



REQUEST FOR PROPOSALS

SANITARY SEWER, STORMWATER, AND WATER SYSTEM MASTER PLANS UPDATE Professional Engineering Services

**ADVERTISEMENT DATES:
Wednesday, October 22, 2025
and Friday, October 24, 2025**

Address Proposals to:

Sofi Lam, P.E.
Civil Engineer
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140

Proposals due: Tuesday, December 2, 2025 4:00 p.m.

Proposals must be sealed in an opaque envelope, plainly marked as follows:
"Sanitary Sewer, Stormwater, and Water System Master Plans Update Professional
Engineering Services." Electronically mailed or faxed Proposals will not be accepted.
Include the name and address of the Proposer.

Proposers must submit one (1) hardcopy set and (1) pdf version on a flash drive of
the Proposal. Proposals received after this date and time will not be accepted.
Faxed or emailed proposals are not acceptable.

The City of Sherwood reserves the right to reject any or all Proposals.

REQUEST FOR PROPOSALS
City of Sherwood
Sanitary Sewer, Stormwater, and Water System Master Plans Update
Professional Engineering Services

The City of Sherwood Engineering Department invites qualified firms and individuals to submit proposals to provide Professional Engineering Services for the Sanitary Sewer, Stormwater, and Water System Master Plans Update. Full RFP information is available for review on the RFP project webpage.

<https://www.sherwoodoregon.gov/business-development/rfps/>

Sealed Proposals will be accepted until 4:00 p.m. on Tuesday, December 2, 2025 to Sofi Lam, P.E., City of Sherwood, 22560 SW Pine Street, Sherwood, Oregon 97140. Facsimile or electronically transmitted proposals will not be accepted. Late proposals will be rejected and returned to the submitter. No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

Proposers are required to certify non-discrimination in employment practices in accordance with ORS 279A.110(4), and identify resident status as defined in ORS 279A.120(1). Pre-qualification of Proposers is not required. All Proposers are required to comply with the provisions of Oregon Revised Statutes.

The City of Sherwood reserves the right to (1) reject any or all proposals not in compliance with public contracting procedures; (2) postpone award of the contract for a period not to exceed 180 days from the date of proposal opening; (3) waive informalities in the proposals; and (4) select the proposal that appears to be in the best interest of the City.

PUBLISHED: Portland Daily Journal of Commerce

DATES: Wednesday, October 22, 2025 & Friday, October 24, 2025

General Information

The City of Sherwood is seeking the services of a qualified consulting engineering firm to prepare a comprehensive Master Plan Update for each system, Sanitary Sewer System, Stormwater System, and Water System. The City of Sherwood has undertaken this revision and updating of the Master Plan to identify the infrastructure necessary to deliver sanitary sewer, storm sewer and water services to our current and future customers within the Urban Growth Boundary (UGB) and areas of interest of the City of Sherwood. The study objectives includes:

1. Provide solutions to existing problems and inadequacies in the following:
 - a. Sanitary sewer system, including but not limited to service mains, collection, and conveyance;
 - b. Storm sewer systems, including but not limited to collection, conveyance, treatment and detention facilities;
 - c. And water system, including but not limited to service mains, service pressures, and reservoir capacity.
2. Recommendation for expansion and extension of the sanitary sewer, storm sewer, and water system to serve future growth including costs¹.
3. Provide a review of the current funding for the sanitary sewer, stormwater, water system program and define possible funding options.
4. Provide all evaluations required by OAR 333-061-0060(5), including a seismic risk assessment and mitigation plan, for the water system Master Plan update.

Consultants may propose between one utility Master Plan or all three Master Plan updates. The City may choose to award the project to a single consultant for all three Master Plan updates or multiple Consultants if deemed in the best interest of the City. Consultants should clearly state which Master Plan(s) they are proposing on.

Closing Date and Anticipated Project Schedule

Submit one (1) hardcopy set and (1) pdf version on a flash drive of the consultant's proposal in an envelope marked:

**CITY OF SHERWOOD, OREGON
REQUEST FOR PROPOSALS
FOR CONSULTANT SERVICES
SANITARY SEWER, STORMWATER, AND WATER SYSTEMS
MASTER PLANS UPDATE**

Addressed to: City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140
Attn: Sofi Lam

All proposals must be received no later than 4:00 pm (local time), Tuesday, December 2, 2025. Proposals received after this date and time will not be accepted. Faxed or emailed proposals are not accepted.

