

**CITY OF SILVERTON  
JOINT CITY COUNCIL AND PLANNING COMMISSION SPECIAL MEETING  
CITY COUNCIL REGULAR MEETING  
Monday, July 15, 2024 – 6:30 PM**



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**City Hall, Council Chambers (204) – 410 N. Water St. Silverton, OR**

*Americans with Disabilities Act – The City of Silverton intends to comply with the A.D.A. The meeting location is accessible to individuals needing special accommodations such as a sign language interpreter, headphones, or other special accommodations for the hearing impaired. To participate, please contact the City at 503-874-2204 at least 48 hours prior to the meeting.*

A copy of the full packet is available on the City’s website at <https://silverton.or.us/meetings>. In accordance with House Bill 2560 and City of Silverton Resolution 22-06, the meeting will be held in a hybrid format: in person, and electronically using the Zoom web conference platform. Please submit written comments to [publiccomment@silverton.or.us](mailto:publiccomment@silverton.or.us) by 3:00 PM on Monday, July 15, 2024. Comments received will be shared with the City Council and included in the record. If you wish to participate through the Zoom web conference platform, see the meeting information below.

**Zoom meeting link:**  
City Council

<https://us02web.zoom.us/j/86113252670>  
Webinar ID: 861 1325 2670

## **AGENDA**

### **6:30 PM JOINT CITY COUNCIL AND PLANNING COMMISSION SPECIAL MEETING**

- 1. OPENING CEREMONIES – Call to Order, Pledge of Allegiance, and Roll Call**
- 2. DISCUSSION ITEMS**

- 2.1 Discussion on the Draft Request for Proposal (RFP) for the Comprehensive Plan Full Update and Project Process/Timeline – Community Development Director Jason Gottgetreu, City Manager Cory Misley

### **7:30 PM REGULAR MEETING**

- 3. PUBLIC COMMENT**

This is the only time for public comment during this business meeting of the City Council unless a public hearing is scheduled for a specific matter. The City values and welcomes public input. Please address the Council as a whole and not individual Council Members. Do not address staff or members of the audience. Council action on items brought up in Public Comment is limited by the Oregon Open Meeting Law. The Council may direct staff to study the matter and reschedule it for further consideration later. Individuals are limited to three (3) minutes.

#### **4. CONSENT**

- 4.1 Authorize City Manager to Enter a Contract Extension with Fire Mountain Farms Inc. for the Completion of the 2022 Biosolids Hauling and Land Application Project in an Amount Not to Exceed \$100,000 – Public Works Director Travis Sperle

#### **5. SCHEDULED PRESENTATIONS TO COUNCIL**

- 5.1 Silverton Mural Society Presents the Cultural Roots Mural Depiction – Silverton Mural Society President Jon Guy

#### **6. ACTION ITEMS**

- 6.1 Authorize City Manager to Approve the Purchase Order and Sign Contract with CMH Remodeling LLC for \$95,000 – Public Works Director Travis Sperle
- 6.2 Resolution 24-19 – A Resolution Authorizing the City Manager to Enter into an Amendment to an Existing Engineering-Related Personal Service Contract with Westech Engineering, Inc. and Establishing a Not-To-Exceed Amount in Connection with the Amended Contract – Public Works Director Travis Sperle

#### **7. STAFF COMMENTS**

#### **8. COUNCIL COMMUNICATIONS**

#### **9. EXECUTIVE SESSION**


The Silverton City Council will meet in Executive Session under the provisions of:

- **ORS 192.660(2)(h)- “To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.”**

*Representatives of the news media and designated staff shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the meeting. News media representatives are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. In addition, news media representatives are specifically directed not to audio or video record any portion of the Executive Session.*

#### **10. ADJOURNMENT**

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	2.1	Discuss the Draft RFP for the upcoming Comprehensive Plan Update and the Comprehensive Plan Update Process.
	<b>Agenda Type:</b>	
	Discussion	
<b>Meeting Date:</b>		
July 15, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Jason Gottgetreu	Cory Misley	Cory Misley

Recommendation:

Discuss the Draft RFP for the upcoming Comprehensive Plan Update and the Comprehensive Plan Update Process.

Background:

A City Council Goal for the 2024-2025 Fiscal Year is to initiate a full update to the City’s Comprehensive Plan to prepare for and manage expected growth and guide investments in land use and public facilities.

A Comprehensive Plan (Comp Plan) is the primary land use document and includes goals and policies that guide a City’s vision and growth over a 20+ year period. The Plan provides a foundation for decision-making on important issues and reflects the community’s values. In conjunction with State requirements, the plan also serves as a framework to guide growth and development in the City. This includes activities related to the preservation of natural resources, the character of the built environment, and maintaining livability within the City. The Plan is designed to be accessible to everyone who participates in the City’s land use planning process – not just government agencies, elected officials, Planning Commission, and builders and developers, but also neighborhood and community groups, and community members representing all interests.

The discussion will include a presentation describing the Comprehensive Plan elements as well as an overview of a draft public engagement plan. The intent is for the Council and Commission to review and provide input on the draft RFP and provide input on the public engagement plan.

Budget Impact	Fiscal Year	Funding Source
TBD	2024-2025	\$125,000

Attachments

1. Draft RFP Comprehensive Plan

# REQUEST FOR PROPOSALS

## 2050 CITY OF SILVERTON COMPREHENSIVE PLAN UPDATE SERVICES



PROJECT NO: **CP-24-02**

DATE OF ISSUANCE: **7/XX/2024**

PROPOSALS DUE BY: **7/XX/2024 AT 4 PM**

CITY PROJECT MANAGER: **JASON GOTTGETREU**

PM CONTACT INFORMATION: **503-874-2212,**  
**[Jgottgetreu@silverton.or.us](mailto:Jgottgetreu@silverton.or.us)**

**CITY OF SILVERTON**  
**Community Development**  
**410 North Water Street**  
**Silverton, Oregon 97381**

**CITY OF SILVERTON**  
**Notice of Request for Proposals**  
**City of Silverton Comprehensive Plan 2050 Update Services**

**Proposals due 4:00 p.m., Pacific Time, on Monday, July xx, 2024**

City of Silverton (“City”) is soliciting proposals from qualified consulting firms to provide certain long-range land use planning services, including leading a major update of Silverton’s Comprehensive Plan, as more particularly described in the City’s Request for Proposal (the “RFP”).

Proposals must be received by Jason Gottgetreu, Director of Community Development, by hand delivery or mail at 410 N. Water Street, Silverton, Oregon 97381, on or before 4:00 p.m., Pacific Time, on Monday, July xx, 2024. Sealed, opaque envelopes should be clearly marked “**City of Silverton – Comprehensive Plan Update Services – 2050**”. Please provide one (1) digital copy (no email submittals), one (1) original hard copy, and four (4) hard copies of the Proposal. The original should be marked “Original” and must bear an original ink signature by an individual authorized to represent the proposer. Late submissions will not be accepted.

**All questions or requests for clarification must be submitted in writing no later than July XX, 2024, to Jason Gottgetreu by email or mail at:**

Email: [Jgottgetreu@silverton.or.us](mailto:Jgottgetreu@silverton.or.us) (preferred method)

Mail: City of Silverton  
Community Development Department  
Attn: Jason Gottgetreu  
410 N. Water Street  
Silverton, OR 97381

## **I. PROJECT DESCRIPTION**

The City is seeking a professional land use planning consulting firm to lead a major update of the City's current Plan with a focus on public involvement and participation. The update will address a 25+ year planning horizon in a manner that is thorough, well informed by staff and stakeholders, and approved or adopted by all reviewing bodies. The update process should be designed to be open, transparent, and inclusive to consistently and creatively seek input and involve all possible community stakeholders in every step of the planning process. An Economic Opportunity Analysis (EOA) addressing the requirements of Goal 9 (Economic Development OAR 660-009) is to be conducted concurrently with the Comprehensive Plan Update. The Plan will provide direction to City officials, staff, residents and the development community to implement the community's vision.

The City's planning challenge is to reinforce and strengthen the livability of our community in the face of growth. An updated Plan and land use policy document with detailed planning objectives is necessary to guide development for the next twenty-plus years. The current Plan has reached the end of its useful life and is outdated in both format and content since its adoption in 1979. Over the years since, the Plan has been updated in a piecemeal manner with various studies added as support document. Although many of the recommendations of the current Plan still hold value, the fundamental data, trends, and land use categories used to establish the recommendations are outdated. The updated Plan needs to reflect contemporary policies and views regarding housing, and housing affordability, recreation, livability, economy, sustainability, resilience to natural hazards and economic obstacles, and historic preservation. This update to the Plan must thoughtfully evaluate and balance these values.

A Proposer desiring to provide the Services (as defined below) must have experience and expertise in preparing and updating action-oriented community plans for small cities in a wider region with significant public involvement. The selected consultant will design and lead the planning process of updating the Plan for a 25 year horizon with deliverables outlined below. City desires an inclusive process involving residents, civic and business members of the community, agencies, non-profit organizations, and elected and appointed officials and staff from affected jurisdictions, districts, and agencies. The project timeline is twelve to fifteen months from the date the contract is executed.

## **II. SCOPE OF SERVICES**

City requesting Proposals from qualified land use consultants to, among other things, lead facilitation of an update to City's Plan to cover a planning horizon out to the year 2050, including and Economic Opportunity Analysis (EOA), and to provide the tasks, deliverables, and services described in this section for and on behalf of City (collectively, the "Services"):

### **A. PROJECT SCOPE; OBJECTIVES**

1. City desires to adopt an updated Plan that addresses community needs and values over a planning horizon spanning until 2050.
2. The updated Plan will:
  - a. Be reflective of local desires informed by a well-thought out and updated vision that is tailored for the City of Silverton.
  - b. Be responsive to needs and conditions that currently exists.

- c. Be informed by existing plans, accurate data and metrics.
- d. Incorporate current opportunities and challenges to strengthen the livability of the community in the face of rapid population growth and progress.
- e. Offer multiple opportunities for robust public involvement and participation by the public will reflect a community driven planning process that is open, transparent and inclusive.
- f. Use a process to consistently and creatively seek input and involve all possible community stakeholders in every step of planning process.
- g. Align with applicable adopted plans, policies, plans, priorities and regulations.
- h. Meet and comply with all applicable federal, state, and local laws, rules, regulations, policies, and ordinances.

## **B. WORK PLAN**

City anticipates that the selected consultant (the "Consultant") will generally perform the following tasks needed to result in an updated Plan, which tasks will generally be completed in accordance with the conceptual timeline attached as Attachment A:

1. Engage in a citywide conversation about City's promising future.
2. Work primarily with a steering committee, a technical advisory committee, ad hoc committees of subject matter experts, the Planning Commission, and staff to establish a communication and information strategy so there is appropriate elected official/volunteer/community/business involvement throughout the planning process for the Plan update.
3. Develop and maintain a City-wide survey, an interactive project website, and appropriate social media.
4. Facilitate a creative public outreach and participatory process to gather community that culminates in the adoption of an updated Plan and tailored to the year 2050 planning horizon by:
  - a. Facilitating and conducting community involvement exercises that focus on understanding the 25 year planning horizon, including, without limitation, arranging for and facilitating public meetings, open houses, and information sessions with frequency, timing, and at locations (or by electronic means) necessary to generate the best results. This will require use of contemporary technology to facilitate meetings and the visioning process, including, without limitation, using electronic means to support and promote public participation.
  - b. Fostering robust dialog about economic development issues, housing choices for all income levels, resilience to natural hazards and other topics of unique community concern.
5. Formulate and recommend objectives and strategies based on the results of the participatory process. Develop an implementation timeline.
6. Status of Plans Precedent. The Consultant will be required to present a program proposal that is flexible and reactive to review processes associated with various supporting community plans that are adopted as support documents to the comprehensive plan:

- 2007 Downtown Master Plan
- 2007 Wastewater System Facility Master Plan
- 2011 Economic Opportunity Analysis
- 2020 Transportation System Plan
- 2021 Water Master Plan
- 2022 Stormwater Master Plan
- 2024 Parks and Recreation Master Plan Update

The Consultant must tailor the program to ascertain how much City staff will contribute to the process versus the resources required by the Consultant to successfully complete the project within budget and on time.

Goal 1 - Citizen Input: The Consultant will be expected to be the primary lead on updates to this Goal.

Goal 2 - Land Use Planning: The Consultant will be expected to be the primary lead on updates to this Goal.

Goal 5 - Natural Resources, Scenic and Historic Areas, Open Space: The Consultant will be expected to be the primary lead on updates to this Goal.

Goal 6 - Air, Water and Land Resources Quality: The Consultant will be expected to be the primary lead on updates to this Goal.

Goal 7 - Areas Subject to Natural Hazards: The Consultant will be expected to be the primary lead on updates to this Goal.

Goal 8 - Recreational Lands: The Consultant will be expected to be the primary lead on any additional updates to this Goal. The City adopted the 2024 Parks & Recreation Master Plan Update as a support document to the comprehensive plan on June 3<sup>rd</sup>, 2024.

Goal 9 - Economic Development: The Consultant will be expected to be the primary lead on updates to this Goal.

Concurrently with the Comprehensive Plan update, prepare an Economic Opportunity Analysis (EOA) that addresses the requirements of Goal 9 (Economic Development, OAR 660-009).

Goal 10 - Housing: The Consultant will be expected to be the primary lead on updates to this Goal including an update to Residential Buildable Lands Inventory from the 2020 Housing Needs Analysis.

Goal 11 - Public Facilities and Services: The Consultant will be expected to be the primary lead on updates to this Goal with direct participation from City staff, Silver Falls School District, Silver Falls Library, Silverton Hospital and Silverton Fire District. Consideration must be given to the status of the various districts' public facility plans and be able to incorporate their long-range plans into the Plan.

Goal 12 - Transportation: The Consultant will be expected to be the primary lead on updates to this Goal. The City adopted the 2020 Transportation System Plan as a support document to the comprehensive plan.

Goal 13 – Energy Conservation: The Consultant will be expected to be the primary lead on updates to this Goal.



Goal 14 - Urbanization: The Consultant will be expected to be the primary lead on updates to this Goal. The Buildable Lands Inventory for Housing, Employment and Public Facilities should be aggregated, and a formal determination made on the necessity to expand the UGB. If the determination that additional land is required to be added to the UGB, or lands need to be rezoned or amendments to the Development Code or a combination of any of these measures are necessary, staff would present the necessary amendments after conclusion of the Services.

### C. DELIVERABLES

As part of this project, the Consultant will be responsible for the submittal and execution of the following:

1. Progress Reports and Research. The Consultant will submit to City monthly progress reports and research information relative to the project. The Consultant will provide research necessary for completion of the project. As mentioned, posting incremental public input results on project website is strongly desired to see where input is shaping the Plan.

2. Meetings. The Consultant will be responsible for meeting (in person or zoom) with City staff and the technical advisory committee on a regular basis. The number and frequency of the meetings will be determined in consultation with both staff and the Consultant before the project starts. The purpose of the meetings will be to establish objectives, discuss alternatives, provide direction, and review progress. Maximization of budget resources is a key expectation.

3. Final Work Products.

a. A public involvement and participation process that assists the staff and culminates in the adoption of an updated Comprehensive Plan with objectives and policies tailored to the year 2050 planning horizon.

b. Updated Plan Goals including, background, findings, objectives and policies for:

- Goal 1 Citizen Input
- Goal 2 Land Use Planning
- Goal 5 Natural Resources, Scenic and Historic Areas and Open Spaces
- Goal 6 Air, Water and Land Resources Quality
- Goal 7 Areas Subject to Natural Hazards
- Goal 8 Recreational Needs
- Goal 9 Economic Development including Economic Opportunities Analysis and Employment Lands Inventory
- Goal 10 Housing: Update to Residential Buildable Lands Inventory
- Goal 11 Public Facilities and Services
- Goal 12 Transportation
- Goal 13 Energy Conservation
- Goal 14 Urbanization including an Urban Growth Boundary Sufficiency Report

Notwithstanding anything contained in this RFP to the contrary, each Goal will need to be compliant with the applicable rules contained in OAR Chapter 660.

4. Submission Requirements. All final work products will be submitted to City in such format as City requires which may include, without limitation, MS Word and in PDF format. Subject to the terms and conditions of the Agreement (as defined below) all work product will be the property of City and City

reserves the right to use, modify, and/or amend any work product prepared in connection with the Services.

#### **D. ASSISTANCE PROVIDED BY CITY**

City staff will be the primary contact to assist the Consultant. Staff will assist the Consultant with obtaining all necessary background documents. Staff will assist the Consultant with all necessary contacts and logistics to arrange or conduct public meetings. Staff will assemble the list of and recruit potential **committee members**. Staff will be available during all phases of the project to assist in providing technical assistance, information, documentation and explanations as needed. All requests will first be directed to the Community Development Director.

### **III. DESIRED SCHEDULE**

Documents Available	July XX, 2024
<b>Proposals Due</b>	<b>August XX, 2024 at 4 PM</b>
Notice of Award	September XX, 2024
Project Completion	October XX, 2025 (estimate)

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

### **IV. PROPOSAL SUBMISSION**

#### **A. SUBMISSION INSTRUCTIONS**

1. Proposals must be submitted in a sealed envelope or other sealed container. Please provide one (1) digital copy, one (1) original hard copy, and four (4) hard copies of the Proposal. The original should be marked "Original" and must bear an original ink signature by an individual authorized to represent the Proposer.
2. Please clearly label the outside of the envelope "**City of Silverton – Comprehensive Plan Update Services – 2050.**" Proposals must be received by City on or before **4:00 p.m., Pacific Time, on Monday, August xx, 2024.** Proposals received after the deadline time/date will not be considered. Misdeliveries, late, incomplete, electronic, and/or faxed submittals will be considered nonresponsive. Proposals must address all items listed in this RFP; incomplete Proposals may not be considered.
3. Proposals must be addressed, or hand delivered to:  
  
City of Silverton  
Attention: Jason Gottgetreu Community Development Director  
410 N. Water Street  
Silverton, OR 97381
4. Postmarks are not considered proof of delivery. If the Proposal is hand delivered, it must be delivered to and stamped by personnel at City Hall.

#### **B. QUESTIONS; POINT OF CONTACT; ADDENDA**

1. Questions, inquiries, or comments regarding this RFP, must be submitted in writing no

later than 5:00 p.m., Pacific Time, on Wednesday, August xx, 2024 and must be directed to Jason Gottgetreu at:

Email:

[jgottgetreu@silverton.or.us](mailto:jgottgetreu@silverton.or.us) (preferred method)

Mail:

City of Silverton

Attn: Jason Gottgetreu

410 N. Water Street

Silverton, OR 97381

2. Any addenda or amendments to this RFP will be in writing and posted on City's website at <https://silverton.or.us/rfps>. It is the responsibility of potential Proposers to check the website for addenda or amendments. No Proposal will be considered that is not responsive to any issued amendments.

## **V. PROPOSAL FORMAT**

The following requirements as to the form, content, and manner of submitting Proposals must be strictly observed; variance from these requirements may result in rejection of the Proposal as unresponsive. A Proposer interested in performing the Services must submit a signed and dated Proposal to City containing the information identified below. Proposals will first be evaluated for compliance with the minimum required qualifications identified below. Proposals meeting the minimum requirements will be forwarded to an evaluation committee for review and evaluation.

### **A. MINIMUM REQUIRED QUALIFICATIONS**

Failure to comply with one or more of the following criteria may result in rejection of the Proposal:

1. At least one copy of the submitted Proposal must bear an original signature on the cover letter. A duly authorized representative empowered to bind the consultant must sign the Proposal.
2. The Proposal must demonstrate that the Proposer has the following experience: (a) relevant experience with at least three public sector projects of similar scope or objectives; and (b) a minimum of five-years of experience with relevant projects of similar scope of services or objectives.
3. Each Proposal must not exceed 25 pages (not including the letter of transmittal, attachments, and/or appendices). If the Proposal exceeds 25 pages, only the first 25 pages will be reviewed by the selection committee. Each Proposer must number the pages of each section in consecutive order. Each 8 1/2" x 11" side of a page will be counted as one page. Each side of an 11" x 17" page will be counted as two pages.

Information included within the Proposal may be used to evaluate your submission as part of any criteria regardless of where that information is found within the Proposal. Information obtained from the Proposal and from any other relevant source may be used in the evaluation and selection process.

### **B. PROPOSAL CONTENT**

In addition to the minimum required contents, Proposals must include, without limitation, the content listed below. Concise Proposals without needless duplication are encouraged. Emphasis should be on completeness and clarity of content and cost effectiveness of the Proposal. Proposals should be prepared generally in the following format for the ease of the selection committee in reviewing multiple proposals.

1. Letter of Transmittal. All Proposals must include a cover letter addressed to Jason Gottgetreu, Community Development Director, and signed by a representative legally authorized to bind the consultant to both its Proposal and cost schedule. The letter must: (a) express interest in providing the Services; and (b) agree to perform all the work outlined in this RFP within the time periods established by City. The letter must also contain brief information concerning the firm, including, without limitation, the name of the firm, RFP contact person, email address, mailing address, telephone number, background of the firm, and must be signed by the person authorized to bind the firm.

2. Table of Contents. Proposals must include a table of contents and include a clear identification of the material by section and by page number.

3. Executive Summary. The Proposer must use this section to introduce the scope of the Proposal and to summarize the key provisions of the Proposal. Provide a statement describing why you or the firm are qualified to perform the Services.

4. Experience, Technical, and Other Qualifications. List the firm and key personnel qualifications relative to the Services required under this RFP. Include, without limitation, the following information:

- a. Indicate the location of the office and the number of people, by level, expected to handle the project.
- b. Provide a list of the office's current and recent government clients, indicating the type(s) of services performed and the number of years served for each.
- c. Provide names of principals, key personnel, and any subcontractors who will be assigned to the project, their experience, qualification, and periods of service with the firm.
- d. Identify proposed sub-contractors, if any, and the portion(s) of the engagement for which they will be used.
- e. Describe liability insurance coverage arrangements to assure that it is sufficient to cover claims; provided, however, the Consultant will be required to obtain and maintain all minimum insurance required under the Agreement.

5. Response to Scope of Consultant Services. Provide a straightforward, concise description of the Proposer's capabilities to perform the Services and satisfy the requirements of this RFP. Demonstrate an understanding of the project, approach to public involvement and participation and City's needs. Include, without limitation, the items below:

- a. Explain how you propose to use City personnel, if at all, to assist you during the project and indicate the approximate time required of City personnel in this capacity.
- b. Strategies to engage in a citywide conversation about Silverton's promising future.
- c. Strategies to develop and maintain a communitywide survey, an interactive project website and appropriate social media.
- d. Strategies to facilitate a creative public outreach and participatory process to gather community.
- e. Provide a schedule (calendar) indicating proposed timing of deliverables to City to ensure adoption of the Plan by City Council.

f. Formulate and recommend objectives and strategies based on the results of the participatory process. Develop an implementation timeline.

6. References. In addition to any other required reference information required in this RFP, provide contact information for at least two municipal clients, current and/or prior, so reference checks can be conducted.

7. Compensation. Proposals should include cost estimates and other necessary cost information to perform the Services. (Compensation will not be the primary factor in the selection of a Consultant.) List your firm's billing rates for all other applicable professional services for City reference as City may request additional services which are outside of Services. Include estimated person hours, labor costs, and expenses to complete all tasks listed in the Services. Clearly describe any deviation from the Services that would significantly affect costs.

8. Additional Information. Any other information that the Proposer feels applicable to the evaluation of the Proposal or of their qualifications for accomplishing the insurance services should be included in this section. You may use this section to address those aspects of your services that distinguish you or your firm from others. Consider including examples of reports or educational bulletins.

**FAILURE TO INCLUDE ALL INFORMATION REQUESTED AND/OR FAILURE TO PROVIDE EVIDENCE THAT THE PROPOSER MEETS THE MINIMUM QUALIFICATIONS LISTED HEREIN WILL CAUSE SUCH PROPOSAL TO BE REJECTED AND NOT BE EVALUATED OR CONSIDERED IN THE SELECTION PROCESS.**

## **VI. PROPOSAL EVALUATION AND SELECTION**

### **A. EVALUATION**

1. Evaluation Committee. City will establish a committee of at least three individuals to review, score and rank Proposals according to the evaluation criteria set forth in this RFP. City may appoint to the evaluation committee consultants, City employees, and/or employees of other public agencies with experience in land use planning. At least one member of the evaluation committee must be a City employee.

