



CITY OF TIGARD, OREGON

REQUEST FOR PROPOSALS

TREE PLANTING AND ESTABLISHMENT SERVICES

DATE DUE: Thursday, May 28, 2009
TIME DUE: 2:00 pm

Envelopes must be sealed and marked with Project Title.
Proposers must submit one (1) original and three (3) complete copies of their proposal.

| PROJECT MANAGER | RFP QUESTIONS: |
|--|---|
| Todd Prager, City Arborist City of Tigard, Community Development Phone: (503) 718-2700 Fax: (503) 718-2748 Email: todd@tigard-or.gov | Joe Barrett, Sr. Management Analyst City of Tigard, Finance Phone: (503) 718-2477 Fax: (503) 684-7297 Email: joseph@tigard-or.gov |

SUBMIT PROPOSAL TO:
Joe Barrett, Sr. Management Analyst
City of Tigard – Information Desk
13125 SW Hall Blvd.
Tigard, Oregon 97223

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
TREE PLANTING AND ESTABLISHMENT SERVICES**

The City of Tigard will receive sealed proposals from firms qualified to perform services related to tree planting and establishment services until 2:00 pm local time on Thursday, May 28, 2009, to the attention of Joe Barrett, Sr. Management Analyst, at Tigard City Hall's Information Desk located at 13125 SW Hall Blvd., Tigard, Oregon 97223. This work will include a focus on tree planting and establishment projects on publicly owned lands, and public right of ways adjacent to private property within the City of Tigard.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

RFP packets may be downloaded from <http://www.tigard-or.gov> or obtained in person at Tigard City Hall's Information Desk located at 13125 SW Hall Blvd., Tigard, Oregon 97223.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279.029. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes 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.

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DATE: Monday, May 11, 2009

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SECTION 1

INTRODUCTION

The City of Tigard will receive sealed proposals from firms qualified to perform services related to tree planting and establishment services until 2:00 pm local time on Thursday, May 28, 2009, at to the attention of Joe Barrett, Sr. Management Analyst, at Tigard City Hall's Information Desk located at 13125 SW Hall Blvd., Tigard, Oregon 97223. This work will include focus on tree planting and establishment projects on publicly owned lands, and public right of ways adjacent to private property within the City of Tigard.

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The City is seeking services to cover the planting and early establishment of trees, including, but not limited to:

- Planning,
- Coordination,
- Site Assessment,
- Site Design
- Site Plan Preparation,
- Permit Acquisition
- Site/Soil Preparation,
- Plant and Landscaping Materials Selection,
- Plant and Landscaping Materials Installation,
- Inventory,
- Information Management,
- Maintenance, and
- Monitoring.

Enlarging, improving, and sustaining a diverse urban forest in Tigard is an essential component of the City's environmental stewardship goals. Each tree planting site in Tigard is unique, requiring site analysis, site design, site plan preparation, permit acquisition, site/soil preparation, appropriate species selection, appropriate planting techniques, and specific maintenance techniques during tree establishment. Assessing the conditions of each planting location is vital to:

- Determining the site preparation, planting techniques, and tree species required
- Identifying the equipment, materials, and resources required both before planting and during subsequent maintenance of trees during the establishment period
- Assisting with the development of management plans for plantings that will allow the trees to be sustained over the long term.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279.029. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

SECTION 2
PROPOSER'S SPECIAL INSTRUCTIONS

A. PROPOSED TIMELINES

| | |
|---|--|
| <u>Monday, May 11, 2009</u> | Advertisement and Release of Proposals |
| <u>Thursday, May 28, 2009 – 2:00 pm</u> | Deadline for Submission of Proposals |
| <u>Week of June 01, 2009</u> | Interviews (if necessary) |
| <u>Tuesday, June 23, 2009</u> | Award of Contract by LCRB |
| <u>Wednesday, July 01, 2009</u> | Commencement of Services |

NOTE: The City reserves the right to modify this schedule at the City's discretion. Proper notification of changes in the will be made to all interested parties.

B. GENERAL

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

C. PROPOSAL SUBMITTAL

The Proposal and all amendments must be signed and submitted no later than 2:00 pm on Thursday, May 28, 2009 to the address below. Each proposal must be submitted in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows.

