

REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ENGINEERING SERVICES



FOR THE
CITY OF MOLALLA, OREGON

WATER INTAKE RECONSTRUCTION

PROJECT 22-29

RFP DUE DATE: April 18, 2024 – 2:00PM

**PLACE: Community Development Dept.
315 Kennel Ave, Molalla, OR 97038**

PROJECT SCHEDULE

REQUEST FOR PROPOSALS ISSUED	March 6, 2024
ON-SITE PRE-PROPOSAL CONFERENCE (<u>Mandatory</u>)	March 20, 2024 2:00 PM
LAST REQUEST DATE FOR INTERPRETATION OF THE RFP DOCUMENT	March 27, 2024 2:00 PM
LAST DATE FOR RFP SCOPE PROTEST	April 3, 2024 2:00 PM
RFP SUBMITTAL DEADLINE	Thu April 18, 2024 2:00 PM
CONSULTANT INTERVIEWS (if held)	April 22 to April 26, 2024
ANTICIPATED INTENT TO AWARD OR REJECTION OF ALL PROPOSALS	April 30, 2024
LAST DATE TO PROTEST AWARD	SEVEN (7) DAYS AFTER THE INTENT TO AWARD
POTENTIAL CITY COUNCIL CONTRACT APPROVAL	May 22, 2024
ESTIMATED NOTICE TO PROCEED	May 28, 2024
ESTIMATED WATER INTAKE RECONSTRUCTION FEASIBILITY/ PRE-DESIGN COMPLETION DATE	November 29, 2024
SCOPE AND FEE FOR FINAL DESIGN NEGOTIATED & APPROVED BY CITY COUNCIL	December 11, 2024
FINAL DESIGN COMPLETED	May, 2025
BIDDING AND CONSTRUCTION PHASE	16-months
PROJECT COMPLETION DATE	October, 2026

NOTE: All above dates are approximate and subject to change at the sole discretion of the CITY.

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SECTION 1
REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS

Notice is hereby given that the City of Molalla, Oregon - Community Development Department, through its City Council, will receive sealed proposals per this RFP until **2:00 P.M. April 18, 2024**, for providing:

**PROFESSIONAL ENGINEERING DESIGN SERVICES
FOR THE
CITY OF MOLALLA - WATER INTAKE RECONSTRUCTION**

No proposals will be received or considered after that time.

The City of Molalla, Oregon – Community Development Department, hereinafter referred to as CITY, invites qualified firms to submit a proposal to provide professional engineering services for the Water Intake Reconstruction project.

Proposal packets are available for download on the City website at www.cityofmolalla.com/rfps . It will be the sole responsibility of the Proposers downloading this RFP packet to check back regularly and to download updates and/or addendums that may also be posted at a later date on this website. The CITY will not mail or email notice of addenda issued but will publish all addenda on the City’s RFP website. Sealed proposals are to be delivered before the designated deadline to Mac Corthell, Community Development Department, 315 Kennel Ave., Molalla, OR 97308. It will also be the sole responsibility of any RFP respondent to ensure that their proposal package has been received prior to the posted deadline. Proposals will be opened at the Molalla Civic Center - Community Development Department, 315 Kennel Ave., Molalla, OR 97308, at the designated time. Electronically mailed or faxed proposals will not be accepted.

Each proposal must contain a statement as to whether the proposer is a resident proposer, as defined in ORS 279A.120. This **is not** a public work contract subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

A mandatory Pre-Proposal conference will be held on March 20, 2024, at 2:00pm local time at Molalla Civic Center - 315 Kennel Avenue, Molalla, OR 97038.

The Molalla City Council, acting as the Governing Body and Local Contract Review Board, reserves the right to reject any and all proposals not in compliance with all prescribed public bidding procedures and requirements, may reject for good cause any and all proposals upon the finding that it is in the public interest to do so, and may waive any and all informalities deemed in the public interest. In the award of the contract, the Molalla City Council, acting as the Governing Body and Local Contract Review Board of the Community Development Department, will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of the CITY, and will reserve the right to award the contract to the consultant whose proposal they deem best for the public good.

Dated this 6th day of March 2024

Mac Corthell Digitally signed by Mac Corthell
Date: 2024.03.01 09:30:39 -08'00'

Mac Corthell, Community Development Director

SECTION 2
INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS

2.1 GENERAL

Proposers must study carefully and conform to these "Instructions to Proposers" so that their proposals will be deemed complete, in conformance with requirements and acceptable.

2.2 PROPOSALS

All proposals shall be legibly prepared and comply in all regards with the requirements of this solicitation.

Proposals carrying orders or qualifications may be rejected as irregular.

The Proposal Response Form must be signed in ink in the blank spaces provided herein (Section 4). If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it must be signed in the name of such corporation by an official who is authorized to bind the consultant.

2.3 MANDATORY PRE-PROPOSAL CONFERENCE

A **MANDATORY** Pre-Proposal Conference will be held at the Molalla Civic Center - Community Development Department, 315 Kennel Ave., Molalla, OR 97308 at the designated date and time in the Project Schedule. Key Community Development staff members knowledgeable of the existing water intake system will attend the meeting. Proposers must provide a list of anticipated questions to the Community Development Departments designated Project Manager at least 72 hours in advance of the pre-proposal conference. These questions submitted as a single communication per proposer will be accepted by either mail or email, with a preference for email.

