



City of Tigard

Qualifications – Based Request for Proposals (RFP)

ON-CALL WATER SYSTEM ENGINEER, AND/OR HYDROGEOLOGIST OF RECORD

RFP 2026-04

Proposals Due: November 20, 2025 – 10:00 a.m. local time

Pre-Proposal Meeting: A pre-proposal meeting will not be held for this solicitation.

Proposer must submit one (1) electronic copy in portable document format (pdf).

Submit Proposals To: ContractsPurchasing@tigard-or.gov

Direct Questions To: Toni Riccardi, Purchasing Specialist
Phone: (503) 718-2518
Email: tonir@tigard-or.gov

**PUBLIC NOTICE
REQUEST FOR PROPOSAL**

ON-CALL WATER SYSTEM ENGINEER AND/OR HYDORLOGIST OF RECORD

The City of Tigard is seeking Request for Proposals from experienced firms capable of providing on-call Engineer and/or Hydrogeologist of Record services for Tigard's Water System. The City anticipates selecting one Contractor each for the three categories of:

- Water System Engineering, Modeling & Analysis
- Aquifer Storage & Recovery System
- Supervisory Control and Data Acquisition (SCADA) System

Proposals will be received until 10:00 a.m. local time, Thursday, November 20, 2025, at ContractsPurchasing@tigard-or.gov. No proposal will be considered unless fully completed in a manner provided in the RFP packet. Proposals will be considered time-stamped and received by the City when they are received in the email inbox listed above. Late proposals may not be considered, it is the City's sole discretion to accept or reject a late proposal.

RFP packets may be downloaded from: www.tigard-or.gov/bids

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes (ORS) and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

PUBLISHED: Daily Journal of Commerce
DATE: Friday, October 24, 2025

GENERAL INSTRUCTIONS AND CONDITIONS

SPECIAL CONDITIONS – Where special conditions are written in the Request for Proposal (“RFP”), these special conditions shall take precedence over any conditions listed under the “General Instructions and Conditions”.

COST OF PROPOSAL – This Request for Proposal does not commit the City to pay any costs incurred by any Proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the RFP.

CANCELLATION – The City reserves the right to modify, revise, or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

REJECTION OF PROPOSALS – The City reserves the right to reject any or all responses to the Request for Proposal in whole or in part, if it is found to be in the City’s best interest to do so.

MINOR INFORMALITIES – The City reserves the right to waive any or all minor informalities that may arise in relation to this proposal process if it is found to be in the City’s best interest to do so.

AWARD OF CONTRACT(S) – The City Reserves the right to award contracts for any or all parts of the services solicited under this RFP.

CITY OF TIGARD BUSINESS

LICENSE/FEDERAL TAX ID REQUIRED –

The City of Tigard Business License is required (TMC 5.4). Successful Proposer shall obtain a City of Tigard Business License prior to initiation of a contract and commencement of work. Successful Proposer must present a completed W-9 form to the City at the time of contract execution.

CONFLICT OF INTEREST - A Proposer filing a proposal hereby certifies that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same request for proposals, that the Proposer is competing solely on its own behalf without connection or obligation to, any undisclosed person or firm, that Proposer is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Proposer, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this proposal pertains; ii) has or will participate in evaluation, award or management of the contract related to this proposal; or iii) has or will have financial benefits in the contract to which this proposal pertains. Proposer

understands that should it elect to employ any former City official/employee during the solicitation period or the term of the contract then the former City official/employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and/or ORS 244.047.

PUBLIC RECORDS – Any information provided to the City pursuant to this RFP will be public record and subject to public disclosure pursuant to Oregon public records laws (ORS 192). Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.345(2). The fact that a Proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Prior to any disclosure requested under Public Records Law, the City will give Proposer prompt written notice of such request. Proposer shall have seven (7) days from the date it receives such notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If information is disclosed pursuant to public records request, the City will take reasonable steps to limit any such provision to the specific information requested. Proposer’s failure to timely respond to the notice provided by the City may result in the disclosure of the requested information. The Proposer further agrees to hold harmless, defend, and indemnify the City for all costs, expenses, and attorney fees that may be imposed on the City as a result of appealing any decision regarding the Proposer’s records.

INTERGOVERNMENTAL COOPERATIVE

PURCHASING – The successful Proposer submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this RFP reflect the City of Tigard usage only. Each participating agency shall execute its own contract with the successful Proposer. Any Proposer(s), by written notification included with their proposal, may decline to extend the prices and terms of this solicitations to any and/or all other public agencies.

These “General Instructions and Conditions” are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.