RFP - Tree Planting & Establishment Services

Due: Thursday, May 28, 2009 – 2:00 pm
City of Tigard – Information Desk
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

D. 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 Purchasing Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office 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 five- (5) days before the proposal closing date. 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 should be directed to Joe Barrett, Management/Contracts Analyst, Buyer and be marked as follows:

RFP Specification/Term Protest

City of Tigard
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

E. PROPOSAL SUBMISSION AND SIGNING

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

F. COST OF PREPARING A PROPOSAL

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

G. INTERPRETATIONS AND ADDENDA

All questions regarding this project proposal shall be directed to Joe Barrett, Sr. Management Analyst at either (503) 718-2477 or joseph@tigard-or.gov. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the "Acknowledgment of Addendum" with proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

H. BUSINESS TAX/FEDERAL TAX ID REQUIRED

The City of Tigard Business Tax is required. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business Tax. No contracts shall be signed prior to the obtaining of the City of Tigard Business Tax. Upon award of proposal, contractor shall complete a W-9 form for the City.

I. CITY'S PROJECT MANAGER

The City's Project Manager for this work will be Todd Prager, City Arborist, who can be reached either by phone at (503) 718-2700 or by email at todd@tigard-or.gov.

J. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

K. FORM OF CONTRACT

A copy of the City's standard form personal service contract, which the City expects the successful firm or individual to execute, is included as "Attachment C". The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms shall submit a protest or request for change in

accordance with Section 2.D “Protest of Scope of Work or Terms” or their exceptions will be deemed waived.

L. TERM OF CONTRACT

The term of the contract shall be a period of one (1) year with the option to renew for an additional four (4) one-year periods. The total term of the contract cannot exceed five (5) years.

M. TERMINATION

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days’ written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

N. INTERGOVERNMENTAL COOPERTIVE PURCHASING

The bidder submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect the City of Tigard usage only.

Each participating agency shall execute its own contract with the lowest responsible/responsive bidder for its requirements. Any bidder(s), by written notification included with their bid, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

O. NON-COLLUSION

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

P. PUBLIC RECORD

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public.

**SECTION 3
BACKGROUND**

The focus of these tree planting and establishment projects will be on publicly owned lands, and public right of ways adjacent to private property within the City of Tigard. The City of Tigard collects tree mitigation fees from development projects that remove trees and are unable to plant the required amount of replacement trees. The tree mitigation fees are used by the City to plant trees at appropriate locations on public lands. The goals are to:

- Replace trees and tree canopy lost during urban development and natural attrition,
- Improve the aesthetic character of the City as a whole, and
- Maximize the environmental and economic benefits provided by trees in urban areas.

The City will plant both native and non-native trees that are appropriate for specific site conditions. The City will rely predominantly on the City’s private contractors for site analysis, site/soil preparation, planting, and establishment of trees. Trees planted by request of private property owners along right of ways fronting their properties will be maintained by property owners both during the establishment period and subsequent

growth. Trees planted on other public lands may be maintained by the City's private contractor during establishment (up to 3 years after planting depending on site conditions), but will become the responsibility of the respective property owner after the establishment period.

SECTION 4 **SCOPE AND SCHEDULE OF WORK**

This services agreement covers tree planting and establishment projects, including but not limited to planning, coordination, site assessment, site design, site plan preparation, permit acquisition, site/soil preparation, plant and landscape materials selection, plant and landscape materials installation, inventory, information management, maintenance, and monitoring activities. Enlarging, improving, and sustaining a diverse urban forest in Tigard is an essential component of the City's environmental stewardship goals. Each tree planting site in Tigard is unique, requiring site analysis, site design, site plan preparation, permit acquisition site/soil preparation, appropriate species selection, appropriate planting techniques, and specific maintenance techniques during tree establishment. Assessing the conditions of each planting location is vital to:

1. Determining the site preparation, planting techniques, and tree species required,
2. Identifying the equipment, materials, and resources required both before planting and during subsequent maintenance of trees during the establishment period, and
3. Assisting with the development of management plans for plantings that will allow the trees to be sustained over the long term.

A. DURATION OF AGREEMENT

This agreement will become effective upon execution and will be for a period of one year with the option to renew for four additional one-year periods. The total life of the agreement may not exceed five years.

Awarded Contractor shall not begin any work on any given project until formal notice to proceed is given by the City's Contract Manager.

B. SUBJECT MATTER OF WORK

When requested to do so by the City, Contractor may submit quotes for the following services:

1. Category 1: planning, coordination, site assessment, site design, site plan preparation, permit acquisition, site/soil preparation, plant and landscape materials selection, plant and landscape materials installation, inventory, information management, maintenance, and monitoring activities.
2. Category 2: irrigation services.