All questions and answers will be documented in an addendum posted on the City's RFP website not later than **seven days** prior to the date fixed for the opening of proposals.

This pre-proposal conference is the primary means for discussing the project with Community Development staff. Please do not contact any Community Development staff outside of this pre-proposal conference, other than Dewayne Kliewer, PE – designated Owner's Representative and designated Project Manager, at dkliewer.nps@gmail.com or 503-619-7627,

2.4 DELIVERY OF PROPOSALS

All proposals must be submitted in a sealed envelope, bearing on the outside the name and address of the proposer, the name of the project (**CITY OF MOLALLA, OREGON – WATER INTAKE RECONSTRUCTION**) for which the proposal is submitted and the time and date of the scheduled opening. All sealed proposals must be received before the stated deadline by Mac Corthell, Community Development Director, Community Development Department, 315 Kennel Ave., Molalla, OR 97308. If the sealed proposal is not hand-delivered in person by the proposing firm, the proposal must be enclosed in another envelope addressed to Mac Corthell, Community

Development Director, Community Development Department, 315 Kennel Ave., Molalla, OR 97308.

Each proposal must contain one (1) original, four (4) copies and a searchable PDF of the entire proposal on a USB flash drive.

2.5 RECEIPT AND OPENING OF PROPOSALS

Proposals will be received by the designated individual in this RFP at the address indicated, until the time fixed in the posted deadline for responses. Proposals received after the time so designated will be considered late proposals and will not be opened.

No responsibility will be attached to any official of the CITY for the premature opening of, or the failure to open, a proposal not properly received, addressed or identified.

The responses will be considered by the CITY to have been submitted in confidence. At the time fixed for the opening, the proposals shall be opened so as to avoid disclosure of contents to competing proposers, the public and the media during the process of evaluation and negotiation. Only the names of the offerors submitting proposals are read publicly. No other information will be disclosed during the evaluation and negotiation process unless required by law. A register of proposals will be prepared and open for public inspection after contract award along with the contents of the responses (except for sections clearly and appropriately labeled as “Proprietary Information”).

2.6 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written request received from the proposers prior to the time fixed for opening.

Submitted proposals must be valid for at least 120 days after the proposal submittal deadline.

2.7 MODIFICATION

Any proposer may modify his/her proposal by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the scheduled closing time.

2.8 ACCEPTANCE OR REJECTION OF PROPOSALS

In the award of the contract, the City of Molalla City Council, acting as the Governing Body of the City of Molalla Community Development Department, will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of the CITY, and reserves the right to award the contract to the proposer whose proposal is deemed best for the public good. The City of Molalla City Council reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure or irregular may be rejected. Only one proposal response will be accepted from any one firm or association. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

2.9 ADDENDA AND INTERPRETATIONS

No oral interpretations shall be made to any proposer as to the meaning of any of the RFP documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation of the RFP documents must be made in writing and received by the designated Project Manager and, to be given consideration, must be received **by the time designated in the Project Schedule**. Any and all such interpretations will be posted on the City's RFP website for all prospective proposers not later than seven days prior to the date fixed for the opening of proposals. Failure of any proposer to download any such addendum or interpretation from the City's website shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

2.10 NONDISCRIMINATION

The successful proposer agrees that, in performing the work called for by this proposal and in securing and supplying materials, the proposer will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex or sexual orientation, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.11 PREPARATION OF OFFERS

Proposers are expected to examine the RFP scope, schedules and all instructions. Each proposer shall furnish all information required by the solicitation. Proposers shall fill in, sign and submit the Proposal Response forms (Section 4) with their proposal. Proposers are to also print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. Proposals signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

2.12 SPECIFICATIONS/SCOPE LIMITING COMPETITION

Proposers may comment on any requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the requirements. Such comments shall be formal in writing, and are to be addressed to:

City of Molalla – Community Development Department
315 Kennel Ave., Molalla, OR 97308
ATTN: Dewayne Kliever, PE
RFP Specification/Scope Protest
**Professional Engineering Services Related to the
City of Molalla – Water Intake Reconstruction**

Such comments shall be received by the designated individual no later than the deadline stipulated for this item in the Request For Proposal Project Schedule. No comments will be accepted after that time.

2.13 EMPLOYEES NOT TO BENEFIT

No employee or elected official of the CITY shall be admitted to any share or part of this contract or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2.14 CITY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the CITY unless otherwise provided for in this Request for Proposals.

2.15 NOTICE OF INTENT TO AWARD

The notice of intent to award of the contract by the CITY shall constitute a final decision of the CITY's intent to award the contract if no written protest of the award is filed with the CITY's designated Project Manager within **seven (7)** calendar days of the notice of intent to award. If a protest is timely filed, the award is a final decision of the CITY's intent to award only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying protest shall be sent by mail and/or email to every proposer who submitted a proposal to this RFP.

Right to Protest: Any actual proposer who is adversely affected or aggrieved by the CITY's award of the contract to another proposer on the same solicitation shall have **seven (7)** calendar days after notice of intent to award has been issued to submit to the CITY's designated Project Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protester must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The CITY will not entertain protests submitted after the time period established in this rule.

