REQUEST FOR PROPOSALS
CITY ENGINEER OF RECORD

I. GENERAL INFORMATION

A. INTRODUCTION

The City of Turner (City) is soliciting proposals for an Engineer of Record (City Engineer) to provide engineering services as an independent contractor to the City. Services typically performed by the City Engineer include, but are not necessarily limited to, the items listed in Article I.D of this RFP. Services may include supervising work produced by City that is subject to ORS chapter 672. Work is to be provided to the City on an as-needed basis, as authorized by the City Administrator or the City Administrator's designee.

Historically, the City's costs for City Engineer services have ranged between $250,000 and $600,000 per year, depending upon the amount of construction undertaken by the City.

Proposers must be or have on staff a civil engineer licensed to practice engineering in the State of Oregon and currently registered by the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS). The City will consider proposals from engineering firms as well as individual engineers. The selected consultant will be required to limit its engineering practice within the City limits to avoid any appearance of a conflict of interest.

The City of Turner is an Equal Opportunity/Affirmative Action Employer Women, Minorities and Disabled Persons are encouraged to apply.

B. BACKGROUND

The City of Turner was incorporated in 1905. The current population is approximately 2,800 residents and has an approved urban growth boundary expansion area. It is located in Marion County approximately seven miles southeast of Salem. The City is governed by a City Council consisting of its Mayor and six council members elected from the City at large. The Engineer will work at the direction of the City Administrator.

Through its Public Works Department, the City owns and operates various utility systems and infrastructure that serve residents, including the water storage and distribution system, the storm drainage system, and the local street system, with wastewater treatment handled by the City of Salem. The City holds an NPDES MS4 Phase II stormwater permit. The Public Works Department also provides operation and maintenance for City Parks. The major arterial in Turner is 3rd St./Denver St.

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C. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

• RFP Advertised	During or before week of August 24, 2026
• Proposal Due Date	September 17, 2026 at 4:00PM
• First Round Committee Evaluation	Week of September 21, 2026
• Interviews (if needed)	Week of September 28, 2026
• Pricing Information Submitted	October 7, 2026
• Second Round Committee Evaluation	Week of October 23, 2026
• Contract Approval	November 12, 2026
• Commencement of Contract	January 1, 2027

D. SCOPE OF SERVICES

The following statement of work describes the ongoing services that the Engineer of Record must provide to the City. These services will be contracted on an on-call basis. The City will compensate the Engineer for general engineering services based on scheduled hourly rates and reimbursable expenses. It is expected that the Engineer will be available on a daily basis for consultation.

The scope of services for the Engineer of Record may include, but is not limited to, the following:

- Assist with budgeting, planning, and rate studies.
- Make suggestions and comment on engineering-related issues, ordinance modifications, and public works design standards and construction specification modifications.
- Assist with GPS/GIS data gathering and information compilation relating to existing infrastructure.
- Work with City staff to review or complete federal, state or county permits, applications, or agency notification.
- Work with City staff, organizations and funding agencies to help develop competitive and complete grant applications or funding proposals.
- Act as the City's representative with other state, federal or local governmental agencies.
- Serve as the City's representative during the review, plan approval, construction management, and project closeout phases of any development or planning project prepared by other engineers and submitted to the City for approval. This includes land development projects such as subdivisions or site specific developments.
- Review preliminary engineering design drawings and design calculations for general conformance with state, county, and city requirements and sound engineering practices.
- Review final submitted construction plans prepared by other professionals and, after

acceptance, stamp and sign the drawings as "Approved for Construction" by the City Engineer.

