



REQUEST FOR PROPOSAL

Urban Forest Management Plan, Code Audit, Street Tree Manual

CITY PROJECT MANAGER:	Erika Palmer
PROPOSAL SUBMITTAL:	May 16, 2025, 5:00 pm
PRE-PROPOSAL CONFERENCE:	None planned
PROJECT DURATION:	1 Year (estimated)

SERVICES SOUGHT:	Professional services to inventory tree data and deliver an urban forest management plan, municipal code audit, and street tree manual.
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Section 1. Introduction and General Information

1.1 Selection Process

The City will select a consultant based on the consultant's demonstrated ability to deliver the highest overall value to the City.

- A. **General:** The selection committee will consider the consultant's demonstrated experience conducting similar projects. For this RFP, "similar projects" shall mean the completion of an Urban Forest Management Plan where the tree population is similar to or larger than this project; the project was one of similar complexity; and the project was of a similar type or scope including a municipal code audit and/or developing a city street tree manual. The Consultant must also demonstrate the ability to work closely with City Parks and Public Works Department staff to ensure the successful completion of the project. The City reserves the right to modify the RFP at any time. The City is not responsible for the cost of submittal development.
- B. **Selection Committee:** The Selection Committee shall comprise City staff, including Community Development, Public Works, and Parks Departments. The City reserves the right to reject any and/or all submittals.
- C. **Ranking:**
 - 1. Submittals will be ranked based on the following categories:
 - a. Project Understanding and Approach
 - b. Team Experience and Qualifications
 - c. Presentation, Organization, and Clarity of Response to Request for Proposal Submittal
 - d. Project Management, Teamwork, and Communication
 - e. Timeline
 - f. Cost
 - 2. Final Selection:
 - a. The Consultant judged to be the most qualified based on all the information presented and evaluated will be selected.
 - b. The selected Consultant shall be notified in writing. No other method shall be considered to be official notification of selection by the City.
 - c. The selection of the committee shall be final.
 - 3. Projected Schedule (subject to change):
 - a. May 16, 2025 – Submittal due date.
 - b. May 19 - 23, 2025 – Selection Committee reviews submittals.
 - c. May 23, 2025 – Notification to selected Consultant.
 - d. May 26 - 30, 2025 – Negotiate detailed scope of services.
 - e. June 2, 2025 – Estimated start work date.

The City reserves the right to reject any or all of the submittals. If the City elects to select one of the submitting Consultants, the City will have the right to negotiate with the Consultant over the contract's final terms and conditions in the City's best interest. The primary objective of the negotiations is to maximize the City's ability to obtain the best value, based on the requirements and

evaluations relating to this RFP. If an agreement cannot be reached, the negotiations will be terminated, and similar negotiations will occur with the second-ranked submitting Consultant.

1.2 Professional Services Agreement

The successful Consultant will be required to sign the City's Professional Services Agreement, a copy of which is attached to this RFP. All submitting Consultants are directed to carefully review the Professional Services Agreement before preparing their submittal, as the successful Consultant will not be allowed to modify the wording of the City's Professional Services Agreement. The successful Consultant's refusal to sign the City's Professional Services Agreement will render their submission nonresponsive, all dialogues will be immediately terminated, and negotiations will begin with the second-ranked submitting Consultant.

1.3 Project Background

The City of Troutdale has a population of approximately 16,819 people. The city maintains approximately 183 acres of parks and green spaces. The city does not have an urban forest management plan or designated urban forestry staff. The urban forest management plan would set the community's vision for protecting, managing, and enhancing Troutdale's urban forest. The code audit would review the current code language regarding tree protection, removal, and planting, and propose amendments based on the management plan and input received by the community. A street tree manual would be an easy reader's guide on city tree removal, planting, species selection, protection, and maintenance of street trees in the public right of way.

1.4 Questions and Clarifications

The City reserves the right to make changes to this RFP by written addendum. No addenda will be issued later than May 9, 2025 without a complementary addendum postponing the due date for Proposals.

A prospective Proposer may request a clarification or correction to the RFP by submitting a written request to Erika Palmer at erika.palmer@troutdaleoregon.gov or 2200 SW 18th Way, Troutdale, OR 97060 by the deadline above. The request must specify the provision of the RFP in question and clearly explain the requested clarification or correction. Requests for clarification or corrections to the RFP received after the deadline will not be considered. The City will evaluate any request submitted by the specified date, but reserves the right to determine whether to accept the requested change.

