



City of Tigard

FINANCE AND INFORMATION SERVICES

Qualification-based Request for Proposal (RFP)

ON-CALL CIVIL ENGINEERING AND OTHER RELATED SERVICES

Proposers shall submit one (1) hard copy of their proposal along with one (1) electronic copy on a portable USB drive (thumb drive).

Proposals Due: Thursday, November 17, 2016 - 2:00 pm local time

Submit Proposals To: City of Tigard – Contracts & Purchasing Office
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

Direct Questions To: Joe Barrett, Sr. Management Analyst
Phone: (503) 718-2477
Email: joseph@tigard-or.gov

**PUBLIC NOTICE
REQUEST FOR PROPOSAL**

ON-CALL CIVIL ENGINEERING AND OTHER RELATED SERVICES

The City of Tigard is seeking sealed proposals from qualified firms to provide on-call civil engineering and/or related services on an as-required basis for the City. The City intends to perform a competitive selection process based on qualifications, approach, and other criteria consistent with Tigard's Public Contracting Rules. The City anticipates selecting at least one, and a maximum of five consultants for each category. A firm capable of providing services in multiple categories may be selected for multiple categories. It is the intent of the City to rotate work amongst the selected consultants to best extent possible, however, selection of a particular consultant for a particular task or project will be based on the City's judgment of the consultants' expertise, availability, and approach to such work. By agreeing to execute an on-call agreement with the City, Consultant shall agree that there is no guarantee of any particular dollar value of work, and that the City retains the sole right to make a selection for any individual project or task.

Proposals will be received until 2:00 pm local time, Thursday, November 17, 2016, at Tigard City Hall's Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223. No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

RFP packets may be downloaded from www.tigard-or.gov/bids or obtained in person at Tigard City Hall's Utility Billing Counter located at 13125 SW Hall Blvd., Tigard, Oregon 97223. Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy. The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

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SECTION 1
INTRODUCTION

The City of Tigard is seeking sealed proposals from qualified firms to provide on-call civil engineering and/or related services on an as-required basis for the City. The City intends to perform a competitive selection process based on qualifications, approach, and other criteria consistent with Tigard’s Public Contracting Rules. The City anticipates selecting at least one, and a maximum of five consultants for each category. A firm capable of providing services in multiple categories may be selected for multiple categories. It is the intent of the City to rotate work amongst the selected consultants to best extent possible, however, selection of a particular consultant for a particular task or project will be based on the City’s judgment of the consultants’ expertise, availability, and approach to such. By agreeing to execute an on-call agreement with the City, Consultant shall agree that there is no guarantee of any particular dollar value of work, and that the City retains the sole right to make a selection for any individual project or task.

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Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy. The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

SECTION 2
PROPOSER’S SPECIAL INSTRUCTIONS

A. PROPOSED TIMELINES

<u>Friday, October 28, 2016</u>	Advertisement and Release of Proposals
<u>Thursday, November 17, 2016 – 2:00 pm</u>	Deadline for Submission of Proposals
<u>Late January / Early February 2017</u>	Award of Contract by LCRB
<u>Mid-February 2017</u>	Commencement of Services

NOTE: The City reserves the right to modify this schedule at the City’s discretion

B. GENERAL

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

C. PROPOSAL SUBMITTAL

Proposals must be signed and submitted no later than 2:00 pm, Thursday, November 17, 2016, to the address below. Each proposal must be submitted in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows.

RFP – On-Call Civil Engineering and Related Services

City of Tigard – Utility Billing Counter
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Boulevard
Tigard, Oregon 97223

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

D. PROTEST OF SCOPE OF WORK OR TERMS

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Purchasing Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least five (5) days before the proposal closing date. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests should be directed to the attention of Joe Barrett, Sr. Management Analyst, and be marked as follows:

RFP Specification/Term Protest

City of Tigard – Contracts and Purchasing Office
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

E. PROPOSAL SUBMISSION AND SIGNING

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

F. COST OF PREPARING A PROPOSAL

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

G. INTERPRETATIONS AND ADDENDA

All questions regarding this project proposal shall be directed to Joe Barrett, Sr. Management Analyst. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the "Acknowledgment of Addendum" with proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

H. BUSINESS LICENSE/FEDERAL TAX ID REQUIRED

The City of Tigard Business License is required. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business License. Successful Contract will be required to present a copy of their City of Tigard Business License at the time of contract execution. Successful Contractor shall also complete a W-9 form for the City at the time of contract execution.

I. QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL

Questions pertaining to this Request for Proposal process should be directed to Joe Barrett, Senior Management Analyst, who can be reached at either (503) 718-2477 or joseph@tigard-or.gov. Technical questions for categories will be addressed by the following:

- Category 1 Engineering Services – Lori Faha, P.E., City Engineer – (503) 718-2759
- Category 2 Engineer of Record Services – Rob Murchison, P.E., Senior Project Engineer – (503) 718-2699
- Category 3 Related Services – Carla Staedter, Project Coordinator – (503) 718-2788

J. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of One Hundred Twenty (120) days from the Proposal Opening Date.