¹Scope and fees for work outside of UGB to be tracked separately from efforts within current city limits in final scope of work and fee schedule.

Funding for this project is from the City's current budget for fiscal year (FY) 2025-2027. Award of a Consultant contract is anticipated to occur in January.

The process and timeline for selection of a consultant for this project are outlined below. This schedule is subject to change if additional time is needed.

Advertisement	October 22 & 24, 2025
RFP Question Submission Deadline	November 5, 2025, 4pm
Addenda Issuance Deadline	November 12, 2025, 4pm
Proposals Due	December 2, 2025, 4pm
Consultant Interviews	Week of December 15th
Notice of Intent to Award	January 5, 2026
Award Protest Deadline	January 12, 2026
City Council Approval	January 20, 2026
Contract Award	January 21, 2026

The preparation of the recommended Master Plan Updates shall be completed by June 30, 2027. This will include bound copies required to begin the public review and hearing process. Public review and final adoption will occur shortly after the City receives bound copies.

Proposal Instructions

The Consultant must submit a definitive proposal for the end results that are set forth in this RFP. The proposal must describe the intended performance of the Consultant on the activities prescribed and the resources to perform the activities. The selected Consultant must have demonstrated experience in this type of study. The professional staff necessary to conduct the required study must be available for timely response in preparing the Master Plan Updates. The Consultant should have available a project manager with demonstrated skill in managing an interdisciplinary team.

The City expects the Consultant to maintain the same project manager and key team members through the duration of the project. Sub-consultants proposed by the Consultants shall be listed in the proposal.

The Consultant shall provide a current rate schedule for all consultant and sub-consultant team members who will be assigned to the project. For the hardcopy proposal, the rate schedule shall be submitted in a separate sealed envelope with the following information clearly printed on the envelope:

City of Sherwood, Oregon
Request for Proposals for Consultant Services
Sanitary Sewer, Stormwater, and Water Systems Master Plans Update
Consultant & Sub-consultant Rate Schedule

For the electronic copy in the flash drive, the rate schedule shall be in a separate pdf file than the proposal and shall be properly named with "RFP Master Plans Update Rate Schedule."

The rate schedule envelop and pdf will be opened when a Consultant has been selected and negotiations for final Scope of Work and Consultant Fees are undertaken.

Evaluation Criteria

The proposals will be reviewed by a selection committee consisting of at least four City staff members and will be scored and ranked according to the following criteria:

- **Introductory Letter (10 points)**
Letter shall include a brief statement of the Consultant's understanding of the project and services to be performed and the names of persons authorized to represent the Consultant, including their titles, addresses, telephone numbers, and email addresses.
- **Firm's Capabilities (20 points)**
Describe the Consultant's firm size, office locations, and relevant capabilities and resources to be used on this project.

Provide at least three (3) references from former clients with summaries or samples of previous work that demonstrate the Consultant's ability to conduct a study of this scope and magnitude. Emphasis should be placed on local projects for public agencies within the region or Clean Water Services district. Project history should also include original and final contract costs and explain any cost overruns and corrective actions taken.
- **Project Team (20 points)**
Provide an overview of the Consultant team highlighting their experience, qualifications, and technical capabilities relevant to the project. Briefly describe key personnel and include key staff resumes. Provide organizational chart of the proposed project team and estimate the percentage of time key personnel will be devoted to this project.
- **Project Approach and Schedule (40 points)**
Proposals shall clearly define tasks and activities necessary to meet the objectives and a work plan for completing the work. This section should demonstrate knowledge of the type of work requested, ability to solve anticipated issues that may arise, and ability to offer innovative ideas.

Project schedule shall identify all tasks and milestones. Clearly delineate tasks in the schedule for Consultants and tasks for City staff for input and review.
- **Management and Quality Control (10 points)**
Describe the approach and methodology of managing work tasks and coordination, sequence and control of field and office operations to accomplish work in a timely manner. Indicate how the Consultant ensures project progress and quality control.