- Attend pre-application, construction, Planning Commission, City Council, or other meetings as requested by the City.
- Provide detailed design and construction specifications for successful bidding and construction coordination of city infrastructure improvement and maintenance projects.
- Provide project construction monitoring of public improvements installed as part of private development projects. Verify general conformance with city approved construction plans and specifications.
- Provide various construction services for selected City public works construction projects; e.g. project management, engineering design, pre-qualification, preparation of bid documents, solicitation, procurement and construction observation.
- Perform final construction observations and punch lists for completion of private developments and for City of Turner project sites, including review of as-built drawings, testing results, as-built certification, project closeout and initiation of the required construction warranty period.
- Perform engineering work pertaining to public records, property acquisitions, condemnations, forfeiture activities, public improvements and improvement districts, public rights of ways, easements, code enforcement, and matters relating to special assessments and public utilities.
- Prepare selected utility master plan feasibility studies as requested.
- Perform additional basic engineering in the field of floodplain management and analysis.
- Perform additional basic engineering and special services which cannot be fully described at this time, as requested by the City.

For special projects, the Engineer of Record must prepare a proposed work order when requested by the City. The work order must include a detailed proposal, scope of work, schedule, and cost proposal. Such special projects may include, but are not limited to, design of city owned public works facilities including streets, water, sewer, storm drainage facilities, and City-owned parks and buildings.

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

To be considered, proposals must be submitted electronically in accordance with all the following instructions:

1. Proposals must be submitted as an attachment to an email, submitted to the email address stated below,

2. The subject line of the email must clearly identify the submission as a response to this specific RFP, and
3. Unless otherwise stated elsewhere in this RFP, proposal documents may be submitted in PDF format only.

Submit proposals to Scott McClure, City Administrator, at smcclure@turneroregon.gov.

Proposals must be received by 4:00 p.m. on September 17, 2026.

Proposals must be organized as specified in Article II.D below, "Proposal Contents," and must be accompanied by completed "Proposer's Statements and Certifications" in the form attached as Exhibit B.

B. INQUIRIES

Questions concerning this RFP should be submitted by email to:

Scott McClure, City Administrator
Email: smcclure@turneroregon.gov

C. RESERVATION OF RIGHTS

The City will evaluate each proposal received based on the responsiveness of the actual proposals received to the requirements established in the RFP, considering qualifications, experience, resources, proposed services, proposers' past record of performance, and other relevant factors, as well as responses received from references, interviews, post-RFP submissions, and follow-up questions, if any. Based upon its evaluation, the City may elect to do any of the following:

1) Seek clarifications of each proposal;
2) Reject any or all proposals;
3) Waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so;
4) Request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP.
5) Establish a short-list of not more than three of the highest-ranked proposers that are invited to participate in a second phase of the selection process, including pricing proposals, as set forth in OAR 137-048-0220(4)(d).
6) Negotiate and accept, without re-advertising, the proposal of the next-highest scored proposer, in the event that a contract cannot be successfully negotiated with the selected proposer.
7) Award the contract to any proposer based on the evaluation criteria set forth in this RFP;
8) Negotiate a final contract that is in the best interest of the City and the public.

D. PROPOSAL CONTENTS

Proposals are limited to not more than 20 single-sided PDF pages (nominal 8.5" x 11" size), not including a cover letter, dividers, or resumes. Proposals should be prepared in the following order and must include, at a minimum, the following items:

- Authorized Representative(s). The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Qualifications:
  - Name and qualifications of the individual who will serve as the City Engineer.
  - The names of any licensed professionals who may assist the City Engineer in performing the work, including a current résumé for each, with a description of qualifications, skills, and responsibilities. The City is particularly interested in professionals with experience serving smaller governmental entities and especially Oregon cities comparable in size to the City of Turner.
  - Specifically address proposer's familiarity with laws and regulations governing public water, wastewater, stormwater, and transportation systems, including operations, construction and maintenance of the City's current systems.
  - Specifically address how the proposer would complete the duties of the City Engineer.
- Expertise. Description of proposer's expertise in the following areas:
  - Civil, Electrical, Mechanical and Transportation Engineering;
  - Water distribution systems;
  - Pump station and gravity wastewater collection systems;
  - WPCF and NPDES permit regulations and compliance;
  - Stormwater systems and LID type design;
  - Municipal transportation systems involving state and federal highways;
  - Road maintenance techniques and applications;
  - Oregon land use law/planning and development related infrastructure issues;
  - Public improvement contracting and administration;
  - Contract law and intergovernmental agreements;
  - Public Utility billing operations and maintenance;
  - Public finance and infrastructure financing; and,
  - Floodplain management and analysis.
- Capacity:
  - Explanation of proposer's workload capacity and level of experience commensurate with the level of service required by the City.
  - Explanation of proposer's facilities and availability of support staff.
  - Explanation of how firm would transition into the role of City Engineer.
- Insurance. Proof of Insurance meeting the requirements of the sample contract included in this RFP as Exhibit A.
- Other Required Submissions:
  - A list of at least three references from government clients of similar size for whom similar services have recently been provided. (For all references, please include the person's name, title, phone number, email address, and a description of the work performed.)
  - A list of the tasks, responsibilities, and qualifications of any subconsultants

proposed to be used on a routine basis and proof of adequate professional liability insurance for any subconsultants.

- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- Documentation that the proposed City Engineer is a civil engineer licensed to work in the State of Oregon.
- An explanation of any potential or actual conflicts of interest within the jurisdictional boundaries of the City. (For the purpose of this RFP, "conflict of interest" is defined as proposer's commitments to provide of professional engineering services to any private property owner or developer for work within the City's jurisdictional boundaries.)

E. COSTS

Proposers responding to this RFP do so solely at their own expense. The City is not responsible for any Proposer expenses associated with the RFP

III. PROPOSAL EVALUATION

A. EVALUATION CRITERIA

Proposals meeting the minimum qualifications will be evaluated by the City using the following criteria:

		Max Points
1)	Specialized experience in the type of work to be performed, specifically including work in a city of similar size.	**(25)**
2)	Qualifications and experience of the staff assigned by proposer to perform these services.	**(20)**
3)	Past experience of proposer and project team members with relevant county, state, and federal regulatory and funding agencies.	**(15)**
4)	Quality of proposed scope of work, including the proposed management techniques and practices for City service needs.	**(10)**
5)	Familiarity with the City and City locale.	**(10)**
6)	Distance from City.	**(15)**
7)	Availability and capability to perform the engineering services described in this RFP on an ongoing basis, including a consideration of conflicts.	**(10)**
8)	References.	**(5)**
9)	Interview (if conducted)	**(10)**
	Maximum First Phase Total Points	**120**[1]

([1] *110 points if no interviews conducted)*

10) Pricing proposal (second phase) **(18)**

Maximum Second Phase Total Points (after pricing proposal scoring) **138**[2]

([2] 128 points if no interviews conducted conducted)

B. SELECTION

The City is using a qualifications-based selection process, with final selection of the most qualified candidate being made after scoring of qualifications and pricing, in accordance with ORS 279C.110(5). After selection of the most qualified candidate the City will initiate contract negotiations with the highest-ranked proposer.

The City will approach negotiations with the objective of obtaining written agreement on the Engineer's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to include as part of the agreement.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City may terminate negotiations with the selected candidate. Following which, the City may negotiate with the next-highest-ranked proposer. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

It is the desire of the City to have a new engineering contract in place no later than January 1, 2027.

C. CONTRACT

Negotiations shall be limited to cost and any other terms the City chooses to negotiate, in

City's sole discretion.

The City anticipates payment for services on an hourly basis. However, the City will also consider alternative proposals. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by the City.

It is anticipated that the City of Turner will enter into a three year agreement, which thereafter may be extended upon written consent of both parties for additional two-year terms.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations. This solicitation is not an implied contract and may be modified or revoked without notice.