2.16 REIMBURSEMENT

There is no expressed or implied obligation for the CITY to reimburse responding firms for any expenses incurred in preparing a proposal in response to this request. Proposers responding to this RFP do so solely at their own expense. Finalists invited to participate in interview evaluations are also doing so at their sole expense. The CITY is not liable for any costs incurred by a Proposer in protesting any portion of the RFP document or in the CITY's selection decision.

2.17 DEFAULT

The CITY may, subject to the provisions of paragraph (4) below, by written notice of default to the Consultant, terminate the whole or any part of the negotiated Personal Services Agreement (contract) in any one of the following circumstances.

1. If the Consultant fails to make delivery of or perform the services within the time specified herein or any extension thereof; or
2. If the Consultant fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
3. In the event the CITY terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, supplies or services similar to those terminated, and the Consultant shall be liable to the CITY for any excess costs for such similar supplies or services; provided, that the Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. Except with respect to defaults of subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the CITY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Consultant and sub consultant, and without the fault or negligence of either of them, the Consultant shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery schedule.
5. The rights and remedies of the CITY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in paragraph (4) of this clause, the terms "subconsultant" and "subconsultants" mean subconsultant(s) at any tier.

2.18 PAYMENTS

The selected Consultant shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the negotiated contract for services rendered and accepted, less deductions, if any, as provided.

1. No claims will be considered for payment until the accurate record for the purposes of computing compensable time and services are rendered, and said records are submitted by the end of each month for payment by the CITY.
2. Payments will be made monthly, or as agreed, within 30 days following receipt of any claims supported by an invoice and a duplicate.

3. For a period of one year after payment of any claim, CITY reserves the right, under this contract, to recover any damages due the CITY as specified in the Clause of this contract entitled "Default".

2.19 PROPOSER QUALIFICATIONS

Proposers must be qualified in accordance with applicable state law and matters which can in any way affect the work hereof in order to enter into a contract with CITY.

2.20 LITIGATION

In the event litigation is necessary the Consultant agrees that such will be conducted in the courts of Clackamas County and/or the State of Oregon.

2.21 SUBCONSULTANTS

The Consultant shall not use subconsultants to perform the Work unless specifically pre-authorized in writing to do so by the CITY. The Consultant represents that any employees assigned to perform the Work, and any authorized subconsultants performing the Work, are fully qualified to perform the tasks assigned to them and shall perform the work in a competent and professional manner. The Consultant shall provide, if requested, any documents relating to subconsultant's qualifications to perform required Work.

2.22 CITY REQUEST FOR CLARIFICATION OF PROPOSALS

The CITY reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of the proposer to respond to such a request for additional information of clarification could result in rejection of the firms' proposal.

2.23 OWNERSHIP

The CITY retains sole ownership of all materials and digital images used to create and research all deliverables defined in the document. All work products of the Consultant which result from this contract ("the work products"), except material previously and mutually identified as confidential, shall be provided to the CITY upon request and shall be considered the exclusive property of the CITY. In addition, if any of the work products contain intellectual property of the Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, the Consultant hereby grants the CITY a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for CITY business, all such work products, including but not limited to: databases, templates, file formats, scripts, links, procedures, material, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the CITY or produced by the Consultant under this contract.

SECTION 3
SCOPE OF WORK

SCOPE OF WORK

3.1 INTRODUCTION AND BACKGROUND

The City of Molalla – Community Development Department (CITY) has identified the need for well-qualified and experienced professional engineering consulting services to provide preliminary and final design for the Water Intake Reconstruction.

The existing water intake on the Molalla River was hurriedly designed and installed shortly after the 1996 floods wiped out the intake and pump station constructed on its banks only a few short years before that flood. This current intake was to be a temporary installation until a final intake could be designed, permitted and permanently installed.

Clearly, the Molalla River is noted for its often-changing thalweg (main channel) and the impacts it has on facilities in or near the river.

3.2 TERM OF SERVICE

The contracts resulting from this Request for Proposals (RFP) shall be valid for a period of approximately 3-years.

3.3 BUDGET

The CITY anticipates that this preliminary/feasibility effort could be around \$200,000 and that the full Water Intake Reconstruction design contract could add another \$200,000, subject to final scope and fee negotiations.

3.4 SCOPE OF WORK

The Water Intake Reconstruction Preliminary Design effort is to define the best option for the City's replacement water intake system, by evaluating existing and past intake systems, the results from verified site constraints, conducted bathymetric surveys and hydrological modeling, property availability, water rights, projected peak water flow rate needs, permitting agency requirements, projected construction complexities and costs, and additional pertinent information.

After City and Consultant have agreed to final results of the preliminary design summary report, it will then become the basis for defining the scope and the negotiated budget for the final design, bidding/construction documents and services during construction for the selected water intake reconstruction option.

General tasks are to include:

TASK 1 – PROJECT MANAGEMENT

1.1 Project Administration

The Consultant shall provide a Project Administration Plan to direct, coordinate, and monitor the project activities – including budget, schedule, and responsibilities in the contract with the CITY.

1.2 Quality Assurance and Quality Control (QA/QC) Reviews

The Consultant shall conduct internal Quality Assurance and Quality Control meetings and follow up with technical experts as necessary during this project.