C. PROJECT ASSIGNMENT

1. The City reserves the right to use alternate Contractors for any project that may arise if it is deemed to be in the City's best interest to do so.
2. Prior to the City assigning any project to the awarded Contractor, there may be a pre-project meeting, the purpose of which will be to enable the awarded Contractor to ask questions

concerning the project and to clarify any uncertainties concerning the project prior to their providing a time and cost estimate to the City.

3. Prior to work on a project, awarded Contractor shall provide the City with a project estimate which includes a time estimate and hourly unit prices, as well as a total project estimated cost.
4. In addition, before the awarded Contractor begins a project, the Contractor shall prepare and submit to the City's Contract Manager, a written work plan detailing the Contractor's work schedule, including milestones, and project approach under which the work will be completed. All work must be completed no later than the deadline established by the City's Contract Manager.

D. UNIT PRICES

1. All project estimates shall be based upon the hourly and unit prices that will be contained in the agreement between the City and the awarded Contractor. These costs shall be based upon the awarded Contractor's response to this RFP.

The City may, at its sole discretion, require estimates to be based upon another method for certain projects.

E. WORK TASK DESCRIPTIONS

1. **Site Planning—Site Survey** -When directed to do so by the City, Contractor shall survey and document the existing conditions of the planting site. Relevant survey information may include but not be limited to soil conditions, topography, drainage, water sources, water pressure, water availability, above and below ground utilities, buildings, infrastructure, street lights, intersections, street signs, driveways, fire hydrants, existing trees, existing landscaping, existing pests and diseases, existing drainage, and any other existing site conditions that may be relevant to a particular project.
2. **Site Planning—Lab Tests** - When directed to do so by the City, Contractor shall collect and prepare soil and/or plant samples for analysis by a qualified testing laboratory. The materials and methods used to collect and prepare the samples shall follow the specifications of the particular laboratory used. The purpose of the tests may include but not be limited to determining soil texture, soil fertility, and existing pests, weeds, and diseases.
3. **Site Planning—Site Plan Preparation** - When directed to do so by the City, Contractor shall prepare accurately scaled landscape drawings that reflect both existing site conditions and future planting plans. Information displayed on the plans may include the items listed under Work Task Description 1, as well as proposed tree and landscaping planting locations, proposed irrigation installations, proposed soil amendments, proposed erosion control materials and methods, proposed planting details/specifications, proposed irrigation details/specifications and other information relevant to a particular project. The plans shall be prepared in accordance with applicable federal, state, regional, local, and other jurisdictional requirements.
4. **Site Preparation—Permit Acquisition** - When directed to do so by the City, Contractor shall secure federal, state, regional, local and any other permits required for execution and/or completion of a particular project.
5. **Site Preparation—Area Spray** - When directed to do so by the City, Contractor shall spray areas of unwanted vegetation with herbicide. Contractor shall not damage existing vegetation

identified by the City to remain during spraying. Spraying shall be in accordance with applicable federal, state, regional, local, and other jurisdictional requirements.

6. **Site Preparation—Spot Spray** - When directed to do so by the City, Contractor shall spot spray unwanted vegetation with an approved herbicide. Contractor shall ensure that the volume of spray mixture is sufficient to adequately cover all unwanted vegetation at the site. Contractor shall not damage existing vegetation identified by the City to remain during spraying. Spraying shall be in accordance with applicable federal, state, regional, local, and other jurisdictional requirements.
7. **Site Preparation—Mow/Cut** - Contractor shall remove invasive species using manual (e.g., sheering) or mechanical (i.e., weed whipping or mowing) means to control invasive vegetation. Contractor shall avoid damaging existing vegetation identified by the City to remain when conducting these activities.
8. **Site Preparation—Cut and Remove Blackberries** - Contractor shall remove blackberry using manual (e.g., chain sawing or flail mowing) means. Contractor shall avoid damaging existing vegetation identified by the City to remain when conducting these activities.
9. **Site Preparation—Circle Scalp** - When directed to do so by the City, Contractor shall prepare individual planting locations by scraping away all live and dead vegetation, roots and rhizomes from a circle that is at least twice the diameter of the root ball of the tree to be planted. Where the slope of the ground is greater than 20%, Contractor shall also construct a flat planting area.
10. **Site Preparation-Grading or Filling** - When directed to do so by the City, Contractor shall grade soil or add soil if required by the project's guidelines.
11. **Site Preparation—Irrigation Installation** - When directed to do so by the City, Contractor shall install irrigation for trees and other landscaping to be planted. Irrigation types may include but not be limited to above or below ground sprinkler systems as well as drip irrigation. Contractor may be required to install water meters, backflow preventers, valves, pumps, sprinkler heads, laterals, automatic timers, and other equipment depending on the scope, requirements, and objectives for the particular project. Contractor may be required to develop an irrigation proposal and plan per item 3 above based on a survey of existing water sources and conditions per item 1 above. Irrigation installation shall be in accordance with the most current revision of the Irrigation Association's, *Turf and Landscape Irrigation Best Management Practices*.
12. **Site Preparation—Drainage** - When directed to do so by the City, Contractor shall install drainage systems that are appropriate for the site. Drainage systems may include but not be limited to French drains with at least 2% fall to an area with more permeable soil or outlet at a lower grade, boring holes 4-6 inches in diameter in the bottom of planting holes through hardpan soil layers, and amending/altering existing soil conditions to facilitate drainage.
13. **Site Preparation—Soil Preparation** - When directed to do so by the City, Contractor shall loosen/till soil prior to planting trees. At a minimum, soil shall be loosened/tilled to a depth equal to that of the tree's root ball, and a width equal to at least twice the diameter of the root ball. Soil loosening may be achieved by use of hand tools, roto-tillers, or other equipment depending on existing conditions.