Mention how and to what extent the need for utilizing City staff to assist the Consultant within the duration of the project and indicate the approximate time requirement.
- **Total Possible Points Awarded (100 points)**

Interview and Selection

If determined to be necessary or desirable by the City, top ranking Consultants may be invited to participate in an additional in-person interview evaluation process. The City will notify chosen Consultants of the interview evaluation time and location.

The City reserves the right to negotiate a final contract that is in the best interest of the City. The City will attempt to reach a final agreement with the highest ranked Consultant. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Consultant, and so on with the remaining Consultants, until an agreement is reached. In the alternative, the City may at any time elect to reject all proposals and begin the RFP process over.

Modification

Any proposer may modify its proposal at any time, in writing, prior to the scheduled closing time for receipt of proposals. Any modification must include a statement that the modification amends and supersedes the prior offer and shall be marked with the Solicitation Name and "Proposal Modification."

If the modification concerns the price or terms, the amount of change shall be shown in such a manner as to allow the City to clearly understand the price or terms. For example, "Total price in the sealed document is amended by reducing the contract price by \$5,000." Any ambiguity, should it occur, will be viewed in terms most favorable to the City.

Scope of Work

General Statement

The City of Sherwood provides utilities to a current population of approximately 20,868. The scope of work includes a Master Plan Update for each utility, Sanitary Sewer, Stormwater, and Water Systems. Each of the Sanitary Sewer, Stormwater, and Water Systems Master Plans Update to be addressed by this RFP is intended to provide an evaluation of the prior system plans, current system conditions, and projected future needs for serving build-out within the City's UGB. Future urban service demands and capacity enhancement measures are also to be analyzed. Additionally, the City will work with the selected consultant to define several major areas of interest currently outside the City's UGB. These areas include Metro's urban reserve areas and will be analyzed for feasibility of future service by the City. A conceptual description of the engineered systems to serve the urban reserve areas and a planning level cost will be part of the analysis. Detailed scope and cost of this work will be determined separately with the selected consultant. The Water System Master Plan must be in compliance with Oregon Administrative Rule (OAR 660-011 and 333-061).

Public review of the system plans will be accomplished through public informational workshops and formal hearings before the Planning Commission and the City Council for final adoption.

Evaluate Current Plans, System Conditions, and Preliminary Alternatives

Consultant shall review existing system Master Plans, reports, studies, codes, regulations, etc., provided by the City; prepare final schedule, and hold a kick-off meeting with the City of Sherwood staff. The City will provide the selected Consultant a copy of the following documents (except as noted):

Sherwood Operating and Financial Data

- Current City budget
- Sewer, Stormwater, and water system maintenance reports

- Three years accurate budget data showing real cash flow; both income and expenses
- Intergovernmental Agreement (IGA) with CWS

Master Plans

- City of Sherwood Sanitary System Master Plan, September 2016, Murray, Smith, & Associates, Inc.
<https://www.sherwoodoregon.gov/wp-content/uploads/2025/02/Resolution-2007-071-Accept-the-Sanitary-Master-Plan-08.07.2007.pdf>
- City of Sherwood Stormwater Master Plan, May 2016, Murray, Smith & Associates, Inc.
<https://www.sherwoodoregon.gov/wp-content/uploads/2025/02/Resolution-2007-066-Adopt-Stormwater-Master-Plan-07.17.2007.pdf>
- City of Sherwood Water System Master Plan Update, May 2015, Murray, Smith, & Associates, Inc.
<https://www.sherwoodoregon.gov/wp-content/uploads/2025/02/updated-water-system-master-plan-2016.pdf>
- CWS Sanitary Sewer East Basin Master Plan, June 2021, Carollo and Jacobs
<https://cleanwaterservices.org/our-water/watershed/assessment-planning/>
- City of Sherwood, Comprehensive Plan, December 2021
https://www.sherwoodoregon.gov/wp-content/uploads/2025/03/sherwood_2040_comprehensive_plan.pdf

Oregon Administrative Rules

- Chapter 333, Division 61, Drinking Water (not provided, linked below):
<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1273>
- Chapter 660, Division 11, Public Facilities Planning (not provided, linked below):
<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=3061>

Local/Regional Plans

- Sherwood West
- Metro's Urban Reserve Areas

Maps

- Sherwood Zoning Map
- Sherwood West Concept Plan Maps and Data
- GIS Data

This information is also available for review on the RFP project webpage.