1.3 Coordination Meetings

The Consultant is to provide monthly video conference meetings between the Consultant and CITY personnel to review project progress, project challenges, and project findings.

At all times the Consultant is to ensure that the designated CITY Project Manager is kept up to date and agrees with the status, direction, objectives and deliverables of the project.

TASK 2 –PROJECT KICKOFF AND EXISTING INTAKE SYSTEM EVALUATION

2.1 Project Kickoff and Overview

The Consultant shall initiate and coordinate the project kickoff meeting. For this meeting the Consultant is to prepare an agenda, invite all key attendees and be ready to discuss the schedule, scope and coordination of the project.

2.2 Evaluate Existing Water Intake System

The Consultant shall fully analyze the existing water intake system available data and identify data gaps. Work would include evaluation and confirmation of:

- Capacity
 - A soon to be constructed water reservoir at the water treatment facility will bring storage capacity to a reliable 4.0 MG.
 - Current peak flows are reported to be in the 2.0 MGD range, but are projected to be over 3 MGD in near future.
 - Confirm capacity of conveyance facilities from the intake system all the way **to** the water treatment facility.
- Current condition of systems from intake to water treatment plant.
- Current intakes vulnerabilities during all seasons
 - It is reported that the two existing stainless steel intake T-screens in the current location have to be dug out every year, as it gets covered over with river rock moved in by winter flows. City staff suggests looking at a site about 75-feet upstream for a possibility for new intake.
 - The air blow-off system intended to keep existing screens clear of debris and algae growth is reported to be seriously inadequate.

- Summer flows get close to exposing top of screens at current intake flows.
- Most of the previous 1992 pump station/intake facility was wiped out during the 1996 floods. The stainless steel intake screens under the river bed may still be there – viability unknown.
- Existing water right viabilities
 - Current water rights between that on the Molalla River and the transferred rights from Trout Creek total 7 cfs
- Evaluate current permits from the various agencies having jurisdiction – and determine their adequacy for current conditions.

TASK 3 –EVALUATE CITY’S FUTURE WATER INTAKE SYSTEM NEEDS

3.1 Determine capacity required for a reconstructed water intake.

- City would prefer to maximize their water rights and have capacity capable of extracting the full 7 cfs water right from the reconstructed water intake system.
- Confirm adequacy of projected water storage capacity.
- Confirm adequacy of conveyance piping and pump station from proposed water intake reconstruction to water treatment plant.

TASK 4 FEASIBILITY/PRE-DESIGN EVALUATION OF OPTIONS FOR A RECONSTRUCTED WATER INTAKE

4.1 Evaluation tasks would include a full response to the following:

- Would a completely new single water intake be the best option?
- What type of intake system would be best for the characteristics of this section of the Molalla River? Provide preliminary design level concepts.
- Provide bathymetric survey in the area where a reconstructed or new water intake will be evaluated as an option.
- Provide all geotechnical subsurface investigations needed to support design.
- Provide all ecological, environmental, and cultural resource assessments appropriate for this effort.
- Confirm that providing a hydraulic model of this area of the Molalla River would be best completed during the initial predesign/feasibility evaluation of potential sites for a new water intake.
- Identify additional property or easements that would be necessary.
- List the permitting agencies, required consultant/City effort levels, costs, likelihood of approvals and timelines to attain necessary permits for the various options.
 - Consultant will coordinate a pre-application meeting early in the effort with the key permitting agencies to discuss feasibility of the various water intake options being evaluated. Agencies are likely to include USACE, FEMA, DSL, ODWS, OWRD, ODEQ, EPA, Clackamas County WES, etc.
- Explain seasonal construction restraints and potential environmental/permitting impacts for each option considered.

- Provide preliminary pros/cons and construction budgets for the various viable options. Develop a rating system that ranks the top three options based on an agreed to criteria, including things like:
 - reliability of system
 - ease of and cost for maintaining the system
 - projected annual costs to operate the system
 - ease of construction
 - cost of construction
 - ability to obtain permitting approvals
 - additional properties or easements needed
 - time required to getting system online
- Include a preliminary evaluation of adding municipal groundwater wells that could be developed under a future project for a backup water supply for City’s needs.
 - Provide initial findings for feasibility of groundwater sources sufficient for a City backup water source; likely well depths required; likely gpm availability and likelihood of permitting agency approvals.

TASK 5 – DEVELOP FULL SCOPE AND BUDGET FOR FINAL DESIGN PHASE

5.1 Provide fully detailed scope and negotiated budget for the full final design, permitting and construction phase, including:

- Preparing permit applications for submittal to the various agencies having jurisdiction and coordinate with said agencies throughout the review process to ensure timely issuance of needed permits. Consultant to respond to comments from the regulatory agencies and revise the design as needed to address agency comments, as approved by City.
- Design and finalize engineered construction design plans, prepare technical specifications, update opinions of probable construction costs and other documents required for bidding and construction of the improvements to the City’s water intake system. Deliverables will be required at review intervals by City, initially identified as 30% permit level, 60% and 90% (final with comments).
- Establish an agreed to schedule for the deliverables.
- Continued regular update meetings with City Project Manager and key City staff (minimum monthly).
- Include bidding and construction phase services.

