



**REQUEST FOR PROPOSAL (RFP)**

**PROFESSIONAL SERVICES  
FOR**

**OWNER'S REPRESENTATIVE**

**HAPPY VALLEY PUBLIC WORKS FACILITY**

**PUBLISHED FEBRUARY 2026**

**PROPOSALS DUE: FEBRUARY 24, 2026 AT 2:00PM**

**CITY OF HAPPY VALLEY  
16000 SE MISTY DRIVE  
HAPPY VALLEY, OR 97086**

<b>Proposal Materials can be Found at:</b>	City of Happy Valley's Website: Bids and Proposals  <a href="https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements/">https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements/</a>
<b>Proposals Due:</b>	Not Later than 2:00:00 PM Pacific Time, February 24, 2026  Late proposals will not be accepted or considered.
<b>Submit Proposals to:</b>	ELECTRONIC SUBMITTAL  Submit electronically via email to <a href="mailto:djung@happyvalleyor.gov">djung@happyvalleyor.gov</a>  No hardcopy submittals will be accepted.
<b>Direct Questions to:</b>	Procurement Contact: Dan Jung  Email: <a href="mailto:djung@happyvalleyor.gov">djung@happyvalleyor.gov</a>  Deadline for Questions: February 12, 2026

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## **SECTION 1: INTRODUCTION**

### **About the City of Happy Valley**

The City of Happy Valley, Oregon is a rapidly growing and forward-looking community located in the southeastern Portland metropolitan region. The City is committed to thoughtful infrastructure investment and the delivery of high-quality public facilities that support essential municipal services, operational efficiency, and long-term community resilience.

### **Project Description**

The City of Happy Valley is soliciting proposals from qualified firms to provide Owner's Representative / Project Management services for the planning, design, and construction of a new Happy Valley Public Works Facility ("Project"). The facility will support the operational needs of the City's Public Works and Parks maintenance functions, including street maintenance, fleet and equipment storage and maintenance, materials storage, administrative offices, and associated site infrastructure.

The Project site is generally located near SE Armstrong Circle and State Highway 212 and consists of approximately 7 acres, characterized by significant topography and environmental constraints. Conceptual master planning and feasibility analysis for the site have been completed, including evaluation of multiple site layout options, access strategies, grading concepts, utility extensions, and environmental considerations.

The conceptual program anticipates one or more buildings totaling approximately 50,000 square feet, including administrative office space, maintenance and warehouse functions, fleet and equipment facilities, and outdoor service yards. The final scope, configuration, and phasing will be refined as design progresses. As part of the early project phase, the City anticipates that the Owner's Representative will support scoping and analysis of potential program expansion options, including the feasibility of incorporating a police station and/or other public safety functions in conjunction with the Public Works Facility.

At the time of issuance of this RFP, the City has not yet selected the architectural/engineering (A/E) design team nor determined the construction delivery method for the Project. Following selection of the Owner's Representative, the City anticipates procuring professional design services through a separate solicitation. At a later stage, the City will evaluate and determine the most appropriate construction delivery method for the Project and will subsequently procure construction services accordingly.

The Owner's Representative will serve as a key extension of City staff, supporting the City in establishing the project team, advising on delivery method selection, and representing the City's interests throughout design, preconstruction, construction, and project closeout.

Note: The City has completed preliminary concept planning and feasibility analysis to inform the Project; however, the architectural and engineering design team has not yet been selected, and prior concept materials are provided for context only and do not represent final design direction.

### **Project Budget**

The total project budget for the Happy Valley Public Works Facility has not yet been finalized and will be refined as the Project advances through design. Based on preliminary planning and feasibility work, the City anticipates a **total project budget of approximately \$25 million**, inclusive of hard construction costs, soft costs, permitting, utilities, site development, contingencies, and other project-related expenses.

The Owner's Representative will be expected to work closely with City staff and the design team to establish, monitor, and manage the overall project budget; review and validate cost estimates at key milestones; and assist the City in maintaining alignment between scope, schedule, and available funding.

Note: Budget figures included in the attachments reflect multiple planning scenarios and preliminary analyses and shall not be interpreted as the City's current funding commitment.