Protests of this solicitation, if any, must be submitted in writing not later than May 9, 2025, and shall be administered in accordance with Section 2.24.160 of the Troutdale Municipal Code. Protests of the award of this contract must be submitted no later than seven days following the award and shall be administered in accordance with Section 2.24.170 of the Troutdale Municipal Code.

1.5 Contracting

The selected consultant will be required to enter a written contract in the form attached to this RFP (Appendix B). The initial phase proposal shall indicate acceptance of the City's contract provisions. If the consultant desires any modifications to the contract terms, the prospective consultant shall indicate so in the proposal.

1.6 Business License Required

The selected Consultant must have or acquire a City of Troutdale business license prior to conducting any work under this contract.

1.7 Insurance Requirements

The Consultant shall provide the following insurance at its own expense:

- a. Worker's Compensation insurance in compliance with ORS 656.017. All employers, including Consultant, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage. Consultant shall ensure that each of its subcontractors complies with these requirements. Consultant is exempt in accordance with ORS 656.126 (temporary worker from another state) or ORS 656.027 (casual work, independent contractors that are sole proprietors, partnerships, or corporations, etc.).
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.
- c. Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$2,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.
- d. Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$2,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.
- e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Consultant or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.
- f. Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds by endorsement, but only with respect to Consultant's services to be provided under this Agreement. This coverage shall be by endorsement physically attached to the certificate of insurance.
- g. Certificates of Insurance. The Consultant shall furnish insurance certificates acceptable to the City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. The consultant shall be responsible for all deductibles, self-insured retentions, and/or self-insurance.

1.8 Proposal Submittal

Please submit your proposal to: Erika Palmer, Community Development Director, 2200 SW 18th Way, Troutdale, OR 97060, no later than **5:00 p.m. on Friday, May 16, 2025**. Proposals arriving after that time will not be considered. Proposals shall be delivered in .pdf format via email at erika.palmer@troutdaleoregon.gov. City will confirm receipt via email. If you do not receive confirmation, please confirm City's receipt by phone at (503) 674-7228.

Section 2. Scope of Work

2.1 Scope of Work

The proposed project has four major components:

- 1) **Urban Forest Management Plan:** The urban forest is a critical component of the park system, in addition to street trees in the city's rights of way. Developing an urban forest management plan and a comprehensive tree inventory will provide the data and direction necessary to manage a sustainable tree canopy over time. The plan will provide an analysis of the current state of the urban forest and answer questions such as: Are some neighborhoods underserved with street trees? What are the existing issues with the urban forest: disease & pest susceptibility conflict with infrastructure, invasive or wrong types of species planted in public areas? Any other analysis deemed beneficial by the consultant.
 - Perform necessary field surveying, investigations, GIS/LIDAR research, and review existing data, and documents, and other pertinent information to determine existing conditions.
 - Address issues identified with the urban forest
 - Work with City Staff to develop a list of acceptable tree species for planting in 3', 4', 5' and larger planting strips (respectively).
 - Recommend changes to the city's Title 13, Street Trees, Parks and Recreation Areas, and other relevant titles and chapters of the municipal or development codes.
 - Develop the final urban forest management plan
- 2) **Municipal Code Audit:** A city municipal code audit will ensure that regulatory standards are consistent with the goals and recommended policies in the management plan. Identify any potential changes to the code that would increase incentive for homeowners to plant and maintain street trees, without significantly increasing maintenance duties and associated costs for the City. The city's municipal code also needs to be consistent with the expectations of the Multnomah County Transportation Department, which is also a stakeholder in street tree maintenance within county roadways within the City of Troutdale. Multnomah County should have a codified exemption to the City's permitting process for any work they deem necessary for maintaining their ROW's in Troutdale.
 - Develop a draft amendment package to the city's municipal and/or development code pertaining to recommendations/outcomes that support the urban forestry plan.
- 3) **Street Tree Manual:** A street tree manual is intended to be a document used by the residents of Troutdale that will provide guidelines and standards pertaining to the street tree removal permitting process and the replanting, maintenance, and management of trees in the public right-of-way. It may cover species selection appropriate for various planting strip widths, species that are not recommended due to invasive pest proliferation in the region, planting locations, soil preparation, and planting techniques such as root barriers.
 - Prepare a Street Tree Manual
- 4) **Public Outreach:** One of the primary goals of this project is to educate the public on the current state of Troutdale's urban forest and the ecosystem services trees provide to the community. Public engagement is needed to develop the plan.
 - Develop a public engagement plan
 - Attend and facilitate public meetings on the project.

