



Evaluation of Raw Water Storage Alternatives and Dam Certification

Request for Proposals

August 2024

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Request for Proposals
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REQUEST FOR
PROPOSALS

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Date of Issue:	August 15th, 2024
Proposal Due Date:	September 5th, 2024
Tentative City Commission Approval:	September 24th, 2024

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1: Introduction:

The City of Warrenton (City) owns and operates a public drinking water system serving a population of about 7,000 people. The City has identified a need for additional raw water storage to respond to regional growth, climate change, and community demands. Currently, the City has a 16-million-gallon raw water reservoir and aims to increase this capacity to at least 30 million gallons.

The objective of this study is to evaluate an array of water storage alternatives or potential expansions and to achieve up to a 30% preliminary design. Additionally, the current dam is not certified, requiring collaboration with the Oregon State Dam Safety Program for certification and incorporation of dam safety requirements into the design and feasibility study. The City of Warrenton is issuing this Request for Proposals (RFP) to solicit proposals from firms or individuals capable of providing the city with project scoping services.

2: Project Description and Schedule:

The selected firm or individual will evaluate current water storage capacity, assess future needs, identify and analyze water storage alternatives, conduct site evaluations, prepare feasibility studies and draft designs, and work with the Oregon State Dam Safety Program or dam certification. The project is expected to be completed within 8 months of the start date.

3: Scope of Services

The City of Warrenton seeks a highly skilled and experienced consultant with expertise in water storage projects and dam safety certification. The successful applicant will demonstrate related experience and qualifications in the following areas:

A. Project Management

1. Managing complex projects, including internal team coordination and communication.
2. Conducting meetings and presentations to councils and the public.
3. Processing invoices, disbursement requests, and other administrative tasks.
4. Engaging with the community and property owners.

B. Needs Assessment and Alternatives Analysis

1. Evaluating the current 16-million-gallon raw water reservoir and its suitability for certification as a dam.
2. Assessing current water storage capacities and future needs based on projected growth and climate change.
3. Developing and analyzing various options to achieve a total raw water storage capacity of at least 30 million gallons, including but not limited to:
 - Expanding the existing 16-million-gallon raw water reservoir and certifying it as a dam.
 - Constructing a new dam.

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- Exploring alternative storage solutions, such as wells or other methods.
- 4. Preparing a feasibility study for each developed option, including technical, environmental, and economic assessments.

C. Preliminary Design and Feasibility Studies

1. Producing preliminary design plans for the selected option(s) up to 30% design completion.
2. Incorporating dam safety requirements into the design and feasibility studies.
3. Developing construction timelines and maintenance plans.
4. Preparing contingency budgets and identifying other budget needs.

D. Site Evaluation and Dam Safety

1. Conducting site evaluations for potential new storage facilities if applicable.
2. Assessing geotechnical conditions, land availability, and environmental impacts for selected options.
3. Collaborating with the Oregon State Dam Safety Program to ensure the existing reservoir's certification.

E. Funding Sources Assessment

1. The purpose of this task is to research and recommend different funding sources that may be utilized for the water storage project and dam safety certification. These sources are available at the state and federal levels and include a wide variety of grants, loans, and other funding mechanisms. This task will result in a stand-alone memorandum describing the different funding options, recommendations on which are most suited for the City, and a description of the level of effort needed to apply for funding.
2. Activities:
 1. Research state and federal funding options, including but not limited to, grants and loans.
 2. Identify non-state or federal funding options available to the City.
 3. Present the results of the assessment to City staff.
 4. Prepare a memorandum describing the methods and findings of the assessment.

F. Final Reporting

1. Compiling a final report summarizing the study findings, including the recommended option.
2. Providing implementation plans with timelines and estimated costs for the recommended option.

4: Proposal Format

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Expensive bindings, promotional material, etc., are not necessary or desired.

EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.

The SOQ should be organized into the following major parts and must not exceed 25 pages in total, excluding résumés and appendices:

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1. **Executive Summary** (1 page) - A brief and non-technical narrative describing the project, the firm's qualifications, and an overview of the proposal.
2. **Company Background** (2 pages) - Information regarding the firm's stability, length of time in business, history, company size, organization, and location. Include any relevant awards or recognitions.
3. **Project Understanding and Approach** (5 pages) - Demonstrate understanding of the project objectives, scope of services, and deliverables. Describe the approach and methodology to be used in performing the tasks. Include a proposed schedule and work plan to meet the City's project timeline.
4. **Experience and Qualifications** (5 pages) - Detail the firm's experience with similar projects, especially water storage and dam certification projects. Highlight key personnel who will be involved in the project, including their qualifications, relevant experience, and specific roles. Provide résumés for key team members (résumés can be included in the appendices and do not count towards the page limit).
5. **References** (3 pages) - Provide references from at least three clients for whom similar projects have been performed. Include the client's name, contact person, phone number, email address, and a brief description of the project and services provided.
6. **Functional Requirements Response** (5 pages) - Respond to the functional requirements outlined in the RFP. Include any notes of explanation or clarification with specific reference to the item in question.
7. **Cost Proposal** (4 pages) - Provide a detailed cost proposal, including a breakdown of costs by task, personnel, and any other expenses. Include hourly rates for all personnel involved and a total not-to-exceed cost for the project.
8. **Appendices** - Include any additional information, such as project examples, detailed schedules, or other relevant documents that support the proposal (these do not count towards the 25-page limit).