### **Project Schedule**

The overall project schedule will be developed and refined following selection of the Owner's Representative and procurement of design services. The City currently anticipates that design and permitting activities will begin in early 2026 and extend through early 2027, followed by construction bidding in spring 2027 and an overall construction duration of approximately one (1) year, resulting in project completion in 2028.

The Owner's Representative will assist the City in developing and maintaining a detailed project schedule, identifying key decision points and dependencies, coordinating procurement activities, and monitoring progress throughout design and construction to support timely project delivery.

## **SECTION 2: PROPOSAL SUBMITTAL AND KEY DATES**

**Proposal Submittal:** The proposal must be received by the City of Happy Valley by **2:00pm on February 24, 2026**. Only electronic proposals will be accepted. Proposals must be clear, succinct and **not exceed twenty (20) pages**. The Proposal Cover Page and Certifications (Section 5.A) and Supporting Information (Section 5.G) do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

All submittals will receive receipt of submission via email if received and accepted.

Proposals should be addressed to:

Dan Jung  
Capital Improvement Program Manager  
[djung@happyvalleyor.gov](mailto:djung@happyvalleyor.gov)  
(503) 886-8443

**Key Dates:**

RFP Advertised: February 2, 2026

Last Day for Questions to be submitted: February 12, 2026

Proposals Due: February 24, 2026

Interviews (if necessary): March 9-11

Notice of Intent to Award: Mid-March

**SECTION 3: INQUIRIES, PROTEST PROCEDURES, AND CONFIDENTIALITY**

**Questions and Clarifications**

Any Proposer requiring clarification of this Request for Proposals (RFP) must submit written questions to the City of Happy Valley Procurement Contact identified on Page 1 of this document. Email is the preferred method of communication. Questions must be received by the deadline stated on Page 1.

Questions shall include the RFP title in the subject line and, to the extent practicable, be consolidated into a single email. Each submission must relate only to this solicitation. The City reserves the right, at its sole discretion, to reject or decline to respond to questions that do not comply with these requirements.

**Contract Review**

A sample contract is included with this RFP as Attachment B. Proposers are expected to review the contract terms and conditions as part of preparing their proposal. Any questions, concerns, or requested changes to the contract must be submitted in writing as part of each Proposer's proposal.

By submitting a proposal, the Proposer acknowledges that it has reviewed the sample contract and agrees to enter into a contract substantially in the form provided. Failure to raise objections or requested changes may be deemed acceptance of the contract terms.

**Addenda**

Responses to questions, as well as any clarifications, revisions, or changes to this RFP, will be issued only by written addenda in accordance with the City's contracting rules and the Oregon Public Contracting Code. Addenda will be posted through the City's designated procurement distribution method and shall become part of the RFP.

Oral communications, interpretations, or representations shall not be binding on the City of Happy Valley.

Proposers are responsible for reviewing all addenda issued prior to the proposal deadline and shall acknowledge in the proposal receipt of each addendum as part of the proposal. Failure to acknowledge or comply with addenda may result in a proposal being deemed non-responsive.

**Proposal Withdrawal**

Any proposal may be withdrawn at any time before the “Proposal Due” date and time specified on page 1, by providing a written request for the withdrawal of the proposal to the City. A duly authorized representative of the proposer shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal on this or future projects. Proposals cannot be withdrawn within one hundred and twenty days (120) after the proposal due date.

### **Rejection or Acceptance of Proposals**

The City may reject or accept any or all proposals or parts thereof, submitted in response to this RFP.

The City expressly reserves the following rights to:

- Disregard any or all irregularities in the proposals.
- Reject any or all of the proposals or portions thereof upon finding it is in the public interest to do so.
- Base award with due regard to the quality of services, experience, compliance with the RFP, and other factors that may be necessary under the circumstances.
- Reject all proposals and re-advertise at the City’s sole discretion.
- Cancel the procurement in its entirety at the City’s sole discretion.

This RFP does not commit the City to award a contract and the City will not reimburse a proposer for any costs incurred in responding to this RFP. Submitted responses are considered public records, subject to the Oregon Public Records Act and the Confidentiality Statement below. (OAR 137-048-0220(4)(J)).

