

WOODBURN FIRE PROTECTION DISTRICT #6

REQUEST FOR PROPOSALS (RFP) CONSULTANT FOR ENGINEERING SERVICES JAMES STREET STATION SEISMIC REHABILITATION

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**WOODBURN FIRE PROTECTION
DISTRICT #6**

**REQUEST FOR PROPOSALS (RFP)
CONSULTANT FOR ENGINEERING SERVICES
JAMES STREETSTATION SEISMIC REHABILITATION**

Proposals Due by 4:00 p.m., Wednesday, August 31, 2011

Notice is hereby given that the Woodburn Fire Protection District #6 (Fire District), Oregon, is requesting proposals for engineering services for James St Station Seismic Rehabilitation.

The Fire District desires to enter into a professional services agreement with a qualified consultant to provide engineering services for seismic rehabilitation of James St Station and who can demonstrate established experience in the development and implementation of seismic protection upgrades. Primary components of the project include structural and nonstructural seismic upgrades to correct deficiencies to James St Station. Funding for the project is through Oregon Emergency Management (OEM).

This project will provide a safe and adequate emergency response facility to continue serving the needs of our community after a seismic event. Fire stations are considered essential facilities and must remain in operation after a significant seismic event.

The primary objectives are:

- Provide life safety for staff in the fire station
- Maintain ability for the Fire District to respond to emergencies after a seismic event

The project is comprised of the following four phases:

- Consultant Selection
- Design/Bid
- Construction
- Grant Close Out

The scope of work for design and construction engineering will include, but not be limited to:

- Photographically document pre-construction, construction, and completed conditions of the project
- Collect and review all data necessary for the design
- Prepare an overall design, bid, and construction master project schedule
- Prepare contract documents, final plans, and special provisions
- Provide quality control project documentation during the Construction Phase

The Request for Proposals can be downloaded from the Woodburn Fire District Web site at <http://www.Woodburnfire.com> It is imperative that those who download the solicitation documents check the Web site regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all proposers known by the Woodburn Fire District to have received a complete set of the proposal documents will receive notification when additional items are posted. Please call (503) 982-2360 to be added to the Interested Proposer's list.

Time is of the essence. The grant requires completion of the project by June 1, 2013. Sealed proposals must be received by the Woodburn Fire District, not later than 4:00 p.m., Wednesday, August 31, 2011, addressed to the Woodburn Fire District, Attn: Annie Kirsch, 1776 Newberg Hwy, Woodburn, OR 97071. The outside of the envelopes shall plainly identify the project: "James St Station Seismic Rehabilitation." Facsimile proposals will not be accepted. Proposals received after the designated time and date will be returned unopened.

The Fire District may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the Fire District, and at no cost to the Fire District.

DATED THIS 3rd DAY OF AUGUST 2011

Paul Iverson, Fire Chief

Publish: Daily Journal of Commerce, on Wednesday, August 3, 2011

SECTION 1 - INTRODUCTION AND GENERAL INFORMATION

1.1 INTRODUCTION

The Woodburn Fire Protection District #6 (Fire District) is defined in accordance with provisions of Oregon Revised Statute 478. Woodburn Fire District encompasses seventy fire square miles and includes the Cities of Woodburn and Gervais. A five-member Board of Directors governs the Fire District.

Woodburn Fire District's James St Station, was built in 1975 and remodeled in 2005. The James St Station is a 24-hour emergency response station, with one engine, one pumper-tender and a reserve ambulance.

An ASCE 31 Tier 1 seismic evaluation was conducted of Fire Station 22 in October 2010. This evaluation identified that the station did not meet the immediate occupancy performance objectives. In an effort to address the seismic deficiencies, the Fire District applied for funding through the Oregon Emergency Management Seismic Rehabilitation Grant Program. The Fire District was awarded this grant to address the seismic rehabilitation of James St Station as identified in the Tier 1 seismic evaluation conducted in October 2010.

The objective of requesting proposals for engineering services for the seismic rehabilitation project is for the Fire District to determine who can offer the highest quality of service at a cost representing the best value to the Fire District.

1.2 ISSUING OFFICE AND SUBMITTAL LOCATION

The Fire Chief, or designee, of the Fire District will issue the Request for Proposals document and will be the point of contact for the Fire District for questions, concerns, and protests.

Each Proposer shall provide five (5) total copies of their proposal with one copy marked "ORIGINAL." Proposals must be mailed or hand-delivered to Woodburn Fire District, 1776 Newberg Hwy, Woodburn Oregon by the closing date, Wednesday, August 31, 2011 by 4:00 p.m. The outside of the sealed envelope should state "James St Station Seismic Rehabilitation" and be addressed to the submittal location found below:

Submittal Address & Process Questions:

Woodburn Fire District
1776 Newberg Hwy
Woodburn, OR 97071
Email:
Phone: (503) 982-2360

Technical Questions/Scope of Work:

Paul Iverson, Fire Chief
Phone: (503) 982-2360
E-mail: Paul@woodburnfire.com

Telephone, facsimile, or electronically transmitted Proposals will not be accepted. Proposals received after the specified date and time will not be given further consideration. Proposers submitting Proposals are solely responsible for the means and manner of their delivery, and are encouraged to confirm delivery prior to the deadline.