2. Evaluation Criteria. City will score each Proposal by reviewing and evaluating the Proposal content requirements outlined above. The following table indicates how the total points in the scoring will be assigned by required Proposal item. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items. Each item will be evaluated as follows:

<b><u>Requirement</u></b>	<b><u>Maximum Points</u></b>
Experience, Technical and Other Qualifications	20
Response to Scope of Consultant Services	20
References	10
<b>Total</b>	<b>50 maximum points</b>

3. Evaluation. The evaluation committee will conduct references and may seek outside expertise, including, without limitation, input from technical advisors, to assist in evaluating Proposals. The committee may request additional information from any Proposer. The committee will score and rank the Proposals based on the information submitted according to the evaluation criteria and point

factors. The committee may, in the committee's discretion, choose to recommend the preferred team based solely on the written Proposal evaluation or select a short list of teams for interviews. If interviews are determined to be necessary, the scores for the written Proposals will be considered preliminary. Final scores will be determined following the interviews (if conducted). Based upon Proposal scoring, as modified by the interview, and the results of reference checks, the firms will be given final ranking by the evaluation committee. Such interviews and any presentation materials will be at the proposer's expense. If the evaluation committee conducts interviews, interviews will be ranked based upon the following:

<b><u>Requirement</u></b>	<b><u>Maximum Points</u></b>
Understanding and Approach	25
Agent/Firm Capabilities	25
<b>Total</b>	<b>50 maximum points</b>

4. City reserves the right to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information to make a recommendation.

## **B. SELECTION**

1. City will award the contract to the highest ranked Proposer, who's Proposal will best serve the interests of City and is in compliance with applicable law. Upon completion of the evaluation process by the evaluation committee, City will advise the Proposers of the selection.

2. If City does not cancel this RFP after it receives the results of the scoring and ranking of each Proposal, City will begin negotiating a contract with the highest-ranked Proposer. Contract negotiations with the highest-ranked Proposer will be directed toward obtaining written agreement on (a) the Proposer's performance obligations and a performance schedule, (b) the payment methodology and contract price that is fair and reasonable to City, as determined by City, taking into account the estimated value, scope, complexity and nature of the Services, and (c) any other provisions City believes to be in City's best interest to negotiate. City reserves the right to negotiate and execute a final contract that is in the best interest of City.

3. If negotiations with the highest-ranked Proposer fail to result in a contract, City reserves the right to formally terminate negotiations and enter into negotiations with the second-ranked Proposer and, if necessary, the third-ranked Proposer and so on, until the negotiations result in a contract. If the subsequent rounds of negotiations fail to result in a contract within a reasonable amount of time, as determined by City, the RFP may be formally terminated.

4. If a contract is awarded, City and the Consultant will enter into City's form professional services agreement substantially in the form attached hereto as Attachment A (the "Agreement"). The Agreement will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to City. Without otherwise limiting the generality of the immediately preceding sentence, the contract(s) will include terms and conditions concerning, among other things, acceptable standards of performance, compensation (including City's right to withhold 10% of the fee until completion of the Services), minimum insurance requirements, compliance with laws, indemnification, and representations and warranties. The Agreement will include an initial one-year term and may be extended for six months by the parties' mutual written agreement. The Agreement will be subject to approval of the City Council.

## **VII. GENERAL INFORMATION**

### **Contract Award**

The City Council will approve the agreement between the City and the selected firm prior to execution of the agreement. The City will award a contract to the firm whose proposals would be most advantageous to the City. The selected firm will be required to assume responsibility for all services outlined in the RFP and execute a professional services agreement, an example of which is attached as Exhibit A.

### **Public Records**

This Proposal will be made a part of a file open to public inspection. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”


Nondisclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law. The above restriction may not include cost or price information, which must be open to public inspection.

Identifying the proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

### **Reimbursement**

Proposers are responsible for all costs associated with proposal preparation and participating in interviews during the selection process.

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	4.1	Authorize City Manager to Enter a Contract Extension with Fire Mountain Farms Inc. for the Completion of the 2022 Biosolids Hauling and Land Application Project in an Amount Not to Exceed \$100,000
	<b>Agenda Type:</b>	
	Consent	
	<b>Meeting Date:</b>	
July 15, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Brad Jensen	Travis Sperle	Cory Misley

Recommendation:

A motion to authorize the City Manager to enter into contract extension #2 with Fire Mountain Farms Inc of Onalaska, Washington, for the completion of the 2022 Biosolids Hauling and Land Application Project. The contract will be at the unit price of \$0.0949 per gallon, not to exceed the budget of \$100,000.

Background:

The City annually hauls our Class B Biosolids from our WWTP in the late summer and land applies it on permitted fields. We last bid this project out in 2022 with a 1-year contract that was subject to annual extensions for 3 years. We received two responsive bids, and the low bidder was Fire Mountain Farms, Inc. Fire Mountain Farms, Inc. is a licensed contractor in Oregon, a qualified bidder, and is the lowest cost at \$0.0949 per gallon for this contract extension #2.

The recommendation is to award the contract extension to Fire Mountain Farms, Inc. The agreement will allow for three 1-year extensions with 1 extension remaining for the 2025 Hauling Season, if the City and Fire Mountain Farms, Inc. agree to the extension.

Budget Impact	Fiscal Year	Funding Source
\$94,900	2024-2025	Sewer Operations – Sludge Disposal

Attachments:

1. Fire Mountain Farms, Inc. Contract Extension #2
2. Fire Mountain Farms Inc. 2022-2023 Biosolids Hauling and Land Application Agreement  
\*For Background Only\*
3. 2023-2024 Biosolids Hauling and Land Application Extension #1  
\*For Background Only\*



**EXTENSION to the AGREEMENT**  
**between CITY OF SILVERTON and Fire Mountain Farms Inc.**

Extension No.2 of the Biosolids hailing and Land Application Agreement Extension#1 dated August 14 ,2023 between City of Silverton and Fire Mountain Farms Inc (Agreement)

WHEREAS, the agreement Extension #1 Expires June 30, 2024 and the parties desire to extend the Agreement for an additional one year term commencing upon expiration of the original term and expiring on June 30, 2025

In consideration of the covenants contained in this Agreement, the parties hereby agree to the following.

The Agreement is extended through June 30, 2025

The Agreement, as hereby amended with a price of \$0.0949 per gallon, remains in full force. The terms, provisions, covenants and conditions of the Agreement remain unchanged and are hereby ratified and confirmed as being in full force and effect. In the event of any conflict or inconsistency between the terms of this Extension No. 2 and the Agreement, the terms of this Extension No.2 shall control.

The parties agree that this Agreement Extension No. 2 may be electronically signed. The parties agree that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties have executed this Agreement on \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF SILVERTON**

Fire Mountain Farms, INC

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Cory Misley City Manager

Ryan Thode, President

## SECTION 5 - AGREEMENT

### 2022 Biosolids Hauling and Land Application, PN22-1059

This Agreement is entered into by and between the City of Silverton, hereinafter referred to as the "City", and Fire Mountain Farms, Inc. hereinafter called the "Contractor", to provide the services described in the Invitation to Bid for the **2022 Biosolids Hauling and Land Application, SILVERTON, OREGON**, which by this reference is hereby made part of this Agreement. The following provisions shall comprise this Agreement:

Contractor shall complete all Work as specified or indicated in the Contract Documents. In general, the contract shall consist of removing approximately 1.0 million gallons of treated wastewater sludge from concrete lined ponds at the City of Silverton Wastewater Treatment Plant located at 400 Schemmel Lane, Silverton, Oregon. The sludge shall then be transported and spread over an approved permitted agricultural land application site, approximately 10 miles from the wastewater treatment plant.

#### 5.1 CONTRACT TIMES:

The contract will expire on **June 30, 2023**. The contract may be extended annually for up to 3 additional years if agreed upon by the City and Contractor.

The anticipated issuance date of the Notice to Proceed is the 21<sup>st</sup> of July, 2022.

#### 5.2 COMPENSATION:

The City agrees to compensate the Contractor on a fee-for-services basis as outlined in these Documents. This agreement covers the period listed above. Work shall be performed in accordance with an approved schedule provided to the City by the Contractor as part of this document. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent City contract and/or purchase order numbers. All invoices shall be consistent with the bid amount accepted by the City and shall reflect any savings or reductions provided for in the bid amount. The compensation authorized under this contract is found under subsection 5.8 Contract Price.

The Contractor is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

2. This contract is not intended to entitle the Contractor to any benefits generally granted to City employees. Without limitation but by way of illustration, the benefits which are not intended to be extended by this contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
3. The Contractor is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the Contractor has the assistance of other persons in the performance of this contract, the Contractor shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.017 and ORS 656.407.

The Contractor, if an individual, certifies that he or she is not a program, City, or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

### **5.3 SERVICES TO BE PROVIDED:**

The Contractor shall provide all materials and services required for the Project; as set forth in the Contract Documents, and the documents it references.

### **5.4 CONTRACTOR OBLIGATIONS**

This contract is expressly subject to all applicable State contracting laws and further, is expressly subject to the constitutional and charter debt limitation, and incorporates by reference all provisions required by applicable ORS 279A and ORS 279C and Oregon Administrative Rule Divisions 47 and 49 (i.e., OAR 137-049-0200(c)(A) through and including OAR 137-049-0200(c)(V) (2006). The contract is contingent upon funds being appropriated therefore.

1. The Contractor shall indemnify, save harmless and defend the City, its officers, councilors, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees and agents.
2. Contractor shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall maintain valid all required licenses and certificates required by law.

3. If the Contractor fails to pay for labor and services, the City can pay for them and withhold those amounts from payment to the Contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
4. The Contractor must pay daily, weekly and holiday overtime as required. ORS 279C.520; OAR 839-025-0020(2)(b)
5. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from workers wages. ORS 279C.530; OAR 839-025-0020(2)(d)
6. The Contractor must have a public works bond filed with the Construction Contractors Board before commencement of any work on the project. ORS 279C.830(3)(a)
7. The Contractor shall include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any work on the project. ORS 279C.830(3)(b).

Contractor warrants that the work shall be performed consistent with professional standards found to be prevalent in the State of Oregon.

#### **5.5 INSURANCE COVERAGES:**

Required Insurance Coverages are found in **Section 6**.

#### **5.6 SUBCONTRACTS:**

The Contractor shall be responsible to the City for the actions of persons and firms performing subcontract work.

#### **5.7 TERMINATION OF CONTRACT:**

The City may terminate the whole or any part of this contract in any one of the following circumstances.

1. The City may terminate this Agreement if sufficient funds are not appropriated for the completion of this project.
2. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified (to be determined) herein or any extension thereof; or

3. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
4. In the event the City terminates this contract in whole, or in part, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
5. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor(s). Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
6. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
7. As used in paragraph (5) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**5.8 CONTRACT PRICE:**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

**BASE BID SCHEDULE OF VALUES – 2022 Biosolids Hauling and Land Application, PN22-1059**

	ITEM	QNTY	UNIT	UNIT PRICE	BASE BID TOTAL
1.	Hauling and Truck Spread Application of Biosolids	1,000,000	Gallons	\$ 0.875 <i>0875</i>	\$87,500.00

*BB 9/14/22*

**5.9 PAYMENT PROCEDURES:**

Payment procedures are defined in section 00195 of the 2021 Oregon Standard Specifications for Construction (OSSC).

**5.10 INTEREST:**

All amounts not paid when due shall be subject to terms listed on invoice.

**5.11 TERMINATIONS AND AMENDMENTS:**

This contract and any amendments thereto will not be effective until approved in writing by the City of Silverton. This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

In the event of litigation arising out of or relating to this Agreement, the prevailing party in such suit or action shall be entitled to recover its reasonable attorney fees as may be awarded by the court in which such suit or action is tried, heard or decided, and on any appeal therefrom.

**5.12 SIGNATURES:**

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

**CONTRACTOR**

Ryan Thode 7/20/22  
Authorized Signature Date

Ryan Thode President  
Printed Name and Title

360-266-0695  
Telephone/Fax Number

91-1639995  
Federal Tax I.D. Number

147871  
CCB Number

**CITY OF SILVERTON**

Ron Chandler  
Ron Chandler, City Manager/City Recorder

7/21/2022  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES FOLLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> KBI Insurance Inc. 25 82nd Drive Suite 101 Gladstone OR 97027-2544	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (503) 692-1520 E-MAIL ADDRESS:	<b>FAX (A/C, No):</b> (503) 692-1299
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Fire Mountain Farms, Inc. 874 Burnt Ridge Road Onalaska WA 98570	<b>INSURER A:</b> Depositors Insurance Company <b>NAIC #</b> 42587	
	<b>INSURER B:</b> AMCO Insurance Company      19100	
	<b>INSURER C:</b> Westchester Surplus Lines      10172	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** PKG      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACP3086710379	6/26/2022	6/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> <b>OMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACP3086710379	6/26/2022	6/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist combined sir \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			ACP3086710379	6/26/2022	6/26/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<b>Pollution Liability</b>			G73547490-001	10/01/2021	10/01/2022	General Aggregate \$1,000,000 Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 2022 Biosolids Hauling and Land Application Contract, PN22-1059

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF SILVERTON  
 06S WATER STREET  
 SILVERTON, OR 97381

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Kilhefner/CMD

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Attachment 1

**AGREEMENT EXTENSION No. 1**

**Biosolids hauling and Land Application with**

**FIRE MOUNTAIN FARMS INC**

This is extension No. 1 of the Biosolids hauling and land Application Agreement dated July 21, 2022 between City of Silverton and Fire Mountain Farms Inc (Agreement).

WHEREAS, the Agreement expires on June 30, 2023 and the parties desire to extend the Agreement for an additional one year term commencing upon the expiration of the original term and expiring on June 30, 2024.

In consideration of the covenants contained in this Agreement, the parties agree to as follows:

The Agreement is extended through June 30, 2024.

The Agreement, as hereby amended, remains and is in full force and effect. Except as expressly modified by this Extension No. 1, the terms, provisions, covenants and conditions of the Agreement remain unchanged and are hereby ratified and confirmed as being in full force and effect. In the event of any conflict or inconsistency between the terms of this Extension No. 1 and the Agreement, the terms of this Extension No. 1 shall control.

The parties agree that this Extension No. 1 may be electronically signed. The parties agree that the electronic signatures appearing on this Extension No. 1 are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties have executed this Extension No. 1 on 11 day of July, 2023.

**CITY OF SILVERTON**

By: 

Kathleen Zaragoza, City Manager Pro Tem

Date signed: 8/14/2023

**FIRE MOUNTAIN FARMS INC**


By: 

Ryan Thode, President

Date signed: 7/21/23



**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	6.1	Authorize the City Manager to Approve the Purchase Order and Sign Contract with CMH Remodeling LLC for \$95,000
	<b>Agenda Type:</b>	
	Action	
<b>Meeting Date:</b>		
	July 15, 2024	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Brad Jensen	Travis Sperle	Cory Misley

Recommendation:

Staff recommends a motion to authorize the City Manager to approve the purchase order and sign the contract with CMH Remodeling LLC for \$95,000.00 for the remodel of the Wastewater Treatment Plant Control Building.

Background:

The Current Control Building was constructed in 1983 and went through a small remodel in 1999. The remodel will consist of: installing new flooring, painting of all walls, doors and window trim, removing old control systems (that haven't been in operation since 1999), and installing new desk space for operators, along with bathroom and break room cabinets and hardware.

Budget Impact	Fiscal Year	Funding Source
\$95,000	2024-2025	Sewer Capital Replacement

Attachments:

1. WWTP Control Building Quote
2. Bid Tabulation and Bid Receipt Form

# INVITATION TO BID

## WWTP Control Building Remodel

A City of Silverton Public Improvement Project



PROJECT NO: **PN24-1099**  
DATE OF ISSUANCE: **May 29, 2024**  
BIDS DUE BY: **2:00 P.M. Pacific Time June 27, 2024**  
CITY PROJECT MANAGER: **Brad Jensen Water Quality Supervisor**  
CONTACT INFORMATION: **(503) 873-5439**  
**bjensen@silverton.or.us**

**CITY OF SILVERTON**  
**Public Works**  
**306 South Water Street**  
**Silverton, Oregon 97381**  
City of Silverton  
Invitation to Bid – Public Improvement

<b>Bids Due:</b>	<p><b>Due Date and Time:</b> Not Later than 2:00 PM Pacific Time, June 27, 2024. Bid Closing is the Due Date and Time shown above. Late Bids shall be rejected.</p> <p>First Tier Subcontractor Disclosure: Due with Bid 4:00 PM June 27, 2024</p>
<b>Submit Bids to:</b>	<p>Bids will be received via mail or email at the following addresses no later than the <u>Due Date and Time</u> shown above:</p> <p>City of Silverton WWTP Control Building Remodel PN 24-1099 City of Silverton Attention: Brad Jensen 400 Schemmel Lane. Silverton, OR 97381</p> <p><u>or</u></p> <p>Email: bjensen@silverton.or.us</p> <p>It is the sole responsibility of the Bidder to assure that the Bid is delivered to one of the following addresses by the deadline specified. All late Bids shall be rejected.</p>
<b>Contact:</b>	<p><b>Direct questions to:</b> Brad Jensen, Water Quality Supervisor Email: bjensen@silverton.or.us Phone : (503) 873-5439</p>
<b>Prevailing Wages:</b>	<p>This project is a Public Works project and subject to ORS 279C.800 – ORS 279C.870 including but not limited to: payment of prevailing wages, reporting and public works bond.</p>
<b>Bidder Prequalification</b>	<p>Bidder pre-qualification is not required.</p>
<b>Pre-bid Conference:</b>	<p>A mandatory pre-bid conference will be held in the form of an in-person site visit on June 6, 2024, at 2:00 PM.</p>
<b>Public Bid Opening:</b>	<p>A bid opening will be held on 6/27/2024 at 400 Schemmel Lane at the following time: 2 PM.</p>

### Schedule

<b>ITB ISSUED</b>	<b>May 29, 2024</b>
<b>PRE-BID MEETING – Mandatory Site Visit</b>	<b>June 6, 2024 at 2:00 PM</b>
<b><u>REQUEST DEADLINE</u> FOR: SUBSTITUTION, CLARIFICATION, OR CHANGE AND SOLICITATION PROTEST DEADLINE</b>	<b>June 3, 2024 at 2:00 PM</b>
<b>LAST ADDENDA ISSUED</b>	<b>June 3, 2024 at 2:00 PM</b>
<b>BIDS DUE</b>	<b>June 27, 2024, at 2:00 PM</b>
<b>BID OPENING</b>	<b>June 27, 2024, at 2:00 PM</b>
<b>FIRST-TIER SUBCONTRACTOR DISCLOSURE</b>	<b>June 27, 2024, at 4:00 PM</b>
<b>NOTICE OF INTENT TO AWARD</b>	<b>July 9, 2024</b>
<b>CONTRACT AWARD</b>	<b>July 19, 2024</b>
<b>ANTICIPATED CONTRACT START / NOTICE TO PROCEED</b>	<b>July 24, 2024</b>
<b>ANTICIPATED SUBSTANTIAL COMPLETION</b>	<b>May 5, 2025</b>
<b>ANTICIPATED FINAL COMPLETION</b>	<b>May 23, 2025</b>

**NOTE:** The City reserves the right to modify or deviate from this schedule at the City’s discretion. Proper notification of changes will be made to all interested parties.

## ADVERTISEMENT

City of Silverton  
Invitation to Bid (ITB) – Public Improvement  
City of Silverton WWTP Control Building Remodel

**Bids due and Bid Closing Date and Time: June 27, 2024, at 2:00 PM**

First Tier Subcontractor Disclosure due: Not later than June 27, 2024, at 4:00 PM

The City of Silverton (“City”) seeks sealed bids from qualified firms able to provide remodeling services for the Wastewater Treatment Plant Control Building, referred to as the “Project”.

There is no pre-qualification process for this ITB. A mandatory pre-bid conference in the form of a site visit will be held at **Wastewater Treatment Plant** located at **400 Schemmel Lane**, Silverton, Oregon 97381 on June 6, 2024, at 2:00 PM. Specific information on how to attend the site visit is contained in the ITB documents. Statements made by the City’s representatives at the conference are not binding upon the City unless confirmed by written addendum.

Bids will be received at the date and time above via email, mail, or hand delivery. Specific information on how to submit bids is contained in the ITB documents. Late bids will be rejected as non-responsive. A public bid opening will be held at 400 Schemmel Lane, June 27, 2024 at 2:00 PM. First-tier subcontractor disclosures will be due no later than June 27, 2024 at 4:00 PM and must be submitted in the same manner as the bids, as described in the ITB documents.

Questions about the ITB may be directed to: Brad Jensen, Water Quality Supervisor, via email at [bjensen@silverton.or.us](mailto:bjensen@silverton.or.us): or phone at: (503) 873-5439.

ITB documents may be obtained at DJC’s, Oregon Buys and City of Silverton website. This ITB is for reconstruction of a Public Improvement subject to ORS 279C.800 to 279C.870 (Oregon’s prevailing wage law).

## INTRODUCTION

The City Wastewater Treatment Plant Control Building was built in 1983 and is in need of upgrading. Upgrades include Floors, Paint, Cabinets, all listed in **Exhibit E Bid Tabulation**. The City is seeking interested and qualified contractors to submit bids for the reconstruction process.

Silverton WWTP Headworks Screen Agreement

5/13/2024

There are no detail drawings of any work to be performed at this time.

## I. SCOPE OF WORK

### A. PROJECT COMPLETION DATE

The project must be completed no later than May 23, 2025. Bidders are expected to factor this timeline into bid pricing.

### B. EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

Project Site is located at 400 Schemmel Lane, Silverton, Oregon, 97381.

Each bidder is solely responsible for thorough review of the ITB documents and the examination of the Project Site prior to submittal of bid. Documents are available on the City of Silverton website, [www.silverton.or.us](http://www.silverton.or.us), or at City Hall, 306 S. Water St., Silverton, OR.

### C. CONTRACTOR PROJECT SCOPE

- Provide all licensing and bonding for project.
- Obtain all required building permits.
- Contact Building Department for all inspections.
- Follow all BOLI laws and send copies of certified payroll to city.
- All replacement products are to be of like kind.

### D. WARRANTY

Successful bidder shall warranty product to be free from defects in workmanship, materials, or failure to comply with its binding contract with the City, for a minimum of 1 year, or the duration of the Vendor's standard warranty, whichever is greater. The bidder's defect warranty is in addition to any material warranty provided by manufacturer of materials used in connection with the Project. All warranty work will be provided without transportation charges or other additional cost to the City. Warranty period begins upon final acceptance of such work by the City.

## II. SCHEDULE

The timeline for this ITB and resulting contract are set forth in these bid documents.

## III. BID REQUIREMENTS

<b>Bid Requirements Checklist</b>		
The following is a listing of Bid submission components		
	Attended Site Visit	Confirm attendance with Bid
	Signed Bid Form – all pages	Submit with Bid
	Bid Security ( <b>NOTE SPECIFIC INSTRUCTIONS IN SECTION VII.F</b> )	Submit with Bid
	Construction Contractors Board License	Submit with Bid
	Bidder Responsibility Information Form – all pages	Submit with Bid
	First-Tier Subcontractor Disclosure	Submit as per page 2

*The Bid Requirements checklist is provided for the Bidder's convenience. Bidder is advised to thoroughly review ITB documents to be certain that it has met all requirements and included all required documents, forms and information*

*in its Bid. In the event of a conflict between the Bid Requirements Checklist and other ITB Documents, other ITB Documents shall take precedence.*

A. MANDATORY SITE VISIT

All prospective Bidders must attend a mandatory pre-bid site visit prior to submission of bids in order to become acquainted with job site and specifics. The mandatory pre-bid site visit will be held at **Silverton Waste Water Treatment Plant** located at **400 Schemmel Lane**, Silverton, Oregon 97381, on **June 6, 2024 at 2Pm** local time. Submissions will not be accepted without proof of attendance for this site visit. For questions regarding the pre-submission meeting, please contact the Project Manager. Statements made by the City's representatives at the site visit are not binding upon the City unless confirmed by written Addendum.

B. FIRST-TIER SUBCONTRACTOR DISCLOSURE

As per the form of first-tier subcontractor disclosure set forth in ORS 279C.370, Bidder shall submit to the City a disclosure of the first-tier subcontractors that:

1. Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
2. Will have a contract value that is equal to or greater than five percent of the total project Bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project base bid. Bidder must submit this documentation in accordance with Section VII and **Exhibit B**.

C. BID SECURITY

Bid security shall accompany each Bid exceeding \$100,000 as per Section VII.F. Please note the procedure Bidders must follow regarding Bid security, as described in Section VII.F.