K. FORM OF CONTRACT

A copy of the City's professional services agreement template, which the City expects the successful firm or individual to execute (similar as it may reference Engineer or Architect rather than Consultant), is included as "Attachment D". The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D "Protest of Scope of Work or Terms" or their exceptions will be deemed immaterial and waived.

L. TERM OF CONTRACT

The term of the contract shall be a period of two (2) years with the mutual option to renew for up to two (2) additional one-year periods. The total term of the contract cannot exceed four (4) years.

M. TERMINATION

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days' written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

N. INTERGOVERNMENTAL COOPERATIVE PURCHASING

The firm submitting a proposal agrees to extend identical services under the same terms and conditions to all public agencies in the region. Examples of work projects stated in this solicitation reflect the City of Tigard usage only.

Each participating agency shall execute its own contract with the selected proposers for its requirements. Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

O. NON-COLLUSION

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

P. PUBLIC RECORD

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public.

**SECTION 3
BACKGROUND**

With a diverse economy, strong schools and outstanding parks, Tigard is one of the most livable cities in Oregon. Since its incorporation in 1961, the city has grown to become a desirable and affordable community in the Portland metro area. With a population of just over 50,000, Tigard blends the amenities of a modern city with the friendliness and community spirit of a small town. Residents enjoy access to 18 miles of trails and nearly 550 acres of parks and open spaces. Residents have a range of public transportation choices to nearby Portland, Beaverton and Hillsboro. Other amenities include shopping at Bridgeport Village and Washington Square Mall as well as easy access to multiple full-service medical facilities. The Cascade Mountains, Oregon’s famed beaches and the Columbia Gorge are all accessible as day trips.

The City has a robust Capital Improvement Program (CIP) and has an annual need for a wide range of consulting services associated with the public infrastructure of the City – e.g., the sewer, stormwater, water, parks/greenways, public facilities, and street systems. This solicitation and the on-call agreements that will result are specifically targeted to smaller, short term projects within the overall CIP Program that are typically not using any federal or state monies. For larger design projects and major studies with Service Fees expected to exceed \$100,000, or that will use State or Federal monies, the City conducts project-specific qualifications based solicitations in accordance with Tigard’s Public Contracting Rules. Being selected or not selected on this RFP will not affect any firms’ ability to propose on other consulting work for which the City issues a separate, project-specific RFP.

General work tasks, duties and expected deliverables are identified in Section 4 of this RFP. Categories of Services for which the City intends to execute on-call agreements are identified in Section 5. Firms may propose on one category or multiple categories, and will be evaluated on each specific category proposed, as defined in Section 7 and Attachment C of this RFP. This RFP is structured to give the City access to full service firms capable of providing services in multiple categories as well as smaller, specialty consultants that may only provide services in one category. The evaluation and selection process has been structured to eliminate, to the extent possible, any inherent advantages or disadvantages based on the size of the firm or the extent of teaming arrangements. Teaming or subconsultant arrangements may be proposed, however, only the qualifications of the principal firm will be evaluated. Individual firms should submit individual proposals. If approved by the city, a selected firm with an executed on-call agreement may propose using subconsultant(s) for individual task orders on an as-needed basis.

There are a wide variety of work categories and potential project work within those categories. The City’s intent is to contract with a variety of firms, of various sizes and types of expertise, to best cover the breadth of possible services and the variable size/cost of projects. The City desires to contract with enough firms to cover likely needs but not so many such that some firms are not likely to get work during the contract period.

SECTION 4
SCOPE AND SCHEDULE OF WORK

The listings below and in Section 5 are intended to indicate the broad and diverse range of services the City may contract for, not the scope of a typical Task Order.

A. Project Management

1. Work Scope and proposal development assistance for a particular task order.
2. Prepare and maintain the project schedule, and manage consultant staff and subconsultants to meet schedule project milestones.
3. Schedule and conduct project meetings and prepare agendas and meeting notes.
4. Prepare monthly progress reports, invoices, and cost versus budget vs percent complete reports.

B. Concept Planning and Engineering

1. Research “as-built” records and other historical data.
2. Perform technical evaluations, literature research, field investigations, mathematical analyses, computer modeling, permitting agency coordination, and/or other work to determine current conditions and potential constraints and fatal flaws affecting the permitting or construction of a future project.
3. Identify and evaluate concept level project alternatives and prepare conceptual designs and cost estimates for future projects.
4. Create project design criteria and/or performance criteria for future projects.
5. Update existing utility master plans.
6. Participate/Lead public meetings to forward conceptual design and solicit public input.