### **Notice of Intent to Award**

The City will issue a written Notice of Intent to Award prior to final contract award to all Proposers. The notice may be provided electronically and shall identify the apparent successful Proposer.

### **Protest and Appeal Process**

Protests may be submitted to Dan Jung, Capital Improvement Program Manager, at [djung@happyvalleyor.gov](mailto:djung@happyvalleyor.gov)

Prospective Proposers may submit a written protest of anything contained in the RFP and may request a change to any provision, specification or Contract term contained in the RFP, no later than seven (7) calendar days prior to the Proposal deadline set in the RFP. Protests shall follow the requirements set forth in OAR 137-048-0240(1). Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications, or Contract terms. The City will not consider any protest or request for change that is submitted after the submission deadline. If the City determines that additional information or interpretation is necessary; such information or interpretation will be supplied in Addenda. Oral instructions or information concerning the specifications of the Project from City managers, employees or agents to prospective Proposers shall not bind the City.

A Notice of Intent to Enter into Negotiations will occur upon City Council approval of scores

(following OAR 137-048-0220(4)(J)).

Protests of a notice of intent to award must be in writing and received by the Capital Improvement Program Manager at [djung@happyvalleyor.gov](mailto:djung@happyvalleyor.gov) within seven (7) calendar days, UNLESS OTHERWISE NOTED, following the issue date of the City's Notice of Intent to Award. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was scored incorrectly or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest and a statement of the form of relief requested. Protests received later than specified or from other than the proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The Capital Improvement Program Manager may waive any procedural irregularities that had no material effect on the selection of the proposed proposer, invalidate the proposed award, amend the award selection, request the evaluation committee re-evaluate any proposal or cancel the solicitation and begin again to solicit new proposals. The Capital Improvement Program Manager shall create a written opinion on the protest and forward that opinion to the City for further action. In the event that the City returns the matter to the evaluation committee, the City shall issue a notice cancelling the Notice of Intent to Award. Decisions of the City are final and conclude the administrative appeals process.

### **Contract Execution**

If selected for award, the Proposer will be required to enter into a written contract with the City of Happy Valley containing material terms and conditions consistent with the sample contract included in the RFP. The City reserves the right to modify contract terms as permitted by law and as determined to be in the City's best interest.

If the selected Proposer fails to negotiate or execute a contract within a reasonable time and in good faith, the City may terminate negotiations and proceed with the next highest-ranked Proposer.

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

### **Confidentiality Statement**

The City of Happy Valley abides by the public records laws of the State of Oregon. As such, proposal documents are generally considered to be a matter of public record after the contract for work has been awarded. Information in a proposal may or may not be considered to be exempt from public disclosure based on the following:

- Trade secrets as identified in ORS 192.345(2);

- Information submitted in confidence as identified in ORS 192.355(2).

To the extent of the law, the City will endeavor to keep information confidential if the proposer marks the subject information as confidential. If a proposal contains any information that the Proposer believes is exempt from disclosure under the various grounds specified in the Oregon Public Records Law, the Proposer must clearly designate each such portion of its proposal as exempt at the time of proposal submission, along with a justification and citation to the legal authority relied upon. Identifying the proposal, in whole, as exempt from disclosure is not acceptable. Failure to identify specific portions of the proposal as exempt shall be deemed a waiver of any future claim of that information as exempt.

The City will make available to any person requesting information, through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so. City may also, in its sole discretion, elect to publish all such information at any time, regardless of whether or not a public records request has been received. However, if a public records request is made for material marked by the Proposer as exempt, the City will attempt to notify the impacted Proposer prior to any release of the material. Application of the Oregon Public Records Law by the City will determine whether any information is actually exempt from disclosure. The City accepts no liability for the release of any information submitted and any claims arising out of any public record request for such information shall be at the proposer's expense.

#### **Incurred Costs**

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

### **SECTION 4: SCOPE OF WORK**

The Owner's Representative shall provide comprehensive project management and advisory services to support planning, design, procurement, construction, and closeout of the Happy Valley Public Works Facility. The scope is intended to reflect the operational, technical, and regulatory complexities unique to a public works operations facility and to support the City in delivering a durable, functional, and cost-effective asset.