D. OREGON CONSTRUCTION CONTRACTORS BOARD

Bidders shall be licensed with the Oregon Construction Contractors Board prior to bidding on this project. The City may not receive or consider a bid unless the bidder is licensed by the Oregon Construction Contractors Board.

E. BIDDER'S QUALIFICATIONS AND RESPONSIBILITY

Each Bidder shall submit a completed Bidder's Responsibility Information Form along with its Bid. The Bidder's Responsibility Information Form will be used to evaluate the qualifications of any Bidder whose Bid is under consideration for Contract Award. Bidder's responses to requirements in Supplementary Instruction to Bidders may also be utilized in this evaluation.

Prior to award and execution of a Contract, the City will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in ORS 279C.375. In doing so, the City may investigate Bidder and request information in addition to that already required in this document, when the City, in its sole discretion, considers it necessary or advisable. Submission of a signed Bid shall constitute approval for the City to obtain any information that the City deems necessary to conduct the evaluation.

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder that is not otherwise disqualified.

The City may postpone the award of the Contract after announcement of the apparent successful Bidder in order to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate responsibility shall render the Bidder non-responsible and shall constitute grounds for Bid rejection.

Any Bidder who fails to submit a complete Bidder Responsibility Information Form will be deemed to be non-responsive and will not be considered for Award of Contract.

If a Bidder is found not to be responsible, documentation of the reasoning will be sent to the Oregon Construction Contractor's Board (OCCB). Such documentation will be based upon the criteria set forth in ORS 279C.375(3).

The City may reject a bid that does not comply with applicable public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375 (3)(b). The City may reject for good cause all offers after finding that doing so is in the public interest.

F. EXAMINATION OF WORK SITE AND BID DOCUMENTS; CONSIDERATION OF CONDITIONS TO BE ENCOUNTERED

Before submitting a Bid, Bidders shall carefully examine the site of the proposed Work, the Bid Documents, Plans, and Specifications. Bidders shall also contact Utility owners to verify all Utilities' anticipated involvement on the Project Site. Bidders are also encouraged to review any subsurface investigation material that may be available. Submission of a Bid will constitute confirmation that the Bidder has examined the Project Site and Bid Documents, finds the Plans and Specifications to be sufficiently detailed and accurate to enable Bidder to properly perform the Work, and understands the conditions to be encountered in performing the Work and all requirements of the Contract.

The Bidder is responsible for loss or unanticipated costs suffered by the Bidder because of the Bidder's failure to fully examine the site and become fully informed about all conditions of the Work, or failure to request clarification of Plans and Specifications Bidder believes to be erroneous or incomplete.

G. BID FORMAT

The bid must include each item listed above and criteria listed therein. Any bid not including the items and addressing all criteria may be rejected. Bids will be clear and concise. The City encourages green options and discourages the use of materials that cannot be recycled such as PVC and spiral binders, plastic or glossy covers and dividers. Further, the City encourages bidders to print on both sides of a sheet of paper whenever possible.

H. ADDITIONAL INSTRUCTIONS

1. ITB documents may be obtained at DJC'S, Oregon Buys and City of Silverton website. This ITB is for construction of a Public Improvement subject to ORS 279C.800 to 279C.870 (Oregon's prevailing wage law). Bidders should consult Project Manager and the City's website regularly until Bid Closing to assure bidder obtains all Addenda.

2. The City's Project Manager is Brad Jensen. Communicating with other City staff or authority for information other than the Project Manager or assigned Designee may result in disqualification of bid.

3. All questions related to the project must be directed to the Project Manager no later than June 3, 2024 at 2 p.m. Questions must be submitted via e-mail to [bjensensilverton.or.us](mailto:bjensensilverton.or.us).

#### IV. **CONTRACT REQUIREMENTS**

A. PREVAILING WAGES

The selected Contractor and its subcontractors shall pay the applicable prevailing wages to their workers as required by ORS 279C.840. This ITB and the resulting Contract are subject to the following BOLI wage rate requirements and the prevailing wage rates set forth in the following booklets:

1. The "Prevailing Wage Rates for Public Works Contracts in Oregon" in effect on the date of the contract execution and any applicable amendments to these rates.
2. The "PWR Apprenticeship Rates" in effect on the date of the contract execution and any applicable amendments to these rates.

The complete publications may be found online at the BOLI website at:

[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx) and are incorporated by reference.

B. DAVIS BACON ACT – FEDERALLY FUNDED CONTRACTS

This project is subject to the Davis-Bacon Act (40 U.S.C. 3141 et seq.), Federal Department of Labor Prevailing Wages.

Yes:  No: .

C. CONTRACT, BONDS AND INSURANCE

The successful Bidder must enter into a Contract with the City of Silverton in the form included here as **Exhibit A**. The successful Bidder must obtain and maintain insurance and bonding as per **Exhibit A**. The successful Bidder shall obtain Silverton WWTP Headworks Screen Agreement

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a Payment Bond and a Performance Bond issued by a surety which is authorized to transact surety business in the State of Oregon and which has an A.M. Best "A" or better rating, each in the total value equal to one hundred percent of the contract price.

## **V. SOLICITATION PROTECT; REQUEST FOR CHANGE, CLARIFICATION, OR SUBSTITUTION**

### **A. PROCEDURE**

Questions and clarification requests must be directed to the contact shown on page 2 of this ITB. The appropriate means of seeking changes to provisions of this ITB are through (a) requests for approval of an "approved substitution" (b) requests for changes to contractual terms, Specifications, or Plans; and (c) protests of contractual terms, Specifications, or Plans.

No Offer/Bid response may include alternate product brands or products, or take an exception to the Specifications or Plans or contractual terms, without the Owner's approval prior to submitting a bid. Any bid response that includes an alternate brand or product, or takes an exception to the Specifications or Plans or contractual terms, without the Owner's prior approval may be deemed non-responsive and may be rejected.

### **B. METHOD OF SUBMITTING REQUESTS FOR CHANGES TO THIS ITB**

Emailed or mailed requests must be marked as follows:

1. Bid Request for Substitution Request (Request for Clarification, Request for Change, or Protest, whichever is applicable).
2. Requests must be received by the contact listed on Page 2 of the ITB, in writing, either in hardcopy or by email, no later than the Request Deadline on the Schedule shown on Page 3 of the ITB. Unless this specific deadline is extended by subsequent Addenda, no requests for substitution, requests for clarification, requests for change, or protests pertaining to provisions contained in the originally-issued ITB will be considered after the date specified herein.

### **C. REQUEST FOR APPROVAL OF AN "APPROVED SUBSTITUTION"**

Bidders shall provide the named product unless another is approved through a substitution request, or a product exemption has been issued (ORS 279C.345). Other brands of quality, merit and utility will be considered upon proper submittal of the request with appropriate documentation:

1. Requests must provide all of the information necessary for the City to determine product acceptability.
2. Failure to provide sufficient information with the request will cause the request to be rejected.
3. Any product subsequently approved for substitution will be listed on an Addenda issued by the City.

### **D. REQUEST FOR CLARIFICATION**

Any Bidder who finds discrepancies in, or omissions from, any provision of the ITB, Plans, Specifications, or Contract Documents, or has doubt as to the meaning, shall make a request for clarification in writing, to the contact listed on Page 2 of the ITB. To be considered, the request for clarification must be received by the Request Deadline as specified in the Schedule shown on Page 3 of the ITB.

### **E. REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS OR PLANS**

Any Bidder may submit a request for changes to Plans or Specifications, in writing, to the contact listed on Page 2 of the ITB. To be considered, the request for changes must be received by the Request Deadline specified in the Schedule shown on Page 3 of the ITB. The request must include the specific changes requested, and the reason for requested changes supported by factual documentation, and any proposed changes.

### **F. PROTEST OF CONTRACT TERMS AND CONDITIONS OR SPECIFICATIONS**

Any Bidder may submit a protest of solicitation terms and conditions, in writing, in accordance with OAR 137-049-0260 to the contact listed on Page 2 of the ITB. To be considered, the protest must be received by the deadline specified in the Schedule shown on Page 3 of the ITB. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Bidder if the protest is not granted, and a statement of the relief or changes proposed.

G. RESPONSE TO REQUESTS FOR CLARIFICATION

Clarifications, whether verbal, or in writing, or included in an addendum as "clarification", do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that the City determines should be handled by formally amending the ITB, the City will do so only by announcing such a change in an Addendum, not through information identified as a "clarification."

H. ADDENDA

Addenda are incorporated with the original solicitation as an attachment and can be viewed and downloaded by registered bidders. Bidders should consult the City of Silverton website, [www.silverton.or.us](http://www.silverton.or.us), and the Project Manager regularly until closing to avoid missing any Addenda.

I. RESPONSE TO REQUESTS FOR BRAND APPROVAL, REQUESTS FOR SUBSTITUTION, REQUESTS FOR CHANGE, AND PROTESTS

The City shall promptly respond to each properly-submitted written request for brand approval, request for substitution, request for change, and protest as indicated in the Schedule on Page 3. Where appropriate, the City will issue ITB revisions via email.

Failure to protest solicitation terms and conditions, Contract terms and conditions or Specifications, as indicated in this section, precludes appeal or protest of a decision to award based upon such solicitation terms and conditions, Contract terms and conditions, or Specifications.

J. PROTEST OF ADDENDUM

Requests for clarification, requests for change and protests of Addendum must be received by the time and date specified in the Addendum or they will not be considered.

## VI. **BID SUBMISSION**

A. FORMS TO BE USED

Bids shall be submitted on unaltered Bid Forms furnished by the City, or on exact duplicates thereof. Bids shall be made in accordance with all instruction, requirements and specification to be considered. All blanks on Bid Forms shall be completed in ink or typewritten. Alterations and erasures shall be initialed by the signatory of the Bid.

A Bidder shall not make their Bid contingent upon the City's acceptance of Specifications, Plans or Contract terms that conflict with or are in addition to those in the ITB documents.

B. REQUIRED SIGNATURES

Bids shall be digitally signed or a copy signed in ink, with the signer's name typed or printed in the space provided. Where Bidder is a corporation, Bids shall be signed with the legal name of the corporation and the legal signature of an officer authorized to bind the corporation to a contract. At least one Bid submitted by Bidder must bear an original signature.

C. NUMBER OF COPIES

Bidders shall submit two (2) copies of the Bid.

D. BIDS SUBMISSION

Bids may be by mail or email at the contact information set forth on Page 2 no later than the Due Date and Time shown on page 2.

It is the sole responsibility of the Bidder to assure that the Bid is delivered to the ftp site shown on page 2 by the deadline specified. All late Bids shall be rejected.

E. STATE OCCB REGISTRATION REQUIREMENTS

Bidders shall be licensed with the Oregon Construction Contractors Board prior to bidding on this project. Failure to comply with this requirement shall result in Bid rejection. Bidders shall insert Bidder's current, valid registration number and expiration date thereof in the spaces provided on the Bid Form. Landscaping contractors and all subcontractors participating in this project shall be licensed respectively, by the State Landscape Contractors Board, as required by ORS 671.530 and the Oregon Construction Contractors Board, as required by ORS 701.026, at the time

they propose to engage in subcontract work. Any Bid received from a Bidder identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227 shall be disqualified from consideration.

F. BID SECURITY

Each Bid exceeding \$100,000 shall be accompanied by Bid security in the form of:

1. a Bid bond as set forth in **Exhibit D**,
2. an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or
3. a certified check or cashier's check.

Such Bid security must be in an amount equal to ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of the City. **Copies of the Bid security must be included in electronic format with the Bid. Thereafter, a hard copy of the Bid security must be postmarked and mailed within five (5) business days to the following address: 306 S. Water St Silverton, OR 97381. Please include a cover letter with the hard copy of the Bid security that references this ITB. Failure to mail a hard copy of the Bid security with five (5) business days may result in the Bid being declared non-responsive.**

Bid security of the successful Bidder will be returned or released after the Bidder's written Contract, Performance Bond, Payment Bond, and required certificates of insurance have been promptly and properly executed, delivered to, and accepted by the City. If the successful Bidder fails to (1) promptly and properly execute the Contract, (2) furnish a good and sufficient Performance Bond and a good and sufficient Payment Bond, and/or (3) furnish required certificates of insurance within seven (7) calendar days of the written notification of intent to award a Contract, then the City may cash the check, draw under the letter of credit or otherwise collect under the Bid security.

The City reserves the right to retain the Bid security of the next two (2) lowest Bidders until the successful Bidder has been awarded a Contract or until no more than 60 days after Bid opening, whichever is shorter. Bid security of all other Bidders will be returned as soon as practicable after Bid opening

G. MODIFICATION OR WITHDRAWAL OF BID

After submittal, Bids may be modified or withdrawn on written request received from Bidders prior to the Bid Closing. Modifications shall be submitted in same manner as the Bid. Offers may also be withdrawn before Closing by contacting the Contact listed on Page 2 and upon presentation of evidence of authorization to act for Bidder to the Contact listed on Page 2 of this ITB.

Bids may not be modified or withdrawn after closing except as provided in ORS 279C and the City's Public Contracting Rules.

H. DURATION OF BIDS

Each Bid shall be irrevocable for a period of 60 days from the date of Bid. Award of a Contract to any Bidder shall not constitute rejection of any other Bid.

The City may request that Bidders extend, in writing, the time during which the City may consider their Bids. If a Bidder agrees to such an extension, the Bid shall continue as a firm Offer, irrevocable, valid and binding on the Bidder for the agreed upon extension period.

I. RESIDENT BIDDER

Bidder shall indicate on the Bid Form whether Bidder is a "resident bidder" as defined in ORS 279A.120. A "nonresident bidder" means a Bidder who has neither paid unemployment taxes nor income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of its Bid, nor has a business address in the State of Oregon.

In determining the lowest responsive Bidder for this Work, a percentage may be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, shall not be added to the dollar value of Contract to be awarded as a result of this ITB.

J. LIST OF FIRST-TIER SUBCONTRACTORS

In accordance with ORS 279C.370, Bidders are required to complete and submit the first-tier subcontractor disclosure Silverton WWTP Headworks Screen Agreement

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form, provided as **Exhibit B**, within two (2) hours of the Bid Closing Date and time.

K. ACCEPTANCE OF CONDITIONS/SITE VISITATION

The Bidder, by making a Bid, represents that:

1. The Bidder has read and understands the Bid documents and the Bid is made in accordance with the Bid documents.
2. The Bidder has visited each project site, become familiar with the local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
3. The Bid is based upon the materials, equipment, systems, required by the Bid documents without exceptions.

L. RESERVATIONS

The City reserves the following rights:

1. To reject all Bids.
2. To reject any Bid not in compliance with all prescribed public bidding procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under ORS 279C.375(3)(b), and to reject for good cause any or all Bids upon a finding that it is in the public interest to do so.
3. To reject Bids which it determines to be non-responsive.
4. To reject Bids upon the City's finding that the Bidder:
  - a. Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries
  - b. Has been identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227; or
  - c. Is not responsible.
5. To waive any minor informalities in Bids submitted.
6. In the event two or more Bidders quote identical amounts for the same Work, to award the contract by drawing lots between such Bidders or by such other means as it deems appropriate.
7. To return the Bid unopened, in the event only one Bid is received.

M. ASBESTOS ABATEMENT

Work to be performed under the contract will not require the Bidder or any subcontractors to be licensed for asbestos abatement work under ORS 468A.720.

## **VII. BID EVALUATION**

A. BID EVALUATION CRITERIA

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder and not otherwise disqualified. (Refer OAR 137-049-0440). Adjustments made to account for reciprocal preferences will be for Bid evaluation purposes only. No such adjustments shall operate to amend a Bid or any Contract awarded pursuant thereto.

B. RESPONSIVENESS

To be considered responsive, the Bidder must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, the City may waive minor informalities and irregularities.

C. RESPONSIBILITY

Prior to award of a Contract, the City will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in this ITB and as authorized by OAR 137-049-0390. In doing so, the City may investigate Bidder and request information in addition to that already required in the ITB, when the City in its sole discretion, considers it necessary or advisable. In addition, all Bidders must be qualified and licensed to provide the goods and construction services requested in this ITB. Bidders are required to submit documentation as outlined in

this ITB, related to their ability to provide quality services as listed in this document, and all work is to meet like kind requirements for materials.

The City reserves the right to find a Bidder not responsible if its investigation reveals a history of project delivery delays or related performance problems.

D. PROCESSING OF BIDS

Neither the release of a Bid Security, nor acknowledgment that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of notice intent to award, or otherwise), shall operate as a representation by the City that any Bid submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

E. WITHDRAWAL BY THE CITY OF BID ITEMS PRIOR TO AWARD

The City reserves the right to delete Bid items. The deletion of one or more Bid items will not affect the method of award.

F. NOTICE OF INTENT TO AWARD

The Notice of Intent to Award shall serve as notice to all Bidders that The City intends to make a contract award.

## VIII. **PROTEST OF INTENT TO AWARD**

A. PROTEST OF INTENT TO AWARD

Adversely affected or aggrieved Bidders shall have **seven (7) calendar** days from the date of the Notice of Intent to Award within which to file a written protest of award. Protests received after that date will not be considered. Protests must specify the grounds upon which the protest is based.

Protests must be emailed to Brad Jensen at his email address identified on Page 2.

In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the lowest responsible and responsive Bidder and that any and all lower Bids are ineligible to receive Contract award.

An actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

Pursuant to OAR 137-049-0260, no protest against award shall be considered because of the content of Bid Specifications, Plans, or contract Terms after the deadline established for submitting protests of Bid Specifications, Plans or Contract Terms.

B. RESPONSE TO INTENT-TO-AWARD PROTESTS

The Project Manager will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Bidders. The City may also respond to intent-to-award protests submitted by other Bidders for purposes of clarification. However, any response provided by the City is not intended to, and shall not in and of itself constitute, confirmation that the bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

C. AWARD

After expiration of the intent-to-award protest period, and resolution of all protests, the City will proceed with final award. (If the City receives only one Bid, the City may dispense with the intent-to-award protest period and proceed with award of a Contract).

## **IX. INFORMATION TO BE PROVIDED BY SUCCESSFUL BIDDER: CONTRACT, BONDS, AND INSURANCE**

### **A. CONTRACTOR CONTRACT EXECUTION**

Within [eight] days after receipt of Notice of Intent to Award, the successful Bidder shall be prepared to execute the Contract provided by the City. The City's contract form is provided as Attachment A of this ITB. At the same time, the successful Bidder shall furnish the City: a Performance Bond, a Payment Bond, and all required Certificates of Insurance. Prior to starting work under the Contract, the selected Bidder shall provide a performance bond and a payment bond each issued by a surety satisfactory to the City, in an amount equal to the full dollar value of the Contract for the faithful performance of the Contract and all provisions thereof.

### **B. CITY CONTRACT EXECUTION**

After receipt and acceptance of the properly executed Contract, Performance Bond, Payment Bond, and Certificates of Insurance, the City will execute the Contract and issue a Notice to Proceed. No work shall be performed until the Contract is fully executed and a written Notice to Proceed is issued.

### **C. FAILURE TO EXECUTE**

A successful Bidder who fails to execute the Contract or furnish the Performance Bond, Payment Bond and provide Certificates of Insurance in the time and manner indicated herein shall forfeit its Bid security.

### **D. PUBLIC WORKS BOND**

Before starting Work the successful Bidder shall file with the Oregon Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836, unless otherwise exempt under those provisions. The successful Bidder shall also include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Oregon Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.

A disadvantaged, minority, women or emerging small business enterprise certified under ORS 200.055 may, for up to four years after certification, elect not to file a public works bond as required under Section 279C.836 (1). If a business enterprise elects not to file a public works bond, the business enterprise shall give the Oregon Construction Contractors Board written verification of the certification and written notice that the business enterprise elects not to file the bond.

Questions regarding the public works bond may be directed to BOLI at the BOLI website ([www.oregon.gov/BOLI](http://www.oregon.gov/BOLI)) or at the following address:

Bureau of Labor and Industries  
Wage and Hour Division  
Prevailing Wage Unit  
800 N.E. Oregon Street, #32  
Portland, Oregon 97232

### **E. JOINT VENTURE/PARTNERSHIP INFORMATION**

The successful Bidder, if a Joint Venture/Partnership, shall provide a copy of the joint venture agreement or partnership agreement evidencing authority to Offer and enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint venture or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint venture members will be required to sign the awarded Contract.

## **X. GENERAL INFORMATION**

### **A. PUBLIC RECORDS**

This bid will be made a part of a file open to public inspection. If a bid contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

Silverton WWTP Headworks Screen Agreement

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“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Nondisclosure of documents or any portion of a document submitted as part of a bid may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law. The above restriction may not include cost or price information, which must be open to public inspection.

Identifying the bid in whole as a trade secret is not acceptable. Failure to identify a portion of the bid as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

**B. COMPLIANCE WITH THE LAW**

The selected Contractor shall be required to comply with the City’s standard construction contract provisions as provided in Attachment A. In addition, the selected contractor shall comply with and require its subcontractors to comply with all applicable provisions of federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations which pertain to the work specified in this ITB.

**C. MINORITY OWNED, WOMEN OWNED, AND EMERGING SMALL BUSINESS**

Minority-owned, Women-owned and Emerging Small Businesses (MWESB) are encouraged to respond to this ITB. All Bidders are encouraged to contact and seek sub-bids from MWESB subcontractors. MWESB subcontractors are encouraged to attend any pre-proposal conferences.

**D. REIMBURSEMENT**

All costs to secure this project are the bidder’s responsibility.

[PROVIDE FORM OF AGREEMENT]

AGREEMENT

## WWTP Control Building Remodel

This Agreement is entered into by and between the City of Silverton, hereinafter referred to as the “City”, and **Company**, hereinafter called the “Contractor”, to provide the services described in the Invitation to Bid for the WWTP Control Building Remodel, SILVERTON, OREGON, which by this reference is hereby made part of this Agreement. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project includes installation of a Mechanical Bar Screen system at the Silverton Wastewater Treatment Plant in the channel upstream of the UV disinfection system.

### 5.1 CONTRACT TIMES:

The Work will be substantially completed on or before May 5, 2025, and completed and ready for final payment on or before May 23, 2025.

The anticipated issuance date of the Notice to Proceed is the 24<sup>th</sup> of July, 2024.

### 5.2 LIQUIDATED DAMAGES



**Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in 5.1 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):**

- **Substantial Completion:** Contractor shall pay Owner \$100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 5.1 above for Substantial Completion until the Work is substantially complete.
- **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200 for each day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Substantial Completion and final completion are not cumulative and will not be imposed concurrently.

### **5.3 COMPENSATION:**

**The City agrees to compensate the Contractor on a fee-for-services basis as outlined in these Documents. This agreement covers the period listed above. Work shall be performed in accordance with an approved schedule provided to the City by the Contractor as part of this document. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent City contract and/or purchase order numbers. All invoices shall be consistent with the bid amount accepted by the City and shall reflect any savings or reductions provided for in the bid amount. The City will retain 5% from progress payments. The retainage will be released with the final payment after the project has been accepted as complete by the City. The compensation authorized under this contract is found under subsection 5.11 Contract Price.**

The Contractor is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. **The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.**
  
2. This contract is not intended to entitle the Contractor to any benefits generally granted to City employees. Without limitation but by way of illustration, the benefits which are not intended to be extended by this contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
  
3. **The Contractor is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the Contractor has the assistance of other persons in the performance of this contract, the Contractor shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.017 and ORS 656.407.**

The Contractor, if an individual, certifies that he or she is not a program, City, or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

#### **5.4 SERVICES TO BE PROVIDED:**

The Contractor shall provide all materials and services required for the Project; as set forth in the Contract Documents, and the documents it references.

#### **5.5 CONTRACTOR OBLIGATIONS**

**This contract is expressly subject to all applicable State contracting laws and further, is expressly subject to the constitutional and charter debt limitation, and incorporates by reference all provisions required by applicable ORS 279A and ORS 279C and Oregon Administrative Rule Divisions 47 and 49 (i.e., OAR 137-049-0200(c)(A) through and including OAR 137-049-0200(c)(V) (2006). The contract is contingent upon funds being appropriated therefore.**

1. The Contractor shall comply fully with all statutory requirements for payment of prevailing wage rates on public works projects. The hourly rate of wage to be paid workers on this project shall not be less than the prevailing wage for an hour's work in the same trade or occupation in the locality of the project. This requirement shall apply to all workers employed on the project by the prime contractor, subcontractors, or other persons doing, or contracting to do the whole or any part of the work required for the project. The existing prevailing rates of wages as established by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279.359 are hereby incorporated into these Specifications. A reference to the Prevailing Wage Rates is attached to this Contract in **Section 8**. When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.
2. The Contractor shall indemnify, save harmless and defend the City, its officers, councilors, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees and agents.

