

CITY OF MONMOUTH

**REQUEST FOR PROPOSALS
TO PROVIDE DESIGN AND ENGINEERING SERVICES
FOR MAIN STREET PARK FOUNTAIN AND SPLASH PLAY AREA**

**Date Due: June 25, 2010
Time Due: 4:00 p.m., local time**

**Monmouth City Hall
Attn: Community Development Director
151 Main Street W.
Monmouth, Oregon 97361**

TABLE OF CONTENTS

SECTION 1 GENERAL INFORMATION

- 1.1 Request for Proposal
- 1.2 Compliance with Rules
- 1.3 Schedule of Request for Proposal Events
- 1.4 Official Contacts
- 1.5 Proposal Due Date
- 1.6 Proposal Withdrawal
- 1.7 Cancellation, Delay or Suspension of Solicitation; Rejection or Proposals
- 1.8 Irregularities
- 1.9 Incurred Costs
- 1.10 Ownership of Documents
- 1.11 Confidentiality of Information
- 1.12 Public Record
- 1.13 Equal Opportunity Policy for Contractors
- 1.14 Independent Contractor
- 1.15 Insurance Requirements
- 1.16 Compliance with Laws
- 1.17 Tax Certification

SECTION 2 PROPOSAL FORM AND CONTENT

- 2.1 Proposal Submittal
- 2.2 Proposal Form and Content
 - 2.2.1 Letter of Transmittal
 - 2.2.2 Table of Contents
 - 2.2.3 Executive Summary
 - 2.2.4 Statement of Understanding
 - 2.2.5 Proposed Team Member Qualifications
 - 2.2.6 References
 - 2.2.7 Additional Information
 - 2.2.8 Fee Schedule

SECTION 3 EVALUATION / SELECTION OF PROPOSALS

- 3.1 Evaluation Criteria
- 3.2 Clarifications
- 3.3 Interviews
- 3.4 Method of Selection
- 3.5 Notice of Intent to Award
- 3.6 Agreement

SECTION 4 BACKGROUND AND PROPOSED SCOPE OF WORK

- 4.1 Background
- 4.2 Design and Engineering Services
- 4.3 Desired Characteristics
- 4.4 Proposed Scope of Work
 - 4.4.1 Task 1 Fountain Assessment
 - 4.4.2 Task 2 Meetings
 - 4.4.3 Task 3 Design Plans
 - 4.4.4 Deliverables and Format
 - 4.4.5 Timeline

ATTACHMENTS

- A. Design and Engineering Services Contract

Advertisement

CITY OF MONMOUTH DESIGN AND ENGINEERING SERVICES FOR MAIN STREET PARK FOUNTAIN AND SPLASH PLAY AREA REQUEST FOR PROPOSALS

The City of Monmouth invites qualified individuals or firms to submit proposals to provide **design and engineering services for the Main Street Park fountain and splash play area** as described in scope of work contained in the Request for Proposals. The intent is to select one individual or firm to provide services to design the fountain and splash play area. Sealed proposals, in writing, will be received by Mark Fancey, Community Development Director, City of Monmouth, 151 Main Street W., Monmouth, Oregon 97361, until June 25, 2010 at 4:00 p.m. local time. Facsimile or electronically transmitted proposals will not be accepted.

The complete Request for Proposals may be obtained from Mark Fancey at the address above, or by e-mail at mfancey@ci.monmouth.or.us, or by calling 503-751-0147. The Request for Proposals can also be obtained from the City of Monmouth's website www.ci.monmouth.or.us.

The City of Monmouth's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, age, marital status, handicap, or political affiliation.

Publish: May 26, 2010 through June 3, 2010

SECTION 1 GENERAL INFORMATION

1.1 Request for Proposal

The City of Monmouth invites qualified individuals or firms to submit proposals for design and engineering services as described in the scope of work in Section 4 of this Request for Proposal (RFP).

1.2 Compliance with Rules

Proposers responding to this RFP must follow the procedures and requirements stated within this RFP. Adherence to the Oregon public contracting law, applicable administrative rules and the procedures and requirements of this RFP will ensure a fair and objective analysis of proposals. Failure to comply with or complete any part of this RFP may result in rejection of proposal.

