect to any other insurance or self-insurance programs of CITY.
3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to CITY.
4. No changes in insurance may be made without the written approval of CITY.

SECTION 13 – NONASSIGNABILITY

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

SECTION 14 – RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

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

SECTION 15 –WAIVERS

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

SECTION 16 – STATE PUBLIC CONTRACT PROVISIONS

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

A. If CONSULTANT fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, CITY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONSULTANT by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the CONSULTANT or its surety from its obligation with respect to any unpaid claims.

B. CONSULTANT and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. CONSULTANT shall ensure that each of its subcontractors, if any, complies with these requirements.

C. CONSULTANT shall, upon demand, furnish to the CITY, written proof of workers' compensation insurance coverage. CONSULTANT is required to submit written notice to the CITY thirty (30) days prior to cancellation of said coverage.

D. CONSULTANT shall use recyclable products to the maximum extent economically feasible in the performance of the contract.

E. CONSULTANT is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

F. CONSULTANT agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. CONSULTANT agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of CONSULTANT's obligations under this Contract.

G. CONSULTANT shall:

G.1 Make payment promptly, as due, to all persons supplying to the CONSULTANT labor and material for the prosecution of the work provided for in the contract documents;

G.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;

G.3 Not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished; and

G.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

H. The CONSULTANT shall promptly as due, make payment to any person, 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.

SECTION 17 – NON-DISCRIMINATION CLAUSE

CONSULTANT 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 L. 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 contractor. 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 contractor, 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 subcontractor 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:

By:
Scott Derickson
Title: City Administrator
Date: _____

CONSULTANT:

By:

Title:
Date: _____

APPENDIX-B

ADDENDUM ACKNOWLEDGMENT

ADDENDUM ACKNOWLEDGMENT

Addendum Acknowledgment

The undersigned proposer acknowledges receipt of the following Addenda, and any required adjustments have been included in the proposal sum:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

CONTRACTOR _____

FIRM NAME _____

ADDRESS _____

ADDRES _____

APPENDIX-C
RFP SUBMISSION FORM

RFP SUBMISSION FORM

Engineering & Construction Management Services for Water Tower Repainting
SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company

Address

Contact Person

Title

Telephone No.

Fax No.

E-mail

Organized under the laws of State of

Principal place of business at

Following are names and addresses of all persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name	Address
_____	_____
_____	_____
_____	_____

The *City of Woodburn* requests, as a matter of policy, that any consultant or company receiving a contract of award resulting from this Request for Proposal issued by the City of Woodburn shall make certifications as specified below. Receipt of such certifications shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our company, partnership, or corporation, that no employee of the *City of Woodburn*, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

Signature _____

Date _____

Name (Printed) _____

Title _____

SECTION III – CONFLICTS OF INTEREST

The Proposer [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If such a conflict exists, the proposer is prepared to sign a non-disclosure agreement.

Signature _____

Date _____

Name (Printed) _____

Title _____

SECTION IV – COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, company, or person submitting for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____

Date _____

Name (Printed) _____

Title _____

SECTION V - NON-DISCRIMINATION CLAUSE

The proposer agrees not to discriminate against any client, employee, or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation, veterans status or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any proposer who is in violation of this clause shall be barred from receiving awards of any purchase order from COW, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Signature _____

Date _____

Name (Printed) _____

Title _____

SECTION VI - RESIDENCY CERTIFICATE
Please Check One:

_____ **Resident Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.**

-or-

_____ **Non-Resident Proposer: Proposer does not qualify under requirements stated above.**

Please specify your state of residence: _____

Signature _____

Date _____

Name (Printed) _____

Title _____