1.3 RFP SCHEDULE

The Fire District anticipates the following general timeline for receiving and evaluating the proposals and selecting a Firm for this RFP. The Schedule listed below may be changed if it is in the Fire District's best interest to do so.

Phase 1:

Fire District Advertise RFP	August 3, 2011
Mandatory Pre-Proposal Site Visit	August 10, 2011, 8:30 a.m. to 9:30 a.m.
Final Date to Submit Changes/Solicitation Protests	August 24, 2011, 2:00 p.m.
Last Date for Addenda	August 26, 2011
Engineering Consultant Proposal Submittal Date	August 31, 2011, 4:00 p.m.
Consultant Selection Process	September 1, 2011 through September 13, 2011
Notice of Intent to Award	September 21, 2011
Award Engineering Services Contract to Consultant	September 29, 2011

Phase 2:

Design/Bid Project	October 2011 through December 2011
Building Contractor Selection Process	January 2012 through February 2012
Selection and Awarding of Contractor	March 2012

Phase 3: Construction

March 2012 through December 2012

Phase 4: Grant Closeout

January 2013 through May 2013

1.4 CONSULTANT SELECTION PROCESS

The Consultant selection process will consist of a solicitation of proposals from all Consultants interested in providing the required project engineering design and construction services, who feel they have the necessary experience and professional qualifications for the described project.

In responding to this Request for Proposals (RFP), Consultants shall indicate their general interest in the project, overall approach to the work required, and expertise and background and shall identify the key members of the project team, including any subconsultants. In addition, Consultants are asked to provide detailed information regarding the project in order to demonstrate their specific understanding of the project and the knowledge base and experience the firm brings to properly execute the work required. This demonstration of abilities and capabilities should include a description of the intended project approach, including a project schedule.

1.5 CHANGES TO THE SOLICITATION BY FIRE DISTRICT ADDENDA

The Woodburn Fire District reserves the right to make changes to the RFP by written addendum, which shall be issued to all prospective Proposers known to the Woodburn Fire District to have received the Proposal Document.

A prospective Proposer may request a change in the RFP by submitting a written request to the address set forth in Section 1.2. The request must specify the provision of the RFP in question, and contain an explanation for the requested change. All requests for changes or additional information must be submitted to the Woodburn Fire District no later than the date set in the RFP Schedule.

The Woodburn Fire District will evaluate any request submitted, but reserves the right to determine whether to accept the requested change. If in the Fire Chief's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum as stated above. Any addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by Woodburn Fire District managers, employees, or agents to the prospective Proposers shall not bind the Woodburn Fire District.

- a) Addenda will be mailed or delivered to all Interested Proposers known by the Woodburn Fire District to have received the Proposal Document.
- b) No addenda will be issued later than the date set in the RFP Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarification, or revisions of proposals leading to obtaining best offers or best and final offers.
- c) Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the Proposal submittal.

1.6 TRADE SECRETS AND PUBLIC RECORDS LAW

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the Proposal the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the Woodburn Fire District as a result of this RFP.

If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), Proposers must mark each sheet of such information with the following legend: **"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance". Therefore, non-disclosure of Fire District documents or any portion of a Fire District document submitted as part of a Proposal may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the Proposal, material designated as confidential shall accompany the Proposal, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any Proposal marked as a trade secret in its entirety will be considered non-responsive.

1.7 CANCELLATION

The Woodburn Fire District reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the Woodburn Fire District's best interest. In no event shall the Woodburn Fire District have any liability for the cancellation of award.

1.8 LATE PROPOSALS

All Proposals that are not received by the deadline stated in the RFP Schedule will be considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within Woodburn Fire District's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the stated deadline.

1.9 DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the Woodburn Fire District Board of Director's shall be final and binding upon all parties.

1.10 PROPOSER'S REPRESENTATION

Proposers, by the act of submitting their Proposals, represent that:

- a) They have read and understand the Proposal Documents and their Proposal is made in accordance therewith;
- b) They have familiarized themselves with the local conditions under which the work will meet their satisfaction;
- c) Their Proposal is based upon the requirements described in the Proposal Documents without exception (unless exceptions are clearly stated in the response).

1.11 CONDITIONS OF SUBMITTAL

By the act of submitting a response to this Invitation, the Proposer certifies that:

- a) The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the Woodburn Fire District, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.

- b) The Proposer has examined all parts of the Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
- c) The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and that no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
- d) The Proposer has quality experience providing the required goods or services.

