



**Project Scoping and Preliminary Design - Tide gate #9**

**Request for Qualifications**

**October 23rd, 2023**

**Esther Moberg, City Manager**

**Greg Shafer, Public Works Director**

Request for Qualifications  
Project Scoping and Design - Tide gate #9

REQUEST FOR QUALIFICATIONS  
Project Scoping Tide gate #9

Date of Issue:	October 23rd, 2023
Proposal Due Date:	November 6th, 2023
Tentative City Commission Approval:	November 14th, 2023

This Project was funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department.

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1: Introduction:

The City of Warrenton has been awarded Special Public Works Funds to be used for project scoping and preliminary design of Warrenton's tide gate #9 to replace/upgrade that tide gate in the future. This project is funded by the Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD") to hire a firm that will manage the project and complete the scoping and preliminary design work.

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The City of Warrenton is issuing this Request for Qualifications (RFQ) to solicit statements of qualifications (SOQ) from firms or individuals capable of providing the city with project scoping services.

2: Project Description and Schedule:

The City of Warrenton is seeking consulting services to develop a preliminary design for the future replacement/upgrade to Warrenton's tide gate #9. This design should take into account current hydrologic and tidal conditions, state and federal requirements. This gate should not allow any fish or wildlife passage. Tide gate #9 is on the west bank of the Skipanon River, and its drainage area includes portions of Warrenton's downtown.

**The project must be completed by May 31<sup>st</sup>, 2024.**

3: Scope of Services

The successful applicant will be a highly skilled and experienced professional with related experience in the following areas discussed below. Latitude is provided to the Consultant for the development of the specific task that may be included in a Scope of Work; however, at a minimum the Consultant should include all general leadership and management functions required of a Consultant including but not limited to: monitoring schedules; overseeing quality of all aspects of the project; communication with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the project through all the various phases; providing direct interface with end-users and other stakeholders as required; briefing officials, Council/Boards/Commissions, etc. General Leadership and management functions are more particularly described as follows:

- A. Project Management
  - a. Manage project including internal team management and coordination
  - b. Meetings/presentations to the council and public
  - c. Process invoices, disbursement request and other tasks needed to keep project on track

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- d. Outreach to community, and property owners
- B. Project Design- Deliverables
  - a. Consultant will produce a set of preliminary design plans for the replacement/upgrade of Tide gate #9. This includes:
    - i. Creating a project feasibility plan
    - ii. Proposing a construction timeline
    - iii. Creating an operation feasibility analysis including a maintenance plan
    - iv. Develop a contingency budget and other budget needs
    - v. Develop an environmental review of the area

#### 4: Proposal Format

Interested consultants shall prepare and submit Proposals in accordance with the requirements stated within this RFQ. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFQ. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFQ may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

#### ***Required Submittal Information are:***

**Statements of Qualifications:** Provide a letter describing the Proposers commitment and willingness to provide services offered interest in the Project, and why the Proposer should be selected. All submittals should be organized and labeled following the outline below:

- A. **Project Understanding-** Synopsis of the firms understanding of the City's project. This should include an overview summary of the firm's proposal.
- B. **Project Approach-** The proposed plan for how the proposer will conduct the project scoping actions for tide gate #9.
- C. **Project Team Key Personnel and Organization-** Identify key personnel that will be involved in this project.
- D. **Relevant Experience-** Familiarity and project experience for both the organization and key personnel.
- E. **Quality Control Program-** Ability to meet project requirements, including scope, schedule, budget.
- F. **Appendices-** Project Team Resumes.

The writing style should be concise and straightforward. The total page count for the scored evaluation criteria is limited to 10 pages using 12-point letter font for the main text. Project

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team resumes attached as appendices are not included in the determination of total page count.

5: Selection Criteria

The City will evaluate the proposals based on the following criteria:

**Proposed Consultant:** The proposed firm's experience, leadership capability, technical skills and past performance will be evaluated when selecting the best possible candidate for this project.

**Relevant Experience:** The experience of the Proposed firm in performing similar services and knowledge of City's levee system. This includes their understanding of the project and the soundness of their approach.

**Responsiveness:** The proposal will be examined to verify that the Proposer has submitted both the documentation requested and is responsive to the detailed specifications for the project.

After the receipt of proposals, the selection committee will review the credentials of each firm. The City reserves the right to select based solely on the strength of the proposals. Firms may be shortlisted and selected for an interview. If so, selected firms will make presentations to and will be interviewed by a committee which will evaluate, select, and recommend the firms deemed best qualified to undertake a project of this size and scope, based on quality of work as judged from previous experience and references and staff capabilities. Key staff members are expected to participate in the interview.

The City does not obligate itself to accept the lowest proposal or any proposal and reserves the right to waive any informalities in any or all the proposals, and to reject or accept any proposal.

6: Submittal Requirements

Each responding firm will email the City point of contact shown below affirming they intend to submit a proposal. Include submitting firm's point of contact information.

All questions regarding this RFQ are required in writing, via email, to:

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

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Email: Tvittetoe@warrentonoregon.us

The City of Warrenton is requesting that those firms interested in providing Project Management Services for the project provide a SOQ, in electronic PDF form, via email to:

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

All responses must be received by 2:00 PM on **November 6<sup>th</sup>, 2023**. Responses received after this date and time will not be considered. All SOQs in response to this RFQ should be clearly marked "Project Scoping and Preliminary Design - Tide gate #9"

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

7: General RFQ Information

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 RFQ 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 RFQ. The City may, in its discretion, cancel this process at any time prior to 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 such portions of the Proposals for which Proposer requests exception from disclosure as being 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.

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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 RFQ 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 record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record 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 RFQ 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.

**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 RFQ, 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 RFQ, the Proposer certifies that:

1. Proposer has carefully examined all RFQ documents, including the draft Professional Services Agreement (attached as Appendix A), all addenda, and all other attachments, fully understands the RFQ intent, is able to perform all tasks as described in the Scope of Work of this RFQ, and the Proposal is made in accordance therewith. Except as otherwise noted as

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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 RFQ, 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 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, 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. Proposer has examined all parts of the RFQ, 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.
8. Proposer has quality experience providing the types of services and duties as described within the Request for Qualifications.

**Nondiscrimination**

By the act of submitting a Proposal in response to this RFQ, 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**

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The City intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. 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 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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**Draft-**

**CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

CONTRACT:

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, 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@warrentonoregon.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: \_\_\_\_\_