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Attachment B	Proposal Form
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SECTION 1 OVERVIEW

1.1 Introduction

With a diverse economy, strong schools and outstanding parks, Tigard is one of the most livable cities in Oregon. Tigard has grown to become a desirable and affordable community in the Portland metro area where residents enjoy access to more than 16 miles of paved trails and nearly 563 acres of parks and open spaces. The City of Tigard is committed to increasing transparency and accountability as we continue our journey to become an equitable community for all. As such, the City has recently refreshed its strategic vision: “An equitable community that is walkable, healthy and accessible for everyone.” The City has a well-balanced economy that includes more than 3,000 firms employing more than 40,000 people from around the region.

In this Request for Proposals (RFP), the City is soliciting proposals from experienced firms capable of providing on-call Engineer of Record and/or Hydrogeologist of Record services for Tigard’s Water System. These services include three separate categories, and the City anticipates selecting one Contractor for each category. Proposers capable of providing services in multiple categories may be selected for multiple categories. By agreeing to execute an on-call agreement with the City, Proposer understands that there is no guarantee of any particular dollar value of work, and that the City retains the sole right to make a selection for any individual project or task.

SECTION 2 PROPOSER’S SPECIAL INSTRUCTIONS

2.1 Timeline for Selection

The following dates are proposed as a timeline for this project

Advertisement and Release of RFP	October 24, 2025
Question and Answers (Q&A) period ends	November 13, 2025
Submission of written proposals due at 10 a.m.	November 20, 2025
Cost Proposals	December 11, 2025
Interviews (if deemed necessary)	Week of December 15th
Notice of Intent to Award of Contracts (estimated)	January 13, 2026
Contract Effective Date (estimated)	February 1, 2026

The City reserves the right to modify this schedule as necessary.

2.2 Proposal Submittal

The proposal must be received no later than the date and time specified in item 2.1 above, to the email address ContractsPurchasing@tigard-or.gov. The proposal response will be in a font size no smaller than 11-point and shall **not exceed 20 pages**. The transmittal page, table of contents, appendices and required forms (Attachments A & B) do not count in the overall page count of the proposal. Appendices (including personnel resumes and representative project experience) shall not exceed 20 pages. Proposers who submit more than the pages indicated may not have the additional pages of the proposal considered.

Proposals will be considered time stamped and received by the City when they are received in the email inbox listed above. To assure that your Proposal receives priority treatment, please mark the email subject line as follows:

RFP 2026-04 On-Call Water System Engineer, and/or Hydrogeologist of Record

Proposer will include their name and address and contact information in the body of the email. It is the Proposer's responsibility to ensure that proposals are received prior to the stated submission deadline. Late proposals may not be considered; it is the City's sole discretion to accept or reject a late proposal.

2.3 Protest of Scope of Work or Terms

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Contracts and Purchasing Office. A protest may be submitted via email. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The City shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least seven (7) days before the proposal submission deadline. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests of scope of work or contract terms should be directed to the attention of Toni Riccardi, Purchasing Specialist, at tonir@tigard-or.gov.

2.4 Interpretations and Addenda

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email to the person listed below. **The deadline for submitting such questions/clarifications is seven (7) days prior to the proposal's due date.** An addendum will be issued no later than 72 hours (or 48 hours in unique circumstances) prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Toni Riccardi, Purchasing Specialist
Email: tonir@tigard-or.gov
Phone: (503) 718-2518

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.5 Proposal Validity Period

Each proposal shall be irrevocable for a period of one hundred and twenty (120) days from the proposal submission deadline.

2.6 Form of Contract

A copy of the personal services agreement, which the City expects the successful firm or individual to execute, is included as "Attachment C". The agreement will incorporate the terms and conditions from this RFP document and the successful Proposer's response. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.3 "Protest of Scope of Work or Terms" or their exceptions will be deemed immaterial and waived.

2.7 Term of Contract

The contract for this work is anticipated to commence on or around February 1, 2026. The term of the contract shall be a period of three (3) years with the mutual option to renew for up to two (2) additional years. The total term of the contract cannot exceed five (5) years.

2.8 Public Safety

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer needs to anticipate delays in such places and include the cost of such delays in the proposed cost. The successful Proposer's employees and agents must carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility, or work site if national or local security appears to require it.

SECTION 3 SCOPE OF SERVICES

3.1 General Description

The City of Tigard owns and operates a public water system which supplies potable water to the Tigard Water Service Area (TWSA), comprising approximately two-thirds of the City of Tigard, the City of King City, the City of Durham, and parts of unincorporated Washington County. The City provides an average of about 6 million gallons of water per day to a population of nearly 64,000 residential and commercial users.

The City's facilities include approximately 274 miles of pipelines, 7 pressure zones, 14 reservoirs, 7 booster pump stations, and 16 pressure-reducing valve stations. The reservoirs have a combined storage capacity of 29.9 million gallons. The distribution system also includes 3 aquifer storage and recovery wells, miscellaneous vaults, pressure regulators, fire hydrants, and other water system-related appurtenances.