C. Preliminary and Final Design

1. Prepare preliminary (30%, 60%) and final (90%, Final) project designs, drawings, and specifications based upon City Standards, ODOT Standards, Clean Water Services Standards and/or other standards, including preparing supplemental general conditions and special provisions. Prepare Engineers Estimates and Bid Documents.
2. Perform specialized field investigations such as soil borings and other geotechnical investigations, water quality sampling, open channel flow measurements, pavement management surveys, pipeline condition assessments and leak studies, traffic and pedestrian studies, speed studies, and signal timing evaluations.
3. Conduct design review meetings, document and distribute review comments, and revise designs, drawings, specifications, and contract documents as needed.
4. Perform field and topographic surveys to support concept designs and/or final design and drawing preparation.
5. Prepare environmental reviews and documentation, environmental permit application submittals, and permitting agency coordination.
6. Prepare documents and maps for right-of-way, easement, and property acquisitions, and assist with title work and negotiations.

D. Construction Engineering and Field Services

1. Perform surveying services as requested during construction.
2. Perform as-built surveys, establish final survey monuments per County standards, and file official maps with the City or County as needed.
3. Provide on-site engineering and inspection support during construction, including field evaluation of specification compliance, submittal reviews, change order reviews, design revisions, billing and quantity reviews, construction management, and value engineering reviews.

4. Prepare hard copy and electronic as-built record drawings following construction completion.

E. Investigations, Studies, Analyses and Other Consulting

1. Cost of service analyses (e.g., rate studies and evaluations)
2. Environmental studies, assessments, reports, and submittals such as wetland delineations, mitigation plans, and Joint Permit Applications
3. Regulatory compliance studies and submittals such as Water Management and Conservation Plans, annual water rights reports, mixing zone studies, and Americans with Disabilities Act (ADA) compliance assessments
4. Seismic and structural analyses
5. Forensic investigations and analyses
6. Computer Applications support services (GIS, GPS, AutoCad).
7. Traffic flow and safety analyses
8. Walking, bicycling, and transit compatibility analyses
9. Groundwater
10. SCADA

NOTE: Based on annual service fee limitations, tasks for Sections 4C and 4D will most likely be limited to smaller scope and/or, repair/replacement type projects, under \$100,000 in consultant fees.

**SECTION 5
SUMMARY OF SERVICE CATEGORIES**

CATEGORY	DESCRIPTION OF SERVICES
	<u>ENGINEERING SERVICES</u>
1.1	<u>Utility Project Planning and Engineering</u> – Analysis, planning, concept design, and cost estimating for: sewage collection systems, potable water systems, and/or storm water collection, transport, detention, and treatment systems. Final design, bid phase services, and construction phase services for smaller, generally repair/ replacement/ rehabilitation type projects, including trenchless technologies and stormwater quality and detention facility retrofits.
1.2	<u>Transportation Project Design and Engineering</u> - Analysis, planning, concept design, and cost estimating for: new, widened, or reconstructed city streets, bikeways, and trails including: street geometry and right-of-way requirements; pavement material selection; pavement section design; vehicle or pedestrian bridges; pedestrian/bicycle/ADA criteria; and street drainage. final design, bid phase services, and construction phase services for smaller, generally repair/ replacement/ rehabilitation type projects. Pavement Management evaluations.
1.3	<u>Land Surveying Services</u> : Survey monument installations; survey control network establishment; construction staking; topographic survey base maps; boundary line and parcel surveys; Metes and Bounds surveys and legal descriptions for easement and right-of-way acquisitions. Urban Renewal legal descriptions and boundary maps.
1.4	<u>Soils and Geotechnical Engineering</u> : Soil and geologic assessments, soil and rock bearing capacity evaluations, slope stability investigations, soil and rock retaining structure design, non-building foundation design. Pavement and roadway section evaluation and/or design.
1.5	<u>Transportation Systems Engineering and Analysis</u> : Traffic engineering evaluations and studies; Traffic project engineering; Transportation System Plans, Intersection Area Management Plans, bicycle and pedestrian circulation plans, transportation modeling and analysis, speed studies, transportation system monitoring and operations, traffic

	counting, ADA assessments, signage/pavement marking evaluations and/or design, MUTCD compliance, intersection design and analysis including roundabouts and signalization, street lighting evaluations and/or design.
1.6	<u>Stream Channel & Outfall Engineering & Analysis:</u> Soil, geologic and geomorphic assessments of stream channel, streambank and slopes for stability and erosion issues; development and analysis of stabilization, repair and restoration options; outfall pipe/culvert condition and damage assessments; final design, permitting, bid phase services, and construction phase services for smaller stream and outfall repair projects.
<u>ENGINEER OF RECORD SERVICES (ONE FIRM SELECTED IN EACH CATEGORY)</u>	
2.1	<u>Engineer of Record – Water System Modelling & Analysis:</u> Analysis, studies, master planning, assist public involvement, cost estimating, private development review, design, construction services and operations technical support.
2.2	<u>Engineer of Record – Aquifer Storage & Recovery System:</u> Analysis, operational planning, assist public involvement, operations technical support, design, testing, permitting, regulatory water quality reporting, performance tracking, and aquifer storage recovery design support.
2.3	<u>Engineer of Record – Supervisory Control and Data Acquisition (SCADA) System:</u> Analysis, planning, design, training, trouble shooting, maintenance, licensing, radio site survey, and new site integration design.
<u>RELATED SERVICES</u>	
3.1	<u>Environmental Permitting Support Services:</u> Corp of Engineers / Department of State Lands wetland removal and fill permits (Joint Permit Applications), wetland delineations, Compensatory Wetland Mitigation Plans, Clean Water Services Vegetated Corridor assessments and mitigation plans, Wetland and Stream Monitoring Plans and yearly reports, archaeological and cultural resource studies, wildlife studies, hazardous materials studies, rare and noxious plants studies and/or biological assessments
3.2	<u>Landscape Architecture Services:</u> Analysis, planning, concept design, and cost estimating for parks, trails, stormwater LIDA facilities, public outdoor spaces and other landscape features; final design, bid phase services, and construction phase services for smaller such projects.
3.3	<u>Architectural Services:</u> Analysis, conceptual plan development, assist public involvement, cost estimating, plan and design documents for bidding, FF&E selection assistance, construction services, and operations technical support.

