

CITY OF SCAPPOOSE
REQUEST FOR PROPOSALS (RFP)
for
ON-CALL WELL SERVICES
RFP #2025-03



SCAPPOOSE
Oregon

Issue Date: March 25, 2025
Proposal Due Date: April 24, 2025

Table of Contents

SECTION 1 – GENERAL INFORMATION	2
1.1 Background	2
1.2 Invitation	2
1.3 Responses to Proposals	2
1.4 Schedule	3
1.5 Contact	3
1.6 Proposal Withdrawal	3
1.7 Rejection or Acceptance of Proposals	3
1.8 Evaluation and Selection of Contractor	3
1.9 Insurance	5
1.10 Execution of Contract	5
1.11 Public Records	5
1.12 Recycled Products Statement	5
1.13 Federal/State/Local Requirements	6
1.14 Payment	6
1.15 Incurred Costs	6
SECTION 2 – PROPOSAL REQUIREMENTS	6
2.1 Proposal Submittal	6
2.2 Proposal Format	7
2.2.1 Introductory Letter and Mandatory Statement of Qualifications (3 pages, 5 points; pass/fail)	7
2.2.2 Organizational Structure and Experience (8 pages, 40 points)	8
2.2.6 Project Team (4 pages, 30 points)	8
2.2.7 Proposal Clarity (no pages, 5 points)	8
2.2.8 Interviews (no pages, 100 points)	8

SECTION 1 – GENERAL INFORMATION

1.1 Background

The City of Scappoose, Oregon, invites qualified companies to submit responses to this Request for Proposals (RFP) for On-Call Well Services. The City is seeking a qualified contractor(s) to assist with the City's well needs on an on-call basis for a period of three years, with an optional extension period after that. The City reserves the right to make multiple contract awards and assignments of work as deemed to be in the best interests of the City.

The City of Scappoose – population 8,231 – is located 23 miles northwest of Portland, in Columbia County, Oregon. The City's current water system includes six wells, with one additional well currently being drilled.

1. During the course of normal maintenance of the City's wells, the Water Treatment Department occasionally requires services deemed urgent and/or beyond the capabilities of "in-house" resources.
2. The City intends to create a roster of qualified Contractor(s) willing to contract with the City of Scappoose on an as-needed basis and to establish in advance the unit pricing for compensation of such services.
3. No minimum amount of work is implied or guaranteed under this request.
4. By seeking Bids from Contractors, the City does not represent that it will utilize the Contractor's services or that it will utilize the Contractor's services any guaranteed number of times over the course of a three-year period.
5. All Bidders must be properly licensed and/or registered in the services being performed.
6. Bid(s) shall be in unit pricing, inclusive of all management, operators, tools, supplies, equipment and labor necessary to ensure timely performance of the required services on an as-needed basis. Fueling and vehicle servicing will not be provided by the City.

More detailed information on the existing water system, as well as necessary future improvements to the system can be found on the City's website in the [City of Scappoose Water System Master Plan \(2020\)](#).

1.2 Invitation

The City of Scappoose invites qualified providers to submit proposals to this Request for Proposals (RFP) for On-Call Well Services.

This RFP contains the necessary information to understand the desired qualifications, the contractor selection process, and the required documentation in submitting a proposal.

Procurement documents may be obtained from the City's website at: <http://www.scappoose.gov/rfps>.

1.3 Responses to Proposals

All responses to this proposal request must follow the directions stated within this RFP. Adherence to these rules will ensure a fair and objective analysis of the proposals. Proposals should be prepared simply and economically. Special bindings, colored displays, promotional materials, etc., are not necessary. Emphasis should be on completeness, brevity and clarity of content.

1.4 Schedule

Action	Location	Date	Time
Solicitation Advertisement	Business Tribune, Spotlight, City Website	3/25/2025	N/A
Pre-Proposal Questions Due	Email	4/14/2025	3:00 PM
Responses to Pre-Proposal Questions Distributed by City	Email and City Website	4/17/2025	3:00 PM
Proposals Due		4/24/2025	3:00 PM
Interviews (if held)	Microsoft Teams	TBD	TBD
Selection Committee Recommendation		4/29/2025	
Notice of Intent to Award		4/29/2025	
Challenge Period Expires		5/6/2025	
City Council Approval of Contract	City Council	5/5/2025	7:00 PM
Begin Contract (Estimated)		5/7/2025	
Contract Expiration (prior to possible extension)		6/1/2028	

These dates are approximate and subject to change at the sole discretion of the City

1.5 Contact

All correspondence pertaining to this RFP should be directed to Charlotte Baker, Contract Administrator, City of Scappoose, 33568 E Columbia Ave, Scappoose, OR, 97056. Charlotte can be reached by email at cbaker@scappoose.gov, or by phone at (503) 543-8404.