This solicitation and the resulting on-call agreements are specifically in support of projects related to the analysis and operational planning of the Tigard water system, and engineering support for water system-specific projects. Those projects fall within the general categories of work as described in Section 3.2. For larger design projects and studies with service fees expected to exceed \$250,000, the City will conduct separate project-specific solicitations.

3.2 Categories of Work

1. Water System Engineering, Modeling, and Analysis
Analysis, studies, master planning, assistance in public involvement, cost estimating, private development review, design, specification preparation, construction services, and operations technical support.
2. Aquifer Storage and Recovery System
Analysis, operational planning, assistance in public involvement, operations technical support, design, specification preparation, testing, permitting, regulatory water quality reporting, performance tracking, and aquifer storage and recovery design support.
3. Supervisory Control and Data Acquisition (SCADA) System
Analysis, planning, design, specification preparation, training, trouble shooting, maintenance, licensing, radio site survey, and new site integration design.

3.3 Technical or Required Services

Work under this contract will include various types of professional services.

The tasks below are intended to indicate the broad and diverse range of services the City may contract for and not necessarily the scope of a typical Task Order. The successful Proposer will be expected to work closely with designated City personnel to accomplish these goals.

3.3.1 Project Management

- a. Work scope and proposal development assistance for a particular task order.
- b. Prepare and maintain the project schedule and manage consultant staff and subconsultants to meet schedule project milestones.
- c. Schedule and conduct project meetings and prepare agendas and meeting notes.
- d. Prepare monthly progress reports, invoices, and cost versus budget vs percent complete reports.

3.3.2 Concept Planning and Engineering

- a. Research “as-built” records and other historical data.
- b. Perform technical evaluations, literature research, field investigations, mathematical analyses, computer modeling, permitting agency coordination, and/or other work to determine current conditions and potential constraints and fatal flaws affecting the permitting or construction of a future project.
- c. Identify and evaluate concept level project alternatives and prepare conceptual designs and cost estimates for future projects.
- d. Create project design criteria and/or performance criteria for future projects.
- e. Update existing utility master plans.
- f. Participate in and lead public meetings to forward conceptual design and solicit public input.

3.3.3 Preliminary and Final Design

- a. Prepare 30%, 60%, 90%, draft 100% and stamped final project designs, drawings, and specifications based upon City Standards, ODOT Standards, Clean Water Services Standards and/or other standards, including supplemental general conditions and special provisions. Prepare Engineers Estimates and Bid Documents.
- b. Perform specialized field investigations such as soil borings and other geotechnical investigations, water quality sampling, and pipeline condition assessments and leak studies.
- c. Conduct design review meetings, document and distribute review comments, and revise designs, drawings, specifications, and contract documents as needed.
- d. Perform field and topographic surveys to support concept designs and/or final design and drawing preparation.
- e. Prepare environmental reviews and documentation, environmental permit application submittals, and permitting agency coordination.
- f. Prepare documents and maps for right-of-way, easement, and property acquisitions, and assist with title work and negotiations.

3.3.4 Construction Engineering and Field Services

- a. Perform surveying services as requested during construction.
- b. Perform as-built surveys, establish final survey monuments per Washington County standards, and file official maps with the City or County as needed.
- c. Provide on-site engineering and inspection support during construction, including field evaluation of specification compliance, submittal reviews, change order reviews, design revisions, billing and quantity reviews, construction management, and value engineering reviews.
- d. Prepare hard copy and electronic as-built record drawings following construction completion.

3.3.5 Investigations, Studies, Analyses, and Other Consulting

- a. Cost of service analyses (e.g., rate studies and evaluations)
- b. Environmental studies, assessments, reports, and submittals such as wetland delineations, mitigation plans, and Joint Permit Applications

- c. Regulatory compliance studies and submittals such as Water Management and Conservation Plans, annual water rights reports, and mixing zone studies
- d. Seismic and structural analyses
- e. Forensic investigations and analyses
- f. Computer applications support services (GIS, GPS, AutoCAD).
- g. Water system hydraulic modeling.
- h. Groundwater monitoring, analysis, and planning
- i. SCADA system analysis, planning, maintenance, and support

3.4 Deliverables and Schedule

Deliverables are considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. Unless otherwise specified by the City, the successful Proposer will prioritize submitting applicable deliverables electronically, and any paper-based deliverables must be printed double-sided and in bindings or report covers that are fully recyclable, preferably using materials containing post-consumer waste (PCW) recycled content.

All deliverables and resulting work products from this contract will become the property of the City of Tigard. As such, the Contractor grants the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City.

3.5 No Guarantee of Work

The City anticipates selecting one Contractor for each of the three categories of work listed. Contractor selection will be based on the Proposal Evaluation and Contractor Selection in Section 5.