3. **Contractor shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall maintain valid all required licenses and certificates required by law.**
  
4. If the Contractor fails to pay for labor and services, the City can pay for them and withhold those amounts from payment to the Contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
  
5. **The Contractor must pay daily, weekly and holiday overtime as required. ORS 279C.520; OAR839-025-0020(2)(b)**
  
6. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from workers wages. ORS 279C.530; OAR 839-025-0020(2)(d)
  
7. **The Contractor must submit a Public Work Contract Fee form (WH-39) and pay a prevailing wage rate fee to BOLI. ORS 279C-830 (2); OAR 839-025-0020(2)(e)**
  
8. The Contractor must pay the workers not less than the applicable state or federal prevailing wage rate, whichever is higher. ORS 279C3830 (1)(c); OAR 839-025- 0020(3)
  
9. **The Contractor must have a public works bond filed with the Construction Contractors Board before commencement of any work on the project. ORS 279C.830(3)(a)**
  
10. The Contractor shall include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any work on the project. ORS 279C.830(3)(b).

Contractor warrants all installed materials or systems to be free from design, material or construction defects and the systems shall perform to the City's satisfaction for two years from the date the City accepts the work. Contractor warrants that the renovation work

shall be performed consistent with professional standards found to be prevalent in the State of Oregon.

**5.6 INSURANCE COVERAGES:**

Required Insurance Coverages are found in Section 00170.70 of the General Conditions.

**5.7 SUBCONTRACTS:**

The Contractor shall be responsible to the City for the actions of persons and firms performing subcontract work.

## 5.8 TERMINATION OF CONTRACT:

The City may terminate the whole or any part of this contract in any one of the following circumstances.

1. The City may terminate this Agreement if sufficient funds are not appropriated for the completion of this project.
2. **If the Contractor fails to make delivery of the supplies or to perform the services within the time specified (to be determined) herein or any extension thereof; or**
3. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
4. **In the event the City terminates this contract in whole, or in part, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.**
5. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor(s). Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be

furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

**6. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.**

7. As used in paragraph (5) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**5.9 PERFORMANCE AND PAYMENT BOND**

NO

The Contractor will be required to file with the City Performance and Labor and Material Payment bonds in the full amount of the contract price at the time of execution of the contract. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City and shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond in behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond, which it covers. The forms for the Performance and Labor and Material Payment bonds are in the bid documents.

**5.10 WARRANTY BOND**

At the completion of the project and prior to received final acceptance by the City, the Contractor shall provide the City with a Warranty Bond in the amount of 15% of the contract amount, which covers any defects in either materials or workmanship, for a period of two years from the date of acceptance. AIA forms will be used for the Warranty Bond.

**5.11 CONTRACT PRICE:**

**Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:**

ITEM	QNTY	UNIT	UNIT PRICE	TOTAL PRICE
1. Lump Sum Bid				95,000.00
<b>BID TOTAL</b>				<b>\$ 95,000.00</b>



**5.12 PAYMENT PROCEDURES:**

Payment procedures are defined in section 00195 of the Supplemental Conditions.

**5.13 INTEREST:**

All amounts not paid when due shall be subject to terms listed on invoice.

**5.14 TERMINATIONS AND AMENDMENTS:**

**This contract and any amendments thereto will not be effective until approved in writing by the City of Silverton.**

This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**In the event of litigation arising out of or relating to this Agreement, the prevailing party in such suit or action shall be entitled to recover its reasonable attorney fees as may be awarded by the court in which such suit or action is tried, heard or decided, and on any appeal therefrom.**

**5.15 SIGNATURES:**

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

**CONTRACTOR**

**CITY OF SILVERTON**

CMH Remodeling, LLC      6/25/2024

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Authorized Signature

Date

Cory Misley City Manager

Chris Hernandez, Owner

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Printed Name and Title

Date

503-362-3792

---

Telephone/Fax Number

20-0641706

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Federal Tax I.D. Number

167697

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CCB Number

**EXHIBIT B – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

TITLE/PROJECT NAME: The City of Silverton WWTP Control Building Remodel

BID CLOSING DATE: June 27, 2024      TIME: 2:00 PM

**This form must be submitted at the location specified in the Invitation to Bid on the advertised Bid Closing Date and within two hours after the advertised Bid Closing Time (“Disclosure Deadline”).** List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work and the dollar value of the subcontract. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

	NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	NONE		\$
2.			\$
3.			\$

The above listed first-tier subcontractor(s) are providing labor or labor and materials with a Dollar Value equal to or greater than:

- a. 5% of the total project Bid, or \$15,000, whichever is greater. [If the Dollar Value is less than 15,000.00, do not list the subcontractor above.]; or
- b. \$350,000 regardless of the percentage of the total Contract Price.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID AND SUCH NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are NOT Responsive and shall NOT be considered for Contract award.

**Form submitted by (Bidder Name):** < CMH Remodeling, LLC >

**CCB#:** < 167697 >

Contact Name and phone number: CONTACT SHOWN ON PAGE 2 OF THIS ITB.

Deliver Form to Agency: TO ONE OF TWO ADDRESSES SHOWN ON PAGE 2 OF THIS ITB.

Person Designated to Receive form: Brad Jensen, Water Quality Supervisor.

Agency's Email Address: Bjensen@silverton.or.us

**THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, TO ONE OF THE TWO ADDRESSES SHOWN ON PAGE 2 OF THIS ITB BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.**

NO **EXHIBIT C - BIDDER'S RESPONSIBILITY INFORMATION FORM**

**FAILURE TO SUBMIT THIS FORM WITH BID PROPOSAL PACKET WILL RESULT IN A NON-RESPONSIVE BID**

**INSTRUCTIONS**

- 1. The information provided in this form is part of The City of Silverton's inquiry concerning bidder responsibility. Please print clearly or type. If you need more space, use plain paper.**
- 2. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a determination that your bid is non-responsive.**
- 3. Sign and submit the completed bidder responsibility form with bid proposal.**

Bidder Name: CMH Remodeling, LLC CCB #: 167697

- 1. 20 years EXPERIENCE:** List the number of years Bidder has been operating its business under its current license. If Bidder's business has been in continuous existence under a current active license and a previous license number, then identify the previous license number. List and briefly describe a minimum of 3 similar projects performed by Bidder in the past 5 years that best characterize Bidder's capabilities. Include relevant data such as the type of work involved and project dates and total contract value. Describe how Bidder meets this experience requirement (use separate sheet if additional space is needed):

listed in reference section  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. LAWSUITS/JUDGMENTS:** Within the past 5 years, has Bidder had any lawsuits filed against it involving contract disputes? For the purposes of this request, "lawsuits" include requests for arbitration and "judgments" includes arbitration awards. YES /  NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3. BANKRUPTCY:** Within the past 36 months, has Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES /  NO If "YES" supply filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **LAWSUITS BY CREDITORS:** Within the past 24 months, has Bidder had any lawsuits filed against it by creditors? YES /  NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments include jurisdiction and date of final judgment or dismissal):

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5. **ABILITY TO PERFORM WITHIN TIME SPECIFIED:** List the project titles, original contract time and change order extensions for three specific projects in the past three (3) years. Bidder shall document that it achieved substantial completion of such three projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments).

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6. **PROJECTS EXCEEDING COMPLETION DATES:** In the past five (5) years, list the number of project and the titles of those projects where Bidder has exceeded the contracted time for substantial completion or exceeded the contracted time for final completion.

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7. **DEFECTIVE WORK.** In the past ten (10) years has your company been ordered to fix defective work on a project? YES /  NO If "YES," identify the owner, the project and the resolution of the problem.

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8. **DEBARMENT:** Has Bidder been debarred or disqualified by any public agency within the past two (2) years? YES /  NO If "YES" identify the public agencies:

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9. **NON-COMPLETION:** Has Bidder failed to complete a contract in the last five (5) years? YES /  NO If "YES" identify the project(s):

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10. **COMPLETION BY SURETY:** Has Bidder ever defaulted on a contract forcing a surety to suffer a loss? YES /  NO If "YES" identify the project(s):

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11. **SUSPENSION, DISMISSAL, DEFAULT:** Has Bidder been suspended, dismissed or declared in default on a project during the last five (5) years? YES /  NO If "YES" identify the project(s) and the type of action taken against Bidder:

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12. **BONDABILITY REQUIREMENT:** For the project described under this ITB, Bidder is able to and will obtain a payment bond and a performance bond issued by a surety that is authorized to transact surety business in the State of Oregon and that has an AMBest "A" or better rating.  YES / NO If "YES" identify name of surety, contact name, address, phone number, & email address:  
Western Surety Company

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13. **LIENS AND SURETY CLAIMS:** Have there been any liens or surety claims against Bidder on any contracts which have been performed or are in the course of being performed? YES /  NO If "YES" identify the project and explain the nature of the claims:

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14. **REVOKED LICENSE:** Has Bidder's company or any key person in the company, had a license revoked by the Oregon Construction Contractors Board? YES /  NO If "YES" explain the underlying reason for the revocation of the license:

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15. **CRIMINAL OFFENSE:** Has Bidder's company or any owner of or management employee in the company been convicted of a crime involving fraud, material misrepresentation or any crime involving the awarding of a contract for a government construction project or the bidding or performance of a government contract? YES /  NO

16. **DEMAND ON PERFORMANCE BOND:** In the last five years, has an owner ever made a demand on your performance bond? YES /  NO

17. **TERMINATION OF BONDING/INSURANCE COVERAGE:** In the last five years, has a surety or insurance company terminated existing bonding and/or insurance coverage due to excessive claims history and/or nonpayment of premiums? YES /  NO

18. **CITATIONS OR ENFORCEMENT ACTIONS.** Within the last five years, has the Bidder been cited or subject to any enforcement action for violation of any applicable law or regulations related to its performance of a prior construction contract? For the purposes of this section, "applicable law or regulations" includes without limitation, any building, zoning, environmental, site development, or Oregon Public Contracting Code regulations with which a prior project was required to comply, including non-discrimination regulations and prevailing wage requirements. YES /  NO If "YES", please state the date, nature, and final resolution of every such citation or enforcement action:

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19. **BONDING.** What is the largest contract you have had bonded through the surety company named in Question #12 above? Please identify the project name, the nature of the project, the date of the project and the original contract price:

Ona Beach Maintenance Station Improvements. Upgrade siding, windows, exterior doors, new personnel doors, new overhead sectional doors, and miscellaneous exterior repairs.  
Dates: 2/2024 - present. \$600,000.00

**BIDDER REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE**

Bidder shall provide a list of three different project references with their Bid that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope within the past 5 years. Bidder must provide all information requested below and may use either the form provided in this section or their own form. The City of Silverton reserves the right to contact other persons, agencies or owners not listed below as part of determining whether Bidder is responsible. References cannot include current City of Silverton staff.

<b>Project Reference #1</b>
Name and Dates of Project: <u>Ona Beach Maintenance Station Improvements 2/2024- Present</u>
Project Location: <u>Seal Rock, OR</u>
Project Description: <u>upgrades to the maintenance station in Seal Rock, OR</u>
Contact Person #1 Name: <u>Mike Schweizer</u>
Contact Person #1 Firm Name: <u>Oregon Department of Transportation</u>
Contact Person #1 Phone: <u>541-602-5705</u>
Contact Person #2 Name: _____
Contact Person #2 Firm Name: _____
Contact Person #2 Phone: _____
<b>Project Reference #2</b>
Name and Dates of Project: <u>2/2023- 5/2023</u>
Project Location: <u>Beaverton, OR</u>
Project Description: <u>Demolition of barn</u>
Contact Person #1 Name: <u>Peter Madaus</u>
Contact Person #1 Firm Name: <u>Beaverton School District 48J</u>

Contact Person #1 Phone: <u>503-207-3901</u>
Contact Person #2 Name: _____
Contact Person #2 Firm Name: _____
Contact Person #2 Phone: _____
<b>Project Reference #3</b>
Name and Dates of Project: <u>ODOT Building A &amp; B Remodel 8/2022- 2/2023</u>
Project Location: <u>Salem, OR</u>
Project Description: <u>Construct new offices, install new hollow metal doors, reconfigure light fixtures, paint, new flooring, install cabinets</u>
Contact Person #1 Name: <u>Brett Timm</u>
Contact Person #1 Firm Name: <u>Oregon Department of Transportation</u>
Contact Person #1 Phone: <u>541-910-7409</u>
Contact Person #2 Name: _____
Contact Person #2 Firm Name: _____



**EXHIBIT D – FORM OF BID BOND**

We, \_\_\_\_\_ as "Principal," and \_\_\_\_\_  
 (Name of Principal) (Name of Surety)

an \_\_\_\_\_ Corporation,  
 authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our  
 respective heirs, executors, administrators, successors and assigns to pay unto The City of Silverton ("Obligee")  
 the sum of (\$ \_\_\_\_\_ ) \_\_\_\_\_ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or Bid to the  
 Obligee in response to Obligee's procurement document ( \_\_\_\_\_ ) for the project  
 identified as:  
 \_\_\_\_\_

**Title:**

\_\_\_\_\_ which proposal or Bid is made  
 a part of

this bond by reference, and Principal is required to furnish Bid security in an amount equal to ten (10%) percent  
 of the total amount of the Bid pursuant to ORS 279C.365(5) and the procurement document.

NOW, THEREFORE, if the proposal or Bid submitted by Principal is accepted, and if a contract pursuant to the  
 proposal or Bid is awarded to Principal, and if Principal enters into and executes such contract within the time  
 specified in the procurement document and executes and delivers to Obligee its good and sufficient  
 performance bond and payment bond required by Obligee within the time fixed by Obligee, then this obligation  
 shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal  
 representatives this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

PRINCIPAL:  By _____ _____ Signature  _____ Official Capacity  Attest:  _____ Corporation Secretary	BY ATTORNEY-IN-FACT: <i>[Power-of-Attorney must accompany each                  surety bond]</i>  _____ Name  _____ Signature  _____ Address  _____ City State Zip  _____ Phone Fax
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**EXHIBIT E – BID FORM**

**BID FORM**

**THE CITY OF SILVERTON**

**INVITATION TO BID  
WWTP Control Building Remodel**

**The undersigned hereby certifies that Bidder:**

CMH Remodeling, LLC

<Insert Bidder name>

167697

<CCB#>

1. Has the authority and/or responsibility to submit a Bid and to represent the organization in all phases of this Bid process.
2. The information is true and accurate to the best of their knowledge.
3. Shall furnish, in strict compliance with the Bid and Contract Documents for the above-referenced Project, all labor, materials, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to perform the Work described therein, and to perform said Work in strict compliance therewith, for the amounts set forth in this Bid.
4. Is a  Resident Bidder,  Non-Resident Bidder, as defined in ORS 279A.120

A “non-resident bidder” is a Bidder who has neither paid unemployment taxes nor income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this Bid, nor has a business address in the State of Oregon.

In determining the lowest responsive Bidder for this Work, a percentage may be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, will not be added to the dollar value of the contract to be awarded as a result of this ITB.

5. Certifies that it has not discriminated and will not discriminate, in violation of ORS 279C.110(1), against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a veteran-owned business, or an emerging small business in awarding a subcontract.
6. Understands any false statement may disqualify this Bid from further consideration or be cause for contract termination.
7. Has read, understands and agrees to be bound by all terms and conditions herein.
8. Understands by submitting this Bid, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the City of Silverton upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.
9. **Acknowledges Receipt of Addenda No's. 1 through 1 .**

Please check the box regarding Bid security:

- Bid security in form of cashier's check , certified check , Bid bond in the form set forth in **Exhibit D** , irrevocable letter of credit issued by an insured institution as defined in ORS 706.008  (check applicable clause) in the amount of ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of the City of Silverton is enclosed.

**BID TITLE:** THE CITY OF SILVERTON SENIOR CENTER REPAIR PROJECT

**SUBMIT TO:** City of Silverton

Attention: Brad Jensen

Email: bjensen@silverton.or.us

**FROM:** CMH Remodeling, LLC

3411 Delaney Rd SE

Salem, OR 97317

**BIDDER  
ADDRESS  
CITY/STATE/ZIP**

Operating as (STRIKE OUT CONDITIONS THAT DO NOT APPLY) an individual, a Company, a Corporation, organized and existing under the law of the State of Oregon.

Proprietorship, Partnership, or Joint Venture consisting of \_\_\_\_\_.

**BASE BID:**

Having become completely familiar with the local conditions and legal requirements affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents prepared by the City of Silverton for: THE CITY OF SILVERTON SENIOR CENTER REPAIR PROJECT

Together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Work described by the aforesaid Bidding Documents for the lump sum consideration as described on the next page:

#### **BID TABULATION:**

Bidder shall provide their bidding unit prices in the following Bid Schedule.

BIDDERS ARE STRONGLY ENCOURAGED TO REVIEW THE MEASUREMENT AND PAYMENT DESCRIPTIONS IN SECTION 9, SPECIAL PROVISIONS, BEFORE COMPLETING THE SCHEDULE OF VALUES.

### **UPSTAIRS MECHANICAL, CONTROL ROOM, ENTRY HALLWAY, UPPER STAIR LANDING, LAB, AND OFFICE**

- Remove and save for customer one metal cabinet and one metal control desk.
  - *We will attempt to move these items whole, however due to the sizes of the cabinet and desk vs the opening size of the exterior doors it may be necessary to cut. If this is the case, we will attempt to cut in locations that can be re-welded to allow reassembly later.*
- Move both metal cabinets to customers storage locations.
- Build temporary floating desk for computer station required for plant operation.
  - *Temp desk will be bracketed to the wall to allow access for flooring replacement.*
- Demo and dispose of all sheet vinyl flooring and cove base.
- Repair walls where cove base was removed and texture to match.
- Patch sheetrock as needed where electrician opened for data outlet move.
- Re-texture to match areas behind doors where handles caused damage to walls that were repaired by others.
- Tape and texture to match patches done to cover data outlet moves.
- Tape and texture patch done by others under new drinking fountain.
- Paint all walls using one color.
- Paint interior window trim of thirteen windows, and interior trim for four skylights in lab using one color.
- Prep floors for new LVP throughout excluding tiled floor at lab.
- Provide and install new customer selected LVP to all areas excluding lab.
- Provide and install new customer selected cove base in all areas.
- Build and install new Dual level desk under windows in control room area.
- Paint a new desk in customer selected color.
- Remove temporary floating desk once flooring and base installation are complete.
- Repair any damage to sheetrock incurred because of temporary desk.
- Tape and texture repair to match walls.
- Touch up paint as needed.

## UPSTAIRS BATHROOM REMODEL

- Demo and dispose of vanity cabinet, laminate countertop, one sink, in wallpaper towel dispenser, and sheet vinyl from walls.
- Remove and save one toilet and one urinal in the upstairs bathroom.
- Remove and save partition and door at toilet stall at upstairs bathroom.
  - *The partition and door must be removed to allow room for new flooring installation.*
- Demo and dispose of all sheet vinyl flooring and cove base.
- Repair walls where cove base was removed and texture to match.
- Open wall below removed paper towel dispenser.
- Re-frame wall below removed paper towel dispenser to allow space for new garbage can.
- Repair sheetrock where sheet vinyl was removed from walls.
- Add new sheetrock to new framed area for new garbage can and to hole where paper towel dispenser was removed.
- Tape and texture new sheetrock to match existing in bathroom.
- Paint all walls in bathroom using one color.
- Provide and install new 50" vanity cabinet.
- Provide and install new quartz countertop with back and side splashes.
- Provide and install a new under mount sink.
- Provide and install new FRP paneling at toilet and urinal area only.
- Provide and install new faucet and basin drain at new sink.
- Provide and install new ¼ turn valves at sink and toilet.
- Tie in a new faucet and drain to existing plumbing.
- Reinstall one toilet and one urinal.

## **CONFERENCE ROOM REMODEL**

***\*Customer to have electric contracted to hook up all electrical associated with new range and microwave\****

- Demo and dispose of kitchenette cabinets, laminate countertop, one sink, television corner shelf, and trim where bi-fold closet door was removed in conference room.
- Demo and dispose of all sheet vinyl flooring and cove base.
- Repair walls where cove base was removed and texture to match.
- Paint all walls using one color.
- Paint four window casings interior only, two freestanding bookshelves, casing around refrigerator opening and two doors using one color.
- Run new icemaker line to refrigerator.
- Provide and install new upper and lower cabinets (no dishwasher).
- Provide and install new 24" range and 24" convertible microwave hood vent.
- Provide and install new Quartz countertop with back splash.
- Provide and install new under mount sink and fixture at kitchenette.
- Provide and install new ¼ turn valves at sink.
- Tie in a new supply line and drain to existing plumbing.

## **DOWNSTAIRS REMODEL**

- Demo and dispose of vanity cabinet, laminate countertop, one sink, and one toilet at downstairs bathroom.
- Demo and dispose of upper cabinet above washer and dryer downstairs.
- Disconnect drain at utility sink to allow flooring to be installed.
- Open the wall above washer and dryer to allow access to add in wall brackets.
- Add new wall brackets for new floating shelves.
- Add new sheetrock around new in wall brackets.
- Patch all holes in walls throughout downstairs.
- Tape and texture to match existing walls.
- Provide and install new floating shelves.
- Provide and install new vanity cabinet.
- Provide and install new Quartz countertop, one new under mount sink, one new faucet, and one new chair height elongated bowl with soft close seat.
- Provide and install new ¼ turn valves at sink and toilet.
- Tie in new supply lines and drains to existing plumbing.
- Paint all walls and ceiling on the lower floor in one color.
- Paint one window interior trim only, and two interior doors with jambs using one color.
- Prep floors for new LVP throughout.
- Provide and install new LVP throughout.
- Provide and install new cove base throughout.
- Reconnect drain to utility sink.

## **STAIRWELL REMODEL**

- Demo and dispose of carpeted area at middle landing of stairwell.
- Prep location for new rubber flooring where carpet was removed.
  - *Due to the age of the existing rubber flooring used at stairwell we will match as close as possible but will not be able to match 100%.*
- Paint walls and ceiling at stairwell using one color.
- Paint two handrails, one cap on banister, one exterior door (interior only), and trim around window/door (interior only) using one color.

Total Bid \$ 95,000.00

**ALTERNATIVES:**

**None.**

**ADDENDA ACKNOWLEDGMENT:**

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
<u>1</u>	<u>5/31/2024</u>	_____	_____
_____	_____	_____	_____

**TIME FOR COMPLETION:**

- A. Undersigned acknowledges and agrees to abide by all provisions of the "Time for Completion" specified in Instructions to Bidders. Undersigned agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project as indicated therein.

**CHANGES IN WORK:**

- A. The undersigned agrees that when changes in Work are ordered which involve extra cost over and above Contract Price, and when such work, due to an emergency, is ordered to proceed on basis of cost-plus-fee, such shall be as required by the General Conditions and Supplementary Conditions.

**PROFIT AND OVERHEAD FORMULA**

- A. For changes in the work, the following profit and overhead formula shall be used:

Net Increase	Profit	<u>20%</u>
	Overhead	<u>20%</u>
Net Decrease	Profit	<u>20%</u>
	Overhead	<u>20%</u>

**Bidder Name:** CMH Remodeling, LLC

**REPRESENTATIONS AND CERTIFICATIONS**

Bidder shall submit **Exhibit C** Bidder's Responsibility Information Form as per Section IV.E along with the Bid Form and any other required Bid submittals.

BIDDER'S EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER (EIN) < 20-0641706 > OR  
 SOCIAL SECURITY IDENTIFICATION NUMBER < >

State of Oregon Certified Minority-owned, Women-owned or Emerging Small Business  YES  NO  
 IF YES, PROVIDE CERTIFICATION NUMBER <9296>



The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bidder does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, or national origin. Nor has Bidder or will Bidder discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is:

- A minority-owned, women-owned, or 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 awarded, the Bidder (Contractor) agrees to be bound by and will comply with the provisions of 279C.838, 279.840 or 40 U.S.C. 3141 to 3148.

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bid was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.

The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.

The undersigned hereby certifies that Bidder has the authority and/or responsibility to submit a Bid and to represent the Bidder in all phases of this Bid process.