1.6 Proposal Withdrawal

Any proposal may be withdrawn at any time before the "Proposal Due" date and the time specified in **Section 1.4, Schedule**, by providing a written request for the withdrawal of the proposal to the City. A duly authorized representative of the provider shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal on this or future solicitations. Proposals may not be withdrawn within thirty days (30) after the proposal due date.

1.7 Rejection or Acceptance of Proposals

The City may reject or accept any or all proposal or parts thereof, submitted in response to this RFP.

The City expressly reserves the following rights to:

- Disregard any or all irregularities in the proposals
- Reject any or all of the proposals or portions thereof upon finding it is in the public interest to do so
- Base award with due regard to the quality of services, experience, compliance with the RFP, and other factors as may be necessary under such circumstances
- Reject all proposals and re-advertise at the City's sole discretion

1.8 Evaluation and Selection of Contractor

A successful proposer will hold the following qualifications, at minimum:

- Contractor must be licensed pursuant to state law, registered to do business in the City of Scappoose and been in the business of providing well services for a minimum of three years.

- Contractor must not be disqualified by the City or the Department of Administrative Services from bidding on public contracts.
- Contractor must have the ability to meet all conditions and requirements, and to provide the full description of services, as set forth in the City's Goods and Services Contract included as **Attachment C** and in the Scope of Services included as **Attachment B** of this RFP.
- Contractor is responsible, as determined in City's sole discretion and in accordance with ORS 27B.110 and OAR 137-047-0640: .
 - (a) Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
 - (b) Completed previous contracts of a similar nature with a satisfactory record of performance.
 - (c) Has a satisfactory record of integrity.
 - (d) Is legally qualified to contract with the contracting agency.
 - (e) Complied with the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318.
 - (f) Possesses an unexpired certificate that the Oregon Department of Administrative Services issued under ORS 279A.167 if the bidder or proposer employs 50 or more full-time workers and submitted a bid or qualification for a procurement with an estimated contract price that exceeds \$500,000 in response to an advertisement or solicitation from a state contracting agency.
 - (g) Supplied all necessary information in connection with the inquiry concerning responsibility.
 - (h) Was not debarred by the contracting agency under ORS 279B.130
 - (i) Owes no liquidated or delinquent debt to the state.

The successful proposer shall be selected by the following process:

- An evaluation committee will be appointed to evaluate submitted written proposals.
- The committee shall evaluate the written submissions based on information submitted according to the evaluation criteria, minimum qualifications and quoted price.
- A short list of Contractors may be selected for interviews.
- The evaluation committee will make a recommendation to the Public Works Director.

Evaluation Criteria:

- Overall experience, background, and qualifications (25%)
- Whether or not the submission substantially complies with all RFQ requirements (Met/not met)
- Cost of services (50%)
- Understanding of the City's needs and requirements. (Met/not met)
- References (25%)
- Interview (if held; the interview phase is optional at the City's discretion).

Qualifications-Based Selection

As a matter of a Qualifications-Based Selection (QBS), the City will attempt to reach a final agreement with the highest scoring proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached.

Review

Following issuance of the Notice of Intent to Award, Contractors that were not selected for contract award may seek additional clarification or debriefing, request time to review the selection procedures, or discuss the scoring methods utilized by the evaluation committee.

Protest of Contract Awards

Protests may be submitted to the City Manager only from those Contractors who would receive the contract if their protest was successful.

Protests must be in writing and received by the City Manager within seven (7) calendar days, UNLESS OTHERWISE NOTED, following the issue date of the City's Notice of Intent to Award. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was miss-scored or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest and a statement of the form of relief requested. Protests received later than specified or from other than the Contractor who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The City Manager may waive any procedural irregularities that had no material effect on the selection of the proposed Contractor, invalidate the proposed award, amend the award selection, request the evaluation committee re-evaluate any proposal or cancel the solicitation and begin again to solicit new proposals. The City Manager shall create a written opinion on the protest and forward that opinion to the City Council for further action. Should the City Council return the matter to the evaluation committee, the City shall issue a notice cancelling the Notice of Intent to Award.