Services are requested as the need arises, therefore there is no guarantee as to the actual amount of work, if any, to be assigned under any contract. The cost for services performed under any Task Order may vary depending upon the amount of work estimated for that project. It is the intent of the City to rotate work amongst the selected Contractors to the best extent possible, however, selection of a specific Contractor for a particular Task Order will be based on the City's judgment of the Contractor's expertise, availability, and approach to the work. The City reserves the right to solicit and award work outside of the on-call contracts, as is determined to be in the best interest of the City.

Compensation for each Task Order will be determined through negotiation with the Contractor based on the scope of work, the estimated hours for performance of the work and the Contractor's hourly rates.

3.6 Task Orders

Work performed under the resulting Agreement(s) must be authorized via written Task Order signed by the City and Contractor. The scope of work, schedule, deliverables, and compensation for each project will be defined in the Task Order prior to commencement of the work. Any change to the scope of work, schedule, deliverables, and compensation must be agreed upon by both parties in writing.

SECTION 4 PROPOSAL CONTENT AND FORMAT

4.1 Organization of Proposal

Proposers must provide all information as requested in this Request for Proposal. Proposals must follow the format outlined in this RFP. Proposals should be organized in the following manner:

1. Transmittal Page
2. General Qualifications and Responsiveness
3. Understanding and Project Management Approach
4. Category Specific Company Qualifications
5. Category Specific Technical Personnel
6. Required forms (Attachments A and B)

4.2 Minimum Qualifications

In their proposal, Proposers shall document their firm's ability to meet the following minimum qualifications:

1. Ability to provide State of Oregon Registered Professional Engineer, Geologist, or other licensed professional(s) as required for any project-specific task.
2. Minimum of five (5) years in business providing professional consulting services under the same corporate name, or for recently created or incorporated firms, a minimum of ten (10) years of relevant experience for the principal owner(s) of the firm.

4.3 Transmittal Page

By submitting a proposal, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the RFP), the stated insurance coverage and limitations, and the Standard Contract Provisions of the Personal Services contract.

The Transmittal Page must include the following:

1. RFP number and project title
2. Full legal name of proposing business entity
3. Name(s) of the person(s) authorized to sign any contract that may result
4. Contact person's name, mailing or street addresses, phone and email address

A legal representative of the Proposer authorized to bind Proposer in contractual matters must sign the Transmittal Page.

4.4 General Qualifications and Responsiveness

Proposers should provide a general description of the range of relevant activities performed by their firm and team members. Provide details on the following:

1. Identify which category(categories) of work your firm would like to be considered for.
2. Provide a general summary of the Proposer's breadth and depth of professional experience and capabilities, including years in business, years of experience relevant to the category-specific services being proposed (as identified in Section 3.2), number and location of branch offices, local office staffing level, and general professional focus.
3. Provide the address of the firm's home office and the address of the office that will manage the project, if applicable.
4. Provide a general organizational chart and the number and type of personnel (e.g. "four principal civil engineers, two hydrogeologists, three CAD technicians") available at the primary office of offices from which the work will be performed (no specific names are required).

5. Describe key management / project management personnel longevity, experience with the company, and the office from which they work.
6. Describe the Proposer's contract/task order review and signature protocols (e.g., who has authority to sign a not-to-exceed task order and at what dollar level.)
7. Provide a brief description of the Proposer's software capabilities relevant to the work category being proposed on. List the key technical software or other systems that your firm regularly uses to perform work tasks.
8. (Optional) Other useful information may be included in this section, such as the total number and type of projects completed in the last ten years, the number and type of projects currently under contract, or other information that you believe will assist the City in making its selection.

4.5 Project Understanding and Project Management Approach

Provide details on the Proposer's understanding of and approach to on-call, task-order based services. Proposers should address the following topics in this section:

1. Understanding of the City's programs, policies, decision making processes, and organizational structure that creates the need for on-call services.
2. General approach and assumptions for developing and negotiating the scope of services and deliverables for a typical task order.
3. Approach to assigning technical and project management staff to a particular task order, performing internal quality assurance/peer review, and completing the identified deliverables on schedule and within budget. Address the approach to successful and efficient delivery of small-to-medium sized projects.