<https://www.sherwoodoregon.gov/business-development/rfps/>

The City will be very interested in innovative ideas the Consultant may have that would save the City money in operation, maintenance, design and construction of future systems and financing, all of which would fall within the scope of a Master Plan.

Executive Summary, Conclusions, and Recommendations

- Purpose – an explanation of why this Master Plan Update is being prepared.
- Summary – provide a summary of the findings of the Master Plan Update.
- Conclusions – provide a detailed list of the conclusions of the Master Plan Update.
- Recommendations – provide a detailed list of the recommendations for the Master Plan Update including project descriptions and cost estimates. An operational strategy and a detailed capital improvement plan are of major importance.

Sherwood's Existing System

Describe Sherwood's existing sanitary sewer, stormwater, and water system and include community, system infrastructure, regulatory and financial background.

Community Background

Briefly describe the customer base and land use; residential, commercial, and industrial customers; political jurisdictions and agreements; population and a history of Sherwood's sanitary sewer, stormwater, and water system.

System Infrastructure Background

- Provide information and mapping of the physical features of the existing system as well as an explanation of how the system is currently operated (Operational Strategy). It will also include information on sewer and stormwater discharge volumes.
- CWS is responsible for wastewater treatment, trunk sewers (24-inch and above), sewer pump stations, and sewer pressure mains. The Master Plan Update should have a brief description as to how the Sherwood collection system interrelates to the regional system.
- Provide a description of existing reserve capacity; evaluate future urban area service potential and a discussion of the computer model, maps, and system expansion strategies for each of the Master Plan Updates.

Federal, State, and Local Rules and Regulations

Provide a discussion of the Federal, State, and local rules and regulations that relate to the Sherwood sanitary sewer, stormwater, and water systems.

Funding and Budget

Provide a description and discussion of Sherwood's existing funding mechanisms encompassing operations and maintenance (O&M) and capital improvements plan (CIP). Discuss the City's system development charge (SDC) and its inter-relationship with CWS.

Goals of the Master Plan Update

Goals include providing adequate service for current customers and future growth within and outside the UGB, solving operational and infrastructure problems with existing system and ensuring compliance with regulatory guidelines.

- Future growth – Review, validate, and update as appropriate the growth assumptions and needed projects listed in the current master plan document to accommodate current projected growth to the limits of the UGB and beyond.
- Infrastructure Problems and Needs – Discuss both operational deficiencies and infrastructure deficiencies of each existing system. This will be accomplished through

reviewing existing reports, by holding interviews with appropriate City staff and field investigation.

- Infrastructure requirements include the need to make appropriate considerations for future service outside the current UGB. What reserve capacity may exist, and what potential future service outside the current UGB. What reserve capacity may exist and what potential future urban areas can be most efficiently and cost effectively served by extension of the existing or planned City system.
- As part of OAR 333-061-0060(5), a seismic risk assessment and mitigation plan for the water system shall be included in the evaluation.
 - The seismic risk assessment must identify critical facilities capable of supplying key community needs, including fire suppression, health and emergency response and community drinking water supply points.
 - The seismic risk assessment must identify and evaluate the likelihood and consequences of seismic failures for each critical facility.
 - The mitigation plan may encompass a 50-year planning horizon and include recommendations to minimize water loss from each critical facility, capital improvements or recommendations for further study or analysis.

Alternatives and their Evaluation

Propose and evaluate alternatives that will meet the previously listed goals and will address future system demands, infrastructure needs, regulatory issues, and implementation. Each alternative proposed will include a detailed description, cost analysis, layout drawings and other appropriate material.