2.2 Communication

The Consultant selected will be required to communicate with the City, as needed, concerning project-related issues via telephone, electronic mail, and post mail.

Section 3. Proposal Submittal and Review

3.1 Proposal Format

The proposal shall contain the following:

1. A cover letter affirming your firm's interest in performing these services, the primary person(s) who will be working on this project, and the firm's primary contact person for this project (with his/her phone number and email address). The cover letter shall specifically stipulate that the consultant accepts the terms and conditions contained in the RFP and model Personal Services Agreement and describe any requested modifications. The letter shall name the person(s) authorized to represent the consultant in any negotiations and the name of the person(s) authorized to sign any contract or agreement that may result.
2. Project Understanding and Approach: A project understanding and approach section describing what your firm understands the requirements for the project to be, what the major issues specific to this project will be, and clearly defining the tasks and activities, and their order, necessary to meet the objectives outlined in the scope of work listed in Section 2.1.
3. Project Team Experience and Qualifications: A section identifying and describing the roles of the individuals that will be assigned to the project. At a minimum, this section shall include roles and responsibilities of key staff on this project, applicable experience and credentials, current assignments and locations of those staff, and the proportion of time key staff will devote to this project for the duration of the project relative to their other assignments.
4. Project Design Schedule: The Proposer shall include a proposed project schedule, identifying key tasks, their sequence, their associated durations, and key project milestone dates that the consultant is confident he/she can meet.
5. Past Projects: Proposer shall provide project descriptions of at least three completed projects or studies that involved developing an urban forest management plan and/or municipal code amendments for improving regulations for the planting of trees in public rights-of-way and/or public space, or development of a street tree manual. Proposer shall include references that the City can contact for each project, including the contact's name, title, agency, phone number, and email address.
6. This proposal shall not exceed twelve (12) pages between the front and back covers. The consultant may attach additional appendices, but the City is not obligated to review or consider such attachments. The City reserves the right to obtain clarification of any information in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal.

3.2 Proposal Selection

Each proposal will be judged on its completeness and the quality of its content. The City reserves the right to reject any or all proposals and reserves the right to cancel the RFP at any time if doing either would be in the public interest as determined by the City. Proposers respond to the RFP solely at their

expense, and the City is not responsible for any Proposer expenses associated with the proposal preparation.

The Proposal Evaluation Panel will evaluate the proposal and will consist of: Community Development, Parks, and Public Works city staff. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the panel to complete the evaluation process.

Although not anticipated, Proposers may be required to make an oral presentation of their proposal to the Proposal Evaluation Panel to clarify their proposal and ensure a thorough mutual understanding. The Proposal Evaluation Panel may interview any or all Proposers and ask additional questions related to the proposal and scope of work. The City will schedule the time and locations of the interviews, if required, on or about the dates indicated in Section 1.3 above. Interviews will take place via Microsoft Teams meeting.

3.3 Proposal Scoring and Evaluation Criteria

<i>Criteria</i>	<i>Score</i>
Project Understanding & Approach	30 %
Project Team Experience & Expertise	30 %
Project Schedule	20 %
Past Performance History in Similar Services	20 %
<i>Total</i>	100 %

PERSONAL SERVICES AGREEMENT FOR _____ CONSULTING SERVICES

This Agreement is between the CITY OF TROUTDALE, a municipal corporation of the State of Oregon (the “City”) and _____ (the “Consultant”) (collectively, the “Parties”).

The Parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This Agreement is effective on _____, or on the date at which every party has signed this Agreement, Exhibit D and Exhibit E, whichever is later. The work under this Agreement shall be completed, unless otherwise terminated or extended, on or before _____.

2. Scope of Work.

The City is engaging the Consultant to provide _____. The scope of work the Consultant shall provide, including the delivery schedule, is contained in Exhibit A. Consultant shall, at its own risk and expense, perform the scope of work and furnish all labor, equipment, materials and permits that are required to properly perform the work. The risk of loss for Consultant’s services shall not shift to the City until the City provides written acceptance of the services.