1.12 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

- a) Proposers shall promptly notify the Woodburn Fire District of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents.
- b) Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for same to the Fire Chief at the submittal address located in Section 1.2.
- c) The Woodburn Fire District shall make interpretations, corrections, or changes of the Proposal Documents in writing by published Addenda. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.
- d) Should any doubt or difference of opinion arise between the Woodburn Fire District and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the Woodburn Fire District shall be final and binding upon all parties.

1.13 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding Woodburn Fire District services, programs, or personnel, or any other information shall be submitted in writing directly to the Purchasing Coordinator at the address in the Invitation. All requests for additional information shall be submitted in writing. Answers shall be provided to all Proposers of record on the date that answers are available.

1.14 COMPETITION

Respondents are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP, which the respondent believes, will inordinately limit competition.

1.15 SOLICITATION PROTESTS

Any complaints or perceived inequities related to this RFP shall be in writing and directed to the Fire Chief at the address listed in the RFP and shall be received no later than the date listed in the RFP Schedule. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

1.16 AWARD PROTESTS

Any Proposer who claims to have been adversely affected or aggrieved by the selection of a competing Proposer shall have seven (7) calendar days after notification of the selected Proposer to submit a written protest. This written notification must be submitted to the Issuing Office address no later than the date and time listed in the RFP Schedule. No protest against an award will be considered if received after the deadline established for submitting such protest.

1.17 COST OF RFP AND ASSOCIATED RESPONSES

This RFP does not commit the Woodburn Fire District to paying any costs incurred by any Proposer in the submission or presentation of a Proposal, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary. Proposers shall not include any such expenses as part of their Proposals.

1.18 FIRE DISTRICT TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, & REVISIONS

- a) The Woodburn Fire District reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.
- b) The Woodburn Fire District may obtain information from any legal source for clarification of any Proposal or for information on any Proposer. The Woodburn Fire District need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.
- c) The Woodburn Fire District may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the Woodburn Fire District, become part of the public records and may be disclosed accordingly.
- d) The Woodburn Fire District reserves the right to request revisions of proposals after the submission of proposals and before award.
- e) The Woodburn Fire District reserves the right to negotiate revisions to the final contract terms and conditions, as well as price with the successful proposer.

1.19 REJECTION OF PROPOSALS

The Woodburn Fire District reserves the right to reject any or all Proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- a) Failure of the Proposer to adhere to one or more of the provisions established in this RFP.
- b) Failure of the Proposer to submit a Proposal in the format specified herein.
- c) Failure of the Proposer to submit a Proposal within the time requirements established herein.
- d) Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The Woodburn Fire District may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding of the Woodburn Fire District that it is in the public interest to do so.

1.20 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

- a) A Proposal may not be modified, withdrawn, or canceled by the Proposer for 60 (sixty) calendar days following the time and date designated for the receipt of Proposals.
- b) Proposals submitted early may be modified or withdrawn only by notice to the Woodburn Fire District Fire Chief, at the Proposal submittal location, prior to the time designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. All such communications shall be so worded as not to reveal the amount of the original Proposal or any other material contents of the original Proposal.
- c) Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.
- d) The Woodburn Fire District reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

1.21 PROPOSAL OWNERSHIP

- a) All Proposals submitted become and remain the property of the Woodburn Fire District and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.

- b) Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the Woodburn Fire District shall make available to any person requesting information through the Woodburn Fire District's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any Proposer to do so after the Notice of Intent to award has been released.

1.22 DURATION OF PROPOSAL

Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

1.23 AFFIRMATIVE ACTION / NONDISCRIMINATION

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. The Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

1.24 RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.120 and ORS 279A.125, requires public contracting agencies, in determining the lowest responsible Proposer, to add a percent increase to each out-of-state Proposer's bid price which is equal to the percent of preference given to local Proposers in the Proposer's home state. That is, if the low Proposer is from a state that grants a 10 percent preference to its own in-state Proposers, the Oregon Agency must add 10 percent to that Proposer's price when evaluating the bid.

For details, check Oregon's Reciprocal Preference Law Web site
at: <http://egov.oregon.gov/DAS/PFSS/SPO/reciprocal.shtml>

Proposers in need of any assistance in the application of this law should contact the State Procurement Office:

State of Oregon Department of
Administrative Services State
Procurement Office 1225 Ferry
Street SE, U-140
Salem, OR 97301-4285
Telephone: 503-378-4642

SECTION 2 - SCOPE OF WORK

2.1 SCOPE OF WORK REQUIREMENTS

The Woodburn Fire Protection District #6 (Fire District) is defined in accordance with provisions of Oregon Revised Statute 478. Woodburn Fire District encompasses seventy fire square miles and includes the Cities of Woodburn and Gervais. A five-member Board of Directors governs the Fire District.

Woodburn Fire District's James St Station was built in 1975 and remodeled in 2005. The James St Station is a 24-hour emergency response station, with one engine, one pumper-tender and a reserve ambulance.