EXHIBIT A – SAMPLE CONTRACT

CONTRACT FOR ENGINEERING SERVICES

BETWEEN: The City of Turner, an Oregon municipal corporation ("**City**")

AND: [Consultant's legal name, entity type, and state of organization] ("**Consultant**"), each a "**party**," and referred to collectively in this Contract as "**the parties**." The City and Contractor agree as follows:

1. **STATEMENT OF WORK** (the "**Work**")
   - **a.** Consultant will furnish or perform engineering and engineer of record services in accordance with the requirements of this Contract.
   - **b.** The scope of Consultant's Work is further described in Exhibit A.

2. **CONTRACT DOCUMENTS**
   - **a. The Contract.** The Contract consists of this Contract form and the following listed exhibits, which are incorporated into the Contract as referenced here. There are no other Contract documents unless specifically referenced in this Contract.
   - **b. Exhibits.** With this document, the following Exhibits are incorporated into the Contract:
     - **(1)** Exhibit A Scope of Work
     - **(2)** Exhibit B Standard Contract Conditions
     - **(3)** Exhibit C Insurance
     - **(4)** Exhibit D Fee Schedule and Reimbursable Expenses
     - **(5)** Exhibit [any additional exhibits]
   - **c. Precedence.** In the event of a conflict between the requirements of any documents listed in subsections 2.1 and 2.2 above, the conflict must be resolved in the following order of precedence: first, this Professional Services Contract Form, then in order: Exhibit B, Exhibit A, Exhibit D, Exhibit E, and Exhibit C, followed by any other Exhibits in the order listed.

3. **CONSIDERATION AND PAYMENT**
   - **a. Consideration.** In consideration for Consultant's performance, the City agrees to pay Consultant's fees, plus reimbursable expenses, calculated in accordance with Exhibit E.
   - **b. Payment:**
     - **(1) Terms.** Payment will be made periodically as the work progresses, not more frequently than monthly.
     - **(2) Billing.** Consultant must submit invoices to the City for all amounts claimed as due. All invoices must be submitted by email to [insert email address].
     - **(3) Time of Payment.** Any payments will customarily be made within 30 days of receipt of a properly submitted and approved invoice from Consultant. Prior to approval and payment, the City may require, and if required Consultant must provide, any information which the City deems necessary to verify work has been performed properly in accordance with the Contract.

4. **EFFECTIVE DATE AND DURATION**
   - **a. Effective Date.** Upon the signature of all parties, this Contract is effective [insert commencement date].
   - **b. Duration.** Unless extended or terminated earlier in accordance with its terms, this Contract will terminate three years from the Effective Date. However, such expiration shall not extinguish or prejudice either party's right to enforce this Contract with respect to any breach or default in performance which has not been cured.

5. **AUTHORIZED REPRESENTATIVES AND NOTICES.** Each of the parties designates the following individuals as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other.

a. City's Authorized Representative: [name, title, telephone number, and email address] .
b. Consultant's Authorized Representative: [name, title, telephone number, and email address]

Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 a.m. and 5 p.m., otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Contract on behalf of that party below.

6. **MULTIPLE COUNTERPARTS.** The Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed will constitute an original.

7. **SPECIAL CONTRACT PROVISIONS.**
   a. [enter here any agreed modifications to the terms contained in the contract conditions or exhibits] .

SIGNATURES FOLLOW ON NEXT PAGE

SIGNATURES

CONSULTANT'S CERTIFICATIONS:

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES THAT:

- The undersigned person has the power and authority to execute this Contract on behalf of Consultant, and to bind Consultant to its terms,
- Consultant will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work,
- Consultant has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
- The Consultant has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
  (a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
  (b) Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
  (c) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- Pursuant to ORS 305.385(6) and OAR 150-305-0302, the undersigned as Consultant hereby swears and affirms under penalty of perjury that, to best of my knowledge, Consultant is not in violation of any tax laws described in ORS 305.380 (4)(a).

