

# **CITY OF WOODBURN, OREGON**

## **Request for Proposals**

### **Design and Construction Management Services for the I-5 Pump Station & Force Main Upgrades**

**SUBMIT PROPOSAL TO:**

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

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# PROPOSAL ADVERTISEMENT

## Request for Proposals

### **Design and Construction Management Services for the I-5 Pump Station & Force Main Upgrades RESPONSE DUE NOVEMBER 1, 2018 AT 5:00 PM**

The City of Woodburn, Oregon is requesting proposals from qualified engineering firms with established experience in providing design and construction management services for municipal wastewater improvements, including design and construction of sanitary sewer pump stations and force main improvements. The primary project elements include:

- INSTALLATION OF 6,319 FEET OF SANITARY SEWER FORCE MAIN PIPE AND UPGRADING THE EXISTING I-5 PUMP STATION IN ACCORDANCE WITH THE WOODBURN WASTEWATER FACILITIES PLAN
- EVALUATION ANY DEFICIENCIES OR FUTURE CAPACITY LIMITATIONS OF THE I-5 PUMP STATION WASTEWATER COLLECTION BASIN

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 **5:00 PM on Thursday, November 1, 2018** at the Woodburn Public Works Department located at 190 Garfield Street Woodburn, OR 97071. All proposals shall be marked "Woodburn Public Works Department, Attn: I-5 Pump Station & Force Main Upgrades and Related Services, 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](mailto: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](mailto: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: September 28, 2018

**PART 1 OVERVIEW**

The City of Woodburn, Oregon is requesting proposals from qualified engineering firms with established experience in providing design and construction management services for municipal wastewater improvements, including design and construction of sanitary sewer pump stations and force main improvements. The primary project elements include:

- INSTALLATION OF 6,319 FEET OF SANITARY SEWER FORCE MAIN PIPE AND UPGRADING THE EXISTING I-5 PUMP STATION IN ACCORDANCE WITH THE WOODBURN WASTEWATER FACILITIES PLAN
- EVALUATION ANY DEFICIENCIES OR FUTURE CAPACITY LIMITATIONS OF THE I-5 PUMP STATION WASTEWATER COLLECTION BASIN

**PART 2 TIMELINE**

<u>Schedule</u>	<u>Activity</u>
September 28, 2018	Publication Advertisement for Proposals
October 23, 2018	Deadline for Submission of Proposer Questions
November 1, 2018	Deadline for Submission of Proposals
November 1 – November 9, 2018	Evaluation of Proposals
November 10, 2018	Notice of Intent to Award Issued
December 10, 2018	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 design and construction engineering services for the I-5 Pump Station & Force Main Upgrades. The Consultant shall be responsible for providing design and construction engineering services anticipated to include, but not limited to, planning, design, equipment selection, regulatory compliance, construction cost estimating, services during construction, and post construction support. An additional task will include evaluation of any deficiencies or future capacity limitations of the I-5 pump station wastewater collection basin.

### **Design Engineering**

The Consultant shall perform a thorough on-site review of the existing conditions. The City will provide the Consultant with any available project materials and information the Consultant finds beneficial to the design of the improvements. The Consultant shall complete the project design and produce final plans and specifications, including special provisions, to meet the project's overall design and construction schedule.

Final design 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, Building Department requirements, other agency requirements, City comments made during the review process, and DEQ requirements.

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

- Collect and review data necessary for project design.
- Conduct site inspections as necessary.
- Obtain required information needed for design engineering, such as surveying, utility locations, identification of obstructions, and determining site topography.
- Conduct topographic, boundary, and control surveying as needed for design.
- Coordinate and conduct meetings with City staff as needed and required.
- Coordinate work and related project issues with the City and other public agencies.
- Identify any projects needed to mitigate immediate sanitary sewer system deficiencies and provide future capacity for anticipated growth within the current urban growth boundary for the I-5 Pump Station wastewater basin.
- Secure any permits required for the project.
- Identify any needed easements or ROW required for the project work, complete property surveys and prepare easement documents as required for all easement and ROW needs.
- Identify all land-use approval process issues.
- Prepare an overall design, bid, and construction master project schedule.
- Review and verify recommended sizing of pumps and lift station.
- Review and verify recommended sizing and alignment of force main.