An ASCE 31 Tier 1 seismic evaluation was conducted of Fire Station 22 in October 2010. This evaluation identified that the station did not meet the immediate occupancy performance objectives. In an effort to address the seismic deficiencies, the Fire District applied for funding through the Oregon Emergency Management Seismic Rehabilitation Grant Program. The Fire District was awarded this grant to address the seismic rehabilitation of Fire Station 22 as identified in the Tier 1 seismic evaluation conducted in October 2010.

The objective of requesting proposals for engineering services for the seismic rehabilitation project is for the Fire District to determine who can offer the highest quality of service at a cost representing the best value to the Fire District.

Items of work to be addressed shall include, but is not limited to:

2.2 MANDATORY SITE VISIT

A mandatory site visit is scheduled for 8:30 a.m. and should take less than one hour on Wednesday, August 10, 2011, at the project site, James St Station, 1640 James St, Woodburn, Oregon 97071.

2.3 STATE OF OREGON EMERGENCY MANAGEMENT GRANT AGREEMENT (GRANT # SRGP11E217)

The Grant Agreement the Woodburn Fire District (Subgrantee) executed with the State of Oregon, Oregon Emergency Management (Grantee) is available online at <http://www.Woodburnfire.com>. The successful Consultant shall comply with all provisions and requirements set forth in the agreement.

2.4 FIRE STATION 22 AS-BUILT DRAWINGS

As-built drawings of the original building and the remodel are available for review. These drawings may be examined online at <http://www.Woodburnfire.com>

2.6 BUDGET

The Fire District has state grant and required matching funds in the amount of \$310,000.00 for the entire James St Station Seismic Rehabilitation project.

2.7 DESIGN ENGINEERING

The Consultant needs to perform a thorough on-site review of the existing conditions. The Fire District will provide the Consultant with any available project materials and information the Consultant requests that would be beneficial to the design of the improvements. The Consultant shall complete the project design and produce the final plans and specifications, including special provisions, in order to meet the general schedule outlined in Section 1.3.

Services anticipated should include, but not be limited to, the following:

- Photographically document pre-construction conditions of the project.
- Collect and review all data necessary for the design of the project. Obtain all required information needed for design engineering, utility locations, identification of obstructions.
- Meet with Fire District representative staff members during initial walk-through of the building prior to developing specific recommendations, alternatives, and concepts for the seismic project.
- Coordinate and conduct meetings with Fire District staff as needed and required.

- Coordinate work and related project issues with the Fire District and other public agencies.
- Secure construction permits required for the project.
- Prepare an overall design, bid, and construction master project schedule.
- Conduct site observations as necessary.
- Consultant shall utilize accepted design standards for fire stations and essential facilities as approved by the Fire Chief.
- Prepare contract documents, final plans, and special provisions, for the project. Construction drawings shall be prepared using the AutoCAD computer format.
- Provide final plans, specifications and engineer's estimate by December 1, 2011.
- Answer bidders' technical questions during construction bidding phase.
- Prepare any required addenda during construction bid process.

Regular project meetings shall be arranged by the Consultant at all significant project milestones, such as at the beginning of the design phase, and at 30-percent, 60-percent, and 90-percent completion milestones. All construction documents shall be prepared in AutoCAD computer format.

The Fire District will make available to the Consultant any and all relevant project documents as requested. At all times, the Fire District will do its utmost to provide timely responses regarding all project issues and questions that might arise.

The Fire District will advertise the construction project and distribute the construction bid documents.

2.8 CONSTRUCTION CONTRACT ADMINISTRATION

The requirement of the Construction Contract Administration phase includes quality control and project documentation. Construction Contract Administration shall include all services required for construction of improvements to James St Station in accordance with the plans and specifications:

- Photographically document construction and completed conditions of the project.
- Organize and administer a pre-construction meeting and follow-up meetings as necessary.
- Administer regular project progress meetings, as necessary for coordinating overall project progress with the Fire District and the Contractor.
- Provide structural observations and special inspections required of construction as described in the Oregon Structural Specialty Code and prepare field reports documenting findings.
- Review and approve project shop drawings and submittals.
- Proactively address issues as they arise during construction of the improvements. Enforce and defend contract documents, construction drawings, and specifications.
- Review and respond to any design interpretation requests submitted by the contractor.
- Assist the Fire District in preparing any needed change orders for the project.
- Review and approve construction progress payments for the project.
- Produce computer-based AutoCAD "As-Built" record drawings and digital file copies to the Fire District.
- Conduct final inspection and prepare a completion punch list for the improvements.

SECTION 3 - PROPOSAL AND PROPOSER REQUIREMENTS

3.1 GENERAL INFORMATION

Each proposal will be judged on its completeness and quality of its content - refer to Section 4, which provides the evaluation criteria and the evaluation scoring that will be used. The Fire District reserves the right to reject any or all proposals, cancel the RFP if in the public's best interest, and is not liable for any costs the Consultant incurs while preparing or presenting the proposal. All proposals will become part of the public file, without obligation to the Fire District. Upon the completion of the evaluations, the Fire District intends to negotiate a contract with that Consultant whose proposal is deemed to be most advantageous to the Fire District.