EACH PARTY, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONSULTANT:	**CITY:**
[ENTER CONSULTANT'S LEGAL NAME]	CITY OF TURNER
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
[Consultant's address, line 1]	5255 Chicago St. S.E.
[Consultant's address, line 2]	P.O. Box 456
[Consultant's address, line 3]	Turner, Oregon 97392

EXHIBIT A – SCOPE OF WORK

[Insert scope of work here]

EXHIBIT B – STANDARD DESIGN SERVICES (A/E) CONTRACT CONDITIONS

1. **INDEPENDENT CONTRACTOR STATUS.** The performance of this Contract is at Consultant's sole risk. The service or services to be rendered under this Contract are those of an independent contractor that is not an officer, employee or agent of the City as those terms are used in ORS 30.265. Consultant is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract, whether due on account of Consultant or Consultant's subcontractor, if any. Consultant is not employed by the City, will not be under the City 's direct control, and will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this Contract.

2. **INSURANCE AND INDEMNIFICATION**
   - **a. Consultant's Required Insurance.** Consultant must provide and maintain all types and amounts of insurance called for on the Exhibit titled "Insurance Coverages Required" to be provided by the Consultant, and must notify the City of any material reduction or exhaustion of aggregate limits. Consultant may not commence any work until Consultant furnishes evidence of all required insurance specified by the City, and has obtained the City 's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement naming the City and its officers, agents, and employees that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
     - **(1) Limitation on Tail Coverage for Professional Liability.** Notwithstanding the provisions of Exhibit C, the City waives the requirement for tail coverage on professional liability insurance policies related to the design services.
   - **b. Consultant to Maintain Insurance.** Consultant may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by the City to Consultant, Consultant must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract. If Consultant fails to maintain any required insurance, the City reserves the right to procure such insurance and to charge the cost to Consultant.
   - **c. Workers' Compensation.** Consultant, its subconsultants, subcontractors, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
   - **d. No Limitation.** Nothing contained in these insurance requirements limits the extent of Consultant's responsibility for payment of damages resulting from Consultant's operation under this Contract.
   - **e. Consultant's Indemnification.** Except as provided in subsection 2.6 below, to the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Consultant shall indemnify, defend, and hold harmless the City and its officers, agents, and employees from all damages, losses, expenses, attorney fees and costs related to litigation, including judgments arising out of or resulting from Consultant's performance under this Contract.
     - **(1) Owner Defense Requirements.** Notwithstanding the foregoing defense obligations, neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of the City, nor purport to act as legal representative of the City, without the prior written consent of the City. the City may assume its own defense and settlement of any claims, and reserves all rights to pursue any claims it may have against Consultant.
     - **(2) Owner's Actions.** This Section 2.5 does not include indemnification by Consultant of the City's acts or omissions, whether related to the Contract or otherwise.
     - **(3) Intellectual Property, Defense.** This indemnification shall extend to the work product or any tangible or intangible items delivered to the City under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, including any

claim that the City 's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party. Consultant shall have no affirmative duty to defend any party for claims for professional liability.

f. Consultant's Indemnification for Claims for Professional Liability. Notwithstanding the foregoing subsection 2.5, to the fullest extent permitted by law, and to the extent provided for in private contracts of insurance, Consultant shall indemnify, save, and hold harmless the City and its officers, agents, and employees, from all claims, suits, or actions arising out of the professionally negligent acts or omissions of the Consultant or its subconsultants, subcontractors, agents, or employees in performance of professional services under this Contract.

(1) Notwithstanding any contrary provision herein, it is hereby agreed that the Consultant's obligation to defend or to pay the defense costs of the indemnitees shall only apply if and when and to the extent that a court or other forum of competent jurisdiction has determined the percentage of Consultant's fault for the liability alleged in which case Consultant shall be obligated to pay the amount equal to the percentage of its fault that has been actually determined.