Bidder's (Company) Name: < CMH Remodeling, LLC

Date: < 5/25/2024

CCB#: < 167697

Signature Chris Hernandez

Name < Chris Hernandez

Title < Owner

Street Address < 3411 Delaney Rd SE

City < Salem > State < OR > Zip < 97317 >

Phone < 503-362-3792

E-Mail < > Chris@cmhremodeling.com

**FAILURE TO COMPLETE, SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION. ELECTRONIC SIGNATURES ARE ACCEPTED.**



# BID RECEIPT FORM

306 S. Water Street | Silverton, Oregon 97381

**Project Name: WWTP Control Building Remodel**

**PROJECT NO.**  
24-1099

**BID OPENING DATE** 6/27/2024 2:00PM

NUMBER	BIDDER	DATE/TIME RECEIVED
1	CMT Remodeling	6/26/24 4:52pm
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

**BID OPENED BY** \_\_\_\_\_

**PROJECT MANAGER** \_\_\_\_\_

THIS IS NOT A NOTICE OF AWARD OR A NOTICE TO PROCEED



**BID OPENING FORM**

306 S. Water Street | Silverton, Oregon 97381

**PROJECT NAME: WWTP Control Building Remodel**

**PROJECT NO.**  
24-1099


**BID OPENING DATE** Thursday June 27 2024 2:00PM

NUMBER	BIDDER	DATE/TIME RECEIVED	BID TOTAL
1	CWH Remodeling	6/26/24 4:52pm	\$95,000
2			
3			
4			
5			
6			
7			
8			
9			
10			

**BID OPENED BY** Brad Tessa

**PROJECT MANAGER**

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	6.2	Adopt Resolution 24-19 - Authorizing the City Manager to Enter into an Amendment to an Existing Engineering-Related Personal Service Contract and Establishing a Not-To-Exceed Amount in Connection with the Amended Contract.
	<b>Agenda Type:</b>	
	Action	
	<b>Meeting Date:</b>	
July 15,2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Travis Sperle	Cory Misley	Cory Misley

Recommendation:

Adopt Resolution 24-19 - Authorizing the City Manager to Enter into an Amendment to an Existing Engineering-Related Personal Service Contract and Establishing a Not-To-Exceed Amount in Connection with the Amended Contract.

Background:

The city went out for Engineering services in February 2024 through the RFP process which resulted in selecting Westech Engineering out of Salem Oregon. Westech will be assisting with Plan reviews for development projects, city capital projects and design work for city infrastructure projects. They will also assist in master plan reviews/updates and updating the city’s public works design standards. Westech will be the Engineer of record for regulatory agencies such as DEQ and Oregon Health Authority.

Budget Impact	Fiscal Year	Funding Source
\$750,000	2024-2025	Street / Water / Sewer / Stormwater

Attachments:

- 1) Res 24-19 Westech Contract Amendment
- 2) Westech Contract Amendment 1
- 3) Westech City Engineering Contract 2024 \*For Background Only\*

**CITY OF SILVERTON**  
**Resolution No. 24-19**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN  
AMENDMENT TO AN EXISTING ENGINEERING-RELATED PERSONAL SERVICE  
CONTRACT AND ESTABLISHING A NOT-TO-EXCEED AMOUNT IN CONNECTION  
WITH THE AMENDED CONTRACT**

**WHEREAS**, the City of Silverton (“City”) is currently a party to an existing engineering-related personal services contract with Westech Engineering, Inc., for provision of engineering services relating to Project No. PN24-1088, with a not-to-exceed (“NTE”) value of \$50,000 (the “Agreement”); and

**WHEREAS**, the City would like to amend the Agreement to (1) include the provision of both discrete tasks and on-call services, (2) extend the term, (3) provide for an annual budgetary approval process in connection with such services, and (4) incorporate required terms and conditions in connection with the City’s federal funding source; and

**WHEREAS**, the City desires to establish a NTE value of **seven hundred and fifty thousand dollars (\$750,000)** for the provision of engineering services pursuant to this Agreement within the upcoming 2024-2025 fiscal year.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SILVERTON, AS  
FOLLOWS:**

**Section 1. Amendment Approval.** The City Council hereby authorizes the City Manager to enter into an amendment to (1) include the provision of both discrete tasks and on-call services, (2) extend the term, (3) provide for an annual budgetary approval process in connection with such services, and (4) incorporate required terms and conditions in connection with the City’s federal funding source. Further the City Council hereby establishes a NTE value of **seven hundred and fifty thousand dollars (\$750,000)** for the provision of engineering services pursuant to this Agreement within the upcoming 2024-2025 fiscal year.

**Section 2. Effective Date.** This resolution is, and shall be effective from and after, the date that it is adopted.

Resolution adopted by the City Council of the City of Silverton this 15th day of July, 2024.

---

Mayor, City of Silverton  
Jason Freiling

ATTEST:

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City Manager/Recorder, City of Silverton  
Cory Misley

**CITY OF SILVERTON ENGINEERING RELATED PERSONAL SERVICES AGREEMENT  
AMENDMENT ONE**

THIS AMENDMENT ONE (“Amendment”) is made and entered into as of the date first indicated on the signature page, by and between the City of Silverton, Oregon (hereinafter referred to as the “City”) and Westech Engineering, Inc. (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the parties duly executed that certain Engineering Related Personal Services Agreement as of March 13, 2024 (as may be amended and restated, collectively, the “Agreement”), whereby Consultant agreed to provide for City certain owner’s engineering services, as further set forth in that Agreement; and

WHEREAS, capitalized terms used but not defined herein have the meaning set forth in the Agreement; and

WHEREAS, the term of the Agreement was for a limited term; and

WHEREAS, the parties wish to amend the Agreement in order to extend the term, permit discrete task orders in addition to the engineer of record scope of services, and provide for annual budgetary review and approval in connection with the services provided under this Agreement.

NOW, THEREFORE, for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Amendment. The Agreement is hereby amended as follows:
  - a. Section 1.A is hereby deleted in its entirety and replaced with the following

“A. The Consultant shall successfully perform the following services concerning the Purpose (collectively, the “Services”) as directed by the City Authorized Representative: (a) those services as described in Exhibit A (*copy of Consultant’s 2/8/2024 proposal for “City Engineer of Record, Project No PN24-1088” and copy of current Westech hourly billing rates*), (b) all services set forth in Task Orders issued by the City to Consultant from time to time, pursuant to the form set forth in Exhibit B, and (c) all other necessary or appropriate services customarily provided by Consultant in connection with its performance of those services described in Exhibit A or an individual Task Order. All provisions and covenants contained in Exhibit A and said Task Orders are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein. Any conflict between this Agreement, Exhibit A, and Task Orders (if any) shall be resolved first in favor of this Agreement. The City is under no obligation to issue any Task Orders but may do so at its sole discretion.”
  - b. Section 2 is deleted in its entirety and replaced with the following:

“2. Term and Authorization to Proceed.

- A. The term of this Agreement shall begin on the Effective Date and shall continue until terminated by the City or Consultant under the provisions of this Agreement.
  - B. All Services under this Agreement shall be completed prior to expiration of this Agreement.
  - C. Execution of this Agreement by City will be authorization for Consultant to proceed with the Services set forth in Exhibit A, as directed by the City. Execution of individual Task Orders by City and Consultant will by authorization for Consultant to proceed with the Services set forth in any individual Task Order, as directed by the City.”
- c. Section 4.A is deleted in its entirety and replaced with the following:

“A. Compensation. Commencing on July 1, 2025 and continuing annually thereafter, Consultant shall present to City a cost estimate for the provision of its Services for the upcoming fiscal year. If City accepts this cost estimate, in its reasonable discretion, it shall present the cost estimate to the Silverton City Council for review and approval at its next general public meeting. The provision of Services pursuant to this Agreement is expressly conditioned on Silverton City Council’s annual cost estimate approval. Upon Silverton City Council approval, the approval shall become a part of this Agreement as if fully set forth herein, and the cost estimate shall become the not-to-exceed amount for the Services performed in that respective fiscal year. For clarity’s sake, that certain Resolution No. 24-19 is hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein. Further details regarding compensation for the Services, including but not limited to hourly rates, payment schedules, and reimbursable expenses shall be described in Exhibit A or an individual Task Order, as applicable.”

2. Interpretation; Remaining Terms. From and after the effective date, “Agreement” means the original Agreement as amended. Except as expressly modified by the terms and conditions of this Amendment, the parties ratify and confirm each of the terms and conditions of the Agreement which, the parties acknowledge and agree, remains in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

Westech Engineering, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Silverton

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## CITY ENGINEERING -RELATED PERSONAL SERVICES CONTRACT

**THIS CITY ENGINEERING -RELATED PERSONAL SERVICES CONTRACT** (the "Agreement"), made and entered into this 13<sup>th</sup> day of March, 2024 (the "Effective Date"), by and between the City of Silverton, an Oregon municipal corporation, hereinafter referred to as "City" and Westech Engineering, Inc., an Oregon corporation, hereinafter referred to as "Consultant". Each party may be individually referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

**WHEREAS**, the City desires to retain Consultant to perform certain services in connection with general engineer of record services for the City (the "Purpose"); and

**WHEREAS**, City produced a formal request for proposals and duly selected Consultant as the most qualified and preferred proposer; and

**WHEREAS**, Consultant is willing to perform the services in connection with the Purpose under the following terms and conditions.

**NOW, THEREFORE**, intending to be legally bound and in consideration of the promises and covenants hereinafter contained, the sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

### AGREEMENT

1. Consultant's Scope of Services.
  - A. The Consultant shall successfully perform the following services concerning the Purpose (collectively, the "Services") as directed by the City Authorized Representative: (a) those services as described in **Exhibit A** (*copy of Consultant's 2/8/2024 proposal for "City Engineer of Record, Project No PN24-1088" and copy of current Westech hourly billing rates*), and (b) all other necessary or appropriate services customarily provided by Consultant in connection with its performance of those services described in **Exhibit A**. All provisions and covenants contained in **Exhibit A** are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and **Exhibit A** (if any) shall be resolved first in favor of this Agreement.
  - B. Consultant shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon at the time said services are rendered (see also Section 7.C).
  - C. The Consultant shall be responsible for providing, at the Consultant's cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. All Consultant personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Consultant shall have all requisite permits, licenses and other authorizations necessary to provide the Services.

- D. Consultant acknowledges and agrees that the City may cause or direct other persons or contractors to provide services for and on behalf of the City that are the same or similar to the Services provided by Consultant under this Agreement.
- E. No information, news, or press releases related to the Purpose shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of the City.

2. Term and Authorization to Proceed.

- A. The term of this Agreement shall begin on the Effective Date and shall terminate on **December 31, 2024** unless sooner terminated or extended under the provisions of this Agreement.
- B. All Services under this Agreement shall be completed prior to the expiration of this Agreement.
- C. Execution of this Agreement by City will be authorization for Consultant to proceed with Services under the provisions of this Agreement, as directed by City.

3. Amendments to Agreement or Changes in the Services.

- A. This Agreement may not be amended nor the term of the Agreement extended except in writing and executed by both the Consultant and the City and approved by the City Council. Extension(s) of this Agreement (beyond the original Agreement term noted above) will consider an adjustment of Consultant's hourly billing rates attached within Exhibit A to this Agreement (future adjustments will not be considered more than once per annum).
- B. Only the City Authorized Representative may authorize extra Services and/or changes to the Services. Failure of Consultant to secure authorization for extra or changes to the Services shall constitute a waiver of all right to adjustment in the Compensation or project schedule due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

4. Payment.

- A. Compensation. As compensation for Services provided by Consultant pursuant to this Agreement, the City shall pay Consultant a total amount not to exceed **Fifty Thousand Dollars (\$50,000)** (the "Compensation"). Further details regarding Compensation, including but not limited to hourly rates, payment schedules, and reimbursable expenses shall be described in Exhibit A.
  - a. Consultant shall submit monthly invoices computed on the basis of the percentage of Services completed or hours worked, on or about the end of the first full business

- week of each month, for all Services performed during the previous month. Invoices shall include a detailed description of Services performed and include evidence of any reimbursable expenses in a form acceptable to the City. Consultant will provide with its invoices a detailed description of hours billed to assist City in correctly allocating costs to separate projects, or may modify the billing statement into a format that is agreeable to both parties.
- b. City shall make payments in a timely manner, within thirty (30) days of receipt of an accepted invoice. Invoices received from the Consultant pursuant to this Agreement will be reviewed and approved by the City prior to payment.
  - c. If City fails to make any payment due Consultant for services and expenses within thirty (30) days of the date on Consultant's invoice, late fees will be added to amounts due Consultant at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Consultant may, after giving seven (7) days written notice to City, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.
- B. Conditions of Compensation. No portion of the Compensation will be paid by the City for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Compensation shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of the City and Consultant. Failure of Consultant to secure authorization for extra work prior to commencing such work shall constitute a waiver of all right to adjustment in the Compensation or any stated project schedule due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- C. Certified Cost Records. The Consultant shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For such purposes, the books of account of the Consultant (pertaining to Services provided by Consultant under this Agreement) shall be subject to audit by the City for the term of this Agreement and continuing for at least three (3) years thereafter. The Consultant shall complete the Service and cost records for all billings on such forms and in such manner as will be satisfactory to the City.
- D. Contract Identification. The Consultant shall furnish to the City its employer identification number, as designated by the Internal Revenue Service, or Social Security Number, as the City deems applicable.

5. Agreement Performance.

- A. City and Consultant agree that time is of the essence for this Agreement.
- B. City and Consultant shall at all times carry on the services and obligations under this Agreement diligently, without delay and punctually fulfill all requirements herein in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement
- C. Consultant shall not be liable for unforeseeable delays that are beyond Consultant's reasonable control, including but not limited to conditions described in Section 23 of this Agreement.

6. Consultant is Independent Contractor. The Consultant is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with the City other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the City and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the City. The Consultant is not and shall not act as an agent of the City. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The City's only interest is in the results to be achieved pursuant to this Agreement.

7. Errors in the Services.

- A. Consultant shall provide prompt written notice to City if Consultant becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Consultant's design or performance under the Agreement, or if Consultant becomes aware of any development that affected the scope or timing of Consultant's Services.
- B. Consultant shall perform such additional work as may be necessary to correct errors in the Services required under this Agreement without undue delays and without additional cost.
- C. The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed.
- D. Reliance on Information Provided by Others. If Consultant's performance of Services hereunder requires Consultant to rely on information provided by other parties (excepting

other City consultants), Consultant shall not be liable to independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by City.

8. Representations. The Consultant represents and warrants to City that:
- A. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the Services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them. All Work Product of Consultant required to be stamped shall be stamped by the appropriately licensed professional.
  - B. To the extent deemed necessary by both Parties, in accordance with reasonable and prudent industry practices, the Consultant will inspect the sites and all of the surrounding locations whereupon the Consultant may be called to perform Services under this Agreement, and will become familiar with requirements of the Services in order to accept them for such performance.
  - C. The Consultant has knowledge of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
  - D. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
  - E. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

9. Insurance The Consultant agrees to procure and maintain at its expense until final payment by the City for Services, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Oregon, covering all Services under this Agreement, whether performed by it or its agents, employees, or subconsultants. Before commencing the Services, the Consultant shall furnish to the City a certificate or certificates in a form satisfactory to the City, showing that it has complied with this Section 9. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) days prior written notice shall have been given to the City. If the coverage under this Section 9 expires during the term of this Agreement,

the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies. Kinds and amounts of insurance required are as follows:

- A. **Workers' Compensation Insurance.** Workers' compensation in compliance with ORS 656.017 from the State Accident Insurance Fund or from a responsible private carrier. Private insurance shall provide the schedule of employee benefits required by law.
- B. **Automobile Liability Insurance.** Automobile liability insurance in an amount not less than \$1,000,000 per claim and aggregate. Automobile liability insurance in an amount not less than \$500,000 for injuries to any one person and \$1,000,000 on account of any one accident and in an amount of not less than \$100,000 for property damage to protect the Consultant and its agents, employees, and subconsultants from claims which may arise from Services rendered under this Agreement, whether such services are rendered by the Consultant or by any to its agents, employees, or subconsultants.
- C. **Commercial General Liability.** Commercial General Liability insurance (on an occurrence basis) with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. This liability insurance coverage shall provide contractual liability.
- D. All insurance above shall include the City and each of its employees, officers, agents, elected and appointed officials as Additional Insured with respect to Agreement and shall waive subrogation with respect to the same.
- E. **Professional E&O Insurance.** Professional Errors and Omissions insurance covering Consultant's liability arising out of negligent acts, errors or omissions in its performance of work or Services under this Agreement. Such policy will have a combined single limit of not less than \$2,000,000 per claim, incident or occurrence. Such policy will be on a claims made basis and will have an extended claims reporting period of five (5) years after final completion.
- F. The limits required in this Section 9 may be met with a combination of underlying and umbrella coverage.
- G. All coverages under Section 9 shall be primary over any insurance City may carry on its own. City shall procure and maintain general liability insurance during the full term of this Agreement which provides insurance coverage up to the limits of the Oregon Tort Claims Act, in connection with any actions suit, or claim from any third party caused by City's negligent acts, omissions, activities or services by City or its officers, employees or agents.
- H. City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or Services under this Agreement that is not otherwise caused by Consultant's, or Consultant's employees or subconsultants, acts or omissions.

10. Indemnification. The provisions of this Section 10 shall survive termination or expiration of this Agreement.

- A. Liability of Consultant for Claims Other Than Professional E&O Liability: For claims other than professional liability, the Consultant agrees to defend, indemnify and hold harmless the City and its officers, agents, elected and appointed officials, and employees from and against all suits, actions, claims, demands, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities of any character arising out or relating to the negligent acts or omissions of Consultant, or negligent acts or omissions of any of Consultant's subconsultants, agents, suppliers, or employees in connection with this Agreement. Nothing herewith shall be construed to require Consultant's indemnification of City attributable to City's own negligence or for unforeseeable acts outside the reasonable control of Consultant, including but not limited to conditions described in Section 23.
- B. Liability of Consultant for Claims for Professional Liability: For claims for professional liability, Consultant shall defend, indemnify, and hold harmless City, its officers, agents, elected and appointed officials, and employees, from all claims, suits, or actions to the extent arising out of the professionally negligent acts, errors or omissions of Consultant, its subconsultants, agents or employees in the performance of professional services in connection with this Agreement or the work to be performed hereunder.
- C. Liability of City: Subject to the limitations provided by the Oregon Tort Claims Act, City shall hold Consultant, its officers, agents and employees harmless from and indemnify them for any and all liability, settlements, loss, costs and expenses in connection with any actions suit, or claim caused by City's negligent acts, omissions, activities or services by City, its agents or employees, pursuant to Section 9.H of this Agreement.
- D. Liability Shared by Consultant and City: If negligence, errors or omissions of both Consultant and City (or person identified above for whom each is liable) is a cause of such claims, suits, or actions, the loss, cost, or expense shall be shared between Consultant and City in proportion to their relative degrees of negligence, errors, or omissions and the right of indemnity shall apply for such proportion.

11. Confidentiality. During the term of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the City, any and all information given to the Consultant by the City or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the City so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the City and will require any employee or subconsultant performing work under this Agreement or receiving any information deemed confidential by the City to execute such a confidentiality agreement.



12. Subconsultants.

- A. The Consultant is solely and fully responsible to the City for the performance of the Services under this Agreement. Use of any subconsultants by the Consultant shall be pre-approved by the City. The Consultant agrees that each and every agreement of the Consultant with any subconsultants to perform Services under this Agreement shall be terminable without penalty to the City. Subconsultants who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be subconsultants of the Consultant and not consultants of the City. The Consultant shall pay or cause each subconsultants to pay all wages, salaries and other amounts due to the Consultant's subconsultants in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such subconsultants. All subconsultants shall have the skill and experience and any license or permits required to perform the Services assigned to them.
- B. If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subconsultant by any person in connection with this Agreement as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Consultant pursuant to this Agreement. The City's payment of a claim under this Section 12.B shall not relieve Consultant or Consultant's surety, if any, from responsibility for those claims.

13. Termination.

- A. This Agreement may be terminated by mutual consent of the Parties upon written notice.
- B. Termination for Convenience. In addition to any other rights provided herein, the City shall have the right to terminate all or part of this Agreement at any time and for its own convenience, after giving seven (7) days prior written notice to Consultant of intent to terminate.
  - a. Upon termination under this Section 13.B, Consultant shall be entitled to payment in accordance with the terms of this Agreement for Services completed and accepted before termination less previous amounts paid and any claim(s) City has against Consultant. City will agree to pay Consultant's reasonable costs actually incurred in the orderly closing out of specific work tasks or projects underway under this Agreement. Pursuant to this Section 13, Consultant shall submit an itemized invoice for all unreimbursed Agreement work completed before termination and all Agreement closeout costs actually incurred by Consultant. City shall not be liable for any costs invoiced and submitted later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.
  - b. Consultant may terminate this Agreement for its own convenience upon 90 days prior written notice to City.

- C. Termination for Cause. Consultant shall remedy any breach of this Agreement within the shortest reasonable time, but in no event longer than ten (10) days after Consultant first has actual notice of the breach or City notifies Consultant of the breach, whichever is earlier.
- a. Either Party may, after thirty (30) days prior written notice to the other Party, cancel all or any part of this Agreement if the non-terminating Party breaches any of the terms hereof or in the event of any of the following: Insolvency of the non-terminating Party; voluntary or involuntary petition in bankruptcy by or against the non-terminating Party; appointment of a receiver or trustee for the non-terminating Party; an assignment for benefit of creditors of the non-terminating Party; or a request by City for Consultant to perform Services or other actions in violation of applicable laws, ordinances, or generally accepted engineering practices and standards in effect when the Services are rendered. Damages for breach shall be those allowed by Oregon law and other costs of litigation at trial and upon appeal to the prevailing Party.
  - b. In the event of Consultant breach, the City may also terminate that part of the Agreement affected thereby upon written notice to Consultant, may obtain substitute services in a reasonable manner, and recover from Consultant the amount by which the price for those substitute services exceeds the price for the same services under this Agreement. To recover amounts due under this Section 13.C, the City may withhold from any amounts owed by City to Consultant, including but not limited to, amounts owed under this or any other Agreement between Consultant and City.
- D. Services Suspension Order. Pending a decision to terminate all or part of this Agreement, the City unilaterally may order Consultant to suspend all or part of the Services under this Agreement. If the City suspends or terminates all or part of the Agreement pursuant to this Section 13, Consultant shall be entitled to compensation only for Services rendered up to the date of termination or suspension, but not for any Services rendered after the City ordered termination or suspension of those Services. If the City suspends certain Services under this Agreement and later orders Consultant to resume those Services, Consultant shall be entitled to reasonable damages and costs actually incurred, if any, as a result of the suspension.
- E. Obligations Following Termination.
- a. After receipt of a notice of termination, and unless otherwise directed by the City, the Consultant shall immediately proceed as follows: (1) stop work on the Services as specified in the notice of termination; (2) terminate all agreements with sub-consultants to the extent they relate to the Services terminated; (3) submit to the City detailed information relating to each and every subconsultant of the Consultant under this Agreement; (4) complete performance in accordance with this Agreement of all of the Services not terminated; and (5) take any action that may be necessary, or that the City may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the City has or

may acquire an interest.

- b. Termination Settlement. After termination, the Consultant shall submit a final termination settlement proposal to the City in a form and with a certification prescribed by the City. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the City upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed, the City's payment obligations under this Agreement shall be deemed satisfied and no further payment by the City to the Consultant shall be made.
- c. Payment Upon Termination. As a result of termination without cause, the City shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
- d. City's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this Section 13, there shall be deducted any valid claim which the City has against the Consultant under this Agreement.
- e. Partial Termination. If the termination is partial, the City shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.

14. Record Keeping. The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Consultants time and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the City, at the City's office, at all reasonable times, without any charge, other than the cost for retrieval and reproduction. Photographs, microphotographs, or other authentic reproductions (including but not limited to pdf copies) may be maintained instead of original records and documents.

15. Ownership of Work and Documents, Unauthorized Use of Documents, Intellectual Property.

- A. The provisions of this Section 15 shall survive termination or expiration of this Agreement.
- B. All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the City to the Consultant herein, remain the property of the City under all circumstances, whether or not the Services are complete (excluding intellectual property or work exempted below), except that the original copies of engineering drawings and engineering documents which are stamped by the Consultant shall remain the property of

Consultant, subject to Section 15.C.c below. It is agreed by the parties that non-excluded documents produced under this Agreement are works made for hire of which City is the author within the meaning of the United States Copyright Act. When requested by the City, all work products shall be delivered to the City in PDF or full-size, hard copy form. Work products shall be provided to the City at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years after City makes final payment on this Agreement and all other pending matters are closed, shall make them available for the City's use, and shall provide such copies to the City upon request at commercial printing or reproduction rates. Any modification or re-use, in whole or in part, of the work products for purposes not contemplated in this Agreement, shall be at City's sole risk and without liability to the Consultant.