4.6 Category Specific Company Qualifications

This section relates to the Proposer's experience and capacity to provide the category specific services being proposed, as identified in Section 3.2. For each category for which the Proposer wishes to be considered, the proposal should provide details on the following:

1. A summary table listing example projects with brief descriptions and work categories relevant to those projects that were conducted by the Proposer.
2. Detailed information for representative projects, by name, type, location, date, and contract value, performed within the last ten (10) years, which best characterize the firm's experience and qualifications for that category of work. Include the client contact name, address, phone number, and email for each project where possible. Include, as available, the consultant fees and construction costs for the projects. It is recommended that this information be provided in a "cut sheet" format. Include up to five (5) sample projects for each category for which your firm would like to be considered. As noted, the cut sheets can be located in the Appendix and are then subject to the separate page count limitation for the Appendix.
3. Key management/project management personnel that were assigned to the representative projects listed and are potentially available for similar assignment on City of Tigard projects.
4. For work performed for other governmental or quasi-governmental entities under the broad heading of Engineer of Record or Hydrogeologist of Record, provide the dates these arrangements existed, and the types of services performed.
5. Reference letters from recent clients (to be provided in the Appendix) may be considered as part of this scoring section.

4.7 Category Specific Technical Qualifications

This section relates to the key personnel that would potentially be assigned to a specific task order. For each category, the proposer should provide details on the following:

1. Identify department managers/technical leads/key technical personnel by name, title, years of service with the company, years of experience in their field, what office they work at, and where they reside in the organizational structure. Indicate who will typically manage projects like the ones described in this RFP.
2. For key project management and technical personnel, provide relevant individual project experience, areas of specialization or expertise, awards, registrations and certifications, and overall technical abilities and competence (Note: Key technical personnel resumes, if included in the Appendix, will be evaluated as part of this section).

SECTION 5 PROPOSAL EVALUATION AND CONTRACTOR SELECTION

5.1 Evaluation Process

A selection committee assembled by the City will review written proposals. After meeting the mandatory requirements, the proposals will be evaluated on their technical aspects. For the purpose of scoring proposals, each committee member will evaluate each proposal in accordance with the criteria listed in Section 4. The committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The City will evaluate and score the submitted proposals as follows (points per evaluator):

1. Transmittal Page	Pass/Fail
2. Minimum Qualifications	Pass/Fail
3. General Qualifications and Responsiveness	10 Points
4. Understanding and Project Management Approach	15 Points
5. Category Specific Company Qualifications	30 Points
6. Category Specific Technical Personnel	30 Points
Total Evaluation Points	85 Points

5.2 Price Evaluation

After evaluation of the written proposals, the City will invite up to the three (3) highest ranked Proposers for each category to submit pricing. The cost proposal shall include titles and hourly rates for staff that could work under the resulting contract. **An additional 15 points in scoring will be assigned to the cost structure criteria.**

5.3 Presentation/Interview

At the option of the City, the City may invite up to the three (3) highest ranked Proposers for each category to make a presentation of their proposal. This will provide an opportunity to clarify and elaborate on the proposal. The City will schedule the time and location of these presentations (if necessary) and notify the selected firms. Should one or more firms be selected for oral interviews, an additional **20 points** will be assigned to the interview process and will be added to the participating Proposers' total points.

5.4 Clarification of Proposals

The City reserves the right to obtain clarification of any point regarding a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

5.5 Negotiations With Top Ranked Firm, Pricing Submittals, and Contractor Selection

Following the selection committee's final determination of the five highest scored Proposers, the City will issue a Notice of Intent to Award and begin contract negotiations with the top ranked Proposers. At that

time, the City will request the proposers that were awarded contracts from this RFP to provide a list of hourly rates that will be used work authorized under Task Orders. Rates among Contractors may be compared to ensure fair market pricing. Any rates or costs the City deems excessive relative to market rates may be subject to negotiation.

5.6 Protest of Contract Award

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written Notice of Intent to Award to file a written protest. In order to be adversely affected, a Proposer must itself claim to be eligible for award of the contract and must be next in line for award. The written protest must be timely and specify the grounds upon which the protest is based. The City will not entertain a protest submitted after the time period established in this section.

**ATTACHMENT A
PROPOSAL CERTIFICATIONS**

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Contractor who is in violation of this clause shall be barred from receiving awards of any contract from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Contractor Name: _____

Resident Certificate

Please Check One:

Resident Contractor: Contractor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

Or

Non-resident Contractor: Contractor does not qualify under requirement stated above.

(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

**ATTACHMENT B
PROPOSAL FORM**

RFP 2026-04 On-Call Water System Engineer, and/or Hydrogeologist of Record

The Contractor named below submits this proposal in response to the Request for Proposals (RFP) for the contract named above and warrants that the Contractor has carefully reviewed the RFP and that this proposal represents the Contractor's full response to the requirements described in the RFP.

The Contractor is proposing to provide the following scopes of services in this RFP:

No.	Scope of Service	Proposing?	
		Yes	No
1.	Water System Engineering, Modeling, and Analysis	<input type="checkbox"/>	<input type="checkbox"/>
2.	Aquifer Storage and Recovery System	<input type="checkbox"/>	<input type="checkbox"/>
3.	Supervisory Control and Data Acquisition (SCADA) System	<input type="checkbox"/>	<input type="checkbox"/>

The Contractor further warrants that if this proposal is accepted, the Contractor agrees to all terms and conditions found in the sample contract (Attachment C), and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents. The Contractor hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the sample contract.