14. **Site Preparation—Soil Amendment** - When directed to do so by the City, Contractor shall amend the soil with organic materials, fertilizer, or other soil amendments specified by the City to the depth and ratio determined by the City.
15. **Site Preparation—Erosion Control** - When directed to do so by the City, Contractor shall prepare an erosion control plan per item 3 above and/or install erosion control devices depending on the needs and requirements of the particular project.
16. **Planting—Plant Selection** - When directed to do so by the City, Contractor shall select the size and species of tree(s) specified for a particular project. The purpose of the following specifications is to obtain vigorous, healthy trees that can be easily trained into attractive and structurally strong mature trees.
- a. The plant material shall be of high grade, and shall meet the size and grading standards of the American Standard for Nursery Stock (ANSI Z-60.1). Trees that are identified as not meeting these standards will be subject to rejection by the City.
 - b. All trees shall be true to type or name as ordered or shown on the plans and shall be individually tagged or tagged in groups by species and cultivar (variety).
 - c. All trees shall be vigorous, have a form typical for the species or cultivar, be well rooted, be free from wounds, and be properly trained.
 - d. The height, crown spread, diameter, and root size of all trees shall be appropriate for the type of stock and in proportion to one another.
 - e. The root ball of all trees shall be moist throughout and shall show no signs of moisture stress.
 - f. Tree crown: (round headed) broad-leaved, decurrent trees
 - i. Crown shall be uniform in conformation with a single, straight trunk that has not been headed or that could be pruned to a leader.
 - ii. The most recent shoots shall be vigorous and of acceptable length.
 - g. Priority shall be given to the selection of trees that stand upright without support.
 - h. Priority shall be given to the selection of trees with small (<1/4 diameter of trunk) temporary branches along the trunk below the scaffolds.
 - i. Tree crown: (broad-leaved or coniferous, excurrent (central trunk) trees
 - i. Crown shall be uniform in conformation with a single, straight trunk with no double leaders (codominant stems) or vigorous, upright branches competing with the central leader.
 - ii. Radial and vertical distribution of branches shall form a symmetrical crown.
 - j. Roots: container, boxed, or balled-in-burlap trees regardless of species or mature size
 - i. The tree shall be free of roots visibly circling the trunk and free of “knees” (roots) protruding above the soil.
 - ii. Roots shall extend to the edge of the container, box, or burlap and be sufficiently dense to hold soil together