SECTION 6 PROPOSAL CONTENT AND FORMAT

A. **FORMAT**

Proposer must submit one original hard copy of their proposal and one electronic copy on a portable USB (thumb) drive. To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below. Proposals should be prepared simply and economically, providing a straightforward, concise description of the key personnel's capabilities to satisfy the requirements of the City. Emphasis should be on completeness, brevity, and clarity of content. All pertinent information shall be included in the body of the proposal.

1. **Length**

The proposal must be organized in accordance with this section. Brevity is appreciated by the City staff reviewing the proposals. The proposal may not exceed 15 sheets (30 pages), submitted on double sided typed 8-1/2" x 11" paper. Font size should be 11 point or larger. Covers, dividers, table of contents, Attachments A, B, and C, project sample cut sheets, staff

resumes, and any reference letters are not included in the above page count. See page limitation on resumes and project samples below however. A proposal exceeding the specified number of pages may be considered non-responsive, and the proposal may not be considered.

Key Personnel resumes and project example information cut sheets, if included, shall be in a separate Appendix at the end of the proposal. Irrespective of the number of categories selected, Proposers may provide a maximum total of 10 sheets (20 pages) that consist of a combination of resumes, project information cut sheets, and/or reference letters in the Appendix.

2. Title Page

Proposer should identify the RFP Title, name and title of contact person, address, telephone number, fax number, email address and date of submission.

3. Transmittal Letter

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Proposer's understanding of the project and services to be performed;
- b. A positive commitment to perform the services described in the pertinent service categories; and the names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter.)

4. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

5. Software Resources and Deliverables

As contract conditions, successful proposers shall be required to agree that:

- a. Upon completion of a project, copies of all materials generated in the course of the project shall be provided to the City in both reproducible hard-copy and original electronic format; and
- b. All materials and documents acquired or produced in conjunction with a project shall be delivered to and become the property of the City of Tigard, without restriction or limitation of their future use.

Please provide a brief description of the Proposer's software capabilities, printing/plotting and as-built plotting capabilities, and a written acknowledgement of the City's electronic deliverable requirements. For each service category, please list the key technical software or other systems that your firm regularly uses to perform work tasks.

6. General Qualifications and Responsiveness

- a. Provide a general summary of the proposer's breadth and depth of professional capabilities and experience, including years in business, number and location of branch offices, local office staffing level, and general professional focus. (Optional) Other useful information that may be included in this section includes the total number and type of

projects completed in the last ten years and the number and type of projects currently under contract.

- b. Provide the location of the primary office or offices from which work will be performed.
- c. Provide a general organizational chart and the number and type of personnel (e.g., “four principal civil engineers, two hydrologists, three ACAD technicians”) available at the primary office or offices from which work will be performed. (No specific names are required).
- d. Describe Key Management / Project Management personnel longevity, experience with the company, and the office out of which they work.
- e. Describe the Proposer’s contract/task order review and signature protocols (e.g., who has authority to sign a not to exceed task order and at what dollar level.)
- f. Other information that you believe will assist the City in making its selection.
- g. Minimum Qualifications – Proposers shall document their firms ability to meet the following minimum qualifications:
 - 1) Ability to provide State of Oregon Registered Professional Engineer or Land Surveyor, or other licensed professional(s) as required for any individual project-specific task.
 - 2) Minimum of five (5) years in business providing professional consulting services under the same corporate name, or for recently created or incorporated firms, a minimum of ten years of relevant professional experience for the principal owner of the firm.
 - 3) Ability to meet Insurance and Indemnification requirements currently required by the City (see attached Professional Services Agreement Template).
 - 4) Meeting the Representations and Certifications required in the RFP.
 - 5) Ability to execute a Professional Services Agreement with the City.