- a. In the event changes (by City or persons/entities retained by City) are made to plans, specifications and/or other stamped & signed engineering documents which affects or changes Consultant's work in a manner not otherwise contemplated by this Agreement, any and all liability arising out of such changes is waived against the Consultant, and City assumes responsibility for such changes, unless City has given Consultant prior notice and received Consultant's written consent for such changes.
- b. City understands that reuse (without the written permission of Consultant or as otherwise contemplated in this Agreement) of any stamped & signed engineering drawings, specifications or other work product of Consultant by City (for work or projects other than that for which the said drawings, specifications, etc. were prepared) shall be at City's risk.

C. Intellectual Property.

- a. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement shall vest in City, except for intellectual property exempted by Section 15.C.b below. Upon request, Consultant shall execute any assignment or other documents necessary to give effect to this paragraph. Consultant will retain a nonexclusive right to use intellectual property vested in City as part of this Agreement.
- b. Consultant shall retain all intellectual property rights (including but not limited to copyrights and/or patents of any type) for and ownership of work completed by Consultant prior to execution of this Agreement, independently developed by Consultant, or completed for other clients or outside of the scope of this Agreement. This includes but is not limited to design elements developed on previous projects, as well as standard contract documents, standard specifications, design standards manuals, standard details or other standard documents, details or drawings developed prior to execution of or outside the scope of this Agreement.
- c. For original copies of engineering drawings and engineering documents which are stamped by the Consultant, and to the extent that any other work product created by

Consultant under this Agreement includes intellectual property rights as provided in Section 15.C.b, Consultant hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, distribute copies of, perform and display such intellectual property which is employed or included in the drawings, engineering documents, or other work product, and to authorize others to do the same on City's behalf.

- D. Consultant's indemnification obligation, as provided in Section 10, includes damages, costs (including reasonable attorney fees), liabilities, claims, suits or actions arising out of or related to any claims by a third party that, due to a negligent act or omission on the part of Consultant, the Services, the work product, or any other tangible or intangible items delivered to City by Consultant may be the subject of protection under any state or federal intellectual property law or doctrine, or the City's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.
- E. Subject to the provisions of the Oregon Public Records Law (the "Law"), all documents, including, but not limited to, electronic documents prepared under this Agreement, are for use only with the Project for which they were prepared, and may not be used for any other construction related purpose, or dissemination to any contractor or construction related entity without written approval of the Consultant.

16. Drawings, Specifications and Other Documents; Opinions of Cost.

- A. Consultant hereby agrees that it will, in a manner consistent with its standard of care defined above in Section 7.C, prepare all drawings, specifications, and other documents pursuant to this Agreement so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility in accordance with all local, state, and federal rules and regulations.
- B. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for work under this Agreement, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule.

17. Consultant Trade Secrets and Public Records Requests.

- A. Public Records. The Consultant acknowledges and agrees that all documents in the City's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the City shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised

to contact legal counsel concerning such acts in application of the Law to the Consultant.

- B. Confidential or Proprietary Materials. If the Consultant deems any document(s) which the Consultant submits to the City to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the City together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the City in the City's discretion. The City will make a good faith effort to accommodate a reasonable confidentiality request if in the City's opinion the City determines the request complies with the Law.
- C. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by Consultant to the City, the City's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court.

18. Designation of Authorized Representatives and Key Personnel.

- A. As Authorized Representatives, the City hereby designates Travis Sperle and the Consultant hereby designates W. Josh Wells and Denny Muchmore, as the persons who are authorized to represent the Parties with regard to administration of this Agreement and to issue the various consents as required under this Agreement, subject to limitations which may be agreed to by the Parties (collectively, the "Authorized Representatives").
- B. In consultation with the City, the Consultant shall identify the Key Personnel acceptable to the City who will provide the Services under this Agreement (see Exhibit A for list of Consultant licensed professional engineers anticipated to be utilized on particular tasks under this Agreement, as assigned by Consultant Authorized Representatives). Once designated by the Consultant for a particular task under this Agreement and approved by the City, these individuals may not be changed, while still in the employ of the Consultant and not on legally required leave, without the City's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Consultant acknowledges that the City considers the individuals named as Key Personnel critical to the Consultant providing its Services under this Agreement. The City will not pay the cost of any individual providing the Services contemplated by the Key Personnel on behalf of Consultant unless such individuals have been approved by the City in writing (this limitation does not apply to individual Consultant staff members who are not identified as Key Personnel and who perform work under the direct responsible charge of such identified Key Personnel).
- C. Consultant will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered.

- 19. City Obligations (in addition to other obligations enumerated in this Agreement or required by state or federal law).

- A. City shall, in a timely manner, provide all information regarding City requirements for, and limitations on, projects and work tasks to Consultant, including reviewing any studies, reports, sketches, drawings, specifications, proposals, and other documents prepared by Consultant which require review and/or approval by City (and obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, or other consultants to the extent that the City deems appropriate), and providing decisions in writing to Consultant in a timely manner.
- B. City shall establish and update, if necessary, overall project budgets, including budgets for engineering and construction costs.
- C. City shall solicit the services of consultants when such services are requested by Consultant, reasonably required by the scope of a project, and agreed to by City.
- D. City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Consultant has performed requisite project management and oversight duties.
- E. City shall provide prompt written notice to Consultant if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Consultant's design or performance under the Agreement, or if City becomes aware of any development that affected the scope or timing of Consultant's Services.
- F. City shall guarantee access to, and make all provisions for Consultant to enter upon public and private property over which City exercises control, has easements on or on which the City has requested Services to be performed, as necessary for performance of the Services.

20. Public Contracting Requirements.

- A. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 10 hours in any one day or 40 hours in any one week, and otherwise in accordance with in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938.
- B. Payment for Labor or Material. Consultant shall make payment promptly, as due, to all persons supplying labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220).
- C. Contributions to the Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Agreement, and shall ensure that all subconsultants pay those amounts due from the subconsultants. (ORS 279B.220).

- D. Liens and Claims. Consultant shall 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. (ORS 279B.220).
- E. Income Tax Withholding. Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220).
- F. Medical Care for Employees. Consultant shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Consultant's employee(s), all sums which Consultant agrees to pay for such services and all monies and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230).
- G. Non-Discrimination. 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, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- H. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- I. Federal Environmental Laws. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- J. Tax Law Compliance. Consultant (to the best of Consultant knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:
- 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - 2) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;
  - 3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and
  - 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.



21. Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the Parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer, at the addresses provided in the signature blocks to this Agreement. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section 21.

22. Assignment. This Agreement shall not be assignable except at the written consent of the Parties hereto (other than work performed directly for Consultant by the subconsultants identified in Exhibit A), and if so assigned, shall extend to and be binding upon the successors and assigns of the Parties hereto.

23. Force Majeure. Consultant shall not be deemed in default hereof nor liable for delay arising from its failure to perform its duties or obligations hereunder if such is due to unforeseeable causes beyond its reasonable control, provided that Consultant promptly identifies such causes to the City and resumes its duties or obligations as soon as reasonably practical. These causes include, but are not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, civil commotion or war. If any such Force Majeure event results in delays and/or additional work beyond Consultant's reasonable control, Consultant's schedule shall be equitably adjusted as applicable, and Consultant's compensation may be equitably adjusted, if both parties agree.

24. Nonwaiver. The failure of the City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to rely upon such terms or rights on any future occasion.

25. Applicable Law. This Agreement will be governed by the laws of the State of Oregon without regard to conflict of law principles. Any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Silverton, Oregon.

26. Mediation; Trial Without Jury. If either Party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The Parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either Party fails to proceed in good faith with the mediation, or the Parties otherwise fail to resolve the claim via the mediation process, the claiming Party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury.

27. Severability. If 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.

28. Complete Agreement; Counterparts; Electronic Signatures. This Agreement and any referenced attachments and exhibits constitute the complete agreement between the City and Consultant and supersedes all prior written or oral discussions or agreements. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any Party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other Parties, upon request, an original signed Agreement.

29. Authority. The representatives signing on behalf of the Parties certify that they are duly authorized by the party for which they sign to make this Agreement.

*[Remainder of this page is intentionally left blank; signatures are on the following page., Exhibit A is attached]*

WESTECH ENGINEERING INC.

BY: W. JOSH WELLS


SIGNATURE: 

TITLE: PRESIDENT

Address: 3841 Fairview Industrial Dr SE  
Suite 100  
Salem, OR 97302  
Phone: 503-585-2474  
Email: jwells@westech-eng.com

CITY OF SILVERTON

BY: Cory Misley

SIGNATURE: 

TITLE: CITY MANAGER

Address: 306 S Water Str  
Silverton, OR 97381  
Phone: 503-873-5321  
Email: cmisley@silverton.or.us

APPROVED AS TO FORM

  
City Attorney

**Exhibit A**

**Schedule of Hourly Rates & Reimbursable Expenses**

**Consultant's 2/8/2024 Proposal for  
"City Engineer of Record  
Project No. PN24-1088  
City of Silverton"**

**WESTECH ENGINEERING, INC.**  
**HOURLY BILLING RATES**

Engineer X .....	\$169.00/hr.
Engineer IX .....	\$163.00/hr.
Engineer VIII .....	\$156.00/hr.
Engineer VII .....	\$146.00/hr.
Engineer VI .....	\$137.00/hr.
Engineer V .....	\$130.00/hr.
Engineer IV .....	\$125.00/hr.
Engineer III .....	\$120.00/hr.
Engineer II .....	\$115.00/hr.
Designer III .....	\$108.00/hr.
Designer II .....	\$99.00/hr.
Designer I .....	\$90.00/hr.
Inspector.....	\$100.00/hr.
Secretary .....	\$86.00/hr.

Reimbursable Expenses:

- Outside Services Cost Plus 10%
- Mileage \$0.60 per mile
- Blueprints \$2.50/sheet
- Mylars \$10.00/sheet
- Photocopies \$0.15/page

February 8, 2024

## Proposal for



City Engineer of Record  
Project No. PN24-1088  
City of Silverton



**WESTECH ENGINEERING, INC.**  
CONSULTING ENGINEERS & PLANNERS

February 8, 2024

Travis Sperle  
Public Works Director  
City of Silverton  
306 South Water Street  
Silverton, OR 97381

**RE: CITY OF SILVERTON ENGINEER RECORD – PROPOSAL**

Dear Mr. Sperle:

Westech Engineering is pleased to offer our services as the Engineer of Record to the City of Silverton. Since its founding 1968, Westech has specialized in the discipline of small City Engineering for cities similar to Silverton; some continuously for over 35 years. As such, we have extensive experience with a wide range of challenges faced by cities like Silverton. Therefore, you can be assured that our recommendations are based on real world experience and past success with similar issues.

Small city engineering is not something that we do on the side between major projects but rather a key element of our overall workload. In addition to work on specific design-related projects, we also provide support to our city clients in other areas such as development review, land use issues, design and construction standards preparation, and utility mapping services. For these types of services, we have developed systems that allow us to deliver these products in an efficient and affordable manner to small cities like Silverton.

Our office is just 18 miles from City Hall which allows us to serve the city quickly and efficiently, saving time and cost for our services.


The Remainder of this proposal is divided into the following sections. Resumes are included as part of the supporting information.

- Authorized Representatives
- Qualifications
- Expertise
- Workload Capacity
- Facility & Staff Availability
- Insurance Coverage
- References
- Subconsultants
- Nondiscrimination Policy
- Oregon Civil Engineer Registrations
- Use of Local Resources & Community Involvement

On behalf of the Westech team, we thank you for your consideration. Should you have any questions or require any additional information, please do not hesitate to call us at (503) 585-2474.

Sincerely,

Westech Engineering, Inc.

  
W. Josh Wells P.E.  
President

## AUTHORIZED REPRESENTATIVES

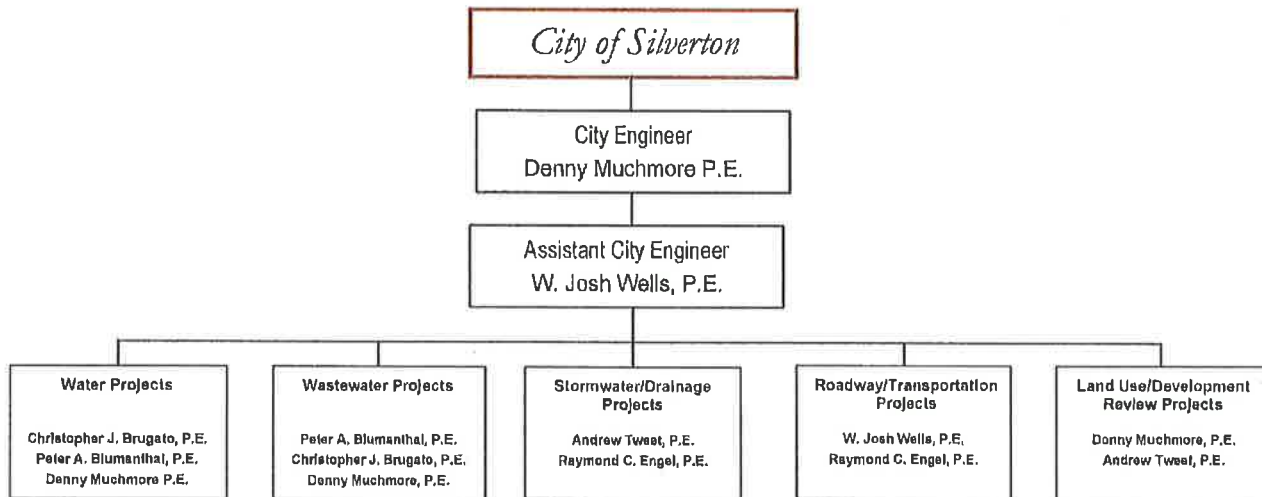
The following individuals are authorized to represent Westech Engineering in contract negotiations for this project:

- Christopher J. Brugato, P.E.
- Denny Muchmore, P.E.
- W. Josh Wells, P.E.

## QUALIFICATIONS

### PROJECT TEAM

To best serve the City of Silverton, Westech has assembled a team with specialized expertise in the delivery of a wide range of projects typically needed by cities like Silverton. Our team offers experience that spans several disciplines central to serving as the City Engineer including project management of large municipal projects, planning, water utility systems, wastewater utility systems, transportation systems, storm drainage, land use and development review, regulatory agency requirements, funding agency requirements, environmental issues, and public utility rates and fees. The general project team organizational chart is presented below followed by a brief summary of the individuals that will serve Silverton in the coming years. For resumes of the proposed Westech Team, please refer to Appendix A.



**Denny Muchmore, P.E.**  
CITY ENGINEER, PROJECT MANAGER

Denny Muchmore, P.E. will serve as the City Engineer and the main point-of-contact for the City. His background as City/District Engineer for a number of small cities and water/sewer service districts has given him experience in the planning, review, design, and construction of City and privately funded municipal engineering projects. His experience includes design and review of streets, storm drainage systems, sanitary sewer collection, pumping, treatment, and disposal, as well as potable water distribution, pumping, and storage facilities. He is also responsible for coordinating design and review activities with a variety of regulatory agencies, for preparing engineering reports outlining potential impacts of proposed development projects and presenting this information in public hearings.





**W. Josh Wells, P.E., President**  
ASSISTANT CITY ENGINEER, PROJECT MANAGER

Mr. Wells will serve as the Assistant City Engineer and second point of contact for Silverton. He will provide support for city projects related to drainage, municipal site development, and roadway design. As a specialist in civil sitework and drainage design, Mr. Wells' experience includes planning, design, project coordination, contract administration, and construction management. He works closely with developers and architects providing services for grading, drainage, sewer, and water improvements, as well as public facilities. He has proven expertise in planning regulations, development costs and land development economics. Mr. Wells has an excellent background in the design and construction management of private site development and can view projects from both the public and private perspectives

#### PROJECT ENGINEERS

In addition to Mr. Muchmore and Mr. Wells, Westech offers the resources of additional engineers with specialized talents and support staff to meet the City's needs. We anticipate that team members will be assigned to City projects on a project specific basis. This way we can match a specific project to the specific skills of our individual team members. In all cases, Mr. Muchmore and Mr. Wells will oversee the work of the team members and will serve as the City's primary contacts. All of the following team members are professional Civil Engineers licensed by the State of Oregon. Other consultants will be added to the Westech team as needed on a project-specific basis (subconsultants are summarized later in this proposal).



**Raymond C. Engel, P.E.**  
PROJECT ENGINEER

Mr. Engel has 27 years of experience and will serve the City on transportation and drainage projects. Mr. Engel has experience in planning, design, project coordination, construction administration, and master plan preparation for a wide variety of site improvement, street, and utility projects for the public and private sector, as well as the design of wastewater and water pump stations. His projects include both undeveloped sites as well as redevelopment and rehabilitation projects and he has coordinated with local and state level jurisdictions, including Oregon DOT, DEQ, DOC, DAS and DHS, to develop plans consistent with Owner needs and jurisdiction requirements.



**Christopher Brugato, P.E., Vice President**  
PROJECT ENGINEER

Christopher J. Brugato, P.E. will serve as project engineer for specific City projects related to the water and wastewater utility systems. Mr. Brugato has more than 23 years of experience. Mr. Brugato currently serves as the City Engineer for the City of Philomath and Waldport. Mr. Brugato specializes in the planning, design, and construction of municipal water and wastewater projects. Mr. Brugato has completed several large wastewater projects from facilities planning through construction. Examples include the City of Brownsville, the City of Jefferson, and the City of Philomath. Mr. Brugato has prepared several water master plans, and wastewater facilities plans. He has a broad-based knowledge of water and wastewater treatment, and he has extensive experience in managing complex multi-disciplinary projects. His knowledge of regulatory requirements (OHD, DEQ, & EPA) is exemplary.



**Pete Blumanthal, P.E.**  
PROJECT ENGINEER

Peter Blumanthal has 25 years of experience in facility planning, predesign, detailed design and construction management. His experience is primarily related to municipal water projects and includes a wide range of projects from pumping stations and transmission piping to storage reservoirs and treatment plants. His project experience includes open-cut construction of large diameter pipelines as well as trenchless applications for large diameter river crossings. Peter has had the unique advantage of performing the construction management for a number of the more complex projects he has designed: opportunities that have afforded him a unique perspective on constructability, economy of design and an appreciation of construction risk. Peter has a track record of completing projects within budget and on time and brings a strong work ethic and an open collaborative approach to problem solving.



**Andy A. Tweet, P.E.**  
PROJECT ENGINEER

Andy Tweet will provide support for specific City projects related to street and utility improvements, stormwater, and site work planning. Andy has 10 years of experience; 8 of those with Westech. During his time at Westech, he has worked on a wide variety of projects including street improvements, stormwater design, Salem-Keizer Schools Bond work, reservoir foundation upgrades, and residential and commercial site work, sewer pump station design, wastewater facilities plan preparation, and has become very proficient in the intricacies relating to stormwater quality design and permitting (construction stormwater management and stormwater treatment).

## EXPERIENCE WITH PUBLIC UTILITY LAWS & REGULATIONS

Over the years, the City and City Engineer will need to interact with several different regulatory agencies to address various issues. Examples of agencies we routinely work with are listed below. We have well developed contacts with local personnel at these agencies and have built strong rapport. Our experience with these agencies means that we are up to date on the regulatory requirements for typical municipal projects. This experience enables us to accurately evaluate alternatives with respect to permitting requirements and challenges. This experience also allows us to help our clients develop project implementation plans that avoid regulatory pitfalls.

- FEMA, Flood Plain, and Floodway Management Issues.
- Marion County Public Works and Building Departments
- NMFS, Threatened and Endangered Species Issues.
- Oregon DEQ, Wastewater & Stormwater Permitting and Regulation.
- Oregon Health Authority, Drinking Water Program, Water System Permitting and regulation.
- ODOT, Highway Access Permitting, Utilities in State Right of Way Permitting.
- Oregon Division of State Lands, Wetland delineations and removal fill permits.
- Oregon State Historic Preservation Office, Cultural Resource Preservation.
- Oregon State Fire Marshall, Fire code requirements.
- Oregon Water Resources Department, Water rights regulations.
- USACE, Wetland delineations and removal fill permits.
- US Fish and Wildlife Service, Threatened and Endangered Species Issues.
- Various Tribes, Cultural Resource Preservation.

## EXPERTISE

Since its founding in 1968, Westech has specialized in providing city engineering services to small municipalities in Western Oregon. Our goal is to provide quality engineering services on time and within budget to meet our clients' needs. We have successfully upheld this goal through the completion of a diverse range of projects in nine states with a focus on projects in the Northwest. Our clientele range in size from large metropolitan cities, counties, state and federal agencies to small communities and utility service districts, as well as a wide variety of private development clients. Westech currently serves as City or District Engineer for the following city and service district clients:

- City of Aumsville
- City of Creswell
- City of Dayton
- City of Falls City
- City of Jefferson
- LA Water Cooperative
- Luckiamute Domestic Water Cooperative
- Neskowin Regional Sanitary Authority
- Netarts-Oceanside Sanitary District
- City of Philomath
- City of Sublimity
- City of Waldport
- City of Yachats

Although not always readily evident to the casual observer, it takes a special engineer with a variety of talents to properly serve a smaller municipal client. Not only is an excellent knowledge of utility, street, drainage, and structural work required, but a solid understanding of municipal finance, local improvement districts, capital improvement planning, state and federal grant/loan programs and municipal ordinances are needed, as well as leadership skills. Especially important is the ability to relate well with people and to look toward the long-term needs of the City rather than short-term, temporary solutions. At Westech, we work hard to develop these capabilities.

Over the past five decades, Westech has developed an excellent understanding of the challenges associated with small city infrastructure and the budgetary constraints under which small cities must operate. Westech's commitment to quality engineering for the most reasonable cost gives us a repeat client base and the financial stability to fulfill major project

commitments. Because we provide City/District Engineering for 13 different Cities/Districts, we take and use our experiences from individual clients to support our other clients. Lessons learned from one client are incorporated into our work for other clients.

While we specialize in city engineering, an important part of our business model also includes providing consulting services to the private sector. Our experience working with private developers gives us a better understanding and ability to work with developers in municipalities where we act as City Engineer. Our understanding of both the public and private aspects of developments enable us to coordinate efficiently as we understand both perspectives having represented both public and private clients.

Though our private development work is important to us, it has been Westech’s longstanding policy not to perform engineering services for private clients in cities where Westech serves as the City Engineer. This policy is to avoid even the appearance of a conflict of interest. Interpretations issued by the Oregon Board of Engineering Examiners within the past decade have made this an official requirement within the State of Oregon. Westech currently has only one small sitework project for a private client within the jurisdiction of Silverton, although we have been the design engineer for numerous private projects in Silverton in the past. Should the City of Silverton choose Westech as its new City Engineer, Westech will not accept any other private projects within Silverton. The City will gain all of our public and private experience and expertise without adding any concerns regarding potential conflict of interest moving forward.

## PROPOSER’S EXPERIENCE

### ▪ CIVIL, STRUCTURAL, ELECTRICAL, MECHANICAL & TRANSPORTATION ENGINEERING

Over the years Westech has completed numerous projects that span the disciplines of Civil, Structural, Electrical, Mechanical, and Transportation Engineering. We have completed designs for numerous treatment and pumping facilities that all incorporate a multidisciplinary team of Civil, Structural, Mechanical, and Electrical Engineers. Recent examples of such projects are listed in Table 1.