1.3 Schedule of Request for Proposal Events

RFP advertised May 26 2010
Proposals due June 25, 2010
Review & rank proposals June 30, 2010
Notice of intent to award July 6, 2010
Negotiate contract complete July 14, 2010
Final Council approval July 20, 2010

1.4 Official Contacts

Questions regarding this RFP must be directed to:

Mark Fancey, Community Development Director
City of Monmouth
151 Main Street W.
Monmouth, Oregon 97361
Phone: 503-751-0147
Fax Number: 503-838-0725
Email Address: mfancey@ci.monmouth.or.us

1.5 Proposal Due Date

One original (1) and six (6) copies of the proposal must be delivered to Mark Fancey, Community Development Director, City of Monmouth, 151 Main Street W., Monmouth, Oregon 97361, no later than June 25, 2010 at 4:00 p.m., local time. Proposals should be marked “RFP for Main Street Park Fountain and Splash Play Area Design and Engineering Services.” Facsimile or electronically transmitted proposals will not be accepted. Late proposals will be kept by the City, but not considered for award. Proposals must be sealed and clearly addressed and marked with the RFP title.

1.6 Proposal Withdrawal

Any proposal may be withdrawn at any time. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

1.7 Cancellation, Delay or Suspension of Solicitation; Rejection of Proposals

The City may cancel, delay or suspend this solicitation if in the best interest of the City as determined by the City. The City may reject any or all proposals, in whole or in part, if in the best interest of the City as determined by the City. The City reserves the right to reject any or all proposals not in compliance with public bidding procedures.

1.8 Irregularities

The City reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

1.9 Incurred Costs

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal. The City is not liable for any cost incurred by a proposer in protesting the City’s selection decision.

1.10 Ownership of Documents

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

1.11 Confidentially of Information

All information and data furnished to the proposer by the City and all other documents to which the proposer’s employees have access during the preparation and submittal of the proposal shall be treated as confidential to the City to the extent permitted by law. Any oral or written disclosure to unauthorized individuals is prohibited.

1.12 Public Record

All proposals and information submitted by proposals are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

1.13 Equal Opportunity Policy For Contractors

The City of Monmouth requires all Proposers to comply with equal opportunity policies. The City of Monmouth's programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, age, marital status, handicap, or political affiliation. A copy of the City's policy is available upon request.

1.14 Independent Contractor

The individual or firm shall be recognized by both parties as an "independent contractor(s)." All persons employed by the firm to furnish services in accordance with any contract resulting from this RFP will be employees (or subcontractors) of the firm and not the City.

1.15 Insurance Requirements

The City of Monmouth requires the following insurance coverage. Professional Liability Insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages satisfactory to the City. This insurance shall include personal and advertising injury liability, products liability, and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$300,000 for each job site or location. Coverage may be written in combination with Automobile Liability Insurance. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. All insurance policies will name the City as an additional insured. Proposer will provide City with a Certificate of Insurance for all policies, which Certificate will provide that insurance may not be cancelled or amended without 30 days written notice to City.

1.16 Compliance with Laws

The successful proposer shall comply with all applicable federal, state, and local statutes, ordinances, administrative rules, regulations, and other legal requirements in performance of this Contract, including but not limited to ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235 which are incorporated herein. Pursuant to ORS 279A.120(2)(a), proposer shall use products that have been manufactured in Oregon, provided that price, fitness, availability, and quality are otherwise equal. Proposer shall not provide or offer

to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Contract in violation of ORS Chapter 244.

1.17 Tax Certification

The proposal must include the proposer's certification of compliance with Oregon tax laws in accordance with ORS 305.385.

SECTION 2

PROPOSAL FORM AND CONTENT

2.1 Proposal Submittal

Proposals shall provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. All pages of the proposal must be numbered consecutively. The proposal shall not exceed fifteen (15) pages in length. Resumes and licenses shall not count against this page limit. The proposal must be organized in accordance with the list of proposal contents.

2.2 Proposal Form and Content

Proposals should include the following items addressing the scope of work in Section IV. All items must fall within the maximum page count. Proposal and cost schedule shall be valid and binding for sixty (60) days following the proposal due date and will become part of the contract that is negotiated with the City.

2.2.1 Letter of Transmittal

All proposals must include a cover letter addressed to Mark Fancey, Community Development Director, and signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. The cover letter must include name, address, and telephone number of the proposer submitting the Proposal and name, title, address, telephone number, FAX number and email address of the person, or persons to contact who are authorized to represent the proposer and to whom correspondence should be directed.