3. Consideration.

- a. City agrees to pay Consultant for actual labor and authorized expenses a sum not to exceed _____ thousand _____ dollars (\$ _____) for performing the work required by this Agreement.
- b. Any interim payments to Consultant shall be made only in accordance with the schedule and requirements in Exhibit A.
- c. City certifies that sufficient funds have been appropriated to make payments required by this Agreement during the current fiscal year. Payment for work performed after June 30 of any given year is subject to funds being appropriated by the Troutdale City Council. If funds are not appropriated, the City may terminate this Agreement upon providing written notice to the Consultant.

4. Standard Terms and Conditions

a. Independent Contractor.

(i) Consultant shall perform the work required by this Agreement as an independent contractor. Although the City reserves the right (i) to specify the desired results; (ii) to determine (and modify) the delivery schedule for the work to be performed; and (iii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the

Consultant's performance. The Consultant is responsible for determining the appropriate means and manner of performing the work.

(ii) The Consultant represents and warrants that Consultant (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Certification Statement for Corporation or Independent Contractor attached as Exhibit D.

(iii) Consultant will be responsible for any federal or state taxes applicable to any compensation or payment paid to Consultant under this Agreement.

(iv) Consultant is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Consultant under this Agreement.

- b. Subcontracts and Assignment. Consultant shall not subcontract any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement, without the prior written consent of the City. Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.
- c. Third Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- d. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and approved assigns, if any.
- e. Early Termination.
- (i) The City and the Consultant, by mutual written agreement, may terminate this Agreement at any time.
- (ii) The City, on 30 days written notice to the Consultant, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- (iii) Either the City or the Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach or submitted an acceptable plan to cure the breach within 15 days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.
- f. Payment on Early Termination.
- (i) If this Agreement is terminated under 4(e)(i) or (ii), the City shall pay the Consultant for work performed in accordance with the Agreement prior to the termination date.

(ii) If this Agreement is terminated under 4(e)(iii), by the Consultant due to a breach by the City, then the City shall pay the Consultant as provided in subsection (i) of this section.

(iii) If this Agreement is terminated under 4(e)(iii), by the City due to a breach by the Consultant, then the City shall pay the Consultant as provided in subsection (i) of this section, subject to set off of excess costs, as provided for in section 4(g), Remedies.

g. Remedies.

(i) In the event of termination under 4(e)(iii), by the City due to a breach by the Consultant, then the City may complete the work either itself, by agreement with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Agreement, then the Consultant shall pay to the City the amount in excess of 125% of the remaining unpaid balance.

(ii) The remedies provided to the City under section 4(e) and (g) for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(iii) In the event of breach of this Agreement by the City, then the Consultant's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 4(e)(iii) and 4(f)(ii).

h. Access to Records. Consultant shall maintain, and the City and its authorized representatives shall have access to all books, documents, papers and records of Consultant which relate to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

i. Ownership of Work. All work products of the Consultant that result from this Agreement, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted. The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Preexisting trade secrets of the Consultant shall be noted as such and shall not be considered as a work product of this Agreement. Use of any work product of the Consultant by the City for any purpose other than the use intended by this Agreement is at the risk of the City. Use of any work product by Consultant is prohibited without the written consent of the City, which the City shall not unreasonably withhold.

j. Compliance with Applicable Laws. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement in a manner consistent with the Standard of Care, including, without limitation, ORS 279A.110, ORS 279B.220, 279B.225, 279B.230, 279B.235, 279C.515, 279C.520, and 279C.530, as set forth on Exhibit B. Without limiting the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and

rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this Agreement shall be considered included by these references.

k. Indemnity and Hold Harmless.

(i) Liability of Consultant for Claims Other Than Professional Liability. For claims for other than professional liability, Consultant shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Consultant, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Consultant.

14.2 Liability of Consultant for Claims for Professional Liability. For claims for professional liability, Consultant shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Consultant, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City.

(iii) Consultant waives any and all statutory or common law rights of defense and indemnification by the City.

l. Insurance. Consultant shall provide insurance in accordance with Exhibit C.