7. Understanding and Project Management Approach

This section should document the Proposer’s understanding of, and approach to on-call, task-order based consulting services. Proposers should address the following topics in this section:

- a. The Proposers understanding of the City’s programs, policies, decision making processes, and organizational structure that creates the need for on-call services.
- b. The Proposers general approach and assumptions for developing and negotiating the scope of services and fee for a typical task order.
- c. The Proposers general approach to assigning technical and project management staff to a particular task, performing internal quality assurance/peer review, and completing the identified deliverables on schedule and within budget. The proposer should address particularly their approach to successful and efficient delivery of small to medium sized projects.

8. Category Specific Company Qualifications

This section relates to the firm’s experience and capacity of the Proposer to provide the category specific services being proposed, as identified in Section 5 and as listed on Attachment C. For each category, the proposal should provide details on the following:

- a. A summary table listing example projects with brief descriptions and work categories relevant to those projects that was conducted by the Proposer.
- b. Detailed information for representative projects, by name, type, location, date, and contract value, performed within the last ten years, which best characterize the firm’s experience and qualifications for that category of work. Please include the client contact name, address, phone number and e-mail for each project where possible. Include, as

available, the consultant fees and construction costs for the projects. It is recommended that this information be provided in a “cut sheet” format. Please include three to five sample projects for each service category for which your firm would like to be considered. If a sample project can apply to more than one category, just indicate as such. As noted, the cut sheets can be located in the Appendix, and are then subject to the separate page count limitation for the Appendix.

- c. Key management/project management personnel that were assigned to the representative projects listed and are potentially available for similar assignment on City of Tigard projects.
- d. For work performed for other governmental or quasi-governmental entities under the broad heading of On-Call, Resident Engineer, Town Engineer, Consultant-of-Record, Pre-Qualified, or other designation, please provide the dates these arrangements existed, and the types of services performed.
- e. Reference letters from recent clients (to be provided in the Appendix), may be considered as part of this scoring section.

9. Category Specific Technical Personnel

This section relates to the key personnel that would potentially be assigned to a specific task. For each category, the proposal should provide details on the following:

- a. Identify department managers / technical leads / key technical personnel by name, title, and years of service with the company, what office they work at and where they reside in the organizational structure. Indicate who typically will manage projects similar to ones described in this RFP.
- b. For key project management and technical personnel, provide relevant individual project experience, areas of specialization or expertise, awards, registrations and certifications, and overall technical capabilities and competence. (Note: Key technical personnel resumes (if included in the Appendix) will be evaluated as part of this section.)

B. ADDITIONAL INFORMATION

Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.

C. REFERENCES

Contractor must demonstrate successful past performance of the firm’s ability to provide services as set forth in this specification. Contractors must detail three (3) references to document experience. References must be detailed in Attachment B “Statement of Proposal”

D. DISPUTES

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

E. CITY PERSONNEL

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

SECTION 7
PROPOSAL EVALUATION PROCEDURES

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer which best meets the City's needs based upon its evaluation of a firms proposal. Proposals will be evaluated in accordance with the following:

- | | | |
|---------------------------------------|--|--------------------------|
| 1. | <u>Completed Proposal submitted on time</u> | <u>Pass/Fail</u> |
| 2. | <u>An original plus one electronic copy on portable USB drive of proposal</u> | <u>Pass/Fail</u> |
| 3. | <u>Transmittal letter</u> | <u>Pass/Fail</u> |
| 4. | <u>Software Resources and Deliverables</u> | <u>Pass/Fail</u> |
| 5. | <u>General Qualifications and Responsiveness</u> | <u>15 points</u> |
| 6. | <u>Understanding and Project Management Approach</u> | <u>25 points</u> |
| 7. | <u>Category Specific Company Qualifications</u> | <u>30 points</u> |
| 8. | <u>Category Specific Technical Personnel</u> | <u>30 points</u> |
| <u>TOTAL EVALUATION POINTS</u> | | <u>100 POINTS</u> |

B. SCORING SUMMARY

The scoring format that will be used by the City will be similar to Table 6.B.1 below. Proposers will be scored once by each evaluator for criteria 1 thru 6, and scored separately on Criteria 7 and 8 for the individual categories on which they are proposing. Scoring by individual evaluators will be totaled to obtain a total raw score for each proposal. Preliminary rankings will be developed based upon the City's evaluation of each proposers qualifications within the sub-categories on which they proposed. After preliminary rankings are established, the evaluation team will also consider the type and range of services that can be provided by individual proposers.

TABLE 6.B.1

EXAMPLE		General	1.1	1.4	2.1
Evaluation Criteria	Max Score	Score	Score	Score	Score
1. Submitted On Time	P/F	P	X	X	X
2. One Hard Copy and Copy on USB Drive	P/F	P	X	X	X
3. Transmittal Letter	P/F	P	X	X	X
4. Software Resources and Deliverables	P/F	P	X	X	X
5. General Qualifications and Responsiveness	15	12	X	X	X
6. Understanding and Project Management Approach	25	18	X	X	X
7. Category Specific Company Qualifications	30	X	25	28	23
8. Category Specific Technical Personnel	30	X	25	27	23
TOTAL	100		80	85	76

C. INVESTIGATION OF REFERENCES

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

D. CLARIFICATION OF PROPOSALS

The City reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

E. INTENT OF AWARD

The City intends to select at least one and a maximum of five on-call consultants for each of the categories listed in Section 5, however, not all categories may have unique selections. The City anticipates selecting one consultant each for the three categories of “Engineer of Record” work. It is probable and likely that one or more firms will be selected to provide services in multiple categories.