- Operational Alternatives – A component of this Master Plan will be the development of improvements to the existing operational strategy, including CWS operational objectives and recommendations on how those can be achieved.
- Infrastructure Alternatives –
 - Sanitary Sewer: the Master Plan Update will develop detailed alternatives for collection and transmission to the CWS Regional System. Alternatives for expanding the collection system to serve future sewer demand within the Sherwood UGB and urban reserve areas will be developed, including line sizes, need for lift stations, and normal sewer system appurtenances; keeping in mind CWS's role relative to treatment, pump station, and major trunk sewers.
 - Stormwater: the Master Plan Update will develop detailed alternative for collection and treatment to an approved outfall. Alternatives for expanding the collection system to serve future storm sewer demand within the Sherwood UGB and urban reserve areas will be developed, including line sizes and treatment facilities.
 - Water: the Master Plan Update will develop detailed alternatives for storage and distribution. Alternatives for expanding the system to serve future water demand within the Sherwood UGB and urban reserve areas will be developed, including line sizes and need for reservoirs.
- The selected Consultant will work closely with designated City staff from Public Works and Engineering Departments in developing the above alternatives.

The Recommended Plan

Describe the recommended improvement plans that will allow Sherwood to meet the goal of providing services to our existing and future users within and outside the UGB. This will incorporate the recommended sanitary sewer, stormwater, and water system operational strategy, and any other recommended O&M improvements. A detailed and prioritized CIP will be

required. Prioritization of proposed plans and alternatives will be accomplished jointly with Consultant and City staff.

The recommended physical improvements will encompass collection and transmission to CWS system for sanitary sewer, collection, treatment, and outfall structures for stormwater, and distribution and storage for water system. Detailed mapping, narrative project descriptions, and cost tables shall be included. Costs will be based on the current year and will be indexed to the most applicable ENR index for future construction.

Provide a “cash flow analysis” using the past three year’s audited financial statements as a basis. This analysis is to be projected out no more than ten years at current bond interest rates for both the sewer, stormwater, water fund, and the SDC funds.

The rate structure and SDC study will be evaluated separately after the recommended operational and infrastructure costs are adopted in each Master Plan.

Implementation

Provide an implementation strategy for the recommended plan. Details will include graphs, cost tables, and description of the sufficient detail to give the City information to schedule and plan phased improvements depending on demand and as areas are developed within the UGB and the urban reserve area.

For example, a new development could be proposed in an area outside the current City limits but within the UGB or urban reserve area. This Master Plan Update will give City staff sufficient information to:

- Determine if the system has the capacity to serve the development at the location proposed;
- Determine the required system improvements to serve the development, line size, gravity service or lift station, treatment facility, and flow demands.
- Determine the approximate cost of the required improvements; and
- Determine how the required improvements fit within the overall plan for expanding the system.

Appendices

The Master Plan update appendices will include data, modeling results, reference list, maps, other reports, and any other material necessary to provide full background information relied upon in developing the Master Plan Update recommendations. The appendices may be bound in a separate volume if needed.

Review Process

- Draft Review – As draft chapters are completed, they are to be presented to staff for review and comment. The City assumes there will be a 30%, 60%, and 90% review of the report. Submit electronic copies to the City for review and comment.
- Final Review Process – Electronically submit final review draft to the City for review and comment and meet with City staff to present the draft plan, answer staff questions, and incorporate appropriate comments into draft plan. Allow 4 weeks for final review.
 - At this time, the City will submit the Sanitary Sewer and Stormwater System Master Plan Updates to CWS for their final review and comment. The selected Consultant will be required to respond to comments from CWS. The City will submit the Water

System Master Plan Updates to Tualatin Valley Fire and Rescue (TVF&R) and City of Wilsonville for their records.

Prepare Final Recommended System Plan and Conduct Public Hearings

Submit up to fifteen (15) bound copies of each final recommended plan, and 15 copies of a simple summary brochure to City staff to begin public hearing process. Consultant shall assist City staff in presenting final plan to the Planning Commission and Council, at least one workshop, and at least one public hearing.

Submit Final Adopted Plans

Submit a flash drive with the electronic file in PDF format along with 5 bound copies, and 5 copies of a simple executive summary brochure, of each adopted Master Plan Update to the City, within two (2) weeks of final adoption.