- k. Bare-root stock: Root spread shall adhere to the most recent edition of ANSI 760.1 sections 1.2, 1.2.1, and 1.2.2.
 - l. In case a sample of trees inspected is found to be defective, Contractor shall notify the City. The City reserves the right to reject the entire lot or lots of trees represented by defective samples. Any plants rendered unsuitable for planting will be considered as samples and will be subject to rejection.
- 17. Planting—Plant Delivery -** When directed to do so by the City, Contractor shall deliver trees to a project area in a way that protects them from damage. Above ground parts shall be protected from cuts, scraps, breakage, wind damage, sun scald, drying out, and other damage during delivery. In addition, the root ball and root system shall also be protected from breakage, scrapes, drying out, and other damage during delivery. Trees that are identified as having been damaged during delivery will be subject to rejection by the City.
- 18. Planting—Tree Planting -** When directed to do so by the City, Contractor shall plant trees according to the guidelines set forth by the International Society of Arboriculture and the City's accepted planting procedures outlined in Chapter 18.745 of the Tigard Municipal Code. The Contractor shall also be responsible for avoiding conflicts with underground utilities. The planting hole shall be two to five times the diameter of the root ball depending on soil conditions and specifications for a particular project. The depth of the hole shall be no more than the depth of the root ball. It may be acceptable to plant the root ball 2-3 inches higher than surrounding grade in order to allow for some settling after planting. The bottom of the hole shall be firm to prevent the root ball from sinking into unsettled soil. If the trunk flare of the nursery tree is not visible, soil shall be removed until the trunk flare is sufficiently exposed. If the root ball has burlap and a wire cage, the wire cage shall be removed entirely and as much of the burlap shall be removed as possible. In no case shall the burlap be exposed above the soil surface after planting. The contractor shall examine the root ball for circling roots and loosen, cut, or remove them prior to planting. If circling roots are excessive and/or the root system is defective, the Contractor shall notify the City for an inspection. The Contractor shall gently place the root ball in the hole. The contractor shall backfill the hole with soil until the hole is one-third full, and gently but firmly pack the soil around the base of the root ball. The contractor shall continue to backfill the hole a few inches at a time until full, and water in between backfilling in order to allow soil settling and removal of air pockets.
- 19. Planting—Bamboo Staking -** If directed to do so by the City's site inspector, Contractor shall install bamboo stakes adjacent to planted tree seedlings. Stakes shall be driven vertically into the ground at a location four inches from the base of the plant, and to a depth of 12 inches. Contractor shall stake each plant on the date it is planted, even if the plant has been designated for plant protection.
- 20. Planting – Lodgepole Staking -** If directed to do so by the City's site inspector, Contractor shall install two, 8' min. lodgepole stakes adjacent to newly planted trees. Stakes shall be driven vertically into the ground at a location just outside the root mass/ball of the tree, and to a depth of at least 2 feet. Contractor shall attach opposing flexible ties to the stakes that will provide support for the trees, allow for some sway of their trunks, and not damage their bark/cambium. Contractor shall stake and tie each tree on the date it is planted, even if the tree has been designated for plant protection.

21. **Planting—Guying** - If directed to do so by the City, Contractor shall install guy wires for the purpose of anchoring trees during specific circumstances. The particular method of guying shall be determined by the City and the Contractor depending on circumstances such as soil texture, topography, tree height, root ball size, available space, prevailing winds, branching patterns, and other conditions.
22. **Planting—Mulch Application** - If directed to do so by the City, Contractor shall place mulch in the form of wood chips or shavings around each planted tree. Mulch shall be used for each plant, and the mulch shall be spread to a diameter which is twice the diameter of the root ball of the tree and a depth of three inches without covering the tree's stem. The City's site inspector may change the quantity and kind of mulch material when warranted by site conditions.
23. **Planting—Pruning Newly Planted Trees** - When directed to do so by the City, Contractor shall prune newly planted trees. Pruning of newly planted trees shall be limited to removal of broken, torn, rubbing, or dead branches. Pruning cuts shall be made just outside the branch collar of the parent branch with sharp, clean bypass type hand pruning shears. Cuts that are larger than one-half inch in diameter shall be made with sharp, clean lopping shears or pruning saws. All pruning shall be performed or directly supervised by an International Society of Arboriculture (ISA) certified arborist. All pruning shall be in accordance with American National Standards Institute (ANSI) A-300 guidelines or ISA *Tree Pruning Guidelines*.
24. **Plant Protection—Tube Installation** - If requested to do so by the City's site inspector, Contractor shall install plant tubing on selected plants. All tubing shall be installed on the day of planting. The City's site inspector shall determine which plants are to receive tubing. Contractor shall position the bottom end of the tube so that it is in full contact with the ground. The tube shall be centered on the plant, and shall be installed so that it remains in full contact with the ground when subjected to a moderate upward tug. The maximum allowed lean of the tube is two inches from vertical, measured from the top of the tube. Contractor shall not damage the plant during tube installation. Plants with skinned bark, a broken terminal leader, a curled leader inside the tube, or a leader protruding through the side of the tube will be subject to rejection by the City. Unless otherwise directed by the City's site inspector, Contractor shall anchor each plant tube with one bamboo stake. A three-foot stake shall be woven vertically through the tube webbing a minimum of four times and shall be driven into the ground to a depth of 10 inches. Where rocky ground prevents driving the stake to the full depth on the first attempt, the stake shall be moved to a location where the tube can be driven to a depth where it securely holds the tube. If such a location does not exist, Contractor shall notify the site inspector and the site inspector will determine whether tubing should be used at the location in question. Contractor shall discard and replace stakes broken during installation.
25. **Plant Protection—Wire Cage Installation** - When directed to do so by the City, Contractor shall install welded wire mesh cages. Contractor shall support the cages with metal or wood stakes. The City's site inspector will designate which plants will receive the cages.
26. **Maintenance—Mow/Cut** - When requested to do so by the City, Contractor shall maintain planted project sites using manual (e.g., sheering, grubbing or scalping) or mechanical (e.g., weed whipping or mowing) means to control unwanted vegetation. Contractor shall not damage existing vegetation identified by the City to remain when conducting these activities.
27. **Maintenance—Spot Spray** - When directed to do so by the City, Contractor shall spot spray plants identified as unwanted by the City with herbicide during site maintenance. Contractor