Decisions of the City Council are final and conclude the administrative appeals process.

1.9 Insurance

The City's insurance requirements are described in **Exhibit C**, Sample Contract.

1.10 Execution of Contract

It is anticipated that the total cost for the services contemplated by this solicitation will require authorization by City Council. The contract should be signed within a week of Council award of the contract.

1.11 Public Records

Any materials submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Contractor, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information which the proposers do not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of the RFP, each page containing confidential information should be clearly marked "NOT FOR PUBLIC DISCLOSURE CONFIDENTIAL TRADE SECRETS." The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and any claims arising out of any public record request for such information shall be at the proposer's expense.

1.12 Recycled Products Statement

Proposers shall use recyclable products to the maximum extent economically feasible in the preparation of the proposals, and the selected proposer shall continue the same practice in the performance of the contract work in accordance with ORS 279B.270.

1.13 Federal/State/Local Requirements

The selected proposer shall comply with all Federal, State and local laws, regulations, executive orders and ordinances applicable to the work under this contract. In addition, the proposers agree to comply with:

- a. Title VI of the Civil Rights Act of 1964;
- b. Section V of the Rehabilitation Act of 1973;
- c. The Americans with Disabilities Act of 1990 and ORS 659.425;
- d. All regulations and administrative rules established pursuant to the foregoing laws and;
- e. All other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

Proposer is subject to the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires the provision of Worker's Compensation coverage for all employees working under this contract. The City's programs, services, employment opportunities and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability or political affiliation.

1.14 Payment

The City will pay the Contractor(s) under contract for services performed based on the approved rates, the scope of work completed, and anticipated reimbursement expenses. The City will make monthly progress payments within thirty (30) calendar days following receipt of properly itemized invoices.

Payment for extra work not described in the scope of services will only be made when authorized in advance and in writing by the City's Project Manager prior to such work being performed by the Contractor.

If the Contractor anticipates that the fee is going to surpass the not-to-exceed figure because a task has changed and is outside the agreed upon scope, the Contractor shall notify the City in writing of the circumstances with an estimated amount that the fee is to be exceeded. The Contractor shall obtain written permission from the City before exceeding the not-to-exceed fee amount. If the contractor does work that exceeds the maximum fee amount prior to obtaining the written permission, the Contractor waives any right to collect that exceeding amount.

1.15 Incurred Costs

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

SECTION 2 – PROPOSAL REQUIREMENTS

Adherence to these requirements will ensure a fair and objective analysis of the proposals. To receive consideration, proposals must be in accordance with the following instructions:

2.1 Proposal Submittal

Bids can be submitted either electronically OR in person.

Electronic submittal of proposals must be submitted to the below email address by **March 7, 2025 at 3:00 pm**:

cbaker@scappoose.gov

If the proposer elects to submit a hardcopy in-person, proposals will be received by the City of Scappoose until **April 24 at 3:00 pm**, local time at Scappoose City Hall in sealed envelopes marked with the following:

33568 E. Columbia Ave., Scappoose, Oregon 97056

Attn: Charlotte Baker, Contract Administrator

RE: On-Call Well Services, RFP #2025-02

Proposals will not be received after such date and time indicated above.

The City recognizes that in the submittal of proposals, certain information is proprietary to the contractor and that the safeguarding of information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any contractor where the contractor identifies those portions of its proposal that are proprietary (see Section 1.11).

2.2 Proposal Format

Contractors are encouraged to submit proposals electronically via email but may elect to submit hard copies. If submitting a hard copy, contractors must include three hard copies (one original) of their proposal and one electronic copy on a portable USB (thumb) drive. To provide a degree of consistency in review of the written proposals, providers are requested to prepare their proposals in the standard format specified below.

The proposal must be organized in accordance with this section. Brevity is appreciated by the evaluation committee. Proposals may not exceed **18 pages**; font size should be 11 or 12. When using double sided printing, each side of the page is counted as one page. Proposals exceeding the specified number of pages in Section 1.8 may be deemed non-responsive.

2.2.1 Introductory Letter and Mandatory Statement of Qualifications (3 pages max)

Provide an overview of the Proposer's submittal, highlighting key points, understanding of important or critical issues and considerations and the approach to them, key personnel capabilities and expertise, and the experience that qualifies your provider to successfully complete the project.