Other Information and Requirements

1. Nondiscrimination. By the act of submitting a proposal in response to this RFP, Proposer certifies, under penalty of perjury, that Proposer has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts. The successful contractor agrees that, in performing the work called for by this proposal and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry, or sexual preference unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental disability.
2. Employees and Officials Not to Benefit. No employee or elected official of the City of Sherwood shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

No material, labor, or facilities will be furnished by the City unless otherwise provided for in the RFP.

3. Proposal Costs. Proposers responding to the RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with responding to the RFP. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Consultant in protesting any portion of RFP documents or the City's selection decision.
4. City's Reservation of Rights. The City reserves the right to:
 - a. Accept or reject any or all proposals received as a result of this RFP;
 - b. Negotiate contract terms with qualified Proposer;
 - c. Take into consideration any or all information supplied by the Proposer in his/her proposal and the City's investigation into the experience and responsibility of the Proposer. In addition, the City may accept or reject proposals based on minor variations from the stated specifications, when such action is deemed to be in the City's best interest. Further, the City reserves the right to waive informalities in the submitted proposal.

- d. Terminate negotiations and reject the highest ranked Proposer in the event agreement cannot be reached within a reasonable amount of time. The City may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on until negotiations result in a Contract.
 - e. Award a contract to that respondent the City determines to be the most responsible and responsive to this RFP. The successful Proposer shall commence work only after an agreement with the City is negotiated, a contract fully executed, and notice to proceed has been issued.
 - f. Cancel the RFP process entirely if deemed in the best interest of the City.
5. The proposal must state that the Consultant is an Equal Opportunity Employer and will comply with all Federal, State, and local laws, rules, and regulations.
6. Legal Requirements. Selection of a proposer under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Sherwood.

The selected proposer shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all applicable state and federal wage and hour laws; (v) all regulations and administrative rules established pursuant to the foregoing laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

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

The City of Sherwood has a variety of ordinances and policies, which may or may not apply to a subsequent agreement, including, but not limited to, background checks of employees and licensing requirements. Application of these requirements will be determined based on the structure of any subsequent agreement.

End of Main RFP Document (see below for Appendix A – Sample Contract)



Home of the Tualatin River National Wildlife Refuge

APPENDIX A SAMPLE CONTRACT

CITY OF SHERWOOD
Engineering Department
22560 SW Pine St.
Sherwood, OR 97140
503-625-5722

CONTRACT FOR PROFESSIONAL SERVICES

PROJECT NAME:

CONTRACT PARTIES: **City of Sherwood**
[hereafter called City]

and

[hereafter called Consultant]

C.O.S. PROJECT MANAGER:

ACCOUNT #:

FUND #:

DEPT:

JOB #:

VENDOR #:

URA RES:

PHASE:

SCOPE of WORK:

Attached as Exhibit A ☐

FEE SCHEDULE:

Attached as Exhibit B ☐

SCHEDULE of WORK:

effective date:

expiration date:

PAYMENT:

City agrees to pay Consultant based on
the Fee Schedule an amount not to exceed

for the Scope of Work.

A performance bond in the amount of the maximum contract payment amount set forth immediately above, and a payment bond in the amount of 50% of the performance bond amount, ☐ are ☒ are not required for this Contract.

CONSULTANT DATA, REGISTRATION, and SIGNATURE

CONSULTANT FIRM:

LIC #:

ADDRESS:

VOICE:

CONTACT:

FAX:

TITLE:

I, the undersigned, agree to perform the work outlined in this Contract in accordance with the terms and conditions listed on pages 2-6 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

CONSULTANT:

signature

date

CITY OF SHERWOOD APPROVALS (consult the City's Delegation of Contracting Authority policy for requirements)

PROJECT MANAGER:

signature

date

CITY ENGINEER:

signature

date

DEPARTMENT DIRECTOR:

signature

date

FINANCE DIRECTOR:

signature

date

CITY MANAGER:

signature

date

CITY ATTORNEY
Approved as to Form:

signature

date

STANDARD CONTRACT PROVISIONS

(These provisions not to be altered without approval of the City Attorney.)