3.2 SUBMITTAL OF PROPOSALS

In order to be considered for this Project, each Proposer must provide five (5) total copies of their proposal; one copy should be marked "ORIGINAL," and mailed or hand-delivered Woodburn Fire District, 1776 Newberg Hwy, Woodburn Oregon. All proposals must arrive at Woodburn Fire District on or before the listed due date and time. A corporate officer who has been authorized to make such a commitment must sign the proposals. Proposals shall be submitted in a sealed envelope, with the words "James St Station Seismic Rehabilitation RFP" clearly written on it. The document shall be addressed and delivered to the submittal location identified in Section 1.2.

3.3 PROPOSAL FORMAT

Each proposal must include, at a minimum, the items listed in Section 3.8, as applicable. Proposals not including this information may be considered non-responsive to this request and will not be evaluated. Proposals shall be printed double-sided, on recycled paper, and prepared in a simple, economical manner, without stiff binders or covers, fastened in the top left-hand corner, with the sections tabbed to match those in the RFP, and with all pages numbered within each section.

The proposal shall be prepared succinctly, providing a straight forward, concise description of the Proposer's ability to meet the requirements of the RFP. There should be no unnecessary attachments or exhibits. Fire District reserves the right to reject Proposals that are deemed illegible or too difficult to read.

3.4 PROPOSER REPRESENTATIONS

The Proposer further agrees to the following:

- a) To examine the scope of services and conditions thoroughly.
- b) To provide for appropriate insurance, deposits, and bonds, if required.
- c) To comply fully with the scope of services for the agreed contract.
- d) That any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

3.5 KEY PERSONNEL

The selected Proposer shall assign a Project Manager acceptable to the Fire District who will represent the Proposer in providing James St Station Seismic rehabilitation to the Fire District. If the Project Manager is removed by the Proposer, the new Manager should be acceptable to the Fire District's Fire Chief. Proposer will provide Fire District with a Manager who has experience with the Proposer's company and services.

3.6 PARTNERSHIP/JOINT VENTURE - RESPONSES

If Proposer is a partnership or joint venture, information must be provided for each partner or joint venturer, and each partner or joint venturer must sign the Proposal and any contracts on behalf of both itself and the Proposer, and each will be jointly and severally liable.

3.7 PROPOSAL FORMAT AND REQUIREMENTS

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Proposer to mislead the Fire District, may disqualify the Proposer. Each Proposer shall describe their qualifications and commitment to providing the required scope of services and a clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the Proposal.

3.8 PROPOSAL CONTENT - MANDATORY

- a) **Introductory Letter** - Consultant shall include an introductory letter and expression of interest in the project. Consultant should indicate a willingness to enter into a contract with the Fire District based on the terms and conditions contained in the Fire District's standard contract contained in Attachment A and meet the requirements of this RFP. The introductory letter shall also name the person(s) authorized to represent the Consultant in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter shall be signed by an authorized representative of the Consultant. Please include email address and telephone and fax numbers.
- b) **Project Understanding and Approach** - Consultant should list and describe the significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions. Include various general and/or specific engineering tasks the Consultant views important for prudent management and sequencing of the tasks required for a successful project.
- c) **Demonstration of Previous Relevant Project Work** - Consultant should provide examples of relevant project experience and successful completion of similar projects by the proposed project team. The listing and response for this item should include at least three references (including contact names, telephone numbers, and email addresses) and should also address the following:
 - Similar projects, by type and location, which have been performed preferably within the last five years that best characterize the proposed project team's work quality, ability to meet established budgets and timelines, and other successful project results.
 - Relevant professional capabilities demonstrated on other engineering projects.
 - Qualification and commitment to provide construction-related, quality-assurance/quality-control procedures.

The references presented should include those for the proposed project manager, lead design engineer, construction manager, and any other team members who will have substantial and significant project responsibilities.

- d) **Project Team** - Consultant should provide:
 - Names of team members who will be performing the work on this project, their responsibilities, and estimate of percent of total project days they will be assigned.
 - Project Manager's experience with similar projects and interdisciplinary teams.
 - Current assignments and location of all important team members.
 - Qualifications and relevant experience of all team members for all phases of the project.
 - Names, qualifications, relevant experience, and work to be performed of subconsultants.
 - Staffing availability to perform the work for the duration of the contract.

It is the Fire District's expectation that the project team presented in the proposal shall be the team used once the project is initiated. If unforeseen circumstances require a deviation from the proposed project team, the Fire District reserves the right to review the proposed replacement. The Fire District will then either approve the change or request that a different replacement be proposed. If an agreement cannot be reached, the Fire District reserves the right to terminate the contract.

- e) **Project Staffing Requirements and Schedule** - Consultant shall prepare and present, as detailed as possible, a project schedule and phasing of the work.