The Owner's Representative shall support the City in achieving the following project goals:

- **Deliver a Modern Public Works Facility** that supports Public Works and Parks maintenance operations, including fleet and equipment storage and maintenance, materials handling, administrative functions, and outdoor service yards.
- **Ensure Operational Efficiency and Longevity** by emphasizing constructability, durability, life-cycle cost, maintainability, safety, and long-term operational performance.
- **Maintain Budget and Schedule Discipline** through proactive cost control, schedule monitoring, and early identification of risks and tradeoffs.
- **Address Site and Infrastructure Constraints** including topography, grading, stormwater management, utilities, environmental constraints, and access requirements.



- **Coordinate with City Departments and External Agencies** including utility providers and regulatory agencies to support timely permitting and construction.
- **Promote an Integrated Team Approach** that fosters collaboration among the City, design consultants, construction team, testing agencies, and other stakeholders.
- **Evaluate potential program expansion options**, including analysis of site conditions, operational and space needs, and infrastructure capacity, to support a feasibility assessment of incorporating a police station or public safety functions within the Project. This evaluation may include high-level cost estimates, schedule implications, and identification of key advantages, disadvantages, and risks associated with co-locating such uses with the Public Works Facility.

The Owner's Representative shall provide services from early project definition through post-construction warranty support. Services shall include, but are not limited to, the following:

**General Project Management and Advisory Services**

- Serve as the City's primary liaison with the design team, construction team, consultants, and vendors
- Support procurement of architectural and engineering (A/E) services, including development of RFPs, evaluation of proposals, and contract negotiations
- Advise the City on construction delivery method options and support procurement of construction services once a delivery method is selected
- Organize, attend, and facilitate meetings with City staff, consultants, City Council, and other stakeholders as required
- Coordinate furniture, fixtures, and equipment (FF&E), including support for procurement planning, vendor coordination, review of submittals and shop drawings as applicable, scheduling and sequencing of delivery, and coordination of installation to ensure integration with construction activities
- Assist the City by exploring the pros/cons of processing the Public Works Facility as an Emergency Operations Center
- Provide regular written and verbal project status updates
- Develop, track, and manage the overall project budget and the comprehensive project schedule, including regular reporting. Schedule management responsibilities shall include coordination and integration of all project components, including but not limited to design, land use and permitting/entitlements, utility and Authority Having Jurisdiction (AHJ) coordination, construction procurement, construction activities, furniture, fixtures, and equipment (FF&E) procurement and installation, and related consultant services such as survey, geotechnical, environmental, and traffic engineering, to support timely and coordinated project delivery
- Establish and maintain organized project records, including contracts, correspondence, change documentation, pay applications, and logs
- Identify risks, decision points, and recommended actions throughout the project lifecycle

- Coordinate with utility providers and other AHJs, including facilitating communication, tracking requirements, supporting approvals, and assisting the City and project team in resolving jurisdictional, permitting, and infrastructure coordination issues
- Coordinate with both the architect and civil teams related to site grading. Keeping a watchful eye towards the thought of future expansion
- Provide additional services reasonably related to successful project delivery

### **Design Phase Services**

- Organize and facilitate regular design coordination and progress meetings
- Review design documents at key milestones for scope alignment, constructability, schedule, and operational impacts
- Focus on budget conformance, schedule adherence, building performance, and operations and maintenance considerations
- Review and analyze cost estimates at key milestones; develop and maintain a value engineering and cost-reconciliation log
- Identify and evaluate scope options, tradeoffs, and risk mitigation strategies
- Advise the City on sustainability opportunities, associated costs, and potential incentives
- Provide advisory input on alternative building systems and delivery strategies, including evaluation of conventional construction, pre-engineered or metal building systems, and hybrid approaches, with consideration of cost, schedule, durability, constructability, and long-term operational needs of a public works facility
- Monitor design progress against schedule and identify opportunities for improvement
- Support permitting and land use approvals, including coordination with City departments and external agencies

### **Preconstruction and Procurement Support**

- Coordinate with the City and design team during preconstruction planning
- Review and validate schedules, cost models, and procurement strategies
- Assist with preparation and evaluation of bid packages and proposals
- Support contractor selection and contract negotiations, as applicable