Indicate in the affirmative by initialing here: _____

The Contractor certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The Contractor hereby acknowledges receipt of Addendum Nos. _____ to this RFP.

Name of Contractor: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____

ATTACHMENT C
CITY OF TIGARD, OREGON
PERSONAL SERVICES CONTRACT
ON-CALL WATER SYSTEM ENGINEER, AND/OR HYDROGEOLOGIST OF RECORD

THIS AGREEMENT made and entered into this Day day of Month Year by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called City, and Contractor Legal Name, hereinafter called Contractor, collectively known as the Parties.

RECITALS

WHEREAS, the City's Current FY fiscal year budget provides for services related to Brief description of services to be provided; and

WHEREAS, City has need for the services of a company with a particular training, ability, knowledge, and experience possessed by Contractor, and

WHEREAS, City has determined that Contractor is qualified and capable of performing the services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

- A. Contractor will perform professional services in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and by this reference made a part of this Agreement.
- B. Task Orders – Detailed statements of discrete work, task and the required time of performance for such work will be set forth by individual Task Orders and must not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).
 - 1. Task Orders may only be issued when the parties have negotiated all the material terms and conditions of the applicable services in advance, including without limitation the content required of such Task Order.
 - 2. Task Orders must be in writing and must include a detailed scope of work, performance schedule stating applicable dates and time periods, Contractor's staff that will be working on the Task Order work scope and a line budget clearly stating labor and equipment costs consistent with this Agreement's compensation terms.
 - 3. Task Orders will be negotiated on a rotational basis. In the event the City and Contractor cannot reach a favorable agreement on the maximum compensation for a specific Task Order, the City may terminate negotiations and commence negotiations with the next Contractor for the rotational list for that category of service.

2. EFFECTIVE DATE AND DURATION

This Agreement is effective upon the date of execution and expires on January 31, 2029, unless otherwise terminated or extended. The initial term of the contract shall be a period of three (3) years with the mutual option to renew for up to two (2) additional one-year periods. The total term of the

contract cannot exceed five (5) years. All work under this Agreement must be completed prior to the expiration of this Agreement.

3. COMPENSATION

- A.** The maximum that Contractor may be paid per Task Order the “not to exceed” amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) without prior written authorization. The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the standard of care that would ordinarily be used by similar professionals in this community in similar circumstances or other requirements of the Agreement. The actual amount to be paid to Contractor may be less than the “not to exceed” amount. The actual amount to be paid to Contractor may be less than that amount.
- B.** Compensation for professional services as described in Exhibit A will be paid on an hourly rate based upon the Schedule of Rates in Exhibit B of this Agreement, which will constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. Standard reimbursable costs will be reimbursed without mark-up.
- C.** Annual adjustment of hourly rates will be considered upon written request from Contractor. Approval of a request for rate increases is solely within the City’s discretion and under no circumstances is the City obligated to approve such a request. Rate increases are subject to the following limitations:
 - 1. No increases will be granted before the one-year anniversary of the Agreement.
 - 2. No more than one increase will be granted annually.
 - 3. Rate increases may not exceed the current average inflation rate for the Portland Metropolitan Area (as determined by the US Department of Labor statistics).
 - 4. Rate increases must be requested annually, and no missed increase in the year may be made up by exceeding the annual CPI in future years.
 - 5. Rate increases cannot be retroactive.
- D.** Contractor is entitled to receive progress payments for its work pursuant to any issued Task Order. The City will pay Contractor based on these invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete work based on the Agreement without additional compensation unless there is a change to the scope of work.
- E.** Any estimate of the hours necessary to perform the work is not binding on the City. Contractor remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.
- F.** Payment will be made upon receipt of billings based on the work completed. Contractor will submit billings to City periodically, but not more frequently than monthly. Payment by the City releases the City from any further obligation for payment to Contractor for service or services performed or expenses incurred as of the date of the statement of services. Payment will be made only for work actually completed as of the date of invoice. Payment will not be considered acceptance or approval of any work or waiver of any defects therein.
- G.** Contractor must furnish certified cost records for all billings to substantiate all charges.

Contractor's accounts are subject to audit by the City. Contractor will submit billings in a form satisfactory to the City. At a minimum, each billing will identify the Task Order under which such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task. Billings must also include Contractor's employer identification number or social security number, as the City deems applicable.

- H. Contractor must obtain, prior to the execution of any performance under this Agreement, a City of Tigard Business License. The Tigard Business License is based on a calendar year with a December 31st expiration date. New businesses operating in Tigard after June 30th of the current year will pay a pro-rated fee through the end of the calendar year.
- I. The City certifies that sufficient funds are available and authorized for this Agreement during the current fiscal year. Funding during future fiscal years is subject to budget approval by Tigard's City Council.