Based on the proposed project schedule, Consultant shall submit a complete estimate of the staffing requirements for the project. This estimate shall list the project tasks, the persons performing those tasks, and the estimated hours or days required to complete the work involved for each major task category. Key project staff previously identified as being necessary to achieve a successful project needs to be highlighted. It should be emphasized that this staffing information should represent a true and realistic appraisal of the total amount and type of engineering services required. If selected proposer is out-of-state, provide additional information on how the project would be managed locally.

3.9 CONSULTANT SELECTION

The Fire District anticipates the following general timeline for receiving and evaluating the proposals, selecting a Consultant, and completing contract negotiations:

Fire District Advertise RFP	August 3, 2011
Mandatory Pre-Proposal Site Visit	August 10, 2011, 8:30 a.m. to 9:30 a.m.
Final Date to Submit Changes/Solicitation Protests	August 24, 2011, 2:00 p.m.
Last Date for Addenda	August 26, 2011
Engineering Consultant Proposal Submittal Date	August 31, 2011, 4:00 p.m.
Consultant Selection Process	September 1, 2011 through September 13, 2011
Notice of Intent to Award	September 21, 2011
Award Engineering Services Contract to Consultant	September 29, 2011

At the Fire District's discretion, the above timeline is subject to change. The Fire District intends to select a Consultant that best meets Fire District expectations for providing expert project services and to negotiate a Consultant services contract. For general reference and information, the Fire District's standard agreement for professional engineering services is included in Attachment A. This attachment provides the basis for a professional engineering services agreement to be negotiated and finalized with the successful Consultant. Note that the Fire District anticipates that the selection of a Consultant will be exclusively based on the proposals submitted. However, as previously indicated, if additional information is needed, the Fire District may choose to interview some or all of the Consultants.

Should contract negotiations not be successful with the selected Consultant, the Fire District intends to negotiate with the next most qualified Consultant.

3.10 ADDITIONAL ATTACHMENTS REQUIRED

- a) DECLARATION OF INDEPENDENT CONTRACTOR STATUS (ATTACHMENT B)

- b) ADDENDA - All addenda of this RFP should be submitted as part of the Proposal response. Receipt of each addendum shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer should ascertain, prior to submitting a Proposal, that the Proposer has received all addenda issued by the Woodburn Fire District. Addenda are posted on the Woodburn Fire District web site www.Woodburnfire.com

SECTION 4 - PROPOSAL SELECTION AND EVALUATION

4.1 EVALUATION CRITERIA

A selection review committee will be appointed to evaluate all proposals. The Fire District reserves the right to seek clarification of each proposal. The committee will evaluate and rank the proposals using the criteria described below. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process. At the Fire District's option, if unable to make a selection after evaluating the proposals, interviews may be conducted with all or a select few of the RFP Consultants.

The goal of the evaluation process is to select that firm believed to best meet the Fire District's expectations for background, qualifications, and staff experience capable of providing consultant engineering service for seismic rehabilitation of James St Station. Each proposal will be judged as to the extent that it demonstrates the Consultant's qualifications and understanding of the services requested and required, and the staffing proposed to meet the project goals and schedule. Evaluation factors and the maximum points to be awarded will be as follows:

<u>Criteria</u>	<u>Maximum Score</u>
• Attend Mandatory Site Visit	Pass/Fail
• Introductory Letter	Pass/Fail
• Project Understanding and Approach	35
• Demonstration of Previous Relevant Project Work	35
• Proposed Project Team	20
• Project Staffing Requirements and Schedule	10
TOTAL:	100

4.2 INTRODUCTORY LETTER

Consultant shall include an introductory letter and expression of interest in the project. Consultant should indicate a willingness to enter into a contract with the Fire District based on the terms and conditions contained in the Fire District's standard contract contained in Attachment A and meet the requirements of this RFP. The introductory letter shall also name the person(s) authorized to represent the Consultant in any negotiations and the name and title of the person(s) legally authorized to sign any contract that may result. The letter shall be signed by an authorized representative of the Consultant. Please include email address and telephone and fax numbers.

4.3 PROJECT UNDERSTANDING AND APPROACH

This evaluation component will allow the Fire District to assess the Consultant's understanding of the professional services that are requested and that need to be provided for a successful project. In that regard, does Consultant present a clear and concise understanding of the overall project and its objectives based on the available information? Consultant should list and describe the significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions. Include various general and/or specific engineering tasks the Consultant views are important for prudent management and sequencing of the tasks required for a successful project.

4.4 DEMONSTRATION OF PREVIOUS RELEVANT PROJECT WORK

Consultant should demonstrate completion of previous work that provides examples of relevant project experience by the proposed project team. Consultant should be prepared to demonstrate successful completion of related or similar projects. The listing and response for this item should include at least three references (including contact names, telephone numbers, and email addresses). The Fire District may contact all references provided. Consultant should also address the following:

- Similar projects, by type and location, which have been performed preferably within the last five years that best characterize the proposed project team's work quality, ability to meet established budgets and timelines, and other successful project results.
- Other relevant professional capabilities demonstrated on other engineering projects.
- Qualification and commitment to provide construction-related, quality-assurance/quality-control procedures.