- Provide alternatives for operation of the lift station and force main.
- Provide final design and architectural style of the wet weather lift station building consistent with the characteristics of the neighborhood.
- Include a security system for the site and new lift station.
- Design the System Control and Data Acquisition (SCADA) system consistent with current standards for SCADA systems and consistent with existing City facilities.
- Design primary and emergency power requirements for the project.
- Identify and coordinate with private utilities any needed relocation or extension of their utilities. Conduct on-site meetings with all private utility representatives.
- Provide complete hydraulic calculations for design flows and total pump station capacity.
- Prepare contract documents, final plans, and special provisions for the project. Construction drawings shall be prepared using the AutoCAD computer format. The City's bid documents are half size 11" x 17". Full size 24" x 36" drawings are made available on request to the successful contractor.
- Prepare a detailed project construction cost estimate.
- Answer bidders' technical questions during bidding phase of the construction contract documents.
- Prepare any required addenda during bidding.

The City reserves the right to initiate conferences with the Consultant to review the work in progress at any time. At a minimum, regular project meetings shall be arranged by the Consultant at all significant project milestones, such as at the beginning of the design phase, and at 30-percent, 60-percent, and 90-percent completion milestones. The City will provide timely responses regarding all project issues and questions that might arise. The City will advertise project and distribute the bid documents.

### **Construction Engineering**

The requirement of the Construction Engineering phase includes quality control and technical inspection and project documentation. Construction Engineering shall include all services required for construction of improvements in accordance with the plans and specifications, including, but not limited to, the following:

- Organize and administer a pre-construction meeting and follow-up meetings as necessary.
- Administer weekly project progress meetings, as necessary for coordinating overall project progress with the City.
- Provide construction survey control and staking as required.
- Review project shop drawings and submittals.
- Provide and facilitate submittal of Operation and Maintenance Manual to DEQ before the Project is fifty percent (50%) complete.
- Provide and facilitate submittal of Operation and Maintenance Manual for DEQ approval before the Project is ninety percent (90%) complete.
- Provide and facilitate submittal of draft Performance Standards before the Project is fifty percent (50%) complete.
- Provide any necessary technical construction inspection.
- Conduct all necessary quality control and quality assurance testing.
- Keep daily inspection logs.

- Resolve outstanding private utility conflicts not fully addressed during the design phase.
- Proactively address issues as they arise during construction of the improvements. Enforce and defend contract documents, construction drawings, and specifications.
- Review and respond to any design interpretation requests submitted by the Contractor.
- Coordinate testing and secure permits required by building codes and the City of Woodburn Building Department.
- Assist the City in preparing any needed change orders for the project.
- Review and approve construction progress payments for the project.
- Produce computer-based AutoCAD record drawings and provide digital file to the City.
- Conduct final inspection and prepare a completion punch list for the improvements.
- Work with staff during startup of the new facilities.
- Provide detailed project notebooks summarizing design decisions, technical calculations, correspondence, manufacturers' data and related support information. Project notebooks shall be submitted in hard copy, indexed format, and in electronic, html format with links to major sections.

## **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, Five proposals shall be submitted, 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 posted electronically on the City website. It is the responsibility of the Proposer to frequent the City website to obtain and download addendums and any other applicable information prior to proposal submission.
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. After the time fixed for the opening of responses for this RFP, only the names of the proposers will be 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**

### **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 E.

### **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 three 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

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 E

- 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.

**I-5 PUMP STATION & FORCE MAIN UPGRADES CONSULTING SERVICES  
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?

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

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General Comments/Clarifications/Questions:

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### 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 SAMPLE CONTRACT 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 \_\_\_\_\_ (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 \_\_\_\_\_ is 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 Public Works Director or assigned delegate. CITY shall provide written notice to CONSULTANT if CITY changes its contact person.