2.2.2 Table of Contents

Include a clear identification of the material by section and by page number.

2.2.3 Executive Summary

The proposer may use this section to introduce the Proposal or to summarize the key provisions of the Proposal and qualifications of the proposer.

2.2.4 Statement of Understanding

The proposer shall include a detailed statement of understanding of the services to be provided. If there are services listed in this RFP that you will not be able to provide, describe those services in this section.

2.2.5 Proposed Team Member Qualifications

- a. Describe the background and history in design and engineering of parks facilities in general and fountains or water features specifically.
- b. Provide a statement describing the capability of your project team to perform services outlined in the scope of work within the proposed timeline.
- c. Please provide two (2) examples of fountains or water features that you have successfully created for public agency clients.
- d. Please list all required licenses and certifications held by team members.
- e. Describe experience working with local community groups and the public.

2.2.6 References

Provide contact information for three public agency clients.

2.2.7 Additional Information

Any other information that the proposer feels is applicable to the evaluation of the Proposal. Please use this section to address those aspects of your services that distinguish your firm from other firms.

2.2.8 Fee Schedule

Provide a breakdown of proposed costs for each task outlined in the scope of work not to exceed \$50,000 for the design and engineering portion of the project.

SECTION 3 EVALUATION / SELECTION OF PROPOSALS

3.1 Evaluation Criteria

The following information will be taken into consideration during the evaluation process:

- 5% Completeness of Proposal.
- 25% Ability to create sustainable and innovative designs.
- 25% Ability to work cooperatively with local community groups and the public.
- 15% Demonstrated expertise in designing fountains or water features.
- 5% The professional reputation from listed references.
- 5% Professional licenses and qualifications.
- 20% Ability to meet expectations within the budget provided.

100% Total

3.2 Clarifications

The City reserves the right to seek clarification of proposals submitted. The City also reserves the right to require other evidence of technical, managerial, financial, or other abilities prior to selection.

3.3 Interviews

The City may invite one or more applicants to make an oral presentation to the City Council and/or Parks and Recreation Board at a time and location to be announced and may require submission of supplemental material intended to substantiate or clarify information previously submitted.

3.4 Method of Selection

City staff will review submitted proposals. After review, they may select finalists for interviewing and/or choose a finalist.

3.5 Notice of Intent to Award

Upon completion of the evaluation process, the City will advise the proposers of its selection.

3.6 Agreement

The successful proposer agrees to enter into a contract with the City. The proposed contract for the project is included as Attachment A.

SECTION 4

BACKGROUND AND SCOPE OF WORK

4.1 Background

Monmouth is a city of 9,630 persons in the mid-Willamette Valley located on Highway 99W approximately 15 miles west of Salem. The city is the home of Western Oregon University.

The city's park system consists of 10 parks, including Main Street Park located downtown. Main Street Park occupies just less than one city block and is approximately 2.1 acres in size. Features in the park include picnic tables, large lawn areas, play equipment, and a gazebo. A performance pavilion is also planned for the park. The most prominent feature of the park is the fountain located near the center of the park. The fountain provides a focal point from within the park and is a popular attraction.

The fountain was donated by the Monmouth Civic Club in 1940 and re-dedicated by the Monmouth-Independence Community Arts Association in 1983. Given its history, the current fountain is a very important community asset for a number of residents. In recent years, the fountain has been repaired on numerous occasions and has been inoperable for various lengths of time. During summer months, children play in the fountain, when it is operational. In addition, the fountain may not meet modern design and safety standards for water features used by children.

The Monmouth Parks Master Plan, adopted in 2008, identifies replacement or restoration of the fountain as a high priority project for Main Street Park. Pictures of the Main Street Park fountain are available at the City's website at: <http://www.ci.monmouth.or.us/> under the link for the Main Street Park Fountain RFP.

4.2 Design and Engineering Services

The City of Monmouth is seeking a progressive, innovative, and professional design and engineering team capable of incorporating identified desired characteristics into a fountain and splash play area design. Proposer shall be available to participate in City meetings as needed. Proposer shall be well-versed in facilitating public involvement processes.

The proposed cost should include all costs to design and build the water feature, including permits. The total cost for design and construction is \$150,000.

4.3 Desired Characteristics

Designs shall incorporate sustainable elements and limit maintenance costs. Innovative designs that are sympathetic to the existing fountain design will be encouraged. Adaptive re-use of materials from the existing fountain to other locations within Main Street Park should also be considered.