Final selections will be based on a consensus of the evaluation team, taking into account group scoring, the number of candidates proposing for each category, the City’s expectation of the type and volume of work within each category, and the potential need of the City to obtain services spanning multiple categories from a single firm for a specific project.

To maximize distribution of work among selected consultants, the City intends to rotate through the list of selected firms as projects come up within specific categories for which multiple firms were selected. However, the City makes no guarantees as to the actual amount of work, if any, to be obtained by any particular firm. The City reserves the right to not rotate firms, depending on proven expertise, previous involvement in a similar project, or as otherwise determined to be in the best interest of the City. The City also reserves the right to solicit and award work using a different procurement process, as is determined to be in the best interest of the City.

F. PROTEST OF AWARD

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

G. PROPOSAL REJECTION

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;
2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. Reject all proposals;
5. Award any or all parts of any proposal; and
6. Request references and other data to determine responsiveness.

**SECTION 8
PROPOSAL CERTIFICATIONS**

Non-discrimination Clause

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address: _____

Resident Certificate

Please Check One:

Resident Vendor: Vendor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

Or

Non-resident Vendor: Vendor does not qualify under requirement stated above.
(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

**SECTION 9
SIGNATURE PAGE**

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: _____

Address: _____

Telephone Number: _____ Fax Number: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: _____

If corporation, attest: _____
(Corporate Officer)

Corporation Partnership Individual

Federal Tax Identification Number (TIN): _____

**ATTACHMENT A
CITY OF TIGARD, OREGON
ACKNOWLEDGMENT OF ADDENDA**

Project Title: On-Call Civil Engineering and Related Services

Close: Thursday, November 17, 2016 - 2:00 pm

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA (*If none received, write "None Received"*):

1. _____ 3. _____

2. _____ 4. _____

Date

Signature of Proposer

Title

Corporate Name

**ATTACHMENT B
CITY OF TIGARD, OREGON
STATEMENT OF PROPOSAL**

Name of Consultant: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____ Fax: _____ Email: _____

accepts all the terms and conditions contained in the City of Tigard's Request for Proposal for On-Call Civil Engineering and Related Services and the attached template Professional Services Agreement:

Signature of authorized representative

Date

Type or print name of authorized representative

Telephone Number

Type or print name of person(s) authorized to negotiate contracts

Telephone Number

REFERENCES

Reference #1

Telephone Number

Project Title

Contact Individual

Reference #2

Telephone Number

Project Title

Contact Individual

Reference #3

Telephone Number

Project Title

Contact Individual

**ATTACHMENT C
PROPOSER'S SUBMITTING CATEGORY FORM**

_____ (*Company Name*) does hereby propose to provide the City of Tigard with On-Call Civil Engineering and Related Services, as defined in Section 5 of the City's Qualification-based Request for Proposal.

Category #	Engineering Services	Mark with "X"
1.1	Utility Project Planning and Engineering	
1.2	Transportation Project Planning and Engineering	
1.3	Land Surveying Services	
1.4	Soils and Geotechnical Engineering	
1.5	Transportation Systems Engineering & Analysis	
1.6	Stream Channel & Outfall Engineering & Analysis	
	Engineer of Record Services	
2.1	Engineer of Record: Water Systems Modelling & Analysis	
2.2	Engineer of Record: Aquifer Storage & Recovery System	
2.3	Engineer of Record: Supervisory Control and Data Acquisition (SCADA) System	
	Related Services	
3.1	Environmental Permitting Support Services	
3.2	Landscape Architecture Services	
3.3	Architectural Services	

Authorized Signature: _____

Date: _____

ATTACHMENT D
SAMPLE CONTRACT TEMPLATE
CITY OF TIGARD, OREGON
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this (Day) day of (Month), (Year), by and between the City of Tigard, a municipal corporation, hereinafter referred to as the "City," and (Name and Address of Firm), hereinafter referred to as the "Consultant."

RECITALS

WHEREAS, the City's Fiscal Year budget provides for services for the project; and

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the program of the City; and

WHEREAS, the City desires to engage the Consultant to render professional services for the project described in this Agreement, and the Consultant is willing and qualified to perform such services;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. Consultant's Scope of Services

The Consultant shall perform professional services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and by this reference made a part of this Agreement.