shall ensure that the volume of spray mixture is sufficient to adequately cover all invasive vegetation at the site. Contractor shall not damage existing vegetation identified by the City to remain during spraying. Spraying shall be in accordance with applicable federal, state, regional, local, and other jurisdictional requirements.

28. **Maintenance —Truck/Hand Watering -** When directed to do so by the City, Contractor shall acquire and deliver clean well water to plants in project planting areas using a tanker truck and hoses. Contractor shall ensure that each live plant planted in the area identified for watering receives the specified quantity of water at the specified time.
29. **Maintenance – Above/Below-Ground Irrigation -** When directed to do so by the City, Contractor shall provide all necessary maintenance to irrigation systems in order to provide effective, reliable, efficient and proper amounts of water to ensure the survivability of the trees. Irrigation maintenance shall be in accordance with the most current revision of the Irrigation Association's, *Turf and Landscape Irrigation Best Management Practices*.
30. **Maintenance- Pruning -** When directed to do so by the City, Contractor shall prune trees beginning after the first full growing season in order to begin developing strong structure and desirable form. All pruning shall be performed or directly supervised by an ISA certified arborist. All pruning shall be in accordance with ANSI A-300 guidelines or ISA *Tree Pruning Guidelines*. The basic goal of pruning shall be the development of a strong leader and crown structure. This shall be accomplished by:
 - a. Maintaining a single, straight trunk and removing or pruning back strong branches that compete with it.
 - b. Providing adequate vertical and radial spacing of potential scaffold branches. Branches shall be less than three quarters diameter of the main stem and spaced at least 6-12 inches apart.
 - c. Maintaining temporary branches (small laterals below the desired height of the lowest main branch) along the trunk for the first 2-4 years after planting until they become one-half inch in diameter.
 - d. Providing adequate distribution of foliage throughout the crown. One half of the foliage should be on branches (permanent and temporary) arising in the lower two-thirds of the tree. Pruning cuts shall be made just outside the branch collar of the parent branch with sharp, clean bypass type hand pruning shears. Cuts that are larger than one-half inch in diameter shall be made with sharp, clean lopping shears or pruning saws.
31. **Maintenance- Miscellaneous -** When directed to do so by the City, Contractor shall perform other duties not listed above that will benefit the overall outcome of individual projects.
32. **Disposal- All Phases -** Contractor shall properly dispose of waste during all phases of individual projects. All waste shall be reused and/or recycled whenever possible. Waste disposal shall be in accordance with applicable federal, state, regional, local, and other jurisdictional requirements.

SECTION 5
PROPOSAL CONTENT AND FORMAT

A. FORMAT

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

1. Title Page

Proposer should identify the RFP subject, name and title of contact person, address, telephone number, fax number, email address and date of submission.

2. Transmittal Letter

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Proposer's understanding of the project and services to be performed;
- b. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and The names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).

3. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4. Firm Qualifications

- a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar studies and projects.

5. Project Approach

- a. Submit a work plan to accomplish the scope of work defined in the section entitled "Scope and Schedule of Work" in this RFP. The work plan should include time estimates (in hours) for each significant segment of the project and the staff level to be assigned. Where possible, individual staff members should be named and their titles provided. The planned use of specialists (if any) should be described.
- b. Indicate the extent to which City personnel would be expected to contribute to the project work effort.

6. Hourly/Unit Pricing

The majority of assigned projects shall be based upon hourly/unit pricing (See Section 4.D). Proposing firms shall supply hourly/unit cost on provided Attachment D. Only hourly/unit prices that are detailed on Attachment D shall be review by the City. No other form may be used.