The references presented should include those for the proposed project manager, lead design engineer, construction manager, and any other team members who will have substantial and significant project responsibilities.

4.5 PROJECT TEAM

A capable, dedicated project team is crucial to any successful project. The Consultant's team needs to be identified, along with its full capabilities relevant to the project at hand. The team shall also include and clearly identify the use and specific tasks to be performed by any subconsultants. The basic question is how well the team's qualifications and experience relate to the requested services. Information to be provided includes:

- Names of team members who will be performing the work on this project, their responsibilities, and estimate of percent of total project days they will be assigned.
- Project Manager's experience with similar projects and interdisciplinary teams.
- Current assignments and location of all important team members.
- Qualifications and relevant experience of all team members for all phases of the project.
- Qualifications and relevant experience of subconsultants.
- Staffing availability to perform the work for the duration of the contract.

It is the Fire District's expectation that the project team presented in the proposal shall be the team used once the project is initiated. If unforeseen circumstances require a deviation from the proposed project team, the Fire District reserves the right to review the proposed replacement. The Fire District will then either approve the change or request that a different replacement be proposed. If an agreement cannot be reached, the Fire District reserves the right to terminate the contract.

4.6 PROJECT STAFFING REQUIREMENTS AND SCHEDULE

Consultant shall prepare and present, as detailed as possible, a project schedule and phasing of the work. Based on the proposed project schedule, Consultant shall submit a complete estimate of the staffing requirements for the project. This estimate shall list the project tasks, the persons performing those tasks, and the estimated hours or days required to complete the work involved for each major task category. Key project staff previously identified as being necessary to achieve a successful project needs to be highlighted. It should be emphasized that this staffing information should represent a true and realistic appraisal of the total amount and type of engineering services required.

4.7 COST

In accordance with ORS 279C.110, costs will not be used as the basis for selecting a Consultant.

4.8 OPTIONAL INTERVIEWS

At the Fire District's option, if unable to make a selection after evaluating the proposals, interviews may be conducted with all or a select few of the RFP Consultants. In general, interviews would be used to address questions the Fire District has regarding content in the Consultants' proposal.

SECTION 5 - CONTRACT REQUIREMENTS

The successful Consultant will be required to enter into a professional services contract with the Fire District. A sample professional services agreement is shown in Attachment A. This RFP and the consultant's final proposal will be included in, and will be a part of, the contract.

The successful Consultant must be covered by Workers' Compensation Insurance, which will extend to and include work in Oregon. The successful Consultant must also submit documents addressing general liability insurance, automobile and collision insurance, professional liability insurance, and indication there is no conflict of interest on the part of the Consultant's submission of a proposal for the engineering services being solicited under this RFP.

Payment for any contract entered into as a result of this RFP will be made monthly upon receipt and approval of the Consultant's billing statement for work satisfactorily completed to date, as defined in the Engineering Services Agreement. The statement must include a summary of progress made through the billing date. Billings should not be submitted more frequently than once a month.

SECTION 6 - AVAILABLE SUPPORT DOCUMENTATION

The following support documents are located on the Woodburn Fire District web site.

<http://www.Woodburnfire.com>

- REQUEST FOR PROPOSAL (RFP), CONSULTANT FOR ENGINEERING SERVICES, JAMES ST STATION SEISMIC REHABILITATION
- ATTACHMENT A, PERSONAL SERVICES AGREEMENT
- STATE OF OREGON EMERGENCY MANAGEMENT GRANT AGREEMENT (GRANT # SRGP11E217)
- JAMES ST STATION AS-BUILT DRAWINGS

ATTACHMENT "A" - SAMPLE PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the Woodburn Fire Protection District #6, as defined by ORS 478 (hereinafter referred to as "DISTRICT"), and _____, a _____ (hereinafter referred to as "CONSULTANT").

WHEREAS, DISTRICT needs certain professional consultant services; and

WHEREAS, DISTRICT wants to engage CONSULTANT to provide these services by reason of its qualifications and experience; and

WHEREAS, CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein,

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 – SCOPE OF SERVICES

The Scope of Work to be performed by CONSULTANT under this Agreement is described in Exhibit A, which is attached to this Agreement. Additionally, CONSULTANT's proposal in response to _____ is incorporated by reference and are a part of this Agreement as if fully set forth.

SECTION 2 – DUTIES OF CONSULTANT

A. CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

B. CONSULTANT represents that it is qualified to furnish the services described in this Agreement.

C. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform its services.

D. It is understood that _____ will be designated by CONSULTANT as the person providing services to DISTRICT under this Agreement and that this designated person shall not be replaced without DISTRICT's approval.

SECTION 3 – DUTIES OF THE DISTRICT

A. DISTRICT shall provide CONSULTANT the pertinent information regarding DISTRICT's requirements for the Project.

B. DISTRICT shall examine documents submitted by CONSULTANT and shall render decisions promptly, to avoid unreasonable delay in the progress of CONSULTANT'S work.