TASK 6 – COMPLETE FINAL DESIGN AND PERMITTING PER DEVELOPED SCOPE

6.1 Provide the deliverables as identified in the full design and permitting scope agreed to between City and Consultant.

TASK 7 – PROVIDE BIDDING AND CONSTRUCTION PHASE SERVICES

7.1 The Consultant is to complete bid-level plans, specifications and bidding forms into the final bid package, as approved by Owner (City).

7.2 The Consultant is to assist the City of Molalla with the bid advertisement, scheduling and coordinating a mandatory pre-bid meeting at the City, responding to questions from potential bidders and developing addenda as needed, assist City in the review of bids received and make a recommendation to the City of the Contractor selection.

7.3 During construction, Consultant is to:

- Release design plans and technical specifications “For Construction”.
- Coordinate meetings with the Contractor and City’s Project Manager, including the Pre-Construction meeting and regular progress meetings (minimum bi-monthly).
- Review and respond to RFI’s, RFC’s, submittals, and payment applications.
- Track construction progress and schedules.
- Review, negotiate and make recommendations to City’s Project Manager for any required Change Orders
- Provide the option for a well-experienced and highly detailed full-time construction inspector, along with a well defined scope of expectations for that individual.
- Confirm that required performance expectations are being met and documented./
- Conduct final construction punch lists along with City Project Manager.
- Manage final closeout and compliance documentation and approvals.
- Provide complete as-built record drawings in CAD and PDF formats, per City-approved standards.

3.5 AVAILABLE INFORMATION AVAILABLE FOR PROPOSAL

The following documents will be available to all proposers, some in digital format – many currently available on the City’s website at <https://www.cityofmolalla.com/documents> :

1. Design plans and/or as-built plans for most of the existing infrastructure relative to the water intake system.
2. Topographic surveys of some areas around the water intake system
3. 2020 Water System Master Plan
4. Existing water intake pump station and conveyance system to the water treatment facility.
5. Water right documentation
6. Property ownership and easements benefiting the City in intake vicinity
7. Available permits provided from some of the agencies on past intake system projects.
8. Current permits relative to water intake system
9. GIS information

3.6 QUESTIONS ON THE INFORMATION IN THIS RFP

Questions shall be addressed to:

City of Molalla – Community Development Department
Attention: Dewayne Kliewer, PE – Owners Rep/Project Manager
315 Kennel Ave., Molalla, OR 97308
Phone: 503-619-7627
Email: dkliewer.nps@gmail.com

SECTION 4

**PROPOSAL CONTENT REQUIREMENTS AND RESPONSE
FORMS**

(Return All Forms Included In This Section)

PROPOSAL CONTENT REQUIREMENTS AND RESPONSE FORMS

4.1 PROPOSAL CONTENTS

All proposals shall be 8 ½” X 11” with a minimum font size of 11 point (including tables). The CITY encourages the use of recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document. Responses may be double-sided and are to be stapled; the page numbers are to be consecutive and marked on each page. No wax page dividers or non-recyclable materials should be included in the proposal.

The proposal should be limited to a separate maximum two (2) page cover letter, up to twenty (20) pages maximum for the proposal, and an additional five (5) pages to provide an overview of the Proposer’s Team, highlighting their experience, qualifications and technical capacities relevant to this project. Double-sided printing is encouraged, but not mandated. The total page limitation is for actual printed pages (one page per single-sided, two-pages for double sided). A table of contents, a slip sheet between sections and front and back cover will not count towards that page count maximum. #

The required Sample Raw Water Intake bid docs and the mandatory Proposal Response form will not count against the twenty (20) page count proposal limitation.

Any proposer supplied material that is to be considered confidential to the extent allowed under Oregon Public Records Law must be so marked with statutory exemption asserted. The CITY reserves the right to solicit additional information, including interviews or proposal clarification from the firms or any one firm submitting a proposal, should the CITY deem such information necessary.

One (1) signed original, One (1), searchable PDF electronic copy on USB flashdrive, and four (4) copies of the proposal shall be submitted no later than the **STIPULATED PROPOSAL SUBMITTAL DEADLINE IN THE PROJECT SCHEDULE**. The original shall be prominently marked as “Original.” The outside of the proposal shall plainly identify the subject of the submittal and the name and address of the submitting firm. The proposal shall be packaged and delivered as stipulated in **SECTION 1 - REQUEST FOR PROPOSALS** . Electronically mailed or faxed proposals will not be accepted.

4.2 DETAILED SUBMITTAL REQUIREMENTS

All proposals must be submitted in the format shown below:

4.2.1 Mandatory Proposal Response forms – (1 Form)

The Proposal Response form is required to be submitted with the Proposal. The form is found in this section (Section 4); **failure to return this form with the submitted proposal will result in the automatic rejection of the proposal as non-responsive.**

4.2.2 Introductory Cover Letter (max 2 pages)

The cover letter should identify the proposing entity, the contact for issues about the proposal including name, address, telephone number, fax number, and the title of the person authorized to represent the respondent.

4.2.3 Project Understanding and Approach

A descriptive narrative explaining the Proposing Consultant's insights and understanding of the described project shall be included in the submitted response. Further, this narrative should delineate the consultant's approach to the project and provide an anticipated project schedule with relative detail and its relationship to the intended approach.