### **Construction Phase Services**

- Monitor construction progress through regular site visits and coordination meetings
- Track construction schedule and identify potential delays or mitigation strategies
- Review contractor pay applications and advise the City on contract modifications
- Track, review, and analyze change orders and support negotiations
- Coordinate review of RFIs and submittals in collaboration with the design team
- Monitor construction quality, safety compliance, and labor compliance documentation
- Coordinate City-furnished equipment, vendors, and specialty consultants
- Coordinate with utility providers and testing agencies
- Support management of construction contingency and budget control

- Provide construction documentation, reporting, and issue tracking

#### **Closeout and Post-Construction Services**

- Verify receipt of closeout documentation, including as-builts, O&M manuals, and warranties
- Support commissioning activities and final inspections
- Review and recommend final payment
- Coordinate substantial and final completion processes
- Assist with issuance of certificates of occupancy
- Manage warranty reviews at 12- and 24-month intervals
- Support resolution of warranty and post-construction issues

### **SECTION 5: EVALUATION AND AWARD**

Proposals will be evaluated on a 100-point scale based on the criteria below. Proposers will be evaluated by a review panel of at least three individuals using the criteria below. The City may request clarifications or conduct interviews with one or more Proposers. If interviews are conducted, the same evaluation criteria will be used to finalize rankings. The City reserves the right to waive minor informalities, seek clarification of proposals, and accept the proposal that best serves the interests of the City.

Information that is required from the applicant as part of the proposal shall include

#### **A. Proposal Cover Page and Certifications (not scored)**

Proposers shall include a one-page cover page containing the following information:

- Full legal name of the proposing firm or business entity
- Primary contact person for the proposal, including address, phone number, and email
- Identification of the person(s) authorized to represent the Proposer in negotiations
- Identification of the person(s) authorized to execute a contract on behalf of the Proposer
- A statement that the Proposal shall remain valid for a minimum of ninety (90) days from the proposal due date

The cover page may be signed electronically. No separate transmittal letter is required.

#### **B. Firm Background (10 Points)**

Describe the Proposer's firm background and organizational framework, including:

- Years in business, office location(s), and size of firm
- Areas of expertise relevant to owner's representative services
- Experience delivering comparable public-sector or operational facility projects
- Overall capacity to support a project of this scale and complexity

This section should focus on firm-level qualifications, history, and comparable experience.

The City will evaluate the firm's stability, relevant experience, and overall qualifications.

**C. Project Team, Relevant Experience, and Project Management (30 Points)**

Describe the proposed project team and project management approach, including:

- Organizational chart identifying the prime consultant, subconsultants, and key personnel
- Identification of key staff
- Description of roles, responsibilities, and availability of key personnel
- Relevant experience of the proposed team on similar public-sector or operational facility projects
- Description of the team's approach to working collaboratively with City staff, consultants, contractors, and other stakeholders

This section should focus on the proposed project team, individual experience, availability, and project-specific management approach.

The City will evaluate the qualifications, organization, experience, and capacity of the proposed team, as well as the effectiveness of the proposed project management approach.

**D. Project Understanding and Approach (15 Points)**

Describe the Proposer's understanding of the Project and proposed overall approach to providing the required services. This section shall include:

- Understanding of the Project goals, constraints, operational requirements, and site conditions
- Proposed approach to accomplishing the Scope of Work and achieving Project goals
- Experience evaluating optional program components, such as public safety or law enforcement facilities, and advising on feasibility, cost, and operational tradeoffs will be considered.
- Identification of key tasks, sequencing, and responsibilities (including tasks performed by the City or other service providers)
- Anticipated challenges and proposed strategies for resolving issues
- Description of proposed deliverables and work products, including: A clear written statement of the services to be performed and the form they will take
  - Identification of final products or deliverables
  - A concise outline of specific tasks to be performed, including sequencing and responsibility by team member

The City will evaluate the clarity, feasibility, and effectiveness of the proposed approach and work plan.