#### **SECTION 4 – TERM**

This Contract is effective on the date of last signature below and terminates three (3) years from that date, with an option to mutually renew the contract for up to two (2) additional one (1) year terms.

#### **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 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.

**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 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:  
Public Works Department  
190 Garfield Street  
Woodburn, OR 97071

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: \_\_\_\_\_

## **PART 8 GENERAL INFORMATION**

### Late Proposals

- LATE Proposals will be returned to Proposer UNOPENED, if RFP number, acceptance date and Proposer's return address is shown on the container.

### 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.

### Delivery

Proposer must show number of days to complete delivery according to the City of Woodburn's schedule which will be determined for each assignment. Consistent failure to meet delivery promises without valid reason may cause removal from proposers list. Delivery shall be made during normal working hours only, 9 a.m. to 5 p.m., unless prior approval for late delivery has been obtained from the City of Woodburn.

### Delays

If delay is foreseen contractor shall give thirty (30) days prior written notice to the Public Works Director. The City of Woodburn has the right to extend delivery date if reasons appear, in the sole discretion of the City of Woodburn to be valid. Contractor must keep the City of Woodburn advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Public Works Director to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting contractor.

### Inquiries

Inquiries pertaining to Request for Proposals must give RFP number, title and acceptance date.

### Rights of the City of Woodburn

The City of Woodburn reserves the right to accept or reject all or any part of any Proposal, waive minor technicalities and award the contract to best serve the interest of the City of Woodburn.

### Prohibition as Subcontractors

No Contractor who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to who the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

### Competition Intended

It is the City of Woodburn's intent that this Request for Proposals (RFP) permits competition. It shall be the proposer's responsibility to advise the City of Woodburn in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

### Proprietary Information

It is the responsibility of each Proposer to clearly mark any part of his Proposal considered to be of PROPRIETARY OR CONFIDENTIAL NATURE. Proposers shall not mark sections of their Proposal as PROPRIETARY OR CONFIDENTIAL if they are to be part of the award of the contract and are of a "Material" nature.

### Subcontractors

Proposers shall include a list of all subcontractors in their Proposal. Proposals shall also include a statement of the subcontractors' qualifications. The City of Woodburn reserves the right to reject the successful firm's selection of subcontractors.

### Safety

All consultants and sub-consultants performing services for the City of Woodburn are required to comply with OSHA standards and accepted safety rules and regulations.

### Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Department of Public Works Director of the City of Woodburn or his authorized representative(s). The firm shall not comply with request and/or orders issued by other than the Department of Public Works Director or his authorized representative(s) acting within their authority for the City of Woodburn.

## Invoicing and Payment

The Contractor shall submit invoices, in triplicate, upon completion of each project, such statement to include a detailed breakdown of all charges for that monthly period and the City of Woodburn Purchase Order Number. No invoice will be paid which does not reference the City of Woodburn Purchase Order.

Invoices shall be based upon actual services rendered and actual hours of performance. All such invoices will be paid promptly by the City of Woodburn unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

City of Woodburn  
Public Works Department  
Attn: Public Works Director  
190 Garfield Street  
Woodburn, OR 97071

## Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data is necessary to enable an exact interpretation of provisions of this request, revisions will be posted electronically on the City website. It is the responsibility of the Proposer to frequent the City website to obtain and download addendums and any other applicable information prior to proposal submission.

## Withdrawal of Proposal

- a. All Proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for submittal.
- b. Proposals may be withdrawn on written request from the Proposer at the address shown in the solicitation prior to the time of acceptance.
- c. 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.

## **APPENDIX-A**

### **ORGANIZATIONAL CHART AND RESUMES OF KEY STAFF**

**APPENDIX-B**  
**REFERENCES**

**APPENDIX-B**

Reference for:

Proposers shall provide references on this form.

1. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

2. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

3. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

4. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

**APPENDIX-C**  
**PROPOSER'S QUALIFICATION STATEMENT**

**APPENDIX-D**  
**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-E**  
**RFP SUBMISSION FORM**

**RFP SUBMISSION FORM**

Architectural/Engineering & Related Services

**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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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** \_\_\_\_\_