- Describe any specialties or strengths your company or team has that relate to the requested services and/or project.
- Discuss the benefits that your company or team brings to the City and project.
- The name of the company, as well as, the signature, printed name and title, telephone and fax number, and email address of the officer authorized to represent the Contractor in any correspondence, negotiations and sign any contracts that may result
- The address of the office that will be providing the service, a project manager's name, telephone number, fax number, and email address
- The Federal and State tax identification numbers, and the state of incorporation
- Indicate whether the proposer is a "Resident Bidder" as defined in ORS 279.120
- Provide a statement that the proposal is valid for sixty (60) days after the submission deadline

Every public contract that is subject to Oregon Revised Statute 279C must include a representation and warranty from the contractor that the contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The public contract must also require a covenant from the contractor to continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract and provide that a contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

By signing the cover letter, Contractor certifies compliance with the tax laws of the State of Oregon or a political subdivision of the State of Oregon and provides a covenant to continue to comply with the tax laws of this state or a political subdivision of this state for duration of this contract.

2.2.2 Organizational Structure and Experience (8 pages max)

Describe your organization. You may provide an organizational chart (not included in page count) if you so choose.

List three projects or contracts in which you provided (or continue to provide) Hydrogeologic Services similar to the services identified in the scope of work in Section 2.1. For each example, please provide:

- Client reference person including name, agency, phone number, and email address.
- Project costs (original and final)
- Project Duration

2.2.3 Project Team (4 pages max)

Provide an overview of the Contractor Team highlighting their experience, qualifications, and technical capacities that are relevant to the project.

Briefly describe Contractor's team key personnel's experience, qualification, and role on this project. Full detail of key staff to be provided in the appendix. Resumes will be scored within this section.

- Provide a simple chart of the proposed project team structure.
- Describe your team's communication methods; provide an example of how this method provides benefit to the contractor team, and ultimately the City.
- Indicate the number of other projects that will be managed by the Project Manager during the time they would be assigned to the City's project.

Key Staff Resumes

Provide resumes for the Contractor team's key staff and team members. Each resume should not exceed two (2) pages and must show the years of experience, licenses, certifications, and relevant project experience.

2.2.4 Proposal Clarity

Proposers do not need to provide a written response to this criterion.

The Proposal must be organized in accordance with the list of Scoring Criteria categories in Section 1.8. Proposals will be scored by evaluators on the following factors: Experience, background and qualifications (25%), references (25%), cost (50%), and whether the proposers are qualified and understand the needs of the City (meets/does not meet).

Proposals should be prepared simply and economically. Special bindings, colored displays, promotional materials, etc., are not necessary. Emphasis should be on completeness, brevity and clarity of content.

2.2.5 Interviews

If interviews/follow-up questions are conducted, the following will apply:

- A minimum of three (3) evaluators shall score the interviews/follow-up questions.
- The interviews/follow-up questions will have a maximum score of 50 points.
- The number of Proposers selected for interviews/follow-up questions will be, to the greatest extent practicable, at least the two highest ranked Proposers based on Proposal scores.
- Follow-up questions will typically be sent via email to Proposer(s) as an alternative to face-to-face interviews. Proposers' responses to the follow-up questions must be received by the City via email by the deadline provided. However, City may conduct face-to-face or virtual interviews if determined necessary after conducting written follow-up questions.

- Interviews normally require physical attendance at City offices; however, the City may elect to conduct interviews virtually via teleconference or video conference. Further details will be included with notification of time and date of interviews.



SCAPPOOSE
Oregon

RFP #2025-03
On-Call Well Services
Statement of Qualifications (SOQ)

Legal Business Name: _____

Form and State of Incorporation: _____

Registered dba, if applicable: _____

Main Office Address: _____

Telephone Number: _____

Email Address: _____

Federal and State Tax Identification Numbers: _____

Resident Bidder per ORS 279A.120 (Y / N): _____

Proposer acknowledges that ADDENDA NUMBERED _____ THROUGH _____ have been reviewed as part of this RFP (if applicable).