3. CONSULTANT'S OBLIGATIONS

a. Consultant must possess the learning, skills, and experience ordinarily possessed by similar professionals in the community, and use reasonable care and diligence and professional judgment in carrying out the work of this Contract. Nothing in this Contract shall be interpreted to require Consultant to meet any higher standard and this paragraph shall control over any such contrary provision.

b. Consultant must make all provisions of the Contract applicable to any subconsultant or subcontractor performing work under the Contract.

c. Consultant agrees that the City will not be responsible for any losses or unanticipated costs suffered by Consultant as a result of the Consultant's failure to obtain full information in advance in regard to all conditions pertaining to the work.

d. Consultant certifies that Consultant has all necessary licenses, permits, or certificates of registration necessary to perform the Contract and further certifies that all subcontractors and subconsultants will likewise have all necessary licenses, permits or certificates before performing any work.

e. Consultant may not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished, will be responsible for satisfaction of any lien so filed or prosecuted and must defend against, indemnify, and hold the City harmless from any such lien or claim.

f. Unless otherwise provided by the Contract or law, Consultant agrees that the City and its duly authorized representatives may have access to the books, documents, papers, and records of Consultant which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcripts. Consultant shall retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after the City makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by the City.

4. CONSULTANT'S OBLIGATIONS REQUIRED BY LAW

a. Consultant must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.

b. Consultant must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.

c. Consultant must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.

d. If Consultant is a nonresident bidder and the Contract price exceeds $10,000, Consultant must promptly report to the Department of Revenue on forms provided by that Department the total

contract price, terms of payment, length of contract and such other information as the Department may require before the the City will make final payment on the contract, in accordance with ORS 279A.120.

e. Consultant and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.

f. Equal Employment Opportunity. During the performance of this Contract, Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Consultant will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: www.dol.gov/olms/regs/compliance/EO13496.htm), and will include the terms of these requirements in all subcontracts entered into under this Contract.

g. Oregon False Claims Act. Consultant acknowledges that the Oregon False Claims Act (ORS 180.750 to 180.785) applies to any action or conduct by Consultant pertaining to this Contract that constitutes a "claim" as defined by the Act. By its execution of this Contract, Consultant certifies the truthfulness, completeness, and accuracy of any statement or claim it has made may make, or causes to be made that pertains to this Contract or to the Work of the Contract.

h. Compliance with Law. In connection with its activities under this Agreement, Consultant must comply with all applicable federal, state and local laws.

5. MODIFICATION AND TERMINATION

a. Modification. No modification or amendment to this Contract will bind either party unless in writing and signed by both parties. In lieu of termination pursuant to subsection 5.2.4 below, the City may propose modifications to the Contract sufficient to allow the City to perform its obligations.

b. Termination:

(1) The parties may jointly agree to terminate this Contract at any time by written agreement.

(2) The City may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Consultant not less than 60 days' advance written notice.

(3) If the City reasonably believes that Consultant is in material breach of Consultant's obligations or any representation or warranty contained in this Contract, the City may suspend the Work of this Contract at any time without notice. Upon notice to Consultant of such breach, and failure of Consultant to cure such breach within 7 days of receipt of the City's notice, the City may terminate this Contract.

(4) the City certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract for the period within the current budget. However, Consultant understands and agrees that: (1) if the City fails to appropriate funds for any successive budget year, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated, and (2) if the City funding, appropriations, or expenditure authority are reduced to a level insufficient, in the City reasonable administrative discretion, to perform its obligations under this Contract, the City may terminate this Contract immediately upon notice to Consultant.