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

n. Professional Standards. Work under this Agreement shall be performed in a good and workmanlike manner and in accordance with the professional standards of professionals doing similar work currently practicing under similar circumstances at the same time in the State of Oregon ("Standard of Care"). At all times during the term of this Agreement, Consultant shall be qualified, professionally competent, and duly licensed to perform the services. In addition to any other remedies, Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

o. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of Troutdale, Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

p. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and

provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

- q. Merger Clause. THIS AGREEMENT AND EXHIBITS A, B, C, D AND E, WHICH ARE AN INTEGRAL PART OF THIS AGREEMENT, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. BY ITS SIGNATURE, CONSULTANT ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signed by Consultant this ____ day of ____, 20__:

Authorized Consultant Signature

Printed Name & Title

NOTICE TO CONSULTANT: This Agreement does not bind the City unless and until the City Manager or the Manager's Designee has executed it.

Approved by City this ____ day of ____, 20__:

Authorized City Signature; Manager or Designee

Printed Name & Title

EXHIBIT A

SCOPE OF WORK, DELIVERY SCHEDULE & PAYMENT SCHEDULE

Background: The City

Objective/Purpose: The City is seeking technical support to assist with the _____ The purpose of the scope of work is to outline how the Consultant will assist the City in the process.

Summary of Scope of Work/Tasks/Activities: The consultant will handle project management and track project costs to remain within budget.

Consultant will:

-
-
-
-
-

Performance Timeframe: Consultant shall submit the Technical Memorandums for.....

Deliverables:

1. Monthly invoices and progress reports.
2. Consultant will prepare a draft Technical Memorandum presenting a summary of their review.....
3. Consultant will prepare a draft Technical Memorandum presenting a summary of their review comments on the

Additional Performance Expectations: Communicate regularly with City staff via email, phone, and post. Keep City staff informed of progress throughout the work.

Extra Work: The consultant shall not perform Extra Work (work outside of scope specified above) without first negotiating with the City an equitable adjustment of performance time and/or compensation. Extra work performed without the City's express authorization shall not be eligible for additional performance time or compensation.

Fees and payment schedule: The Consultant shall invoice the City monthly for actual time, materials and expenses accrued in the performance of the Scope of Work in accordance with the fee schedule below. The total fees due to the Consultant for the entire scope of work described above shall not exceed \$ _____.

(cut & paste grid from constant's proposal....)

Project Summary, Hours and Fee		EM/SM/GM I	EM/SM/GM I	Labor		Technology 6%	Total
Associates				Hours	Fee		
PROJECT: NPDES Permit Renewal Support							
Task 1	Project Management						
Subtotal, Task 1 (hours)	4	0	4				
Subtotal, Task 1 (\$)	\$ 1,212			\$ 1,212	\$ 73	\$ 1,285	
Task 2	Review Background Information						
Subtotal, Task 2 (hours)	4	0	4				
Subtotal, Task 2 (\$)	\$ 1,212			\$ 1,212	\$ 73	\$ 1,285	
Task 3	Review Applicant Review Draft Permit						
Subtotal, Task 3 (hours)	6	0	6				
Subtotal, Task 3 (\$)	\$ 1,818			\$ 1,818	\$ 109	\$ 1,927	
Task 4	Review Public Notice Draft Permit						
Subtotal, Task 4 (hours)	4	0	4				
Subtotal, Task 4 (\$)	\$ 1,212			\$ 1,212	\$ 73	\$ 1,285	
Task 5	Meetings						
Subtotal, Task 5 (hours)	2	0	2				
Subtotal, Task 5 (\$)	\$ 606			\$ 606	\$ 36	\$ 642	
Task 6	NPDES Permit Implementation Support						
Subtotal, Task 6 (hours)	4	0	4				
Subtotal, Task 6 (\$)	\$ 1,212			\$ 1,212	\$ 73	\$ 1,285	
TOTAL (hours)	24	0	24				
TOTAL (\$)	\$ 7,272			\$ 7,272	\$ 436	\$ 7,708	

Example

EXHIBIT B
COMPLIANCE WITH APPLICABLE LAW
for
PERSONAL SERVICES AGREEMENTS

WHERE APPLICABLE, ALL CONTRACTORS SHALL COMPLY WITH THE FOLLOWING STATUTORILY REQUIRED PROVISIONS:

279A.110 Discrimination in subcontracting prohibited; remedies.

(1) Consultant shall not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(4) Consultant certifies that it has not discriminated and will not discriminate, in violation of subsection (1) of this section, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

279A.112 Requirement to certify that contractor has policy and practice of preventing sexual harassment, sexual assault and discrimination against employees who are members of protected class

(2)(a) Consultant certifies that it has a policy and practice of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.