**E. Project Cost and Schedule Management Approach (15 Points)**

Describe the Proposer's approach to managing project cost, schedule, and related risks throughout the life of the Project. This section shall include:

- Approach to cost control, budget management, forecasting, and value optimization
- Approach to schedule development, integration, monitoring, and recovery planning
- Methods for managing scope changes, contingencies, and risk
- Experience coordinating cost and schedule across design, permitting/entitlements, utility and AHJ coordination, FF&E procurement and installation, and construction
- Tools, reporting methods, and controls used to support transparency and informed decision-making

The City will evaluate the Proposer's ability to proactively manage cost, schedule, and risk and to maintain alignment between scope, budget, and timeline.

**F. Proposer Cost Proposal / Fee Schedule (30 Points)**

Provide a clear cost proposal and/or fee schedule for the requested services, including a breakdown of fees by project phase consistent with the Scope of Work. The proposal shall clearly identify assumptions, exclusions, and any anticipated reimbursable expenses. If applicable, proposers shall describe proposed staffing levels and level of effort by phase.

The City will evaluate the cost proposal based on overall value, reasonableness, transparency, and alignment with the proposed scope, approach, and project schedule, as well as the Proposer's demonstrated understanding of the level of effort required to successfully deliver the Project.

**G. Supporting Information (Optional | Not Scored)**

Supporting information such as resumes, references, and brochures may be included and will not count toward the page limits.

**Interviews (If Conducted)**

Following initial scoring, the City may invite one or more top-ranked Proposers to participate in interviews. Interviews will be used to further assess the same evaluation criteria and will not introduce new evaluation factors. Final rankings may be adjusted based on information obtained during interviews.

Contract award and protest procedures are governed by Section 3 of this RFP.

**SECTION 6: RFP ATTACHMENTS**

**1. City Contract**

Requirements applicable to contractors on all public contracts, including the contract that will be awarded under this solicitation, are attached as Attachment A.

Proposers are advised to thoroughly review and familiarize themselves with the draft personal/professional services agreement (Attachment B). Proposers are advised to carefully review the insurance requirements contained in the sample standard contract.

The successful applicant will also be required to have a City business license. Details and application are available at [Business Licenses | City of Happy Valley \(happyvalleyor.gov\)](https://www.happyvalleyor.gov/business-licenses).

## **2. Public Works Concept Planning.**

The City is providing a preliminary Project presentation dated May 2, 2025 for informational purposes only (Attachment C). This material is intended to provide high-level context regarding the Project site, programming needs, existing conditions, and initial planning concepts.

All information contained in this presentation is **preliminary, non-binding, and subject to change** as planning and design progress. Proposers **shall not rely on this information** as a definitive basis for scope, budget, schedule, or pricing assumptions. The City provides this material solely to support the Proposer's general understanding of the Project and makes no representations regarding final program, design, or delivery approach.

## **3. Phase 1 Environmental Site Assessment**

The Phase 1 Environmental Site Assessment of the subject parcel and neighboring properties is provided as reference (Attachment D).

## **4. Phase 2 Environmental Site Assessment**

The Phase 2 Environmental Site Assessment of the subject parcel and neighboring properties is provided as reference (Attachment E).

**ATTACHMENT A**  
**Statutorily Required Public Contracting Provisions**

Contractor shall observe all applicable state and local laws pertaining to public contracts. Pursuant to ORS Chapters 279A, 279B and 279C, which require every public contract to contain certain provisions, and other state law, the following provisions shall be a part of this contract, as applicable. All defined terms in this Attachment shall be interpreted in accordance with Solicitation or Contract Document and the relevant statutory provision.

1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a disadvantaged, minority owned, woman owned, veteran owned, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
2. Pursuant to ORS 279B.220 or 279C.505, as applicable, Contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. Pursuant to ORS 279B.225, every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. Pursuant to ORS 279B.230(1) or 279C.530(1), as applicable, Contractor 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 contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor 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.
5. Pursuant to ORS 279B.230(2) or 279C.530.(2), as applicable, in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
6. Pursuant to ORS 279B.235(1) and 279B.020 and ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency,

or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

- i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
  - ii. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
  - iv. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
  - v. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, 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.
7. Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
8. Oregon Tax Law Compliance: Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, represents and warrants that it has faithfully has complied with, and will continue to comply with during the term of this Contract: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Failure to comply with this section is a default for which the City may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.
9. 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 these services in the state of Oregon prior to entering into this Contract.



10. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.