(5) Upon termination pursuant to this subsection, the City will have no further obligation to Consultant except for payments for amounts earned prior to the termination date.

c. Remedies and Default. the City may exercise any of the following remedies for Consultant's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Consultant to perform, at Consultant's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or applicable law.

d. Force Majeure. Neither the City nor Consultant will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and

epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Consultant, Consultant will be liable for such supplies or services if the supplies or services were obtainable from other sources in sufficient time to permit Consultant to meet the required schedule. the City may terminate this Contract upon written notice after determining that a delay or default caused by Force Majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

6. DISPUTES

a. Dispute Resolution. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.

b. Choice of Law, Venue, and Jurisdiction. All matters in dispute between the parties to this Contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon, CONSULTANT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Venue for all disputes and litigation in State courts will be in Marion County, Oregon. This section does not constitute a waiver by the City of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

c. Attorney Fees. If any action, claim for relief, or other proceeding is instituted relating to any of the rights, duties, or obligations arising under this Contract or any matter pertaining to it, the prevailing party shall be entitled to recover from the other party, and the other party agrees to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, the sum that the trial court and each appellate court may adjudge reasonable in that court as attorney fees in the claim for relief, action, or other proceeding, and in any appeal of it. Such amount includes a reasonable amount for costs and attorney fees to be incurred by the prevailing party in collecting any money judgment or award or otherwise enforcing each order, judgment, or decree entered in the claim for relief, action, or other proceeding.

7. MISCELLANEOUS PROVISIONS

a. Taxes. Consultant is independently responsible for its obligations for federal, state, and local sales and income taxes, including the Oregon Corporate Activity Tax, and no amount will be chargeable to the City for such taxes.

b. Public Records. The parties acknowledge that this Contract and all records held by the City are public records and subject to public disclosure unless a statutory exemption applies, and agrees that the City shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by the City's good faith interpretation of its statutory requirements.

c. Merger and Construction. This Contract contains the entire agreement of the City and Consultant with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings. This Contract is the result of an open procurement process and negotiations between the parties, and the provisions of this Contract are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.

d. **Waiver.** Failure of the City to enforce any provision of this Contract does not constitute a waiver or relinquishment by the City of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
e. **Severability.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
f. **Survival.** The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.
g. **Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Contract.
h. **Non-Assignment.** Consultant may not assign or transfer its interest in this Contract without prior written approval of the City.
i. **Binding on Successors and Assigns.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.
j. **No Third-Party Beneficiaries.** the City and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.
k. **Headings.** The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

EXHIBIT C – INSURANCE

Consultant may not commence any work until Consultant obtains, at Consultant 's own expense, all required insurance as specified by the checked types in the outline below. The insurance provided must be acceptable to the City as to limits, form, and amount. The types of insurance Consultant is required to obtain or maintain for the full period of the contract will be as set forth below:

☒ **COMMERCIAL GENERAL LIABILITY INSURANCE**

Coverage must include:	***Minimum policy limits must be:***
• Commercial General Liability • Damage to Rented Property ($50,000) • Medical Expenses ($5,000) • Personal and Advertising (Same as per occurrence) • Products/Completed Operations (Same as per occurrence)	$2 million per occurrence*****/$2 million aggregate*

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this form must be approved by the City. All claims-made forms of insurance must be approved by the City in advance and provide tail/continuous coverage for 24 months from the end of the contract.

☒ **AUTOMOBILE LIABILITY WITH ADDITIONAL INSURED STATUS:** Insurance with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles and include the City of Turner and its officers, agents, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).

*LIMITS** $2 million combined single limit per accident for bodily injury and property damage

☒ **ADDITIONAL INSURED (AI) STATUS** is required for both general liability and automobile liability insurance coverage. Unless otherwise specified below, blanket additional insured is acceptable and is considered a written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract, excluding Professional Liability coverage. The Contract requires that additional insured status is required, and proof of blanket coverage from your policy must be provided either by a copy of your policy or by a copy of the separate endorsement. Listing AI status on the Certificate of Insurance (COI) does not meet this requirement; proof must be provided by a separate AI policy or endorsement. The Additional Insureds must be named by separate endorsement, the policy must be endorsed to show cancellation notices to the City, and a copy of the Endorsement must be attached to Consultant's COI.

