



Canby Wastewater Treatment Plant

Request for Quotation

WWTP # - S-KC0004-00010217

Issue Date: April 26, 2024

RFQ Contact Information:

Name: Monica Stone, Wastewater Treatment Plant Supervisor
Address: 1480 NE Territorial Rd.
Canby, OR 97013
Phone: 503-266-0648
E-mail: stonem@canbyoregon.gov

OFFER DUE DATE AND TIME: May 6, 2024, 1:00 PM (PT)

SCOPE OF WORK:

- The quote shall include a **cost per ton** for removal and transport of municipal sewage sludge (sludge) from the City of Canby Wastewater Treatment Plant located at 1480 NE Territorial Rd., Canby, OR. The quote shall include all equipment, personnel, loading, fuel, trucking, and time to perform the work.
- The sludge will not meet current EPA Class B standards; however, the sludge shall be disposed of in accordance with those standards. All laboratory testing and regulatory reporting associated with sludge disposal will be the responsibility of the Contractor.
- Work shall be performed between 6am and 3pm, Monday through Friday, during worksite hours unless other arrangements are approved by Canby WWTP Staff.
- The City produces approximately 180 tons per month of sludge but does not guarantee a specific amount of sludge each month. However, the production amount should be consistent from month to month.
- The Contractor shall provide a copy of all weight tickets to the City upon job completion.
- The goal is to not store any sludge on site and the City reserves the right to pick up and remove excess sewage sludge as needed.
- The ownership of the sludge will transfer to the successful hauler once the sludge is loaded and in possession of the hauler.
- The successful Contractor will submit their Oregon Contractor's License Number (CCB#) and agree to the requirements listed in the sample Personal Services Agreement (see Attachment A). Any modifications to the sample contract must be submitted with the quotation to be considered.

"Attachment A"

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the City of Canby (City) and _____ (Contractor). The effective date of this Agreement is the _____ ("Effective Date").

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto and incorporated by reference. Terms and conditions in this Agreement will take precedence over any conflicting term or condition in an exhibit to this Agreement, including Exhibit A.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$XX,XXX.XX is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-

insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
 - D. Contractor expressly acknowledges that as an independent contractor, Contractor is not entitled to indemnification by City or the provision of a defense by City under the terms of ORS 30.285.
5. **Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions of this agreement as well as applicable OSHA regulations and requirements.**
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement will run from the Effective Date until terminated in accordance with Section 7(B) or XXXXXX(date). If the term ends on a specific date, the Agreement will terminate at 5pm on that date.
 - B. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.

8. Professional Standards and Compliance with Laws. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, the Contractor represents and warrants that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

Without limiting its obligation to comply with all applicable laws, Contractor will comply with the following laws, which the State of Oregon requires to be expressly incorporated into this Agreement: ORS 279B.220; ORS 279B.230; and ORS 279B.235.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
- A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
 - B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.
 - C. An umbrella or excess liability policy may be used to meet the above required limits of insurance, so long as the coverage in the umbrella or excess liability policy is concurrent with and at least as broad as the coverages required in Section 9.A and 9.B above.
 - D. For Professional Liability—errors and omissions—a \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.
 - E. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's

Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, expense or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement, and Contractor shall indemnify, defend and hold the City of Canby harmless from and against such damages, injuries, losses, expenses or costs.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys' fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Applicable Law and Venue. The laws of the State of Oregon govern this Agreement, without regard to conflict of laws principles. Any dispute arising out of or related to this Agreement between the parties will be resolved in the Circuit Court of the State of Oregon, Clackamas County. The parties agree to the personal jurisdiction of Clackamas County Circuit Court.
14. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
15. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.
16. Records. Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed. In addition, Contractor shall allow City (or any of its authorized representatives) to audit, examine,

copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

- 17. Third-Party Beneficiaries. The only parties to this Agreement are the City of Canby and the Contractor. No third-parties are intended to benefit from this Agreement, by implication or otherwise.
- 18. No Waiver. A waiver of any provision of this Agreement will only be effective if it is made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

CITY: City Administrator Name
 **Address
 **City, State, ZIP
 Phone: (xxx) xxx-xxxx
 Fax: (xxx) xxx-xxxx
aname@anytown.gov