By causing this SOQ to be executed by the undersigned and delivered to the City, the proposer makes the following representations and warranties:

1. Proposer has read and understands the terms and conditions contained in the RFP, had the opportunity to protest any term or condition that it found unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFP, including, but not limited to the contract conditions.
2. Proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.
3. Proposer has not been listed by the Oregon Construction Contractor's Board (CCB) or the Oregon Department of Administrative Services (DAS) as a person disqualified or ineligible to bid on or perform work under public contracts.
4. Proposer agrees to meet all requirements contained in the RFP if it is selected for award.
5. The undersigned is the duly authorized representative of proposer for all purposes relative to the submission of this SOQ.
6. Proposer has examined and accepts the contract terms in the attached sample contract.
7. Proposer hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.
8. Proposer agrees that its proposal is valid for sixty (60) days after the submission deadline.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

ATTACHMENT B
SCOPE OF SERVICES

1. The Contractor shall provide all necessary supervision, labor, materials, tools and equipment to perform or subcontract the following services:

- Pulling and setting water well pumps (all sizes)
- Pulling and setting well motors
- Cleaning and redeveloping wells
- Videotaping water wells
- Well abandonment
- Well capping
- Water quality sampling
- Other tasks as needed

2. The Contractor shall meet with a City Project Representative prior to starting any work at the work site unless otherwise agreed upon. All replacement equipment shall be approved by the City prior to the purchasing of equipment. Contractor shall provide manufacturer documentation to the City for any replacement equipment.

3. Contractor shall assure that all workmanship supplied shall be free from original or developed defects. Should original or developed defects and/or failures appear within one year after work completion, or the Contractor's standard warranty.

4. Contractor shall respond to a Work Order request within 24 hours upon notification, Monday through Friday. Hours of service shall be primarily 7 a.m. to 5 p.m. Monday through Friday. There shall be no work allowed on Saturday and/or Sunday unless approved by the City Project Representative, 48 hours in advance. Work on Saturday or Sunday is subject to Inspector overtime cost.

5. At the completion of each workday, the Contractor shall clean up all construction materials and leave the construction site in a condition approved by the City Project Representative.

6. The City will not be responsible for any construction down time due to failure on the Contractor's part to notify utility companies of conflicts.

7. Waste material, which is deemed not reusable by the City Project Representative, shall be legally disposed of by the Contractor at his expense.

8. All equipment, labor, supervision, and materials required to accomplish the work shall be provided by the Contractor unless otherwise agreed upon.

9. The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate authorities for the work to be accomplished.

10. The work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the City Project Representative as unsuitable or not in conformity with the specifications, the Contractor shall, after receipt of written notice thereof from the

City Project Representative, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract at the Contractor's sole expense.

11. The Contractor will take the necessary precautions to barricade and/or secure all work or any part thereof to protect the public at all times

ATTACHMENT C

CITY OF SCAPPOOSE

GOODS AND SERVICES CONTRACT

For

ON-CALL WELL SERVICES

This Contract is by and between the City of Scappoose ("City") and _____ ("Contractor").

1. **Term**

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be from date of execution until June 1, 2028.

2. **Scope of Services**

The duties and responsibilities of the Contractor (hereinafter referred to as the "Services"), including a schedule of performance, shall be as described in **Exhibit A**, which is attached hereto and incorporated herein by reference. Any changes to the Agreement, including the Scope of Work in Exhibit A shall be in writing, signed by both parties, and shall be attached to and become a part of this Agreement.

3. **Payments**

City of Scappoose shall pay the Contractor, upon the submission of invoices, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted. City of Scappoose shall pay the Contractor within thirty (30) days of the receipt of a properly completed and submitted invoice. The Contractor may submit no more than one invoice per month.

Notwithstanding any other additional requirements of this Contract, invoices shall contain the contract number, the date(s) supplies were delivered or services were furnished; a detailed description of the supplies or services furnished, and a price breakdown showing contract prices and units. All invoices shall be submitted to City of Scappoose's Finance Department and Public Works Department as follows:

Kathleen Head

Finance Department

Email: khead@scappoose.gov

Phone: 503.543.7146 ext. 223

Dave Sukau

Public Works Director

Email: dsukau@scappoose.gov

Phone: 503.543.7146 ext. 801

Fax: 503.543.5679

Fax: N/A

Address: 33568 E Columbia Ave

Address: 33568 E Columbia Ave

Scappoose, OR 97056

Scappoose, OR 97056

Failure to strictly comply with this provision may result in a delay in payment.