2. Effective Date and Duration

This agreement shall become effective upon the date of execution by the City's Local Contract Review Board, and shall expire, unless otherwise terminated or extended, on completion of the work or June 30, (Year) whichever comes first. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. Consultant's Fee

A. Basic Fee

- 1) As compensation for Basic Services as described in Exhibit A of this Agreement, and for services required in the fulfillment of Paragraph 1, the Consultant shall be paid on an hourly rate based upon the "Schedule of Rates" in Exhibit B of this agreement, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall not exceed the amount of (Amount of dollars expressed in words) dollars (\$Amount of dollars expressed numerically) without prior written authorization.
- 2) The Parties hereto do expressly agree that the Basic Fee is based upon the Scope of Services to be provided by the Consultant and is not necessarily related to the estimated construction cost of the Project. In the event that the actual construction cost differs from the estimated construction cost, the Consultant's compensation will not be adjusted unless the Scope of Services to be provided by the Consultant changes and is authorized and accepted by the City.

B. Payment Schedule for Basic Fee

Payments shall be made upon receipt of billings based on the work completed. Billings shall be submitted by the Consultant periodically, but not more frequently than monthly. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Special Services

Only when directed in writing by the City, the Consultant shall furnish or acquire for the City the professional and technical services based on the hourly rate schedule as described in Exhibit B of this contract for minor project additions and/or alterations.

D. Certified Cost Records

The Consultant shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For such purposes, the books of account of the Consultant shall be subject to audit by the City. The Consultant shall complete work and cost records for all billings on such forms and in such manner as will be satisfactory to the City.

E. Contract Identification

The Consultant shall furnish to the City its employer identification number, as designated by the Internal Revenue Service, or social security number, as the City deems applicable.

F. Payment – General

- 1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- 3) 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 Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which 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.
- 4) The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.
- 5) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.
- 6) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or their surety from obligation with respect to any unpaid claims.

4. Ownership of Plans and Documents: Records

- A.** The field notes, design notes, and original drawings of the construction plans, as instruments of service, are and shall remain, the property of the Consultant; however, the City shall be furnished, at no additional cost, one set of previously approved reproducible drawings, on 3 mil minimum thickness mylar as well as diskette in “DWG” or “DXF” format, of the original drawings of the work. The City shall have unlimited authority to use the materials received from the Consultant in any way the City deems necessary.
- B.** The City shall make copies, for the use of and without cost to the Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.
- C.** The Consultant shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Consultant at no additional expense to the City except as provided elsewhere in this Agreement.

5. Assignment/Delegation

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Consultant shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. Consultant is Independent Contractor

- A.** The City’s project director, or designee, shall be responsible for determining whether Consultant’s work product is satisfactory and consistent with this agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Agreement.
- B.** Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant’s status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this contract are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. 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 agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Consultant or to a third party) as a result of said finding.

- C. The undersigned Consultant hereby represents that no employee of the City or any partnership or corporation in which a City 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 Agreement, except as specifically declared in writing.
- D. If this payment is to be charged against Federal funds, Consultant certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his/her normal charge for the type of service provided.
- E. Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- F. Consultant shall obtain, prior to the execution of any performance under this Agreement, a City of Tigard Business License. The Tigard Business License is based on a calendar year with a December 31st expiration date. New businesses operating in Tigard after June 30th of the current year will pay a pro-rated fee though the end of the calendar year.
- G. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

- A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this contract will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the Consultant's profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.
- B. Claims for other than Professional Liability. Consultant agrees and shall indemnify, defend, save and hold harmless the City of Tigard, its officers, employees, agents, and representatives from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, of whatsoever nature, including intentional acts resulting from or arising out of the activities of Consultant or its subcontractors, sub-consultants, agents or employees in performance of this contract at both trial and appeal level, whether or not a trial or appeal ever takes place including any hearing before federal or state administrative agencies.. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Claims for Professional Liability. Consultant agrees and shall indemnify, defend, save and hold harmless the City of Tigard, its officers, employees, agents, and representatives from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, arising out of the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-consultants, agents or employees in performance of professional services under this agreement. Any work by Consultant that results in a design of a facility that is not readily accessible to and usable by individuals with disabilities shall be considered a professionally negligent act, error or omission.

D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City’s alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City in performance of this contract. A claim for other than professional responsibility is a claim made against the City in which the City’s alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant in performance of this contract.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover risks arising directly or indirectly out of Consultant’s activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Consultant shall obtain, at Consultant’s expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an “occurrence” form (CG 2010 1185 or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$50,000

B. Professional Liability

Consultant shall obtain, at Consultant’s expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by any actual or alleged negligent act, error or omission in the rendering of or failure to render Professional Services. Combined single limit per claim shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000 and filed on a “claims-made” form.

C. Commercial Automobile Insurance

Consultant shall also obtain, at Consultant’s expense, and keep in effect during the term of the contract (Symbol 1 or Symbols 8 and 9 as applicable) Commercial Automobile Liability coverage on an “occurrence” form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

If Contractor operates a personally-owned vehicle for business use under this contract, the Contractor shall obtain, at Contractor’s expense, and keep in effect during the term of the contract, business automobile liability coverage for all owned vehicles on an “occurrence” form. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

E. Additional Insured Provision

All policies aforementioned, other than Workers' Compensation and Professional Liability, shall include the City its officers, employees, agents and representatives as additional insureds with respect to this contract. Coverage will be endorsed to provide a "per project" aggregate.