(b) Consultant may not certify under paragraph (a) of this subsection that the Consultant has a policy and practice of preventing sexual harassment, sexual assault or discrimination against employees who are members of a protected class unless the policy and practice includes, at a minimum:

(A) A written notice to each employee that clearly prohibits and specifies disciplinary measures for conduct that constitutes sexual harassment, sexual assault or discrimination against a member of a protected class.

(B) A clear process that:

(i) Enables an employee that experiences or witnesses conduct that constitutes sexual harassment, sexual assault or discrimination against a member of a protected class to report and stop the conduct; and

(ii) Guides the prospective contractor in responding to a report under sub-subparagraph (i) of this subparagraph, resolving the issues identified in the report and disciplining employees who engage in prohibited conduct.

(C) A regular written procedure for submitting a report under subparagraph (B)(i) of this paragraph that identifies the specific individuals to whom an employee may submit the report and the individuals who have responsibility for resolving issues identified in the report.

(D) A practice of treating as confidential, to the extent permitted by law, any report that an employee makes under subparagraph (B)(i) of this paragraph.

(E) A prohibition against retaliating against an employee who experiences or witnesses, and reports, conduct that constitutes sexual harassment, sexual assault or discrimination against a member of a protected class.

(F) A prohibition against discrimination in providing benefits to an employee or a dependent of the employee based on the employee's membership in a protected class or the membership of the employee's dependent in a protected class.

(G) A prohibition on denying benefits to an employee or a dependent of the employee based solely on the employee's gender identity or the gender identity of the employee's dependent, if the prospective contractor provides health insurance or health care benefits.

(c) Consultant may provide the written notice described in paragraph (b)(A) of this subsection by means of a printed or electronic employee handbook.

279B.020 Maximum hours of labor on public contracts; holidays; exceptions; liability to workers; rules.

(1) Consultant shall pay at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on the following legal holidays:

(A) Each Sunday.

(B) New Year's Day on January 1.

(C) Memorial Day on the last Monday in May.

(D) Independence Day on July 4.

(E) Labor Day on the first Monday in September.

(F) Thanksgiving Day on the fourth Thursday in November.

(G) Christmas Day on December 25.

(2) Consultant shall give notice in writing to employees who perform work under subsection (1) of this section, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

(3) For the purpose of this section, each time a legal holiday, other than Sunday, listed in subsection (1) of this section falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a legal holiday listed in subsection (1) of this section falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

(4) When specifically agreed to under a written labor-management negotiated labor agreement, an employee may be paid at least time and a half pay for work performed on any legal holiday specified in ORS 187.010 and 187.020 that is not listed in subsection (1) of this section.

279B.110 Contractor's Representations and Obligations. Contractor represents, agrees and confirms to City that:

(1) Contractor has the power and authority to enter into and perform this Contract.

(2) This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

(3) Contractor (to the best of Contractor's knowledge), after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

(a). All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318;

(b). Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

(c). Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

(d). Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

(4) Any Goods or Intellectual Property Rights delivered to the City under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assessment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

279B.045 Contractor warranty and covenant concerning tax law compliance. Consultant hereby represents and certifies that the Consultant has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Consultant shall continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract. Consultant's failure to comply with the tax laws of this state or a political subdivision of this state before the Consultant executed the public contract or during the term of the public contract is a default for which City may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

279B.220 Conditions concerning payment, contributions, liens, withholding. Consultant shall:

(1) Make payment promptly, as due, to all persons supplying to the Consultant labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Consultant or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, City or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material. Consultant shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

279B.230 Condition concerning payment for medical care and providing workers compensation.

(1) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Consultant, of all sums that the Consultant agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.

(1)(a) Consultant may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the Consultant shall pay the employee at least time and a half pay for:

(A)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) All overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(B) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020.

(b) Consultant shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(c) Consultant may not prohibit any of the Consultant's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

(2) Consultant shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

(3) For personal services, as described in ORS 279A.055, Consultant shall pay the contractor's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(5)(a) For services, Consultant shall pay employees at least time and a half pay for work the employees perform under the public contract on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) For services, Consultant shall notify in writing employees, either at the time of hire or before work begins on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Consultant may require the employees to work.

279B.270 State contracting agencies to use recovered resources and recycled materials; notice to prospective contractors.

