



City of Tigard

FINANCE AND INFORMATION SERVICES

Request for Proposal (RFP)

TRAFFIC CONTROL (FLAGGING) SERVICES

Proposals Due: Tuesday, October 18, 2011 - 2:00 p.m. local time

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

Direct Questions To: Michelle Wright, Business Manager
Phone: (503) 718-2445
Email: michellew@tigard-or.gov

**PUBLIC NOTICE
REQUEST FOR PROPOSAL
TRAFFIC CONTROL (FLAGGING) SERVICES**

The City of Tigard is seeking sealed proposals from qualified firms to provide traffic control (flagging) services for the City's Public Works department. Proposals will be received until 2:00 p.m. local time, Tuesday, October 18, 2011, 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 <http://www.tigard-or.gov> 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.

PUBLISHED: Daily Journal of Commerce
Monday, September 19, 2011

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
Title Page.....	1
Public Notice.....	2
Table of Contents.....	3
 <u>SECTIONS</u>	
Section 1 Introduction.....	4
Section 2 Proposer’s Special Instructions.....	4
Section 3 Background.....	7
Section 4 Scope and Schedule of Work.....	7
Section 5 Proposal Content and Format.....	8
Section 6 Proposal Evaluation Procedures.....	9
Section 7 Proposal Certification.....	11
Section 8 Signature Page.....	12
 <u>ATTACHMENTS</u>	
Attachment A Acknowledgement of Addendum.....	13
Attachment B Statement of Proposal.....	14
Attachment C City of Tigard General Services Agreement.....	15

SECTION 1
INTRODUCTION

The City of Tigard is seeking sealed proposals from qualified firms to provide traffic control (flagging) services for the City's Public Works department. Proposals will be received until 2:00 p.m. local time, Tuesday, October 18, 2011, 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.

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.

SECTION 2
PROPOSER'S SPECIAL INSTRUCTIONS

A. PROPOSED TIMELINES

<u>Monday, September 19, 2011</u>	Advertisement and Release of Proposals
<u>Tuesday, October 18, 2011 – 2:00 p.m.</u>	Deadline for Submission of Proposals
<u>Tuesday, November 8, 2011</u>	Award of Contract by LCRB
<u>Monday, November 21, 2011</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

The Proposal and all amendments must be signed and submitted no later than 2:00 p.m., Tuesday, October 18, 2011 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 – Traffic Control (Flagging) Services

City of Tigard – Utility Billing Counter
Attn: Joseph Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
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: Joseph 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. CITY'S PROJECT MANAGER

The City's Project Manager for this work will be Michelle Wright, Public Works Business Manager, who can be reached by phone at 503-718-2445 or by email at michellew@tigard-or.gov.

J. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

K. FORM OF CONTRACT

A copy of the City's standard vehicle and light truck repair and maintenance contract, which the City expects the successful firm or individual to execute, is included as "Attachment C". 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 one (1) year with the mutual option to renew for up to four (4) additional one-year periods. The total term of the contract cannot exceed five (5) 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 bidder submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect the City of Tigard usage only.

Each participating agency shall execute its own contract with the lowest responsible/responsive bidder for its requirements. Any bidder(s), by written notification included with their bid, 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

The City of Tigard was incorporated in 1961 and today is a clean, livable, and affordable community. Tigard is located in southeast Washington County, 15 minutes from downtown Portland. Tigard's population estimate for 2010 is 47,700 residents. As a community, Tigard strives to blend the amenities of a modern city with the friendliness and community spirit of a small town.

Tigard's Public Works department has a need for traffic control/flagging services on an as-needed basis for various projects. These projects increase in frequency during the summer months but may be present throughout the year on a varying basis. A typical project will last 4-8 hours per day and may last for any number of days.

SECTION 4
SCOPE OF SERVICES/REQUIREMENTS

The City of Tigard is soliciting proposals from Vendors to provide flagging services within and around the outlying jurisdiction of Tigard. Services are to include the following:

- Providing flagging services upon request of Public Works Department to the City of Tigard.
- Flagging services must be available seven days per week, twenty-four (24) hours per day and 365 days per year.
- Flagging services may be required on holidays and off hours in the event of an emergency.
- All flaggers must be American Traffic Safety Services Association (ATSSA) certified with a minimum of one flagger instructor on staff. Flagging certificates must be current and on file with the Department of Public Works.
- The City cannot guarantee or predict flagging needs.

1. REQUIREMENTS OF CONTRACTED FIRM

A. Certification and Training

All flaggers must be trained to current Oregon Department of Transportation ODOT standards. Certificates are to be kept current and on file with the Department of Public Works. Flaggers must face traffic at all times and be aware of their traffic control responsibilities. Flaggers must be knowledgeable of traffic control procedures and exhibit sound judgment in directing traffic.

B. Flagger Qualifications

Flaggers should be able to demonstrate the following abilities:

- a. Ability to receive and communicate specific instructions clearly, firmly and courteously;
- b. Ability to move and maneuver quickly in order to avoid danger from errant vehicles;
- c. Ability to control signaling devices (such as paddles and flags) in order to provide clear and positive guidance to drivers approaching a construction zone;
- d. Ability to understand and apply safe traffic control practices, sometimes in stressful or emergency situations; and
- e. Ability to recognize dangerous traffic situations and warn workers in sufficient time to avoid injury.