1. Access to Records

The Consultant shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

2. Audits

- (a) The City, either directly or through a designated representative, at City's expense except as provided in subsection 2(b), may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- (b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City. If the payments to the Consultant were in excess of the amount to which the Consultant was entitled by five percent (5%) or more, then Consultant shall additionally repay to the City the reasonable costs of the audit performed under subsection 2(a).
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the Contract expiration date, or early termination of this Contract, shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

4. Payments

City agrees to pay Consultant based on the fee schedule in Exhibit B, attached hereto and incorporated herein by reference, in a total sum not to exceed the amount indicated on the cover page of this Contract, for the scope of work identified in Exhibit A, attached hereto and incorporated herein by reference. Consultant shall submit detailed written invoices to City for work performed, referencing the work performed and the fee schedule in Exhibit B, at a frequency not to exceed one invoice per calendar month, and no later than sixty (60) calendar days after performance of the work referenced in the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall submit payment to Consultant or shall notify Consultant in writing of any dispute with regard to such invoice.

5. Early Termination of Contract

- (a) The City and the Consultant, by mutual written agreement, may terminate this Contract at any time.
- (b) The City, by written notice to the Consultant, may terminate this Contract for any reason deemed appropriate in its sole discretion, such termination to be effective thirty (30) calendar days after the effective date of such notice or at such later date as specified in such notice.
- (c) City may terminate this Contract by written notice to Consultant, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:
 - (1) City fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Consultant's work;
 - (2) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;
 - (3) Consultant no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the Consultant to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that Consultant no longer meets requirements for such license or certificate.
 - (4) City determines, in its sole discretion, that Consultant has violated section 25, **Information Technology**.
- (d) Either the City or the Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- (e) Upon receiving a written notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice. Upon termination of this Contract,

Consultant shall deliver to City all documents, information, works in progress, and other property that are or would be deliverables had the Contract been completed.

6. Payment on Early Termination

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.
- (b) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the Consultant due to a breach by the City, the City shall pay the Consultant as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the City due to a breach by the Consultant, the City shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination, all of the Consultant's work product will become and remain property of the City.

7. Remedies

- (a) In the event of termination under subsection 5(d), **Early Termination of Contract**, hereof, by the City due to a breach by the Consultant, the City may complete the work itself, by contract with another consultant, or by a combination thereof. Any additional cost to perform the work will be taken from the unpaid balance due to the consultant.
- (b) The remedies provided to the City under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Contract by the City, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(d), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Consultant shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Contract, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Consultant further agrees that Consultant will be solely responsible for ensuring any sub-consultants fully comply with the terms of this Contract, and that Consultant will be solely liable for actions or omissions of sub-consultants under this Contract.

9. Compliance with Applicable Law

In connection with its activities under this Contract, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

10. Indemnity - Standard of Care

If Consultant's services involve engineering or planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Contract. Consultant 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 Consultant's work by City will not operate as a waiver or release.

To the fullest extent permitted by law, and except to the extent prohibited under ORS 30.140(4), Consultant shall defend indemnify, and hold harmless City and its officers, agents, volunteers, and employees against any and all liability, settlements, loss, damage, costs, and expenses arising from or in connection with any action, suit, demand, or claim resulting from, attributable in whole or in part to, or in any way connected with Consultant's and Consultant's officers', agents', volunteers', and employees' negligent acts, errors, or omissions in the course of performing this Contract. Consultant's activities are deemed to include those of subcontractors. This section will survive the termination or revocation of this Contract, regardless of cause.

This section will survive the termination or revocation of this Contract, regardless of cause.

11. Insurance

Consultant shall obtain at its expense, and maintain for the term of this contract, occurrence form commercial general liability and commercial automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles, for the protection of Consultant, the City, its Councilors, officers, agents, volunteers, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate. Such insurance shall name the City as an additional insured. Consultant, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract, who are subject

employers under the Oregon Workers' Compensation Law, shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$1,000,000 each accident shall be included. Consultant shall obtain at its expense and maintain for the term of this contract, professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's errors, negligent acts, omissions, activities or services, in an amount not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate limit not less than \$2,000,000. Such insurance shall be endorsed to include contractual liability. If Consultant obtains professional errors and omissions liability insurance on a claims made form, Consultant shall maintain three (3) years of tail coverage for the three (3) years after the accepted completion of the Contract by the City. All policies will provide for not less than thirty (30) calendar days' written notice to the City before they may be canceled. Prior to commencing work under this Contract, and thereafter upon request, Consultant shall furnish the City certificates of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance required by this Contract. Additionally, if Consultant is subject to the professional errors and omissions liability insurance tail coverage requirement under this section, Consultant shall furnish the City, upon the accepted completion of the Contract by the City, a certificate of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance meeting said requirement.