4.2.4 Experience/References

The consultant shall demonstrate comprehensive experience on raw water intake projects within the past fifteen (15) years.

Describe the specific role each key person will assume on the proposed project team. Identify the project manager, lead engineer or other professionals for each major discipline including hydraulic modeler, and other key personnel and the length of tenure each has with the project team's proposed firm(s). Provide a description or graphic that shows how this staff will be organized. Include specific recent experience and qualifications for these individuals.

Identify the location of the office of the lead firm in which the professional services will be performed. List the team members located in this office. Identify all other office locations where project work will be accomplished and which team members will be located there. If sub-consultants or joint venture partners are proposed as part of the team, state the reason for their involvement.

Identify the firm's (including partners and sub-consultants) accomplishments in similar projects (size and scope). List projects managed or implemented by key staff on similar projects – and reference key staff's proven ability to successfully complete similar projects on time and within budget. List all the raw water intake projects completed by the lead firm, or in progress, in the last fifteen years in the Pacific Northwest. Include a contact name, email, and phone number for the owner of each project.

4.2.5 Contract Work Plan

Provide a work plan identifying the main elements of the work proposed to be completed. This work plan should be sufficiently detailed and formatted so that it can be attached to an agreement.

Describe the purpose and products to be delivered for each work element.

Submit a preliminary schedule for completion of the project. The target dates in the Project Schedule are approximate only and can be changed. Identify key milestones and the actions that may be required from other sources outside of the proposed project team, including the CITY and regulatory agencies.

4.2.6 Project Management

Describe the project management methods that will be used to control the consultant's scope, budgets, quality, and schedule consistent with CITY's goal to upgrade current water intake facilities to maximize projected capacity and meet regulatory requirements. Also

indicate general methods for liaison and communications with the City's Project Manager and for progress reporting.

Describe the procedures and tools for managing the decisions that resolve issues raised in the feasibility/pre-design stage. Show how the system will help to develop the scope of the final design effort. Describe the systems to be employed to control project scope changes, document distribution and retrieval, project schedule, quality, and cost.

4.2.7 Quality Assurance/Quality Control Plan

Describe the project team's Quality Assurance/Quality Control (QA/QC) Plan for the work proposed. Do not underestimate this aspect of the work scope, as it is an extremely important element to the CITY.

4.2.8 Sample Raw Water Intake bid docs

Proposers shall submit one copy of a raw water intake project developed by the consultant's key project team members. The plan will be returned at the conclusion of the selection process, if so requested.

Note: The consultant must assure responsibility for any sub consultant work and shall be responsible for the day-to-day direction and internal management of the sub consultant effort.

PROPOSAL RESPONSE

Submitted by: _____
(Entity Type/State of Formation)

Address: _____

Date: _____, 2024 Phone number: _____

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to furnish consulting services for the project entitled **CITY OF MOLALLA, OREGON – WATER INTAKE RECONSTRUCTION**, in accordance with the Proposal documents herein.

The Proposer, by his signature below, hereby represents as follows:

- (a) That no City Council member, officer, agency or employee of the City of Molalla, Oregon is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the CITY, its City Council, officers, agents, or employees had induced him/her to enter into this contract and the papers made a part hereof by its terms.
- (b) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (c) I, the undersigned agree to comply with the provisions of ORS 279C.105 through ORS 279C.125), as applicable.
- (d) Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (e) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal Response, and any modifications, will be made part of the contract documents. It is understood that all proposals will become part of the public file on this matter. The CITY reserves the right to reject any or all Proposals.
- (f) That the Proposer, to the best of the Proposers knowledge, is not in violation of any Oregon Tax Laws. For purposes of this certification Oregon Tax Law means a State tax imposed by ORS 320.005 to 320.150 and 403.200 to 402.250. ORS Chapters 118,314,316,317,318,321, 323 and elderly rental assistance program under ORS 310.630 to 310.706 or any local taxes administered by the Department of Revenue under ORS 305.620.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by Commercial General Liability insurance, Automobile, and Professional Liability Insurance and other insurance in the amount(s) required by the solicitation and as required in the CITY Standard Personal Services Agreement form. UAV insurance is only required if a UAV is proposed to be utilized in the course of the Proposers work.

(i) That the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(j) That the Proposer is legally qualified to contract with the CITY.

(k) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. Nor has Proposer or will Proposer discriminate against a subconsultant in the awarding of a subcontract because the subconsultant is a minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225

(l) Has examined and is thoroughly familiar with the Request for Proposal.

(m) Has examined and is thoroughly familiar with the CITY’s standard Personal Services Agreement and agrees to accept the contract terms, and execute such agreement upon award.

(n) Understands that all information included in, attached to, or required by the RFP shall be public record subject to disclosure within the context of Oregon Revised Statutes ORS 192.

Receipt of Addenda

Proposer acknowledges that ADDENDA NUMBERED _____ THROUGH _____ have been reviewed as part of this Request for Proposal.

[] Resident Proposer, as defined in ORS 279.029

[] Non-Resident Proposer, Resident State: _____

[] Oregon Business Registry Number: _____

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 2024.

Name of Firm

Signature of Bidder

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of _____, 2024.