The proposer will work with a Project Oversight Team comprised of members of the Parks and Recreation Board, Arts and Culture Commission, local business representatives, City staff, and other key stakeholders as identified by the City.

4.4 Proposed Scope of Work

4.4.1 Task 1 - Fountain Assessment

- Use interviews with City staff and site work to evaluate and assess the condition and design of the existing Main Street Park fountain.

4.4.2 Task 2 - Meetings

- Attend a kick-off meeting with the Project Oversight Team to discuss project goals, desires, and constraints.
- Present the Task 1 Fountain Assessment to the City Council.
- Attend as many four (4) additional meetings with the Project Oversight Team.
- Conduct two (2) open house meetings to solicit public input regarding draft designs.
- Present the final design to the City Council.

4.4.3 Task 3 - Design Plans

- Prepare preliminary drawings including at least three (3) alternatives for the Main Street Park fountain that include a splash play area.
- Prepare cost estimates for construction and maintenance of the preliminary designs.
- Prepare revised drawings for a preferred alternative based on public input and direction from the Project Oversight Team.
- Prepare a final design drawing for the preferred alternative.
- Prepare cost estimates for construction and maintenance for the final design.

4.4.4 Deliverables and Format

- a. Written evaluation and assessment of the existing Main Street fountain including an electronic copy in pdf format.

- b. Preliminary drawings for presentation before the Project Oversight Team and at the Open House #1.
- c. Cost estimates for construction and maintenance for preliminary drawings
- d. Revised drawings of the preferred alternative for presentation before the Project Oversight Team and at the Open House #2.
- e. Final designs, including construction documents, for the preferred alternative. Provide two mounted paper copies no smaller than 24"x36" and one electronic copy in pdf format.
- f. Cost estimates for construction and maintenance of final drawings. Provide two paper copies and one electronic copy in MS Office format.

4.4.5 Timeline

Deliverable	Timeline
a	60 calendar days from Notice To Proceed (NTP)
b	90 calendar days from NTP
c	90 calendar days from NTP
d	120 calendar days from NTP
e	180 calendar days from NTP
f	180 calendar days from NTP

Attachment A

CITY OF MONMOUTH DESIGN AND ENGINEERING SERVICES CONTRACT MAIN STREET PARK FOUNTAIN

This Design and Engineering Services Contract (Contract) is entered into by and between the City of Monmouth, an Oregon municipal corporation (City) and _____, ("Contractor").

1. Statement of Services

Contractor agrees to provide design and engineering services for City's Main Street Park Fountain (Project) in accordance with the Contract Documents.

2. Contract Documents

The Contract Documents consist of the following:

- a. This Agreement;
- b. City's Request for Proposals dated May ___, 2010, and all amendments thereto;
- c. Contractor's Response to City's Request for Proposals, and all amendments thereto;

All of the terms and conditions of which are incorporated herein and by reference made a part hereof.

3. Consideration.

City will pay Contractor for Contractor's services under this agreement as provided in the Contract Documents.

4. Subcontracts, Assignment, Successors.

Contractor shall not subcontract or assign any portion of the work to be performed under this agreement without the express prior written approval of City. In any event, the provisions of this Contract are binding upon, and inure to the benefit the parties and their respective successors and permitted assigns, if any.

5. Contractor's Representations and Warranties. Contractor warrants with and represents to City that:

- a. Contractor is, and at all times during the course of this Contract will be, duly licensed, authorized and qualified to perform and provide the services that are the subject of this agreement.
- b. Contractor will perform the services that are the subject of this Contract in conformance with the prevailing standards of professional due care and quality, and that the work product described in this Contract will be useful for its intended purpose.

6. Termination.

- a. **The City's Right to Terminate -- Discretionary.** City may terminate this Contract in whole or in part, by the giving of 30 days' written notice to the Contractor.
- b. **The City's Right to Terminate For Cause.** The City may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as the City may establish in such notice if: (i) the Contractor no longer holds any license or certificate that is required to perform Services; or (ii) the Contractor commits any material breach or default of any covenant, representation, warranty, obligation or agreement under this Contract, fails to perform the Services under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger the Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the City's notice, or such longer period as the City may specify in such notice.
- c. **Mutual Consent.** This Contract may be terminated at any time by mutual written consent of the parties.
- d. **No waiver of rights.** The termination of this agreement shall not waive the rights of either party to the performance by the other party of any obligations due at the time of termination. Specifically, termination by the City for other than cause shall not discharge the City's obligation to pay Contractor for all services and reimbursable costs that may be due and payable as of the date of termination.