12. Ownership of Work Product

All work products of the Consultant, which result from this Contract, are the exclusive property of the City; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.

13. Nondiscrimination

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

14. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

15. Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. Waiver

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

17. Errors

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

18. Governing Law; Forum

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any trial will be to the court without a jury.

19. Amendments

The City and the Consultant may amend this Contract at any time only by written amendment executed by the City and the Consultant.

20. License

Prior to beginning work under this Contract, the Consultant shall provide a professional registration number in the space provided on page one of this Contract, if required by the City.

21. Payment to Vendors and Sub-consultants

Consultant must promptly pay any persons supplying services, material, or equipment to Consultant in its performance of the work under this Contract. Consultant shall not take or fail to take any action in a manner that

causes the City or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

22. Exhibits

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit letter and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.

List of Exhibits

Exhibit A – Scope of Work

Exhibit B – Fee Schedule

23. Merger Clause

This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract 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 Contract. Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

24. Mediation

- (a) Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- (b) The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

25. Information Technology

If Consultant access to City's information technology systems is necessary for the performance of this Contract:

- (a) Consultant agrees to sign and be bound by the terms of the City's then-current Contractor Security Policy, as it may be amended by City from time to time during the course of this Contract.
- (b) Consultant shall use the standard of care in its profession to safeguard any and all usernames, passwords, and other confidential information relating to accessing said systems; will limit access to such information to the smallest number of Consultant's employees and/or subcontractors as is reasonably practical; and will provide City with the names of all such employees and/or subcontractors who will be provided such information;
- (c) Consultant will not attempt to access any City information technology resources beyond those necessary for performance of this Contract; and
- (d) Consultant will be solely liable for any damages to City's information technology systems, data breaches, and any other losses or damages relating to Consultant's access to City's information technology systems.

26. Notice

Any notice required to be provided to City under this Contract shall be provided to the City Project Manager specified on the cover page of this Contract at the address for the City specified on the cover page of this Contract. Any notices required to be provided to Consultant under this Contract shall be provided to the Consultant Contact specified on the cover page of this Contract at the address for the Consultant specified on the cover page of this Contract. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal. Either party may alter the person designated for receipt of notices under this Contract by written notice to the other party.

27. Miscellaneous Terms

- (a) Consultant Identification. Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.
- (b) Duty to Inform. Consultant shall give prompt written notice to City if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of City's rights.

- (c) Independent Contractor. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- (d) Time is of the Essence. Time is of the essence under this Contract.
- (e) Authority. The parties signing this Contract are authorized to sign and to bind their respective contracting parties to the terms of the Contract.
- (f) Conflict of Interest. Except with City's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Contract, including, without limitation, concurrent employment on any project in direct competition with the subject of this Contract.
- (g) No Third-Party Beneficiaries. City and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

28.

Statutory Provisions

- (a) As provided by ORS 279B.220, Consultant shall:
 - (1) Make payment promptly, as due, to all persons supplying to Consultant labor or material for the performance of the work provided for in this Contract.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Consultant or subcontractor incurred in the performance of this Contract.
 - (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (b) As provided by ORS 279B.230, Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (c) As provided by ORS 279A.110, Consultant may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If Consultant violates this subsection, City may regard the violation as a breach of contract that permits the City to: (1) terminate this Contract; or (2) exercise any remedies for breach of contract that are reserved in this Contract.
- (d) As required by ORS 279B.235:
 - i. Consultant's employees shall be paid at least time and a half for all overtime worked, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. Consultant must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this 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.
 - ii. Consultant must comply with ORS 652.220 and shall not unlawfully discriminate against any of Consultant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Consultant's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles City to terminate this Contract for cause.
 - iii. Consultant may not prohibit any of Consultant's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Consultant 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.

[SIGNATURES ON COVER PAGE TO CONTRACT]