4. Type of Contract and Compensation

This is a requirements contract for the goods and services specified. The quantities of goods and services specified are estimates only and are not purchased by this Contract. City of Scappoose is not obligated to purchase goods of the type covered by this Contract exclusively from Contractor. Except as this Contract may otherwise provide, quantity variance between "estimated" and actual orders placed shall not constitute the basis for an equitable price adjustment.

Contract compensation shall not exceed \$ _____ per annum. No individual project performed under this contract shall exceed \$50,000.

5. Insurance

During the term of this Contract, Contractor shall purchase and maintain any insurance required by this Contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to City of Scappoose within ten (10) days after award of this contract, and prior to commencement of any contract work.

Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify City of Scappoose for any liability or damages that City of Scappoose may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall maintain insurance of the types and in the amounts described below. Contractor shall have the right to provide a self-insured retention for these coverages in an amount not-to-exceed \$2,000,000.00.

1. Commercial General Liability Insurance

Commercial General Liability insurance, with coverage limits not less than:

- i. \$2,000,000.00 per occurrence, bodily injury and property damage; and
- ii. \$3,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

2. Business Auto Liability Insurance

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- i. Bodily injury: \$1,000,000.00 per person; \$1,000,000.00 per accident; and
- ii. Property damage: \$1,000,000.00 per accident.

3. Worker's Compensation Insurance

Oregon statutory workers' compensation and employer's liability coverage, including broad form all states protection, if applicable, voluntary compensation and Federal endorsement. Employer's liability coverage shall have the following limits:

- i. Bodily Injury by Accident: \$1,000,000.00 each accident
- ii. Bodily Injury by Disease \$1,000,000.00 each employee
- iii. Bodily Injury by Disease: \$1,000,000.00 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS

656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

Failure of City to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The insurance required under this Paragraph shall:

- (1) Include (as evidenced by endorsement) City and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the contract (excluding Professional Liability and Worker's Compensation policies);
- (2) Require Contractor to give City not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage;
- (3) Insurance policies shall be purchased only from insurance companies that meet City A.M. Best Rating criteria of "A-" or better (excluding SAIF) and are authorized to do insurance business in Oregon;
- (4) Contractor will cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract.
- (5) Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

4. Indemnification

- A. To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless, and defend City, its elected officials, officers, employees, and agents from and against all claims, demands, losses, suits, damages, losses, attorney fees, and costs of every kind and description and expenses incidental to the investigation and defense thereof, resulting from, based upon or arising out of, or incidental, or in any way connected with any act, omission, fault or negligence in whole or in part of Contractor, its agents, contractors, sub-contractors, or employees in the performance or nonperformance of Contractor's obligations under this Contract.

The obligations of Contractor under this provision will not in any way be affected or limited by the absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Contract. In no way shall the Contractor limit its liability under this Contract.

- B. This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which City and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may in its sole discretion reserve, retain or apply any monies due to the Contractor under the contract for the purpose of resolving such claims; provided, however, that City may release such funds if the Contractor provides City with adequate assurance of the protection of City's interests. City shall be the sole judge of whether such assurances are adequate.

5. Termination for Convenience

City may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. City of Scappoose will not be responsible for payment for any work performed after the time of termination. After termination, the Contractor shall promptly submit to City its termination claim for payment. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and return it to City in the manner that City directs.

6. Termination for Default

- A. City may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract; or (iii) Perform any of the other provisions of this contract.

- B. City's right to terminate this contract under subdivision (A) of this clause may only be exercised if the Contractor does not cure such failure within 10 calendar days (or more if authorized in writing by the Contract Administrator) after receipt of the notice from the Administrator specifying the failure.
- C. If City terminates this contract in whole or in part under the default provisions, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to City for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- D. Contractor shall be paid the contract price only for completed supplies or services delivered and accepted. If it is later determined by City that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, City may allow Contractor to continue work, or may treat the termination as a termination for convenience.
- E. The rights and remedies of City in this Article are in addition to any other rights and remedies provided by law or under this Contract.