F. Extended Reporting Coverage

If any of the aforementioned liability insurance is arranged on a "claims-made" basis, Extended Reporting coverage will be required at the completion of this contract to a duration of 24 months or the maximum time period the Consultant's insurer will provide such if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims-made" liability coverage for 24 months following contract completion. Continuous "claims-made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract. Coverage will be endorsed to provide a "per project" aggregate.

G. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. All policies of insurance must be written by companies having an A.M. Best rating of "A-VII" or better, or equivalent. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

H. Self-Insurance

The City understands that some Contractors may self-insure for business risks and the City will consider whether such self-insurance is acceptable if it meets the minimum insurance requirements for the type of coverage required. If the Contractor is self-insured for commercial general liability or automobile liability insurance the Contractor must provide evidence of such self-insurance. The Contractor must provide a Certificate of Insurance showing evidence of the coverage amounts on a form acceptable to the City. The City reserves the right in its sole discretion to determine whether self-insurance is adequate.

I. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required Certificates of Insurance have been received and approved by the City. The certificate will specify and document all provisions within this contract and include a copy of Additional Insured Endorsement. A renewal certificate will be sent to the address below prior to coverage expiration.

J. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

K. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

L. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability and commercial automobile policies required by this contract.

A certificate in form satisfactory to the City certifying to the issuance of such insurance will be forwarded to:

City of Tigard
Attn: Contracts and Purchasing Office
13125 SW Hall Blvd
Tigard, Oregon 97223

At the discretion of the City, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company may be required to be forwarded to the above address. Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit Consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the contract pursuant to this paragraph, it shall pay Consultant for services rendered to the date of termination.

10. Termination With Cause

A. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Consultant becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Consultant, if a receiver or trustee is appointed for Consultant, or if there is an assignment for the benefit of creditors of Consultant.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Consultant, may terminate the whole or any part of this Agreement:

- 1) If Consultant fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Consultant fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.
- 3) If Consultant fails to eliminate a conflict as described in Section 14 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Consultant bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Consultant. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD	(CONSULTANT)
Attn: (City's contact person's name)	Attn: (Consultant's contact person's name)
Address: 13125 SW Hall Blvd. Tigard, Oregon 97223	Address: (Consultant's mailing address)
Phone: (503) (Project Mgr's phone #)	Phone: (Project Mgr's phone #)
Email: (PM's email)@tigard-or.gov	Email: (Contact person's email)

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and

addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

14. Professional Services

The City requires that services provided pursuant to this agreement shall be provided to the City by an Consultant, which does not represent clients on matters contrary to City interests. Further, Consultant shall not engage services of an Consultant and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests.

Should the Consultant represent clients on matters contrary to City interests or engage the services of an Consultant and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests, Consultant shall consult with the appropriate City representative regarding the conflict.

After such consultation, the Consultant shall have seven (7) days to eliminate the conflict to the satisfaction of the City. If such conflict is not eliminated within the specified time period, the agreement may be terminated pursuant to Section 10 (B - 3) of this agreement.

15. Force Majeure

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

16. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. All facilities designed by Consultant under this contract shall be designed to be readily accessible to and usable by individuals with disabilities as required by the Americans with Disabilities Act.

17. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

18. Extra (Changes) Work

Only the City's Project Manager may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. Governing Law

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

20. Compliance With Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including those set forth in ORS 279A, 279B, and 279C.

21. 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 in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

22. Access to Records

City shall have access to such books, documents, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

23. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Consultant agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

24. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

25. Representations and Warranties

Consultant represents and warrants to the City that:

- A. Consultant has the power and authority to enter into and perform this Agreement.
- B. This Agreement, when executed and delivered, is a valid and binding obligation of Consultant, enforceable in accordance with its terms.
- C. Consultant (to the best of Consultant's knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:

- 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 2) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;
 - 3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and
 - 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any intellectual property rights or such delivered to the City under this Agreement, and Consultant's services rendered in the performance of Consultant's obligations under this Agreement, shall be provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

26. Compliance with Tax Laws

- A. Consultant must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of the State of Oregon. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 25.C. 1) through 4) of this Agreement.
- B. Any violation of subsection A of this section shall constitute a material breach of this Agreement. Further, any violation of Consultant's warranty, in subsection 25.C of this Agreement, that the Consultant has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle the City to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:
- 1) Termination of this Agreement, in whole or in part;
 - 2) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Consultant, in an amount equal to State's setoff right, without penalty; and
 - 3) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The City shall be entitled to recover any and all damages suffered as the result of Consultant's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement Consultant.

These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

27. Complete Agreement

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the Parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A shall control.

No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Consultant has executed this Agreement on the date hereinabove first written. Awarded by Tigard's Local Contract Review Board at their _____ meeting.

CITY OF TIGARD

(CONSULTANT)

By: Marty Wine, City Manager

By: Authorized Contractor Representative

Date

Date