Table 1: Westech's Recent Multidisciplinary Projects	
Project	Location & Construction Cost
<b>Independence Recycled Water Use Facility</b> This project included a new effluent pump station (2.9 mgd) at the City's wastewater treatment plant, new chemical feed systems for the disinfection system, and approximately 20,000 feet of HDPE piping to convey water to an effluent reuse site. The project also included the installation of three linear irrigation sprinklers to distribute recycled effluent at the 273 acre site.	Independence, OR \$4,500,000
<b>Netarts Oceanside Sanitary District Wastewater Treatment Plant</b> A new sequencing batch reactor (SBR) activated sludge wastewater treatment plant with three SBR basins, a headworks with screening and grit removal, a equalization basin, UV disinfection system, facultative sludge lagoons, an office/lab building and a shop building.	Oceanside, OR \$12,400,000
<b>Jefferson Water Treatment Plant</b> This project is currently in the construction phase and includes a new 2 mgd water plant to serve the City. The treatment plant utilizes membrane filtration technology.	Jefferson, OR \$6,000,000
<b>Jefferson Wastewater Treatment Plant</b> A new sequencing batch reactor (SBR) activated sludge wastewater treatment plant with two SBR basins, an influent pump station, a headworks with screening and flow measurements, and equalization basin, UV disinfection, an aerobic digester and facultative sludge lagoon.	Jefferson, OR \$5,900,000
<b>Jefferson City Hall</b> Westech led the design effort for a new City Hall building serving the City of Jefferson. The project was delivered as a design-build project.	Jefferson, OR \$800,000
<b>Falls City Wastewater Treatment Plant</b> Construction of a new 0.3 MGD wastewater pump station with two 2.2-acre facultative lagoons with HDPE liners, 3,640 feet of 6-inch forcemain piping, a chlorine disinfection system, approximately 1,825 feet of outfall piping, a new outfall into the Little Lucklamute River, and miscellaneous concrete structures and appurtenances.	Falls City, OR Est. \$5,250,000 (under construction)

For all of these projects, Westech was the lead consultant. Westech performed all Civil Engineering using in-house personnel. A team of subconsultants were used to provide the Structural, Geotechnical, Electrical, and Mechanical Engineering. Westech assembled, managed, and led the design team throughout the design and construction of each of these

projects. Westech also prepared the bidding and contract documents for these projects, handled bidding process, reviewed the bids, and administered the contract on the Owner's behalf.

Westech has completed numerous transportation projects in recent years. Several of these are relatively large projects that require an interdisciplinary team of Surveyors, Civil, Traffic, and Structural Engineers as well as right of way specialists and environmental and wetland scientists. We have completed multiple projects that include road re-alignment or widening in existing urbanized areas. These projects present particular challenges regarding right of way negotiations, property owner relations, grade issues at transitions to existing structures, and environmental issues such as wetland impacts. Some of Westech's recent major transportation projects are listed in Table 2.

Table 2: Westech's Recent Transportation Projects	
Project	Location & Construction Cost
<p><b><u>Kuebler Boulevard Widening</u></b>            This project included adding a new eastbound lane to Kuebler Boulevard in Salem from Commercial Street to Interstate 5. The total project length was approximately 6,000 feet and included a new travel lane, curb, sidewalk, storm water drainage, and detention and quality treatment facilities. Project included wetlands permitting, traffic signal modifications, and coordination with ODOT's improvements to the Kuebler/I-5 Interchange.</p>	Salem, OR \$4,000,000
<p><b><u>Hawthorn Avenue/Hyacinth Street Corridor Improvements</u></b>            Road widening including curb and sidewalk installation for approximately 5,000 feet of existing turnpike street. The project included several retaining walls, traffic signals, box culvert with a natural bottom and a three sided bridge</p>	Salem, OR \$4,800,000
<p><b><u>Madrona Avenue Improvements</u></b>            This project includes widening, curb, and sidewalk installation on approximately 3,500 feet of existing turnpike street. The final roadway section will likely include five travel lanes with two bike lanes. The project also includes the realignment of the East Fork of Pringle Creek including associated environmental work.</p>	Salem, OR \$6,100,000

The projects noted in Table 2 are relatively large projects. In addition to these projects, we have also completed numerous smaller projects that are more commonly carried out by municipalities like Silverton. Some example projects are listed below. In many cases, we provided continuous services from initial planning through construction project closeout.

- 5<sup>th</sup> Street Improvements, Creswell, OR
- Multiple Street Overlay and Reconstruction Projects, Dayton, OR
- Multiple Street Overlay and Reconstruction Projects, Philomath, OR
- Multiple Street Overlay and Reconstruction Projects, Jefferson, OR
- Multiple Street Overlay and Reconstruction Projects, Junction City, OR
- Street Overlay and Reconstruction Projects, Streetscape Improvements, Lafayette, OR
- Alder Street Improvements, Mill City, OR
- Ash Creek Bridge and Street Improvements, Monmouth, OR
- Leo Street LID, Birch Street LID, Mt. Angel, OR
- Polk County Overlays (180 miles), Polk County, OR
- Sunnyview Ave, Fairview Industrial Dr., Mission Street, Salem, OR
- Aumsville Highway, 12th Street and Sunnyside Road Improvements, Salem, OR
- Downtown Curb Extensions and Streetscape Improvements, Salem, OR
- Mill Creek Corporate Center, Salem, OR
- Silverton Industrial Park, Silverton, OR

▪ **SURVEYING, LEGAL DESCRIPTIONS, LOMA APPLICATIONS**

Westech has worked with Barker Surveying for over 50 years for surveying and associated services. Barker Surveying has been provided virtually all of Westech's surveying needs including topographic & boundary line surveying, legal description writing, interpretation and peer review of existing surveying plats, construction staking, pinning & platting, and pre- and post-construction records of survey. While Barker is a subconsultant to Westech, our long-standing relationship and closeness of works positions them as an extension of Westech. Westech, in conjunction with Barker Surveying has successfully completed a number of LOMA Applications with FEMA.

▪ **WETLAND, HILLSIDE DEVELOPMENT, AND FLOODPLAIN PERMITTING**

Serving as the engineer of record for many Cities, we have developed a team with significant experience in a wide variety permitting situations. We understand the various rules and regulations when working in wetland, hillside, and floodplain areas. When warranted, we have a team of outside consultants who have additional expertise to assist as needed for a project or development approval. This includes but is not limited to Wetland Consultants, Geotechnical Engineers, or specialists in hydraulic modeling. Additionally, Westech has successfully completed numerous projects for private developers which involved wetlands, hillsides, and floodplains. This experience with both public and private projects gives us a unique perspective on a wide variety of permitting requirements. For projects which require flood plain modeling, Westech typically utilizes WEST Consultants.

▪ **CONVENTIONAL FILTRATION & WATER DISTRIBUTION SYSTEMS**

Virtually all of our small City clients own, operate, and maintain the water systems serving the community. These systems use both ground water and surface water sources. Westech has assisted these clients with numerous water treatment and supply projects over the years. As such, we offer extensive expertise in this area. A listing of recent major water distribution system piping and water reservoir improvements projects is included in Table 3

Table 3: Westech's Recent Water Distribution System Improvement Projects			
Project	Water System Owner	Length (ft.)	Size
<b>Water Storage Reservoirs</b>			
Champion Hill Reservoir – AWWA D110 Prestressed Concrete Tank	Salem, OR	NA	2.2 MG
Grice Hill Reservoir – AWWA D110 Prestressed Concrete Tank	Salem, OR	NA	2.2 MG
Mill Creek Reservoir – AWWA D110 Prestressed Concrete Tank	Salem, OR	NA	2.2 MG
Junction City Ground Storage – AWWA Prestressed Concrete Tank	Junction City, OR	NA	2.2 MG
Junction City North Elevated Tank – Elevated Welded Steel Tank	Junction City, OR	NA	0.3 MG
Junction City South Elevated Tank – Elevated Welded Steel Tank	Junction City, OR	NA	0.3 MG
Monroe Water Storage Reservoir – Bolted Steel Tank	Monroe, OR	NA	1 MG
Mill City North Water Storage Reservoir – Bolted Steel Tank	Mill City, OR	NA	1 MG
Maxwell Mt. Water Storage Tank – Bolted Steel Tank	Oceanside Water Dist.	NA	0.1 MG
<b>Water Distribution Piping</b>			
Dayton Water System Improvements	City of Dayton, OR	5,250	8, 10, 12
South Industrial Corridor Infrastructure Improvements BP 1	City of Junction City, OR	20,300	24 & 18
South Industrial Corridor Infrastructure Improvements BP 2	City of Junction City, OR	8,570	16
Junction City Raw Water Transmission Lines	City of Junction City, OR	2,800	24,12,10
18th Avenue Waterline	City of Junction City, OR	3,600	16
Monroe Reservoir and Water Distribution Improvements	City of Monroe, OR	12,250	8, 10
Reclaimed Water Distribution System	City of Philomath, OR	7,600	16, 10, 8
Main Street Waterline Project	City of Philomath, OR	4,000	10,12
Water Treatment Plant CT Improvements	City of Philomath, OR	3,200	12, 24
College Street Urban Renewal District	City of Philomath, OR	5,200	8, 12
Philomath 2017 Water Distribution System Improvements	City of Philomath, OR	10,300	12, 10, 8
DPSST/Mill Creek Corporate Center	City of Salem, OR	9,400	20 & 24
2011 Downtown Street Surfacing and Water System Imps.	City of Salem, OR	5,000	24 & 12
Fabry Road Waterline	City of Salem, OR	2,240	24
West Salem High School/Grice Hill Reservoir Waterlines	City of Salem, OR	4,250	18
Champion Hill Reservoir Offsite Waterline	City of Salem, OR	4,300	16
Deer Park Waterline	City of Salem, OR	4,300	18

Recent water treatment and well project examples are listed in Table 4.

Table 4: Westech's Recent Water Treatment & Well Projects	
Project	Location & Construction Cost
<b>Jefferson Water Treatment Plant Improvements.</b> This project included the installation of filter to waste piping and replacing the filter media in an existing mixed media filtration plant. The project also included control system modifications.	Jefferson, OR \$6,000,000
<b>Jefferson Water Treatment Plant</b> This project includes replacing Jefferson's existing mixed media filtration plant with a new membrane filtration plant. Replaced the old mixed media filtration plant.	Jefferson, OR \$750,000
<b>Independence Polk Well #4</b> Polk Well #4 was developed to include a variable drive pump to control the nitrate count in the City's water. Associated infrastructure improvements included extending the watermain ±1,900 feet from the existing well field, extending power service ±2,200 feet from the west. New infrastructure was placed on an elevated structure to be above the 100-year floodplain.	Independence, OR \$1,350,000
<b>Philomath Water Treatment Plant CT Improvements.</b> This project included the installation of a new chlorine contact chamber to increase the CT times for a mixed media filtration plant.	Philomath, OR \$250,000
<b>Mt. Angel Well #6 and Transmission Line</b> Well drilling development and pump installation for a new 600 gpm well. A 15-inch well casing was installed in a basalt aquifer. The total depth of the well was 850 feet. The project also included approximately 2,650 feet of 12 and 16-inch diameter transmission pipeline to convey the water to the City.	Mt. Angel, OR \$650,000
<b>Dayton Lafayette Well Field Well #2 and #5</b> Well drilling and development for two new wells to serve the Cities of Lafayette and Dayton.	Lafayette, OR \$800,000

▪ **MUNICIPAL GROUND/SURFACE WATER RIGHTS ACQUISITION & MAINTENANCE**

In our role as City Engineer for many small communities in Oregon, we are often involved in water rights acquisition and maintenance activities. We have assisted clients with acquisition of new water rights, transfers, permit extensions, and the certification process. Water rights permits issued by the Water Resources Department often have conditions that require the permit holder to complete certain tasks prior to various milestone dates. Often these milestone dates are several years after the permits are issued. Due to the long timeframes involved, we have noticed that it is common for permit holders to overlook and miss the various deadlines. Missing these deadlines has the potential to jeopardize the water right. As such, we work with our city clients to review all water rights and assist these clients with the work needed to comply with the various conditions of each permit prior to the deadlines.

As the population in Oregon continues to grow, water resources continue to become more limited. Accordingly, we are often asked to seek creative water supply strategies. We assisted the City of Dayton with the water rights work needed for an aquifer storage and recovery (ASR) project. The project consisted of utilizing surplus wet season flows from a spring source to recharge an existing well and associated aquifer. The ASR system was designed and permitted through the WRD to store up to 460 million gallons per year of surplus spring water during the winter months for later withdrawal during the dry season.

▪ **WASTEWATER PUMP STATION & GRAVITY COLLECTION SYSTEM**

We have completed numerous wastewater pump station projects including new stations and rehabilitations. In the last ten years, we have completed more than 20 wastewater pump station projects ranging in size from small duplex stations with capacities less than 0.15 MGD to large regional stations with capacities greater than 4 MGD. We have also completed several large-scale infiltration and inflow reduction projects in the Cities of Brownsville (±20,000 ft.), Philomath (±18,000 ft.), and Junction City (±11,000 ft.). These projects typically involve a combination of open cut reconstruction and trenchless methods such as pipe bursting and cured in place pipe. We have also completed numerous smaller sewer rehabilitation projects in many of our Cities. Other examples of our recent wastewater collection system projects are included in Table 5.

Table 5: Westech's Recent Wastewater Collection System Projects		
Project	Location	Construction Cost
9 <sup>th</sup> Street Wastewater Pump Station (2.3 MGD)	Independence, OR	\$1,200,000
Williams Street Wastewater Pump Station (1.7 MGD)	Independence, OR	\$885,000
Hayesville Pump Station (3.2 MGD)	Salem, OR	\$2,500,000
Crawford Crossing Pump Station (0.42 MGD)	Salem, OR	\$550,000
Netarts Pump Station (1.0 MGD)	Netarts, OR	\$800,000
NOSD Effluent Pump Station (2.6 MGD)	Oceanside, OR	\$780,000
NOSD Main Pump Station (2.6 MGD)	Oceanside, OR	\$1,600,000
Grant Street Influent Pump Station (4.1 MGD)	Carlton, OR	\$1,040,000
Jefferson WWTP Influent Pump Station (3.5 MGD)	Jefferson, OR	\$850,000
Aumsville WWTP Influent Pump Station (6.5 MGD)	Aumsville, OR	\$825,000
Philomath Pump Station A (4.6 MGD)	Philomath, OR	\$1,740,000
Monmouth Ash Creek Pump Station (0.48 MGD)	Monmouth, OR	\$270,000
Falls City Main Pump Station (0.4 MGD)	Falls City, OR	\$550,000
Dayton Main Pump Station (4.98 MGD)	Dayton, OR	\$2,780,000
Hwy 221 Pump Station	Dayton, OR	\$1,760,000
14 <sup>th</sup> & Elm Pump Station (2.6 MGD)	Junction City, OR	\$2,200,000
9 <sup>th</sup> & Ivy Pump Station (1.0 MGD)	Junction City, OR	\$1,065,000
Valley of the Rouge State Park Pump Station A (0.16 MGD)	Rouge River, OR	\$165,000
Valley of the Rouge State Park Pump Station F (0.25 MGD)	Rouge River, OR	\$175,000
Sublimity Boulevard Pump Station (0.22 MGD)	Sublimity, OR	\$290,000
Spring Street Pump Station (0.54 MGD)	Mill City, OR	\$350,000
River Road Pump Station (0.96 MGD)	Mill City, OR	\$310,000

▪ *WPCF AND NPDES PERMIT REGULATIONS & COMPLIANCE*

Westech has worked extensively with multiple clients to obtain WPCF and NPDES original permits and permit modifications. We routinely assist our city clients with WPCF and NPDES permit renewals. Recent examples include the City of Mt. Angel, the City of Philomath, the City of Jefferson, the City of Brownsville, the City of Dayton, and the Netarts Oceanside Sanitary District. For many of these clients, we prepared the design for major treatment plant upgrades (e.g., Philomath, Jefferson, Brownsville, and Mt. Angel). In these cases, we worked with DEQ to revise the permits to remove obsolete requirements that were no longer applicable once the upgrades were completed. As an example, the City of Mt. Angel completed a dechlorination project that removed free chlorine in the effluent prior to discharge. The City's previous NPDES permit included discharge rate limitations that were calculated based on chlorine toxicity. Since the effluent no longer included free chlorine, these discharge rate limitations were no longer applicable. As such, we worked with DEQ to have these discharge limitations removed from the permit.

In addition to WPCF and NPDES permit assistance, we have also assisted several clients with related matters such as mixing zone studies (e.g., Philomath, Brownsville, Mt. Angel) and Mutual Agreement and Order (MAO) negotiations (e.g., Dayton Jefferson, Netarts Oceanside Sanitary District, Philomath, Mt. Angel). As a result of this work, we have developed a good working relationship with the permitting staff at DEQ.

▪ *ROAD MAINTENANCE TECHNIQUES & APPLICATIONS*

We commonly assist our clients with the development of road maintenance programs. Our typical approach is to work with City staff to perform a condition survey of all the streets in the City. Each street is assigned a condition rating from good condition to poor condition. Improvement alternatives for each street are then developed. For streets in poor condition, complete reconstructions may be recommended. For streets in better condition improvement options include overlays, crack seals, chip seals, etc. Once the desired improvements for each street are identified, each project is prioritized based on need, funds available, and the desires of the community.

▪ *OREGON LAND USE LAW/PLANNING & DEVELOPMENT RELATED INFRASTRUCTURE ISSUES*

As city engineers for many years for several communities in Oregon, we routinely provide technical assistance regarding private development projects. In general, our typical scope of service includes assisting the City Planner and Public Works in ensuring that the City's best long-term interests are represented with respect to private development projects within the City. Projects might range from a simple partitioning of an existing lot to a large and complex project involving an annexation, zone change(s), subdivisions, planned unit development (PUD), commercial/industrial developments, etc. The work might also include review of a specific high strength wastewater discharge coming from an industrial user.

In addition to private development review assistance, we also provide assistance when our cities have periodically modified and updated their land use and zoning regulations to ensure that the policies and procedures enacted by the City Council are consistently applied. We typically assist the City staff in reviewing proposed development and zoning code updates to ensure that public utility issues affected by the proposed changes are defined and addressed. We also work to keep the City's Public Works Design Standards up to date. This addresses many of the specifics and details related to design and construction of public streets and utilities, reducing the need to make ongoing updates to the development ordinances. We also typically work with City staff to analyze public facility impacts to proposed zone changes, annexations, or UGB amendments, whether initiated by the City or by a developer.

Our long-term, broad experience allows us to provide support and guidance to City staff that is well above the normal level of service provided to small cities, at a reasonable cost. As regulations change over time, lessons learned in our other communities can be directly applied to Silverton without the need or expense of re-inventing the wheel each time.

▪ *PUBLIC IMPROVEMENT CONTRACTING & ADMINISTRATION*

For all of our clients where we serve as city engineer, we routinely produce the bidding documents, handle the bidding process, evaluate bids, provide recommendations to award contracts, prepare the contract documents, and administer the contract during construction. We have provided this scope of service for virtually all of the projects listed in this proposal. The only exceptions are projects for the City of Salem. The City of Salem typically produces the bidding documents and takes the lead on bidding and construction services.

We stay current on public procurement rules and update our standard bidding documents on a regular basis as needed to comply with changes to procurement rules. Our standard bidding and contract documents are based on the model documents prepared by the Engineer Joint Contract Documents Committee as modified to comply with State procurement rules. In the last several years, we have provided bidding and contract administration services for over a hundred projects. As such, the City of Silverton can be assured that we bring a significant amount of expertise to table with respect to public contracting issues.

▪ *CONTRACT LAW & INTERGOVERNMENTAL AGREEMENTS*

As noted in the previous subsection, we offer significant expertise in public contracting regulations. In addition to this experience, we also offer experience in the negotiation of complex intergovernmental agreements (IGA's). The best example of this is our experience in Junction City. Serving as the City Engineer for Junction City, Westech represented the City in negotiations with the Oregon Department of Corrections regarding costs for infrastructure improvements needed to serve a new state prison and mental hospital south of the City. Westech successfully negotiated eight separate IGA's between the City and the Oregon Department of Corrections totaling approximately \$20 million in compensation to the City. Westech also designed and provided bidding and construction administration services for eight bid packages that included the construction of: two new water supply wells, a 9,000-gpm water booster pump station, a 2.2 million-gallon ground storage reservoir, two new 300,000-gallon elevated water storage tanks, 29,000 feet of water distribution piping, 20,000 feet of sewer collection piping, a new major wastewater pump station, and 9,700 feet of sanitary sewer forcemain piping. In addition to this work in Junction City we have recently also assisted in IGA negotiations between ODOT and the Cities of Monmouth and Dayton. Westech was also involved in the IGA negotiations between Independence and Monmouth for a water intertie, and between Stayton and Sublimity for a wastewater interconnection.

▪ *PUBLIC UTILITY BILLING OPERATIONS AND MAINTENANCE*

We are typically not asked to assist our city clients with matters related to billing software and procedures. If services such as these are desired by Silverton, we would propose to work with the City to select an appropriate subconsultant or vendor who would bring the needed expertise.

▪ *PUBLIC FINANCE & INFRASTRUCTURE FINANCING*

Westech offers an outstanding understanding of the funding programs available to small municipalities. We keep up to date on the changing funding programs and know the key contact people at the key agencies. On most major city projects, we assist in the preparation of funding applications, prepare preliminary cost estimates and help secure the project funding. We have completed many projects and have worked with nearly every public infrastructure-funding program in Oregon. Examples of Westech's past work on agency-funded projects are listed as follows.

**USDA-Rural Development Funded Projects**

- Benton County, Corvallis South Third Area Wastewater Improvements
- City of Brownsville, Wastewater System Improvements
- City of Dayton, Main Sewer Pump Station & Sewers
- City of Halsey, Water System Improvements
- City of Monroe, Water System Improvement Project
- Netarts Oceanside Sanitary District, Ocean Outfall Improvements
- Netarts Oceanside Sanitary District, Wastewater Treatment Plant Improvements

**Business Oregon Water/Wastewater Financing Program**

- City of Carlton, Wastewater System Improvements
- City of Dayton, Hwy 221 Sewer Pump Station
- City of Jefferson, Wastewater Treatment Plant Improvements
- City of Mill City, Water System Improvement Project
- City of Mill City, Wastewater System Improvement Project



### **Business Oregon HUD Community Development Block Grant Program**

- City of Brownsville, Wastewater System Improvements
- City of Dayton, Wastewater Facilities Plan
- City of Falls City, Wastewater Treatment Plant Improvements
- City of Mt Angel, Wastewater Treatment Plant Improvements
- City of Tangent, Wastewater Treatment Plant Improvements
- Hebo Joint Water and Sewer Authority, Water System Improvement Project
- Hebo Joint Water and Sewer Authority, Wastewater Treatment Plant Improvements
- Brooks Community Sewer District, Wastewater Treatment Plant Improvements

### **Business Oregon Safe Drinking Water Revolving Loan Fund Program**

- City of Jefferson, Water Treatment Plant Improvements
- City of Waldport, McKinney Slough Bridge Waterline Improvements.
- City of Jefferson, Water Treatment Plant Improvements

### **DEQ Clean Water State Revolving Loan Fund**

- Clatsop County, Westport Wastewater Treatment Plant Improvements
- City of Dayton, Main Sewer Pump Station & Sewers
- Netarts Oceanside Sanitary District, Netarts and Happy Camp Pump Stations
- Netarts Oceanside Sanitary District Ocean Outfall Improvements
- City of Independence, Recycled Water Use Facility and Williams Street Pump Station Improvements

#### ▪ *KNOWLEDGE OF SYSTEM DEVELOPMENT CHARGES, METHODOLOGY*

We are often involved in evaluations of the adequacy of billing rates and SDC rates. If services such as these are desired by Silverton, we would propose to use Steve Donovan of Donovan Enterprises for utility fee and SDC methodologies. We have worked with Steve in most of our Cities. We have performed several utility-rate and SDC studies for our clients. Recent examples include Mt. Angel, Sublimity, Brownsville, and Independence.

#### ▪ *CONVENTIONAL ACTIVATED SLUDGE PLANT OPERATION*

In recent years, Westech has designed the activated sludge plants serving the City of Jefferson and the Netarts Oceanside Sanitary District. Westech has also assisted the Neskowin Regional Sanitary Authority with various modifications to their activated sludge facility. Westech also serves as the City Engineer for other clients that utilize activated sludge treatment facilities (e.g., Waldport and Yachats). We have analyzed several different configurations of the activated sludge process (e.g., conventional, oxidation ditch, SBR, etc.) as part of multiple wastewater treatment planning efforts. As such, we are very familiar with the activated sludge process and will be able to assist the City with a wide range of wastewater treatment projects. The Jefferson and Netarts projects can be found in Table 1.

## **WORKLOAD CAPACITY**

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The fact that Westech is currently serving as city engineer for several communities in Oregon is an excellent indicator that we would provide ongoing engineering services for the City in an efficient manner. While workloads obviously vary, our long experience as city engineer has taught us that priority must be given to providing timely service to our city clients. With our experience and reputation, we can afford to be selective with the outside work that we take on in order to maintain adequate staff time to provide services to our core city clients. This approach has worked successfully on many projects over the years similar to those anticipated by the City and has allowed us to complete projects on schedule and within budget.

## **FACILITY & STAFF AVAILABILITY**

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Westech is a 16-member civil engineering firm operating out of our office located in Salem. We strive to meet our clients' schedules for completing assignments. As noted previously, we typically have one person serve as the primary point of contact for our cities. As a result, that person tends to be in regular contact with city personnel. This regular communication leads to the Engineer of Record having a firm grasp of the needs of their particular city. As such, the Engineer of Record is able to arrange his schedule to accommodate upcoming project needs. We attend Council and Planning Commission Meetings as requested and are flexible with scheduling.