4. OWNERSHIP OF WORK PRODUCT

City is the owner of and is entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence, or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION

Neither party may assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment has any force or effect unless and until the other party has consented. If City agrees to assignment of tasks to a subcontract, Contractor is fully responsible for the acts or omissions of any subcontractors and of all persons employed by them. Neither the approval by City of any subcontractor nor anything contained herein creates any contractual relation between the subcontractor and City. The provisions of this Agreement are binding upon and will inure to the benefit of the parties to the Agreement and their respective successors and assigns.

6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is an independent contractor as defined by ORS 670.600 and not an employee of City. Contractor is not entitled to benefits of any kind to which an employee of City is entitled and is solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City is entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.
- B. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. CONFLICT OF INTEREST

The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed their normal charge for the type of service provided.

8. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor represents that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of a Contractor's work by City will not operate as a waiver or release.

To the extent allowed by law, Contractor agrees to indemnify and defend the City, its officers, employees, agents, and representatives and hold them harmless from any and all liability, claims, losses, and damages, that may be asserted by any person or entity to the extent such liability, claims, losses, and damages arise from the fault of Contractor. Relative to professional services, Contractor's duty to defend is limited to reimbursement of reasonable legal costs should Contractor be found liable by adjudication or alternative dispute resolution or otherwise resolve by settlement agreement. In no event shall defense costs charged to the Contractor exceed Contractor's proportionate percentage of fault. Such indemnification will also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of this indemnification.

9. INSURANCE

Contractor and its subcontractors must maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. Such insurance must cover risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor must provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor will obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (CG 2010 1185 or equivalent). The policy must be endorsed with Additional Insured, Per Project Aggregate, Products and Completed Operations, and Personal & Advertising Injury endorsements. This coverage must include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000

Each Occurrence

\$2,000,000

B. Commercial Automobile Insurance

Contractor must also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles on an "occurrence" form. The Combined Single Limit per occurrence may not be less than \$2,000,000.

If Contractor uses a personally owned vehicle for business use under this Agreement, the Contractor will obtain, at Contractor's expense, and keep in effect during the term of the contract, business automobile liability coverage for all owned vehicles on an "occurrence" form. The Combined Single Limit per occurrence may not be less than \$2,000,000.

C. Workers' Compensation Insurance

All employers, including Contractor, that employ subject workers who work under this Agreement in the State of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor will ensure that each of its sub-contractors complies with these requirements.

D. Additional Insured Provision

All required insurance policies, other than Workers' Compensation and Professional Liability, must name the City its officers, employees, agents, and representatives as additional insureds with respect to this Agreement.

E. Insurance Carrier Rating

Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. All policies of insurance must be written by companies having an A.M. Best rating of "A-VII" or better, or equivalent. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

F. Self-Insurance

The City understands that some contractors may self-insure for business risks and the City will consider whether such self-insurance is acceptable if it meets the minimum insurance requirements for the type of coverage required. If Contractor is self-insured for commercial general liability or automobile liability insurance, Contractor must provide evidence of such self-insurance. Contractor must provide a Certificate of Insurance showing evidence of the coverage amounts on a form acceptable to the City. The City reserves the right in its sole discretion to determine whether self-insurance is adequate.

G. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, Contractor will furnish a Certificate of Insurance to the City. No contract is effective until the required Certificates of Insurance have been received and approved by the City. The certificate will specify and document all provisions within this Agreement and include a copy of Additional Insured Endorsement. A renewal certificate will be sent to the below address prior to coverage expiration.

H. Primary Coverage Clarification

The parties agree that Contractor’s coverage is primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

I. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability policies required by this Agreement.

A certificate in form satisfactory to the City certifying the issuance of such insurance will be forwarded to:

City of Tigard
Attn: Contracts and Purchasing Office
ContractsPurchasing@tigard-or.gov

At the discretion of the City, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, may be required to be forwarded to the above address.

Such policies or certificates must be delivered prior to commencement of the work. The procuring of such required insurance will not be construed to limit Contractor’s liability hereunder. Notwithstanding said insurance, Contractor is obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

10. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments will be made in writing and may be given by personal delivery, mail, email, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses will be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD	
Attn:	Attn:
Address: 13125 SW Hall Blvd Tigard, OR 97223	Address:
Phone: (503) 718-	Phone: ()
Email:	Email:

Notice will be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, upon successful fax. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills, and payments are to be given by giving written notice pursuant to this paragraph.

11. SURVIVAL

The terms, conditions, representations, and warranties contained in this Agreement survive the termination or expiration of this Agreement.

12. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No

modification of this Agreement will be effective unless and until it is made in writing and signed by both parties.

13. TERMINATION WITHOUT CAUSE

At any time and without cause, City has the right in its sole discretion to terminate this Agreement by giving notice to Contractor. If City terminates this Agreement pursuant to this paragraph, City will pay Contractor for services rendered to the date of termination.

14. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (A) will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this Agreement within the time specified,
or
- 2) If Contractor fails to perform any of the other provisions of this Agreement or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided above related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor will be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, provided, that the City may deduct the amount of damages, if any, sustained by City due to breach of contract by

Contractor. Damages for breach of contract include those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

15. REMEDIES

Any violation or default entitles the City to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 1) Termination of this Agreement, in whole or in part;
- 2) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to City's setoff right, including but not limited to City's cost to cure; and
- 3) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.

16. ACCESS TO RECORDS

City will have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

17. HAZARDOUS MATERIALS

Contractor will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and all Oregon safety and health requirements. In accordance with OSHA and Oregon OSHA Hazard Communication Rules, if any goods or services provided under this Agreement may release, or otherwise result in an exposure to, a hazardous chemical under normal conditions of use (for example, employees of a construction contractor working on-site), it is the responsibility of Contractor to provide the City with the following information: all applicable Safety Data Sheets, the identity of the chemical/s, how Contractor will inform employees about any precautions necessary, an explanation of any labeling system, and the safe work practices to prevent exposure. In addition, Contractor must label, tag, or mark such goods.

18. FORCE MAJEURE

Neither City nor Contractor will be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled will within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification will not be the basis for a claim for additional compensation. Each party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

19. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or

relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

20. HOURS OF LABOR, PAY EQUITY

In accordance with ORS 279B.235, the following are hereby incorporated in full by this reference:

- A.** Contractor may not employ an individual for more than 10 hours in any one day, or 40 hours in any one week, except as provided by law. For contracts for personal services, as defined in ORS 279A.055, Contractor must pay employees at least time and a half pay for all overtime the employees work in excess of 40 hours in any one week, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- B.** Contractor must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- C.** Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- D.** Contractor must comply with the pay equity provisions in ORS 652.220. Compliance is a material element of this Agreement and failure to comply will be deemed a breach that entitles City to terminate this Agreement for cause.

21. NON-DISCRIMINATION

Contractor will comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of services under this Agreement, including, without limitation:

- 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, as amended by the ADA Amendments Act (ADAAA) of 2008 (Pub L No 101- 336); and
- D.** ORS 659A.142, including all amendments of and regulations and administrative rules, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

22. ERRORS

Contractor will perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

23. EXTRA (CHANGES) WORK

Only the City's Project Manager for this Agreement may change or authorize additional work. Failure of Contractor to secure authorization for extra work constitutes a waiver of all right to adjust the

contract price or contract time due to such unauthorized extra work and Contractor will not be entitled to compensation for the performance of unauthorized work.

24. STANDARD OF CARE

Contractor will perform all work under this Agreement with the care and skill used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locale (the "Standard of Care"). Should Contractor not meet the Standard of Care, it must correct its work at its cost.

Any intellectual property rights delivered to the City under this Agreement and Contractor's services rendered in the performance of Contractor's obligations under this Agreement, will be provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

25. ATTORNEY'S FEES

In the event an action, suit or proceeding, including appeal, is brought for failure to observe any of the terms of this Agreement, each party is responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding, or appeal.

26. CHOICE OF LAW, VENUE

The provisions of this Agreement are governed by Oregon law. Venue will be the State of Oregon Circuit Court in Washington County or the U.S. District Court for Oregon, Portland.

27. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor will comply with all applicable federal, state and local laws, rules and regulations applicable to the work in this Agreement.

28. CONFLICT BETWEEN TERMS

In the event of a conflict between the terms of this Agreement and Contractor's proposal or terms, this Agreement will control. In the event of conflict between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement will control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A will control.

29. AUDIT

Contractor will maintain records to assure conformance with the terms and conditions of this Agreement and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

30. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation of the Agreement and, if negotiations fail, may terminate the Agreement.

31. COMPLIANCE WITH TAX LAWS

Contractor represents and warrants that Contractor is, to the best of the undersigned’s knowledge, not in violation of any Oregon tax laws including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor’s failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executed this Agreement or during the term of this Agreement is a default for which the City may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or applicable law.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed by their duly authorized officials. Awarded by Tigard’s Local Contract Review Board at their _____meeting.

CITY OF TIGARD	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
SERVICES TO BE PROVIDED

INTRODUCTION

SCOPE OF WORK

SCHEDULE MILESTONES

COST/RATE ESTIMATES

EXHIBIT B
CONTRACTOR'S PROPOSAL