☒ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**, as statutorily required for persons performing work under this Contract. Any subcontractor hired by Consultant must also carry Workers' Compensation and Employers' Liability coverage. Sole proprietors not subject to Workers' Compensation coverage must complete, execute, and submit the Workers' Compensation Coverage Exemption Statement. The minimum statutory coverage amount (currently $500,000 in Oregon) must be provided.

☒ **PROFESSIONAL LIABILITY** insurance with limits of not less than $2,000,000 per occurrence. Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under the Contract by the Consultant or Consultant's subcontractors, agents, officers or employees. If coverage is provided on a claims-made basis, then "tail" coverage must be provided in the form of either: (a) an extended reporting period of not less than 24 months, or (b) the Consultant must provide Continuous Claims Made coverage.

THE CITY OF TURNER REQUIRES THE COVERAGE TYPES, AMOUNTS, AND POLICY LIMITS SHOWN ABOVE. The policy limits specified above are minimum requirements; the City reserves the right to claim up to the

policy limits. All coverages must be Primary and Non-Contributory with any other insurance and self-insurance. Acceptance of a COI showing less than required coverages does not relieve Consultant of the insurance requirements set out above or in the Contract. Consultant must notify the City if non-City claims have infringed upon or impacted the policy. Consultant is required to notify the City of any changes to or cancellation of coverage(s) within 24 hours. Consultant must provide a copy of the policy to the City upon demand.

EXHIBIT B – PROPOSER'S STATEMENTS AND CERTIFICATIONS

Proposer's Name: _____

RFP Title: _____

PROPOSER STATEMENTS

Proposer's Offer. Proposer offers to provide the required services in accordance with the requirements of the Request for Proposals (RFP) stated above and the enclosed proposal. The undersigned Proposer declares that the Proposer has carefully examined the above-named Request for Proposals, and that, if its proposal is accepted, Proposer will execute a contract with the City of Turner to furnish the services of the proposal submitted with this form. Proposer attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this proposal, and that the person signing has the authority to represent the individual or organization in whose name this proposal is submitted.

Proposer's Acceptance of Terms and Conditions. By execution of this Form, the undersigned Proposer accepts all terms and conditions of this Request for Proposals except as modified in writing in the attached proposal. Proposer agrees that the offer made in this proposal will remain irrevocable for a period of 60 days from the date proposals are due.

Proposer's Acknowledgement of Public Records Law. By execution of this Form, the undersigned Proposer acknowledges that its entire proposal is subject to Oregon Public Records Law (ORS 192.410–192.505), and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Proposer agrees that all information included in this proposal that is claimed to be exempt from disclosure has been clearly identified as such either in the proposal, or in an itemization attached hereto. Proposer further acknowledges its responsibility to defend and indemnify the City for any costs associated with establishing an exemption claimed by the Proposer.

ADDENDA

Proposer has received and considered, in the accompanying proposal, the terms of the following addenda, if any:

_____

CERTIFICATIONS

By signing this Proposer's Certification form, Proposer certifies that:

1. Certification of Resident Bidder Status. Proposer is ____is not ____ (check one) a resident bidder, as defined in ORS 279A.120.
2. Certification of Non-Discrimination. Proposer has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.
3. Certification of Non-Collusion. This proposal is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making a proposal for the same services, and is in all respects fair and free from collusion or collaboration with any other proposer.
4. Certification of Compliance with Tax Laws. Proposer certifies that it has, to the best of Proposer's knowledge and under penalty of perjury, complied with Oregon tax laws in the period prior to the submission of this proposal, including:
   (a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
   (b) Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
   (c) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

The undersigned, by signature here, acknowledges, accepts, and certifies to the statements and certifications as stated above.

PROPOSER

Authorized signature	Proposer's legal name
Name of authorized signer	Address
Title	
Date	

OPTIONAL CONTACT INFORMATION REGARDING THIS PROPOSAL

Contact name

Telephone number

Email address