7. Applicable Law and Jurisdiction

This Contract shall be governed by Oregon law, without resort to any jurisdiction's conflicts of law principles, rules or doctrines. Any suit or action arising from this Contract shall be commenced and prosecuted in the courts of Columbia County, Oregon or the

U.S. District Court for the District of Oregon, in Portland, Oregon, as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

8. Waiver and Nonwaiver

- A. A waiver by one party of a right to a remedy for breach of this Contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. City's acceptance of goods or services, or payment under this Contract, shall not preclude City from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this Contract.
- B. Both parties having had the opportunity to consult an attorney regarding the provisions of this Contract, the parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

9. Mediation

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate

in good faith in a non-binding mediation process. The mediation shall take place in Scappoose, or St. Helens, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

10. Severability/Survivability

If any of the provisions contained in this Contract are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this Contract so that the purposes of this Contract are affected. All provisions concerning indemnity survive the termination or expiration of this Contract for any cause.

11. Intellectual Property

Contractor shall hold harmless, defend and indemnify City, its directors, officers, employees and agents from any loss of any kind, based on a claim that the work performed, or products provided hereunder, including material(s) or any part thereof, constitutes infringement of any patent, trademark, trade-name, copyright, trade secret, or other intellectual property infringement, including but not limited to claims arising out of the manufacture, sale or use of such work, products or materials. Such indemnification shall include all damages and costs incurred by City as the result of the claim, including attorney fees and expert witness fees.

12. Inspection of Services

City has the right to inspect and test all supplies/services called for under the contract, to the extent practicable, at all times and places during the term of the contract. City shall perform inspections and tests in a manner that will not unduly delay the work.

If any of the supplies or services do not conform with contract requirements, City may require the Contractor to replace the supplies or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in supplies or services cannot be corrected by re-performance, City of Scappoose may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the supplies/services performed.

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, City may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by City or (2) terminate the contract for default.

13. Title and Risk of Loss

If this Contract is for the supply of goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by City and an authorized City employee or agent has taken possession of them. Title to goods shall pass to City upon City's payment for those goods. If this Contract is for the rental or lease of Contractor's goods, the Contractor shall bear the risk of loss to Contractor's goods. Contractor agrees to carry insurance to cover any such losses. Title to the Contractor's goods shall remain with Contractor while goods are in City's possession. If this Contract is for the repair or servicing of City of Scappoose owned goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by City and an authorized City employee or agent has taken possession of them. Title to City owned goods shall remain with City while goods are in Contractor's possession. Contractor agrees to carry insurance to cover any losses/damages to City's goods while in Contractor's possession.

14. Acceptance, Rejection, and Revocation of Acceptance

If this Contract is for the supply of goods or equipment, then City shall be deemed to have accepted goods only after the goods have been delivered by Contractor, and City has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, City may reject any goods that fail to conform to the requirements of this Contract. City may revoke its acceptance of goods that fail to conform to this Contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if City has started using the goods before discovering that they do not conform to the contract. Upon request by City, Contractor shall replace or repair to City's satisfaction any goods that have been rejected by City or the acceptance of which has been revoked by City under this Paragraph. Failure to replace or repair those goods within a reasonable time after City's request shall be a material breach of this Contract.

15. Audit and Inspection of Records

- A. Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of City, to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Contract until the expiration of three (3) years after final payment under this Contract.
- B. Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that City, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor.
- C. The periods of access and examination described in subparagraphs A and B of

this Section for records that relate to (1) disputes between City and Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

16. Project Managers

The Contractor's designated Project Manager shall be the Contractor's representative for the administration of the contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual, recommended or, proposed changes, City shall accept commitments and instructions of the Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing

City's Project Manager for this Contract is: **Dave Sukau** at (503) 543-8404 or **dsukau@scappoose.gov**

Contractor's Project Manager for this Contract is: **(name)** at **<phone>** or **<email address>**

17. Notices and Communications

All notices and other communications concerning this Contract shall be written in English and shall bear the contract number assigned by City. Notices and other communications may be delivered personally, by telegram, facsimile, or by regular, certified or registered mail.

A notice to City will be effective only if it is delivered to that person designated in writing in either a) the Notice of Award of this Contract, b) the Notice to Proceed under this Contract, or c) to another individual specifically designated by this Contract. A notice to the Contractor shall be effective if it is delivered to the individual who signed this Contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated in writing by the Contractor in the contract or in a written notice to City.

18. Contractor's Status and General Responsibilities

Contractor is an independent Contractor for all purposes and is entitled to no compensation from City other than that provided by this Contract. Contractor shall inform City of Contractor's Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number. The Contractor and its officers, employees, and agents are not officers, employees or agents of City as those terms are used in ORS 30.265. The Contractor, its employees or officers shall not hold

themselves out either explicitly or implicitly as officers, employees or agents of City for any purpose whatsoever, nor are they authorized to do so.

Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this Contract specifically provides otherwise. Contractor shall supervise and direct contract performance using its best skill, and shall be responsible for selecting the means of contract performance. If, during or after the term of this Contract, Contractor learns of any actual or potential defect in the services provided under this Contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this Contract or of Federal, state, or local law, Contractor shall inform City immediately in writing with a full description of the defect, problem, or nonconformance.

The Contractor must have obtained a letter of appointment issued by the Oregon State Police for placement on their non-preference towing list. If at any time the letter of appointment issued by the Oregon State Police expires, is suspended, revoked or made invalid for any other reason, the Contractor shall immediately notify the City. Such situation may result termination of the contract.

19. Assignment and Sub-contracting

Contractor shall not assign any of its rights or subcontract any of its responsibilities under this Contract without the prior written consent of City. Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this Contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

20. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from City. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City.

21. Liens Prohibited

Contractor shall not permit any lien or claim to be filed or prosecuted against City, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at Contractor's sole expense.

22. Nondiscrimination

During the term of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, disability or national origin.

23. Hours of Labor – Goods and Services

Pursuant to ORS 279B.020, ORS 279B.235, and ORS 279C.520 the Contractor shall pay employees for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

24. Warranty

Notwithstanding any express warranties provided elsewhere in this contract, the implied warranties of merchantability and of fitness for a particular purpose shall not be deemed to be excluded or modified, and contractor may not exclude or modify them. Contractor warrants that all goods provided under this contract are new, of high quality, and free from defects in design or manufacture. Goods provided under this contract shall be covered by any additional warranty customarily provided by Contractor or by the manufacturer of the goods.

25. Compliance with Laws and Regulations

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.225, 279B.230, 279B.235, 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference.

Contractor acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to contractors when performing certain work on behalf of City under contract and that the individual employees and agents of Contractor may be treated as public officials under ORS 244.020 (14). Contractor agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to Contractor's control when performing work under this Contract.

26. Prohibited Interests

No City Council member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned) shall have any direct or indirect interest in this contract or its proceeds during, or within one year after, that person's tenure with City, except to the extent such interest is permitted and disclosed as may be required under applicable law and City policy.

No City Council member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall solicit or accept, and Contractor shall not offer or give to any City Council member, officer, employee or agent (or any member of the

immediate family or the partner of any of the aforementioned), any gratuities, favors, or anything of monetary value, in connection with the administration of this Contract, except to the extent permitted by applicable law and City policy.

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

29. Safety

Notwithstanding any safety provisions elsewhere in this contract, and in addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are standard in the industry and/or that are required by City's Safety Department.

30. Time of Essence

Time is of the essence in this contract. Contractor's failure to deliver goods/services on time shall be a material breach of this contract. If Contractor fails to deliver goods/services on time, City, at its discretion, may procure those goods/services from another source. If the price paid by City for goods/services procured from another source under this Paragraph is higher than the price under this contract, Contractor shall pay City the difference between those prices. City may deduct that difference from any amount City owes Contractor.

31. Paragraph Headings and Other Titles

The parties agree that paragraph headings and other titles used in this Contract are for convenience only and are not to be used to interpret this Contract.

32. Integration, Modification, and Administrative Changes

This Contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This Contract may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually. City reserves the right to make administrative changes to the contract unilaterally. An administrative change means a written contract change that does not affect the substantive rights of the parties.

33. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for whom they sign to make this Contract.

34. Certificate of Oregon Tax Law Compliance

By signature hereto, both parties agree to this Contract as written. Contractor affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in

violation of any Oregon Tax Laws set forth at ORS Chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200–403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

<PROVIDER NAME>

CITY OF SCAPPOOSE

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: _____

Title: _____

Title: City Manager

Date: _____

Date: _____

Address: _____

Federal Employer ID Number

ATTACHMENT D

FEE SCHEDULE

Item No.	Description	Unit	Standard Rate	Overtime Rate
1.	Labor – Journeyman	Hourly Rate		
2.	Labor – Apprentice	Hourly Rate		
3.	Truck/Equipment	Hourly Rate		
4.	Materials Markup	Percent		