At Westech we coordinate time away from the office to ensure that there is never an occasion when both the designated City Engineer and the Assistant City Engineer are unavailable to the City. Therefore, with few exceptions, either the City Engineer or the Assistant City Engineer will be available to the City on a daily basis. Westech also requires that our designated city engineers check with their respective city clients before taking time off that exceeds one-week to ensure that any urgent matters are addressed prior to the absence.

Per Addendum #2 of the RFP, we confirm that Westech has staff availability to provide approximately 40 hours per month of service to the City of Silverton.

## INSURANCE COVERAGE

Westech Engineering, Inc. is insured through Orion Insurance Group and Wells Fargo Insurance Services USA. Our current insurance coverage meets the City's requirements as identified in the Request for Proposals. Westech maintains the following insurance policies and limits.

- Commercial General Liability .....\$1,000,000
- Automobile Liability .....\$1,000,000
- Umbrella Liability .....\$4,000,000
- Workers Compensation .....\$1,000,000
- Professional Liability (Errors & Emissions).....\$2,000,000

If selected, we will provide an insurance certificate naming the City of Silverton, its officials, employees, and agents as additional insureds.

## REFERENCES

Listed below are several references for similar cities where Westech serves as the Engineer of Record. We encourage you to call any or all of them to ask about our capabilities and performance.

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|--|---|
| <p><b>City of Dayton</b><br/> Rochelle Roaden<br/> City Manager<br/> (503) 864-2221</p>          | <p>Westech has served as the City Engineer for Dayton since 2006. In that time, Westech has prepared public works design standards, utility maps, assisted the City with numerous large development review projects, and prepared a Water Master Plan as well as a Wastewater Facilities Plan. We have also provided design and construction engineering services for several projects including sanitary sewer pump station improvements, water and wastewater treatment plant upgrades, municipal wells, and miscellaneous street and storm drainage improvement projects.</p>  |
| <p><b>City of Philomath</b><br/> Kevin Fear<br/> Public Works Director<br/> (541) 929-3579</p>   | <p>Westech has served continuously as the City Engineer for Philomath since 1983. Westech prepared the City's Wastewater Facilities Plans in 1985 and again in 2004 and has performed all engineering work for the implementation of several of the capital improvement projects. Recent projects include sewer rehabilitation, a new 4.6 MGD pump station, and a 31-acre wastewater treatment lagoon expansion with the addition of a dry weather land application wastewater disposal system. Other major projects completed for Philomath include a vehicular bridge, water storage reservoir, and numerous water, sewer, and street projects. We are currently assisting the City with plans for a new water treatment plant and storage reservoir.</p> |
| <p><b>City of Waldport</b><br/> Scott Andry<br/> Public Works Director<br/> (541) 563-6366</p>   | <p>Westech was recently selected as the Engineer of Record for the City of Waldport. We are currently assisting the City with a waterline relocation project that is needed to resolve conflicts with ODOT's proposed improvements to the McKinney Slough Bridge on Highway 34. We are also assisting the City with a new Water Master Plan, a new Wastewater Facilities Plan, and preliminary planning for wastewater collection system improvements to serve the Waldport Industrial Park.</p>  |
| <p><b>City of Jefferson</b><br/> Jeff Buskirk<br/> Public Works Director<br/> (541) 327-1135</p> | <p>Westech has served as the City Engineer for the Jefferson since the late 1970's. Westech prepared the City's Wastewater Facilities Plan and has performed all engineering work for the implementation of several of the capital improvement projects. Recent projects include a new \$6.0 million sequencing batch reactor, wastewater treatment plant upgrade and a new City Hall building. We are currently assisting the City with the design of a new membrane water filtration plant.</p>   |

## SUBCONSULTANTS

Although Westech Engineering has the in-house expertise to complete virtually all of the projects that will typically be performed by the City of Silverton, there are some projects that include disciplines outside our field of immediate in-house expertise. Over the years, Westech has developed long-term working relationships with other consultants with specialized expertise in certain areas. Utilizing these subconsultants, Westech assembles a highly qualified team, with the individual skills and expertise merged into a coordinated team effort by the designated Westech project manager. All subconsultants carry professional liability coverage, copies of which are available upon request. Brief introductions of some of the team members are outlined on the next page.



**Gregory Wilson, PLS**  
SURVEYING SERVICES



Land and boundary surveying, as well as design topographic surveying and construction surveying for projects designed for the City by Westech will be performed by Wilson Surveying (DBA, Barker Surveying) under the direction of Greg Wilson. Barker Surveying has worked closely and efficiently with Westech on hundreds of projects over the past 35 years. Barker Surveying is recognized in the mid-Willamette valley as one of the leaders in quality surveying services.



**Julio Vela, PhD, P.E., G.E.**  
GEOTECHNICAL ENGINEERING



For geotechnical engineering, Westech typically utilizes the services of Central Geotechnical Services under the direction of Julio Vela, PhD, PE, GE (formerly of GeoEngineers, Inc.). Central Geotech has worked closely with Westech on many projects in recent years including numerous private development projects and public improvements projects for the Cities of Salem, Independence, Dayton, and Creswell. Julio brings 29 years of experience in geotechnical design. His expertise includes improvement projects such as bridges, highway retaining wall systems, roadway and utility realignments, municipal pump stations, and reservoir supply line realignment projects, along with in-water slope stability projects, time-rate mass movement, seismic hazard evaluation, modeling and instrumentation of earth structures, and dam safety and rehabilitation studies.



**Cameron Swearingin, P.E., S.E.**  
STRUCTURAL ENGINEER



Where specialized structural engineering is required for projects, MSC Engineers, under the direction of Cameron Swearingin, P.E., will typically provide structural engineering services. Westech has used MSC almost exclusively for more than 25 years. MSC has assisted Westech with the design of reservoirs, pump stations and treatment plants in Aumsville, Brownsville, Dundee, Halsey, Hebo, Jefferson, Lafayette, Mill City, Monroe, Mt. Angel, Neskowin, Netarts-Oceanside Sanitary District, Philomath, Salem, and Tangent, as well as the structural rehabilitation of a number of city-owned buildings in cities where we serve as City Engineer.



**Ben Perry, P.E.**  
ELECTRICAL ENGINEER



Electrical and control engineering for city projects designed by Westech will be provided by Landis Consulting under the direction of Ben Perry. Landis Consulting has extensive experience with water and wastewater projects and is recognized around Oregon as an expert in the design of electrical and control systems. Westech and Landis have worked together on numerous projects, including most of the electrical, control and telemetry designs completed for our city engineering clients in recent years, including Dayton, Hebo, Jefferson, Junction City, Netarts-Oceanside Sanitary District, Mill City, Philomath, etc. In addition, Landis Consulting has experience in the design of electrical distribution systems, telecommunications facilities, and associated improvements.



**Scott Mansur, P.E.**  
TRANSPORTATION ENGINEER



Scott Mansur PE, PTOB, manager of the DKS Salem office, will manage transportation engineering for infrastructure projects; assist with stakeholder and property owner management; permitting and approvals; traffic signal, lighting, pedestrian crossing and bicycle facility design, and construction staging, sequencing, and contract administration. Scott has over 26 years of experience in transportation engineering and planning and has worked with public agencies and advisory committees in developing sound transportation solutions for the design of traffic signal installation, roadway lighting, signing, and striping, traffic control plans, and corridor studies.

## NONDISCRIMINATION POLICY

Westech Engineering has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy. These policies apply to all areas of employment including recruitment, hiring, training and development, promotion, termination, layoff, compensation, and all other conditions and privileges of employment.

## CONFIRMATION OF PROFESSIONAL REGISTRATIONS

Please note that all of our engineers listed as part of the project team above work out of our Salem office and are all licensed in the State of Oregon. Registration numbers for each of our engineers are listed below in Table 7.

Table 7: Westech Engineering Professional Engineering Staff		
Engineer	Oregon PE Registration Number	Renewal Date
Denny Muchmore	17888PE	12/31/2024
Christopher J. Brugato	56473PE	12/31/2025
Steven A. Ward	11843PE	06/30/2024
John L. Yarnall	14211PE	06/30/2024
Raymond C. Engel	19176PE	12/31/2025
Peter A. Blumanthal	50407PE	12/31/2025
W. Josh Wells	76415PE	06/30/2024
Andrew A. Tweet	88632PE	06/30/2024

## USE OF LOCAL RESOURCES AND COMMUNITY INVOLVEMENT

Westech Engineering, Inc. is a locally owned firm with one office in Salem since 1968. Therefore, we are Oregonians with strong ties to the state. Westech encourages our employees to support the local business where we are City Engineers. Examples of business that we typically support include hardware stores for project supplies, restaurants, and gas stations.

Use of local resources is especially encouraged for matters that are related to business with the city. Many of Westech’s subconsultants are located in and around the Willamette Valley. Westech recognizes the value of “buying local” and enriching the community by employing local resources, to the extent permitted by public contracting requirement.

We also make it a priority to contribute to local non-profit fundraising efforts in communities where we do business. We encourage our employees to be actively involved in community service organizations in their home communities.

## PRICING INFORMATION

As specified in the RFP Addendum #1, pricing information is not submitted as part of this proposal but is available upon request by the City as part of the phase II evaluation process.


APPENDIX A

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Resumes of Key Staff

# Denny Muchmore, P.E.

CITY ENGINEER/PROJECT MANAGER

Work History & Experience	Denny Muchmore has 30+ years of experience in many facets of city & municipal engineering projects, including planning, review, design and construction of sewer, water & storm drainage related infrastructure Improvements for both public and privately funded municipal projects. His experience includes design & review of streets, storm drainage systems, sanitary sewer collection, pumping treatment & disposal, as well as potable water springs & wells, distribution, pumping & storage facilities. He is knowledgeable of current DEQ & Oregon Drinking Water Section requirements and regulations.	
Joined Westech: 1992		
Education	M.S., Civil Engineering, Brigham Young University, 1992 B.S., Zoology, Brigham Young University, 1986	
Registration	Civil Engineer, Oregon Civil Engineer, Washington	
Specialties	City/District Engineering (municipal water, sewer, storm, streets review & design) Wastewater System Facilities Planning, Sewer Collection and Pumping (Design & Construction) Water System Master Planning, Water Source Development, Distribution, Pumping & Storage (Design & Construction) Storm Drain Design & Construction Construction Contract Administration	
Representative Projects	<b>Representative City Engineering Projects</b> <ul style="list-style-type: none"><li>✓ City Engineer work for multiple jurisdictions.</li><li>✓ Development of Public Works Design Standards &amp; standard details for 19 jurisdictions, including water system design standards adopted by Monroe in 1998.</li><li>✓ Development of utility mapping system (streets, water, sewer, storm, street lighting, address, etc.) utilized by 18 jurisdictions to date.</li><li>✓ Development of digital record drawing archive system currently utilized by all of Westech's municipal clients.</li></ul> <b>Representative Water &amp; Wastewater Projects</b> <ul style="list-style-type: none"><li>✓ Water Master Plan, 1 MG Reservoir &amp; Distribution System Improvements, WTP Pumping Upgrades; Monroe, Oregon</li><li>✓ WWTP Effluent Pump Station &amp; Effluent Pipeline to Ocean Outfall, NOSD</li><li>✓ Water &amp; Sewer Master Plans, Municipal Well Development, Watershed Springs &amp; Disinfection Improvements, Sewer Pipe Bursting, Street &amp; Drainage Improvements; Dayton, Oregon</li><li>✓ Wastewater Facilities Plan, Effluent Sewer Pump Station, Netarts &amp; Happy Camp Sewer Pump Stations, WWTP Conveyance Pipelines (raw sewage &amp; effluent force mains); NOSD(Netarts-Oceanside Sanitary District), Oregon</li><li>✓ Ash Creek Sewer Pump Station; Monmouth, Oregon</li><li>✓ Wastewater Facilities Plan, South Third Area Sanitary Sewer &amp; Pump Station Improvements; Benton County South Third Sewer Service District, Corvallis, Oregon</li><li>✓ Water &amp; Sewer Master Plans, Watershed Disinfection &amp; Pump Control Improvements, ASR Improvements, 3 Municipal Wells; Lafayette, Oregon</li><li>✓ Four Wastewater Pump Station for City of Salem, Oregon (Crawford Crossing, Auburn, Hayesville, Northstar) as well as consulting and support for other sewer pump station projects</li><li>✓ Two wastewater pump stations for City of Dayton, Oregon (Main PS, Hwy 221 PS), as well as upgrades to other pump stations (9<sup>th</sup> Street, Palmer Creek)</li></ul>	

# W. JOSH WELLS, P.E.

Civil Engineer/Project Manager

**Work History & Experience** Josh Wells graduated from Oregon State University and joined Westech Engineering in 2005. His experience includes planning, design coordination, and construction management of residential and commercial subdivisions, industrial expansions, and commercial and industrial site work projects. He excels at storm water quality design associated with projects and has had experience with a number of different jurisdictional water quality standards.

**Joined Westech: 2005**

**Education** M.S., Civil Engineering, Oregon State University, 2005  
B.S., Hydrologic Science, UC Santa Barbara, 2002

**Registration** Civil Engineer, Oregon


**Specialties** Street and Utility Improvements  
Sitework Planning and Design  
Stormwater Design  
Master Plan Preparation  
Construction management  
Contract Administration



- Representative Projects**
- Representative Paving, Streets and Storm Drainage Projects**
- ✓ Federal Express Distribution Center Stormwater; Salem, Oregon
  - ✓ Hawthorne & Hyacinth Street Stormwater; Salem, Oregon
  - ✓ Kroc Center Stormwater; Salem, Oregon
  - ✓ North Salem High School, AC Paving Repairs; Salem, Oregon
  - ✓ Phillips Subdivision Stormwater; Stayton, Oregon
  - ✓ SE Jefferson Street and Academy Street Rehabilitation; Dallas, Oregon
  - ✓ Second and Patterson Street NW Widening; Salem, Oregon
  - ✓ South Salem High School AC Paving Repairs; Salem, Oregon
  - ✓ The Water Place, Storm Water Design; Salem, Oregon
  - ✓ Wal-Mart Stores UIC Projects; Bend & Redmond, Oregon
- Representative Development or Redevelopment Projects**
- ✓ 295 Church Street Mixed Use; Salem, Oregon
  - ✓ Cascadia Industrial Park; Salem, Oregon
  - ✓ Chemeketa Community College, Brooks Campus; Brooks, Oregon
  - ✓ Chemeketa Community College, Yamhill Campus; McMinnville, Oregon
  - ✓ Jasper Crossing Commercial Subdivision; Dallas, Oregon
  - ✓ Oregon Family Health Clinic; Dallas, Oregon
  - ✓ PacTrust Site Planning, Salem; Oregon
  - ✓ St. Andrews Lutheran Church; Beaverton, Oregon
  - ✓ Storage Depot Mini Storage Expansion; Corvallis, Oregon
  - ✓ West Salem Clinic Site Development; Salem, Oregon
  - ✓ Wheelhouse Site Development; Albany, Oregon
  - ✓ Woodburn Medical Clinic; Woodburn, Oregon

# RAYMOND C. ENGEL, P.E.

CIVIL ENGINEER/PROJECT MANAGER

Work History & Experience	Ray Engel graduated from Oregon State University and joined Westech Engineering in 1995. Ray has experience in planning, design, project coordination, construction administration, and master plan preparation for a wide variety of site improvement, street, and utility projects for the public and private sector, as well as the design of wastewater and water pump stations. His projects include both undeveloped sites as well as redevelopment and rehabilitation projects and he has coordinated with local and state level jurisdictions, including OYA, DOC, DOT, DEQ and DHS, to develop plans consistent with Owner needs and Jurisdiction requirements.
Joined Westech: 1995	
Education	B.S., Civil Engineering, Oregon State University, 1995 M.S. Physics, US Naval Postgraduate School, 1989 B.S., Marine Science, US Coast Guard Academy, 1982
Registration	Civil Engineer, Oregon
Specialties	Street and Utility Improvements Sitework Planning and Design Correctional Facilities Master Plan Preparation Construction Management and Contract Administration
Representative Projects	 <b>Representative City/Government Projects</b> <ul style="list-style-type: none"><li>✓ OYA Maclaren East Campus Housing</li><li>✓ OYA Maclaren Sewer Pump Station Replacement</li><li>✓ OYA Rogue Valley New Bridge High School</li><li>✓ OYA Maclaren Underground Utilities Upgrade</li><li>✓ OYA Hillcrest Sewer and Parking Repairs</li><li>✓ OYA Maclaren Water System Analysis, Master Plan, and System Upgrade Design</li><li>✓ OSP Parking Lot Pavement Rehabilitation; Salem, Oregon</li><li>✓ DPSST Storm Drainage Analysis and Modeling; Salem, Oregon</li><li>✓ Orchard Heights Water Booster Pump Station Design; Salem, Oregon</li><li>✓ Deer Park Pump Station Analysis for DPSST Project; Salem, Oregon</li><li>✓ Mill City Water System Master Plan; Mill City, Oregon</li><li>✓ Mill City Water System Waterline Replacement; Mill City, Oregon</li><li>✓ 53<sup>rd</sup> Avenue Bridge, Street, and Utility Improvements; Albany, Oregon</li><li>✓ 12<sup>th</sup> &amp; 13<sup>th</sup> Street Storm Drain; Philomath, Oregon</li></ul> <b>Representative Development or Redevelopment Projects</b> <ul style="list-style-type: none"><li>✓ Garmin Facility Expansion; Salem, Oregon</li><li>✓ Dallas Mini Storage; Dallas, Oregon</li><li>✓ Woodburn Company Stores</li><li>✓ Waremart (Winco) Distribution Center; Woodburn, Oregon</li><li>✓ College Street Urban Renewal Project; Philomath, Oregon</li><li>✓ Siletz Medical Clinic, Siletz, Oregon</li><li>✓ Civil Site work for Various High School, Middle School and Elementary Schools</li><li>✓ Various Residential Subdivision Designs</li><li>✓ Various Multi-family/Apartment Complex Designs</li></ul> <b>Representative School Projects</b> <ul style="list-style-type: none"><li>✓ Oregon Trail – Former Sandy High School Site Renovation; Sandy, Oregon</li><li>✓ Crosshill Christian School, Salem; Oregon</li><li>✓ Salem-Keizer Schools Bond Renovation &amp; Repair Projects; Salem, Oregon</li><li>✓ Chemeketa Community College Aerial Mapping; Salem &amp; Brooks, Oregon</li><li>✓ Molalla River School District Parking Lot; Molalla, Oregon</li></ul>



# CHRISTOPHER G. BRUGATO, P.E.

ASSISTANT CITY ENGINEER/PROJECT MANAGER

Work History & Experience	Christopher (Chris) Brugato is experienced in the planning, design, project coordination and construction of a wide range of municipal infrastructure improvements, with an emphasis on public water and wastewater utilities. Mr. Brugato has specific experience in the planning, design and construction of water treatment, storage and distribution systems as well as wastewater collection, treatment and disposal facilities. Chris also has experience working with several state and federal grant and loan programs such as Oregon's Department of Environmental Quality Clean Water State Revolving Loan Fund, USDA – Rural Development Loans and Grant Programs and several programs administered by the Oregon Economic and Community Development Department.
Joined Westech: 1999	
Education	M.S., Civil Engineering, UC Davis 1999 B.S., Civil Engineering, Oregon State University, 1997
Registration	Civil Engineer, Oregon Civil Engineer, Washington Civil Engineer, Nevada
Specialties	Water Master Planning Water Supply, Treatment, Storage and Distribution Wastewater Facilities Planning Wastewater Collection and Pumping Systems Wastewater Treatment and Disposal Master Plan Preparation Construction Management and Contract Administration
Representative Projects	<b>Representative Water and Wastewater Projects</b> <ul style="list-style-type: none"><li>✓ 2005 – 2006 Philomath Utility Projects, Philomath, Oregon</li><li>✓ Brownsville Wastewater System Improvements, Brownsville, Oregon</li><li>✓ Champlon Hill Reservoir, 2.2 MG Reservoir, Salem, Oregon</li><li>✓ Cloverdale Sanitary District WWTP Evaluation, Cloverdale, Oregon</li><li>✓ Falls City Wastewater Treatment Plant, Falls City, Oregon</li><li>✓ Grice Hill Reservoir, 2.2 MG Storage Tank City of Salem, Salem, Oregon</li><li>✓ Hebo Joint Water and Sewer Authority Wastewater Treatment Plant, Hebo, Oregon</li><li>✓ Hebo JWS Hebo Water System Improvements, Storage Tank and Chemical Feed</li><li>✓ Jefferson Wastewater Treatment Plant Improvements, Jefferson, Oregon</li><li>✓ Maxwell Mountain Reservoir, 0.25 MG Reservoir, Oceanside, Oregon</li><li>✓ Mill City Water System Improvements, 1 MG Storage Tank and Supply Wells</li><li>✓ NRSA Wastewater System Facilities Evaluation, Neskowin, Oregon</li><li>✓ NRSA Wastewater Treatment Plant and Salem Pump Station, Neskowin, Oregon</li><li>✓ Philomath Dechlorination Improvements, Philomath, Oregon</li><li>✓ Philomath Pump Station A and Trunk Sewer Improvements, Philomath, Oregon</li><li>✓ Philomath Wastewater Treatment Plant Improvements, Philomath, Oregon</li><li>✓ Philomath Water Master Plan</li><li>✓ Philomath Wastewater Facilities Plan, Philomath, Oregon</li><li>✓ Philomath-Corvallis Water System Intertie, Philomath, Oregon</li></ul>



# PETER BLUMANTHAL, P.E.

CIVIL ENGINEER/PROJECT MANAGER

Work History & Experience	Peter Blumantahl has 25 years of experience in facility planning, predesign, detailed design, and construction management. His experience is primarily related to municipal water projects and includes a wide range of projects from pumping stations and transmission piping to storage reservoirs and treatment plants. His project experience includes open-cut construction of large diameter pipelines as well as trenchless applications for large diameter river crossings. Peter has had the unique advantage of performing construction management for a number of the more complex projects he has designed—opportunities that have afforded him a unique perspective on constructability, economy of design and an appreciation of construction risk. Peter has a track record of completing projects within budget and on time and brings a strong work ethic and an open collaborative approach to problem solving
Joined Westech: 2009	
Education	B.S., Construction Engineering Management, Oregon State University, 1993
Registration	Civil Engineer, Oregon Civil Engineer, California
Specialties	Water Supply, Treatment Water Storage and Distribution Facilities Pump Station Design Hydraulic Analysis Computer Modeling Stormwater Management Construction Observation/Contract Administration
Representative Projects	<b>Representative Water Projects</b> <ul style="list-style-type: none"><li>✓ Parallel Pipeline River Crossing; City of Newberg, Oregon</li><li>✓ Hudson Road Intertie; City of Portland, Oregon</li><li>✓ Larson's Intertie; City of Portland, Oregon</li><li>✓ Water Treatment Plant and Storage Improvements; City of Carlton, Oregon</li><li>✓ Water Treatment Plant and Storage Improvements; City of Estacada, Oregon</li><li>✓ Water Treatment Plant; Jefferson, Oregon</li><li>✓ Water System Fire Flow Improvement Project, Boeing Field; Renton, WA</li><li>✓ Water Reservoir; Rockwood Water PUD, Oregon</li><li>✓ Estacada Reservoir #1 Lining; City of Estacada, Oregon</li><li>✓ Geer Road Pump Station; City of Hermiston, Oregon</li><li>✓ Highway 211 to Reservoir #1 Waterline; City of Estacada, Oregon</li><li>✓ Highway 395 Waterline; City of Hermiston, Oregon</li></ul> <b>Representative Wastewater Projects</b> <ul style="list-style-type: none"><li>✓ 4.5 MGD Influent Pump Station; City of Carlton, Oregon</li><li>✓ Frank Wastewater Pump Station; City of Sublimity, Oregon</li><li>✓ Lower Tualatin Pump Station; Clean Water Services, Oregon</li><li>✓ Advanced Treatment Improvements; City of Molalla, Oregon</li><li>✓ Effluent Force Main and River Outfall; City of Molalla, Oregon</li><li>✓ South Central Interceptor Improvements; Beaverton, Oregon</li><li>✓ St. Johns Combined Sewer Overflow Project; City of Portland, Oregon</li><li>✓ Wastewater Facility Upgrade; City of Gervais, Oregon</li></ul>