7. Contractor's Remedies.

- a. In the event of termination of this Contract, Investors' sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed in accordance with the Contract Documents, less previous amounts paid and any claim which City has against Investors.
- b. If previous amounts paid to Contractor exceeds the amount due to Contractor under this subsection, Contractor shall pay any excess to City upon demand.
- c. If previous amounts paid to Contractor are less than the amount due to Contractor under this subsection, City shall pay any deficiency to Contractor within ten (10) days of termination of this Contract.

8. City's Remedies.

In the event of termination of this Contract by the City, in addition to the remedies provided herein, City shall have any remedy available to it in law or equity. City shall also have such remedies as are available to it in law or equity for Contractor's breach without the requirement that City first terminate this Contract.

9. Compliance with Applicable Laws and Standards.

Contractor shall comply with all Federal, State, and local laws, regulations, executive orders, and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor 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 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; (v) all other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations.

10. Independent Contractor; Responsibility for Taxes and Withholding.

The Contractor shall perform all required Services as an independent contractor. Although the City may (a) determine and modify the delivery schedule for Services to be performed and (b) evaluate the quality of the completed performance. The Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. The Contractor certifies, represents and warrants that the Contractor is an independent contractor of the City under all applicable State and

federal law. The Contractor is not an “officer,” “employee,” or “agent” of the City as those terms are used in ORS 30.265.

11. Foreign Contractor.

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

12. General Indemnity.

- a. THE CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.**
- b. CONTRACTOR SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTION 12.a; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE CLAIM IN THE NAME OF THE CITY, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE WITHOUT FIRST RECEIVING FROM THE CITY AUTHORITY TO DO SO, NOR SHALL CONTRACTOR SETTLE ANY CLAIM ON BEHALF OF THE CITY WITHOUT THE APPROVAL OF THE CITY. THE CITY MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE CITY DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING THE CITY, OR IS NOT ADEQUATELY DEFENDING THE CITY’S INTEREST OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE CITY DESIRES TO ASSUME ITS OWN DEFENSE.**

13. Insurance.

Contractor shall provide the insurance coverages specified in the Contract Documents.

14. Survival.

All rights and obligations of the parties shall cease upon termination or expiration of this Contract, except for the rights and obligations of a party for payment of completed Work, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions concerning property rights and governing laws, which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Contract.

15. Notice to Parties.

a. Any notice required or provided to be given under the Contract Documents shall be given in writing by personal delivery, by mailing the same, postage prepaid, or by electronically confirmed facsimile transmission to the other party at the address or number set forth herein.

b. Any notice so addressed and mailed shall be deemed to be given three (3) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against either party, such facsimile transmission must be confirmed by telephone notice to the other party. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

c. Unless otherwise notified in writing as set forth above, notices shall be given to the following:

To City:
Mark Fancey
Community Development Director
Monmouth City Hall
151 Main Street W.
Monmouth, OR 97361
Fax: (503) 838-0725

To Contractor:

16. No Third Party Beneficiaries.

The City and the Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

17. Merger.

This Contract constitutes the entire agreement between the parties, and there are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract.

18. Certifications and Signature of Contractor's Authorized Representative.

The undersigned certifies that:

- a. Authorized Representative.** The undersigned is a duly authorized representative of Contractor, authorized by Contractor to act on behalf of Contractor; make all representations, attestations, and certifications contained in this Contract; and execute this Contract on behalf of Contractor;
- b. Tax Laws.** Contractor is, to the best of the undersigned's information, knowledge and belief, not in violation of any Oregon Tax Laws.

19. Venue, Consent to Jurisdiction.

This Agreement shall be governed by the laws of the State of Oregon. Exclusive venue for the litigation of any action arising under this Agreement shall be in Polk County. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate the choice of venue made in this section.

20. Attorney Fees

In the event of suit or action arising under or relating to the terms of this Contract, the prevailing party in such suit or action shall be entitled to such party's attorney fees, as may be awarded by the court in which such suit or action is tried, heard or decided, and on any appeal therefrom.

Dated: _____, 2010

Dated: _____, 2010

City of Monmouth, Oregon

Contractor

By: _____

Title: _____