The City shall evaluate the hourly/unit pricing based upon a rough estimate of the number of hours for standard services involved in anticipated type projects. These are only very rough estimates of the hours required for services. Hours may vary over the life of the contract. The total cost based upon these hours and hourly/unit pricing (i.e. 10 hrs of A task

@ \$40 + 10 hrs of B task (@ \$50 = \$900) shall determine the ranking in the City's evaluation of this criteria.

The estimated hours for each task are as follows (also detailed in Attachment D):

| SERVICE DESCRIPTION | ESTIMATED HOURS |
|---------------------|-----------------|
| Planning | 100 |
| Site Preparation | 100 |
| Planting | 100 |
| Plant Maintenance | 100 |
| Irrigation Services | 100 |

B. ADDITIONAL SERVICES

Provide a brief description of any other services that your firm could provide the City and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an "as needed" basis, to be provided and billed for separately.

C. ADDITIONAL INFORMATION

Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.

D. REFERENCES

Please list three (3) references (See Attachment B) with, at the minimum, the follow information:

1. Company Name
2. Project Title
3. Contact Individual Name
4. Contact Phone

E. DISPUTES

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

F. CITY PERSONNEL

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

**SECTION 6
PROPOSAL EVALUATION PROCEDURES**

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer which best meets the City's needs based upon its evaluation of a firms proposal. Proposals will be evaluated in accordance with the following:

- | | | |
|-----------|--|-------------------------|
| 1. | <u>Completed Proposal submitted on time</u> | <u>Pass/Fail</u> |
| 2. | <u>An original plus three (3) copies of the complete proposal</u> | <u>Pass/Fail</u> |
| 3. | <u>Transmittal letter</u> | <u>Pass/Fail</u> |
| 4. | <u>Firm qualifications</u> | <u>50 points</u> |

| | | |
|---------------------------------------|--|--------------------------|
| 5. | <u>Project understanding and approach</u> | <u>25 points</u> |
| 6. | <u>Hourly/Unit pricing</u> | <u>25 points</u> |
| <u>TOTAL EVALUATION POINTS</u> | | <u>100 POINTS</u> |

B. PRESENTATION/INTERVIEW

At the option of the City, the top scoring Proposers (based on the criteria points) may be asked to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any fee amount originally proposed. The City's Project Manager will schedule the time and location of these presentations and notify the selected firms. If the City elects to conduct a presentation/interview process, 25 criteria points will be assigned to the process and will be added to the participating Proposers' total points.

C. INVESTIGATION OF REFERENCES

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

D. CLARIFICATION OF PROPOSALS

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

E. RESERVATION IN EVALUATION

The Selection Committee reserves the right to either: (a) request "Best and Final Offers" from the two finalist firms and award to the lowest priced or (b) to reassess the proposals and award to the vendor determined to best meet the overall needs of the City.

F. INTENT OF AWARD

Upon review of the proposals submitted, the City may negotiate a scope of work and a personal service agreement with one firm, or may select one or more firms for further consideration.

G. PROTEST OF 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 award to file a written protest.

H. PROPOSAL REJECTION

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;
2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. In the event two or more proposals shall be for the same amount for the same work, the City shall follow the provisions of LCRB 30.095 and Section 137-095 of the Oregon Attorney General's Model Public Contract Manual;
5. Reject all proposals;
6. Award any or all parts of any proposal; and
7. Request references and other data to determine responsiveness.

**SECTION 7
PROPOSAL CERTIFICATIONS**

Non-discrimination Clause

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 purchase order 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: _____

Firm Name: _____

Address: _____

Resident Certificate

Please Check One:

Resident Vendor: Vendor 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 Vendor: Vendor does not qualify under requirement stated above.
(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

**SECTION 8
SIGNATURE PAGE**

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

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

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: _____

Address: _____

Telephone Number: _____ Fax Number: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: _____

If corporation, attest: _____
(Corporate Officer)

Corporation Partnership Individual

Federal Tax Identification Number (TIN): _____

**ATTACHMENT A
ACKNOWLEDGMENT OF ADDENDA
City of Tigard, Oregon
Request for Proposal
Tree Planting and Establishment Services
Close: Wednesday, May 28, 2009, 2:00 pm**

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA (*If none received, write "None Received"*):

- | | |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |

Date

Signature of Proposer

Title

Corporate Name

**ATTACHMENT B
STATEMENT OF PROPOSAL**

Name of Consultant: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____ Fax: _____ Email: _____

accepts all the terms and conditions contained in the City of Tigard Request for Proposal for Tree Planting and Establishment Services and the attached personal services contract (Attachment C):