Name of Corporation

By

Title

SECTION 5
EVALUATION PROCEDURE

EVALUATION PROCEDURE

5.1. PROPOSAL EVALUATION PROCESS:

The CITY evaluation committee will review and rank all Proposal Responses, based on the evaluation criteria outlined in this RFP. The committee may, at its option, select a minimum of two firms to be invited to interview in support of their proposals to the evaluation committee. If the CITY enters into the interview process, the evaluation and selection criteria for the interview process will be presented to the selected respondents prior to the interview. The interview will assist the CITY in further ranking proposers that score closely on the RFP and in selecting one firm. The selection will be based on the sum of the scores from the proposals and interviews.

Contract negotiations will be undertaken with the highest ranked firm. During negotiation, the CITY may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work, dedicated staff and associated fee for each phase of the project, if it is determined the project must be broken up into phases that best represents the efforts required to complete the project. If the CITY is unable to come to terms with the highest ranked consultant, discussions shall be terminated and negotiations will begin with the next highest ranked consultant. The CITY reserves the right to reject any and all proposals.

The successful proposer will be required to enter into a formal contract for professional services with the CITY (see attached Agreement Form) with proposed staff named in the contract. Staff changes must be approved by the CITY Project Manager. The proposal sections, along with their relative evaluation weights, are outlined below.

5.2 SELECTION AND EVALUATION CRITERIA:

Proposals will be evaluated by the committee on their adherence to the criteria detailed in this RFP. A major deficiency in any one category may cause a proposer to be deemed non-responsive. The selection criteria, along with the relative evaluation weights, are as follows:

<u>Scored Criteria</u>	<u>Points</u>
1. Project Understanding and Approach	0 - 30
2. Experience and References	0 - 25
3. Contract Work Plan	0 - 20
4. Project Management	0 - 10
5. QA/QC Plan	0 - 5
6. Sample Raw Water Intake Plan	0 - 10
TOTAL POINTS AVAILABLE	0 – 100

SECTION 6
EXHIBITS

EXHIBIT A – VICINITY MAP

EXHIBIT B – LOCATION MAP

EXHIBIT C – TOPOGRAPHIC SURVEY w/ CITY OWNERSHIPS

EXHIBIT D – 1997 EXISTING WATER INTAKE & PUMP STATION PLANS

**EXHIBIT E – 2020 WATER MANAGEMENT, CONSERVATION AND WATER
SYSTEM MASTER PLAN**

EXHIBIT F – 1992 PUMP STATION AND INTAKE PLANS

EXHIBIT G – CURRENT AND PAST PERMITS

EXHIBIT H - WATER RIGHTS

EXHIBIT I – PROPERTY SURVEYS



Exhibits will be available for download on City’s RFP website in PDF format. Other formats will be available for the actual Work.

SECTION 7

PERSONAL SERVICES AGREEMENT
TEMPLATE FORM

CITY OF MOLALLA, OREGON

PERSONAL SERVICES AGREEMENT

The City of Molalla, Oregon ("City") and _____ ("Consultant") enter into this Agreement on ___ day of _____, 202_ ("Effective Date").

WHEREAS, City and Consultant believe it in their respective and mutual interests to enter into a written Agreement setting out their understandings concerning Consultant's provision of _____ as more fully set out in Exhibit A attached hereto. .

1. Term

This Agreement runs from the Effective Date through and including _____, 202_ unless sooner terminated consistent with the provisions of this Agreement or extended through a written amendment.

2. Consultant's Service

The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit "A". All provisions and covenants contained in Exhibit A are incorporated by reference and are a part of this Agreement as if fully set forth.

Any conflict between this Agreement and Exhibit A shall be resolved first in favor of this written Agreement. Consultant will, in the rendering of services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered. The parties may only change the scope of services through written Amendment.

3. Consultant Identification

Consultant's employer identification number, as designated by the Internal Revenue Service, is _____.

4. Compensation

City agrees to pay Consultant at the times and in the amounts set out in Exhibit "A". The total amount payable will not exceed _____ (\$_____.00).

5. Project Managers

City's Project Manager is _____.. Consultant's Project Manager is _____. Each party shall give the other written notification of any change in their respective Project Manager(s).

6. Project Information

Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities and persons involved in or associated with the _____ ("Project") for which the Consultant's services are provided..

No information, news or press release(s) related to the project shall be made to representatives of newspapers, magazines, television and/or radio stations or any other news medium without the prior authorization of City's Project Manager.

7. Duty to Inform

Consultant shall give prompt written notice to City's Project Manager if at any time during the performance of this Agreement, Consultant becomes aware of actual or potential problems, faults or defects in the Project, any nonconformity with the Agreement or with any federal, state or local law, rule or regulation or has any objection to any decision or order made by City.

Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim and shall not constitute a waiver of any of City's rights.

8. Consultant is Independent Contractor

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. Consultant hereby expressly acknowledges and agrees that as an independent contractor, Consultant is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Consultant shall not affect his/her independent ability (or the ability of his/her/its insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

9. Overtime

Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC§201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

10. Indemnity and Insurance

- i. Indemnity: Consultant acknowledges responsibility for any and all liability arising out of the performance of this Agreement and shall hold City harmless from and indemnify and defend City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's acts, omissions, activities or services in the course of performing this Agreement.
- ii. Liability Insurance: Consultant shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Consultant, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than Two Million dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name City as an additional insured.
- iii. Errors & Omissions Insurance: Consultant shall maintain professional liability insurance in the amount of not less than \$2,000,000 per claim. Consultant shall keep in force the professional liability policy for at least 24 months after the expiration of the Agreement with City. In any

case, Consultant shall notify City in the event of a cancellation or reduction in limits. Unless such cancellation or reduction is immediately cured by Consultant, such cancellation or reduction constitutes a breach of this Agreement.