(2) Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

279B.283 Condition concerning use of conflict minerals.

(2)(a) Consultant or an affiliated entity of Consultant shall not use in performing the public contract any conflict minerals.

EXHIBIT C

PERSONAL SERVICES AGREEMENT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the City. During the term of the Agreement, please provide Certificates of Insurance prior to each renewal.

During the term of this Agreement, Consultant shall maintain in force at its own expense all insurance noted below:

(Required) Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$2,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage contractual liability; property damage; personal and advertising injury; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.

(Required, unless Consultant and City initials on line below) Workers Compensation insurance in compliance with ORS 656.017. All employers, including Consultant, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage. Consultant shall ensure that each of its subcontractors complies with these requirements.

Consultant is exempt in accordance with ORS 656.126 (temporary worker from another state) or ORS 656.027 (casual work, independent contractors that are sole proprietors, partnerships or corporations, etc.) City ____ Consultant ____

(Check Here if Required) { } Professional Liability insurance with a combined single limit of not less than \$2,000,000 for each claim, and in the aggregate. This is to cover damages caused by negligent errors, omissions, or acts in the provision of professional services under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

(Check Here if Required){ X } Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$2,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

Notice of Cancellation. There shall be no cancellation of the insurance coverage(s) without 30 days written notice from the insurer(s) to the City, except 10 days' notice will be provided for cancellation due to nonpayment of premium. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its officers, and employees will be Additional Insureds by endorsement, but only with respect to Consultant's operations under this Agreement. This coverage shall be by endorsement physically attached to the certificate of insurance.

Certificates of Insurance. Consultant shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval, which shall not be unreasonably withheld. If requested, copies of insurance policies shall be provided to the City. Consultant shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT D
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

A. CONSULTANT IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below, and certify under penalty of perjury that it is a corporation.

Entity Name

Authorized Corporate Signature

Printed Name & Title

Date

B. CONSULTANT IS INDEPENDENT CONTRACTOR. (Complete Part B **if** Consultant **is** **not** a corporation.)

Independent Consultant Standards. As used in various provisions of ORS Chapters including but not limited to 448, 656, 657, 671, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an “independent Consultant” if the standards of ORS 670.600 are met

Consultant certifies that the Consultant meets the following standards:

1. Consultant is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. Consultant furnishes the tools or equipment necessary for performance of the contracted labor or services.
4. Consultant has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Consultant is made upon completion of the performance or is made on the basis of a periodic retainer.
6. Consultant is registered under ORS Chapter 701, if the Consultant provides labor or services for which such registration is required.

7. Consultant has filed federal and state income tax returns in the name of the business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent Consultant in the previous year.
8. Consultant represent to the public that the labor or services are to be provided by an independently established business as four or more of the following circumstances exist.

(Check four or more of the following:)

- ☐ **A.** The labor or services are primarily carried out at a location that is separate from Consultants residence or is primarily carried out in a specific portion of Consultants residence, which is set aside as the location of the business.
- ☐ **B.** Commercial advertising or business cards are purchased for the business, or Consultant has a trade association membership.
- ☐ **C.** Telephone listing is used for the business that is separate from the personal residence listing.
- ☐ **D.** Labor or services are performed only pursuant to written contracts.
- ☐ **E.** Labor or services are performed for two or more different persons within a period of one year.
- ☐ **F.** Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

If any action is taken by a person or enforcement agency relating to Consultant's independent Consultant status in connection with this Agreement, Consultant shall defend, hold harmless and indemnify the City of Troutdale, its elected and appointed officials, employees, volunteers and agents from any negligent acts, errors or omissions. Consultant shall pay any additional costs incurred by the City in defending such action or incurred as a result of Consultant's negligence. This indemnification is in addition to any indemnification otherwise in this agreement.

Consultant Signature

Date

Printed Name & Title

EXHIBIT E

CONSULTANT DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____

Contact Name: _____ Phone: _____

Email: _____

Address: _____

Social Security #: _____

Federal Tax ID #: _____ State Tax ID #: _____

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship

☐ Partnership ☐ Corporation ☐ Government/Nonprofit ☐ Limited Liability Company

The above information must be provided prior to approving this Agreement. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Consultant to 31 percent backup withholding.

Signed by Consultant:

Signature

Date

Printed Name & Title

Contact Information:

Consultant name

Address

Email

phone