Signature of authorized representative

Date

Type or print name of authorized representative

Telephone Number

Type or print name of person(s) authorized to negotiate contracts

Telephone Number

REFERENCES

Reference #1

Telephone Number

Project Title

Contact Individual

Reference #2

Telephone Number

Project Title

Contact Individual

Reference #3

Telephone Number

Project Title

Contact Individual



**ATTACHMENT C
CITY OF TIGARD, OREGON
AGREEMENT FOR SERVICES RELATED TO
(ENTER CONTRACT TITLE)**

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

RECITALS

WHEREAS, Contractor has submitted a bid or proposal to City to provide specific services; and

WHEREAS, Contractor is in the business of providing specific services and is aware of the purposes for which City requires the services; and

WHEREAS, City and Contractor wish to enter into a contract under which City shall purchase the services described in Contractor's bid or proposal;

THEREFORE, The Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor agrees to provide services related to (enter project title or brief description) as detailed in Exhibit A – Scope of Services and by this reference made a part hereof.

2. EFFECTIVE DATE AND DURATION

Contractor shall initiate services upon receipt of City's notice to proceed, together with an executed copy of this Agreement. This Agreement shall become effective upon the date of execution and shall expire, unless otherwise terminated or extended, on (Enter end date). All services shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor an amount not exceeding (Amount in words) and (00-99)/100 dollars (\$Amount in numbers) for performance of those services described herein, which payment shall be based upon the following applicable terms:

- A.** Payment will be made in installments based on Contractor's invoice, subject to the approval by the City, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- B.** Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- C.** Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the prosecution of this work.
- D.** Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.
- E.** Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- F.** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to

become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.

- G. Contractor shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one work week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- H. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical, hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- I. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

5. **ASSIGNMENT/DELEGATION**

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

6. **SUBMITTING BILLS AND MAKING PAYMENTS**

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

| CITY OF TIGARD | (CONTRACTOR) |
|---|--|
| Attn: (City's contact person's name) | Attn: (Contractor's contact person's name) |
| Address: 13125 SW Hall Blvd. Tigard, Oregon 97223 | Address: (Contractor's mailing address) |
| Phone: (503) (Project Mgr's phone #) | Phone: (Project Mgr's phone #) |
| Fax: (Project Mgr's fax #) | Fax: (Project Mgr's fax #) |
| Email Address: (Contact person's email)@tigard-or.gov | Email Address: (Contact person's email) |

7. **TERMINATION**

The parties agree that any decision by either party to terminate this Agreement before (day) of (month), (year) shall be accompanied by thirty (30) days written notice to the other party prior to the date termination would take effect. There shall be no penalty for early termination. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered prorated to the date of termination.

8. **ACCESS TO RECORDS**

City shall 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.

9. **FORCE MAJEURE**

Neither City nor Contractor shall 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 disenabled, including but not restricted to, natural disaster, war, 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

disenabled shall 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 shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

10. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

11. INDEMNITY/HOLD HARMLESS

Contractor shall defend, indemnify and hold harmless City, City's officers, employees, agents and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's sole negligence.

12. INSURANCE

Contractor shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder.

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

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

| <u>Coverage</u> | <u>Limit</u> |
|---|--------------|
| General Aggregate | 1,000,000 |
| Products-Completed Operations Aggregate | 1,000,000 |
| Personal & Advertising Injury | 1,000,000 |
| Each Occurrence | 1,000,000 |
| Fire Damage (any one fire) | 50,000 |
| Medical Expense (any one person) | 5,000 |

B. Business Automobile Liability Insurance

If Contractor will be delivering any goods or services which require the use of a vehicle, Contractor shall provide City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If

Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

C. Workers' Compensation Insurance

The Contractor and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Insurance Carrier Rating

All coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

E. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

20. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including witness fees (expert and non-expert), attorney's fees and court costs on appeal.

21. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this agreement.

22. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the terms of proposal conflicting herewith.

23. 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 shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

24. **INDUSTRIAL ACCIDENT FUND PAYMENT**

Contractor shall pay all contributions or amount due the Industrial Accident Fund form that Contractor or subcontractors incur during the performance of this Agreement.

25. **COMPLETE AGREEMENT**

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibit, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A shall control. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that Contractor has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

Approved by Tigard's Local Contract Review Board: _____

CITY OF TIGARD

(CONTRACTOR)

By: Authorized City Representative

By: Authorized Contractor Representative

Date

Date

EXHIBIT A
SCOPE OF SERVICES (Contract Template)

EXHIBIT B
CONTRACTOR'S PROPOSAL (Contract Template)