CONTRACTOR: Name and Title
 **Address
 **City, State ZIP
 Phone: (xxx) xxx-xxxx
 Fax: (xxx) xxx-xxxx
aname@yahoo.com

**Please submit invoices to: Attn: **Department
 **ANY CITY
 **Address
 **City, State, ZIP
 aname@anytown.gov**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR: ANY CITY

By: By:

Date: Date:

Subcontractors will be used ___ Yes ___ No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

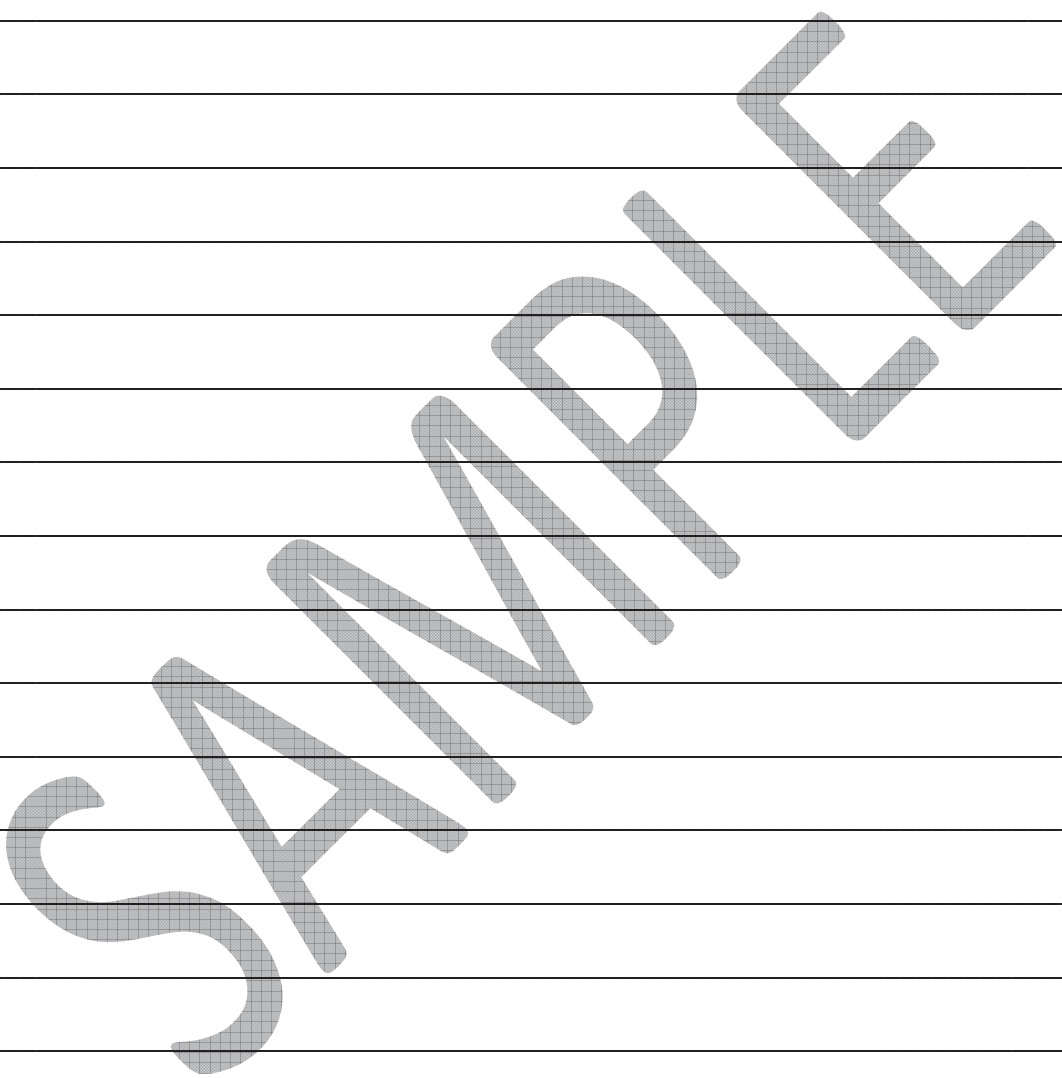
 XXXXXXXX, City Attorney

8/4/23

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

<u>Name of Business</u>	<u>Address</u>	<u>Phone</u>	<u>CCB#</u>



The City hereby approves the above-listed subcontractors.

City of Canby

Date