- iv. **Workers' Compensation Coverage:** Consultant certifies that Consultant has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407, or as a self-insured employer. Consultant shall provide to City within ten (10) days after Agreement award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Consultant is self-insured.
- v. **Certificates:** Consultant shall furnish City certificates evidencing the date, amount, and type of insurance required by this Agreement. All policies will provide for not less than thirty (30) days' written notice to City before they may be canceled.
- vi. **Primary Coverage:** The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess.

11. Work is Property of City

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Consultant under this Agreement shall be the property of City.

12. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon, without regard to conflict of laws principles. Venue shall be in Clackamas County, Oregon.

13. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

14. Extra or Changes in Work

Only the City Manager or Project Manager may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

15. Successors and Assignments

- i. Both City and Consultant bind themselves and any partner, successor, executor, administrator, or assign to this Agreement.
- ii. Neither City nor Consultant shall assign or transfer their interest or obligation hereunder in this

Agreement without the written consent of the other party. Except for subconsultants identified in Exhibit A, Consultant must seek and obtain City's written consent before subcontracting any other part of the work required of Consultant under this Agreement. Any assignment, transfer or subcontract attempted in violation of this subparagraph shall be void.

16. Records

- i. Consultant shall retain all books, documents, papers and records directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed.
- ii. Consultant shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers or records subject to the foregoing retention requirement.

17. Breach of Agreement

- i. Consultant shall remedy any breach of this Agreement within the shortest reasonable time after Consultant first has actual notice of the breach or City notifies Consultant of the breach, whichever is earlier. If Consultant fails to remedy a breach consistent with this paragraph, City may terminate that part of the Agreement affected by the breach upon written notice to Consultant, may obtain substitute services in a reasonable manner and recover from Consultant the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
- ii. If the breach is material and Consultant fails to remedy the breach in accordance with this paragraph, City may declare Consultant in default and pursue any remedy available for a default.
- iii. Pending a decision to terminate all or part of this Agreement, City unilaterally may order Consultant to suspend all or part of the services under this Agreement. Should City terminates all or part of the Agreement pursuant to this paragraph, Consultant shall be entitled to compensation only for services rendered prior to the date of termination but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Consultant to resume those services, Consultant shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- iv. To recover amounts due under this paragraph, City may withhold from any amounts owed by City to Consultant, including but not limited to, amounts owed under this or any other Agreement between Consultant and City.

18. Mediation/ Trial without a jury

Should any dispute arise between the parties to this Agreement concerning their respective obligations of either or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be

responsible for payment of its own professional fees, including attorneys' fees in both mediation and litigation.

19. Termination for Convenience

The City may terminate all or part of this Agreement at any time for its own convenience by written notice to Consultant. Upon termination under this paragraph, Consultant shall be entitled to compensation for all services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier, plus Consultant's reasonable costs actually incurred in closing out the Agreement. Consultant is not entitled to special or consequential damages upon termination, including lost profits.

20. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement shall vest in the City. Consultant shall execute any assignment or other documents necessary to effect this paragraph. Consultant may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Consultant shall transfer to the City any data or other tangible property generated by Consultant under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.

21. Payment for Labor or Material

Consultant shall make payment promptly, as due, to all persons supplying to Consultant labor or material for the prosecution of the work provided for in this Agreement. (ORS 279B.220)

22. Contributions to the Industrial Accident Fund

Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

23. Income Tax Withholding

Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS279B.220)

24. Payment of Claims by City

If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subcontractor by any person in connection with this Agreement as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Consultant pursuant to this Agreement. The City's payment of a claim under this Paragraph shall not relieve Consultant or Consultant's surety, if any, from responsibility for those claims.

25. Hours of Labor

Consultant shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)

26. Workers' Compensation

Consultant is a subject employer that will comply with ORS 656.017. Consultant warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Consultant shall indemnify City for any liability incurred by City as a result of Consultant's breach of the warranty under this Paragraph. (ORS 279B.230)

27. Medical Care for Employees

Consultant shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Consultant's employee(s), all sums which Consultant agrees to pay for such services and all monies and sums which Consultant collected or deducted from the wages of employees pursuant to any law or contract for the purpose of providing or paying for such service. (ORS 279B.230)

28. Modification / Amendment

Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of City and Consultant.

29. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

30. Agreement is Personal

City and Consultant are the only parties to this Agreement and the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give or shall be construed to give any benefit or right (directly or indirectly) to third person(s) unless such third person(s) are individually identified by name in this Agreement (or by written Amendment) and expressly described as intended beneficiaries of the Agreement's terms.

31. Integration

This Agreement contains the entire agreement between City and Consultant and supersedes all prior written or oral discussions or agreements regarding the same subject.

[SIGNATURES ON FOLLOWING PAGE]

City of Molalla, Oregon	Consultant
_____ City Manager	_____

Draft