5. Selection Criteria

The committee evaluating the proposals will base the evaluation on the proposal that will best serve the City of Warrenton, considering both quality and cost.

Each proposal will be reviewed and ranked according to the following criteria:

Criteria	Description	Maximum Points
1	Firm's experience successfully completing similar projects and individual Project Team member experience.	30 Points

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2	References indicating successful projects of this type.	20 Points
3	Understanding and approach to the project.	30 Points
4	Cost proposal and budget management.	10 Points
5	Project schedule and ability to meet deadlines.	10 Points

Procedure When Only One Proposal is Received

If a single responsive proposal is received, the applicant shall provide any additional data required by the City to analyze the proposal. The City reserves the right to reject such proposals for any reason.

6: Submittal Requirements

Each responding firm must email the City of Warrenton point of contact shown below to affirm their intent to submit a proposal. Include the firm’s point of contact information in the email. All questions regarding this RFP must be submitted in writing, via email, to:

City of Warrenton
Twyla Vittetoe
Engineering Technician
PO Box 250 Warrenton, Oregon 97146
Email: Bids@warrentonoregon.us

THE LAST DAY FOR QUESTIONS IS FOUR (4) BUSINESS DAYS BEFORE THE PROPOSAL DUE DATE.

Please prepare and submit an original plus two (2) copies of the proposal to:

City of Warrenton
Twyla Vittetoe
Engineering Technician
PO Box 250 Warrenton, Oregon 97146

All responses must be received no later than 2:00 PM on September 5th, 2024. Responses received after this date and time may not be considered. All proposals in response to this RFP should be clearly marked “City of Warrenton – Request for Proposals– Evaluation of Raw Water Storage Alternatives and Dam Certification Project”

Amendments to the RFP will be distributed via email only to firms that confirm their intent to submit a proposal.

7: General RFP Information

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The City reserves the right to reject all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of the City and the public. The issuance of this RFP and the receipt and evaluation of proposals does not obligate the City of Warrenton to award a contract. Warrenton will pay no costs incurred by Proposers in responding to this RFP. The City may, at its discretion, cancel this process at any time before the execution of a contract without liability.

Confidentiality

All information submitted by Proposers shall become and remain the property of the City of Warrenton and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except for portions of the Proposals for which Proposer requests exception from disclosure as proprietary information exempt from disclosure, consistent with Oregon law.

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records law.

The City will make available to any person requesting information through the City processes for disclosure of public records any information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public records request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer before the deadline for the release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public records request for such information shall be at the Proposer's sole expense if the Proposer wishes to deny or withhold the information.

Cancellation

The City reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

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Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including the draft Professional Services Agreement (attached as Appendix A), all addenda, and all other attachments, fully understands the RFP intent, can perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If the Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, the Proposer may withdraw the proposed change or the entire Proposal, and the City of Warrenton may elect to award to the next highest-ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City 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.
6. The Proposer has examined all parts of the RFP, 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.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.

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8. Proposer has quality experience providing the types of services and duties as described within the Request for Proposals.

Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that the Proposer has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Warrenton, Oregon, and Federal Requirements

The City intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. The selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of the award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City.

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

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

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CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

CONTRACT:

This Contract, made and entered into this ____ day of _____ 2024, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and _____, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS, the CITY requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide _____ services for the City of Warrenton, as outlined in the attached Scope of Work (attachment A).

B. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$_____ for performance of (type of professional service);

B. The CONSULTANT will submit a final invoice referencing _____ for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, OR, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

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

3. CONSULTANT IDENTIFICATION

CONSULTANT shall furnish to the CITY the CONSULTANT's employer identification number, as designated by the Internal Revenue Service, or CONSULTANT's Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be City Manager, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be _____.

6. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of CONSULTANT as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless the City of Warrenton, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, CONSULTANT, or others resulting from or arising out of CONSULTANT's negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability,

settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and The City of Warrenton this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability CONSULTANT agrees to indemnify and hold harmless CITY, its officers and employees from any and all liability, settlements, loss, reasonable defense costs, attorney's fees and expenses arising out of CONSULTANT's negligent acts, errors, or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the City, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

With respect to Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

15. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT's cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include CONSULTANTS, sub consultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

C. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.

D. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to the City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES ORS 279B.220
CONSULTANT shall make payment promptly, as due, to all persons supplying CONSULTANT labor or material for the prosecution of the work provided for this contract.

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.

CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

CONSULTANT shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

17. WORKERS COMPENSATION INSURANCE

CONSULTANT, its sub-CONSULTANTS, if any, and all employees working under this agreement are either subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. PAYMENT OF MEDICAL CARE ORS 279B.230

CONSULTANT shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees 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.

19. OVERTIME ORS 279B.235.

Employees shall be paid for overtime work performed under this contract in accordance with ORS 279B.235(3) unless excluded under ORS 653.010 to 653.261 (29 U.S.C. sections 201 to 209).

20. BUSINESS LICENSE

Prior to commencing work in the City of Warrenton, CONSULTANT shall obtain a city business license.

21. STANDARD OF CARE

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by CONSULTANTS performing the same or similar services at the time CONSULTANT's services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

22. NO THIRD-PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third-party beneficiaries.

23. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

24. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Warrenton, a Municipal Corporation

BY: _____
Henry A. Balensifer, Mayor Date

ATTEST: Dawne Shaw, CMC, City Recorder Date

CONSULTANT:

By: _____
Printed Name: _____ Date _____
Title: _____