C. DISTRICT certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

D. The contact person on the Project for DISTRICT is designated as the Fire Chief or assigned delegate. DISTRICT shall provide written notice to CONSULTANT if DISTRICT changes its contact person.

SECTION 4 – TERM

The services to be performed under this Agreement shall commence upon execution of the Agreement by both parties and be completed on or before _____.

SECTION 5 – PAYMENT

Payment shall be made by DISTRICT to CONSULTANT only for services rendered and upon submission of a payment request and DISTRICT approval of the work performed.

In consideration for the full performance of the services set forth in Exhibit A, DISTRICT agrees to pay CONSULTANT a fee not to exceed \$_____. Compensation shall be only for actual hours worked on the Project, at the rates specified in Exhibit B, and related direct expenses. CONSULTANT shall furnish with each bill for services an itemized statement showing the amount of services devoted to the Project by CONSULTANT as well as any agents or employees of CONSULTANT and any direct expenses.

Section 6 – TERMINATION

Without limitation to such rights or remedies as DISTRICT shall otherwise have by law, DISTRICT shall have the right to terminate this Agreement or suspend work on the Project for any reason upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

SECTION 7 – OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of the DISTRICT, whether the Project for which they are made is executed or not.

SECTION 8 – CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement shall be considered as confidential by CONSULTANT until they are released by DISTRICT to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or DISTRICT without the written consent of DISTRICT before any such release.

SECTION 9 – INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 – CONSULTANT'S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor, under control of DISTRICT as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of DISTRICT while providing services under this Agreement.

Section 11 – Indemnity

CONSULTANT agrees to hold harmless and indemnify DISTRICT, its officers and employees from and against any and all claims, loss, liability, damage, and expense arising from the negligent, or claimed negligent, performance of this Agreement by CONSULTANT, its officers or employees. CONSULTANT agrees to defend DISTRICT, its officers or employees against any such claims. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of DISTRICT.

Section 12 – Insurance

CONSULTANT shall provide and maintain:

A. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence.

B. Automobile Liability Insurance, occurrence form, with a limit of not less than \$1,000,000.00 for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers Compensation in at least the minimum statutory limits.

D. All insurance shall:

1. Include DISTRICT as an additional insured with respect to this Agreement and the performance of services in this Agreement.
2. Be primary with respect to any other insurance or self-insurance programs of DISTRICT.
3. Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to DISTRICT.
4. No changes in insurance may be made without the written approval of DISTRICT.

SECTION 13 – NONASSIGNABILITY

Both parties recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of DISTRICT.

SECTION 14 – RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that DISTRICT relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to perform the work. The acceptance of CONSULTANT'S work by DISTRICT does not operate as a release of CONSULTANT from said obligation.

SECTION 15 –WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement of any applicable law or ordinance.

SECTION 16 – STATE PUBLIC CONTRACT PROVISIONS

All requirements of ORS Chapters 279, 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

A. If CONSULTANT fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, DISTRICT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONSULTANT by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the CONSULTANT or its surety from its obligation with respect to any unpaid claims.

B. CONSULTANT and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. CONSULTANT shall ensure that each of its subcontractors, if any, complies with these requirements.

C. CONSULTANT shall, upon demand, furnish to the DISTRICT, written proof of workers' compensation insurance coverage. CONSULTANT is required to submit written notice to the DISTRICT thirty (30) days prior to cancellation of said coverage.

D. CONSULTANT shall use recyclable products to the maximum extent economically

feasible in the performance of the contract.

E. CONSULTANT is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.

F. CONSULTANT agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. CONSULTANT agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of CONSULTANT’s obligations under this Contract.

G. CONSULTANT shall:

G.1 Make payment promptly, as due, to all persons supplying to the CONSULTANT labor and material for the prosecution of the work provided for in the contract documents;

G.2 Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;

G.3 Not permit any lien or claim to be filed or prosecuted against the DISTRICT on account of any labor or material furnished; and

G.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

H. The CONSULTANT shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.

I. The CONSULTANT shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).

J. An employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

K. CONSULTANT will comply with 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.

SECTION 17 – ATTORNEY FEES

In the event a suit or action is instituted to enforce any right guaranteed pursuant to this Agreement, the prevailing party shall be entitled to, in addition to the statutory costs and disbursements, reasonable attorney fees to be fixed by the trial and appellate courts respectively.

SECTION 18 – NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

Woodburn Fire District: 1776 Newberg Hwy Woodburn, OR 97071	TO CONSULTANT: _____ _____ _____
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SECTION 19 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated Agreement between DISTRICT and

CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both DISTRICT and CONSULTANT.

SECTION 20 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, DISTRICT and CONSULTANT have executed this Agreement the day and year written.

WOODBURN FIRE DISTRICT:

CONSULTANT:

By:
Paul Iverson

By: _____

Title: Fire Chief

Title: _____

Date: _____

Date: _____