C. Appearance and Safety Equipment

Flaggers must be dressed in a neat and presentable manner. No shorts or tank tops are to be worn. A person designated by the vendor to be responsible for worker safety shall make the selection of the appropriate class of garment. All flaggers must wear hard hats and steel-toed

safety footwear. No music radios, CD, MP3 players or any other sound device, no umbrellas and no chairs will be allowed at the flagging site.

D. Contractor Provided Flagging Equipment

- a. STOP/SLOW paddles as specified in the *Manual on Uniform Traffic Control Devices* (MUTCD)
- b. Two-way radios

E. Transportation of Flaggers

Flaggers must have their own, or company supplied, transportation which shall be available all day should there be a need to change job locations.

F. Flagger Professionalism/Removal

Flaggers shall be courteous but firm in their mannerisms and professional in their activities. Flaggers must be able to clearly and effectively communicate with fellow workers, the traveling public and City or State representatives. If a flagger fails to adhere to any of these guidelines, they may be asked to leave the site. The Vendor then becomes responsible for providing a replacement flagger within two (2) hours of a flagger being removed from the site.

**SECTION 5
PROPOSAL CONTENT AND FORMAT**

A. FORMAT

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.

1. 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.

2. 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 within the time period specified, starting and completing the project within the deadlines stated in this RFP; 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.)

3. Table of Contents

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

4. Qualifications – Firm and Key Personnel

- a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for local government audits.

- c. Proposers must identify the anticipated key members of their firm that will be assigned to meet the City's needs. Pertinent resumes of supervising personnel should be included.

5. Service Approach – Training/Supervision/Reliability/Scheduling

Proposers should provide the City with information regarding their understanding of the City's needs with regards to the Scope and Schedule of Work. Proposers should demonstrate a general understanding of the needs of a city's public works department in the State of Oregon. As part of their service understanding documentation, Proposer's should address their availability and reliability that will be required to meet the City's needs. The City would prefer to not have radical turnover in a firm's assigned supervisory staff from year to year.

6. Cost

Proposers must document their hourly rates for any classification that may be assigned to a City project (flagger, supervisor, etc.) Proposers should include both regular rates and prevailing rate as the City may have the need to assign Contractor to a prevailing rate project. Proposer must further detail any additional rate or cost that may be charged to the City and provide specific details on the rationale for the rate or cost.

B. ADDITIONAL SERVICES

Provide a brief description of any other services that your firm could provide the City and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an "as needed" basis, to be provided and billed for separately.

C. ADDITIONAL INFORMATION

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

D. 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"

E. 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.

F. CITY PERSONNEL

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

SECTION 6

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 firm's proposal. Proposals will be evaluated in accordance with the following:

CRITERIA	ASSIGNED POINTS
Qualifications – Firm and Key Personnel	25
Service Approach – Training/Supervision/Reliability/Scheduling	25
Cost	50
Total Possible Points	100

B. 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.

C. 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.

D. RESERVATION IN EVALUATION

The Selection Committee reserves the right to either: (a) request “Best and Final Offers” from the two finalist firms and award to the lowest priced or (b) to reassess the proposals and award to the vendor determined to best meet the overall needs of the City.

E. INTENT OF AWARD

Upon review of the proposals submitted, the City may negotiate a scope of work and a general services agreement with one firm, or may select one or more firms for further consideration.

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. In the event two or more proposals shall be for the same amount for the same work, the City shall follow the provisions of LCRB 30.095 and Section 137-095 of the Oregon Attorney General’s Model Public Contract Manual;
5. Reject all proposals;
6. Award any or all parts of any proposal; and
7. Request references and other data to determine responsiveness.

**SECTION 7
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 8
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: Traffic Control (Flagging) Services

Close: October 18, 2011 - 2:00 p.m.

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 traffic control (flagging) services and the attached general services agreement (Attachment C):

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
CITY OF TIGARD, OREGON
AGREEMENT FOR SERVICES RELATED TO
(ENTER CONTRACT TITLE)

THIS AGREEMENT made and entered into this (Day) of (Month), (Year) by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called "City", and (Contractor's Name), hereinafter called "Contractor", collectively known as the "Parties."

RECITALS

WHEREAS, Contractor has submitted a bid or proposal to City to provide specific services; and

WHEREAS, Contractor is in the business of providing specific services and is aware of the purposes for which City requires the services; and

WHEREAS, City and Contractor wish to enter into a contract under which City shall purchase the services described in Contractor's bid or proposal;

THEREFORE, The Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor agrees to provide services related to (enter project title or brief description) as detailed in Exhibit A – Scope of Services and by this reference made a part hereof.

2. EFFECTIVE DATE AND DURATION

Contractor shall initiate services upon receipt of City's notice to proceed, together with an executed copy of this Agreement. This Agreement shall become effective upon the date of execution and shall expire, unless otherwise terminated or extended, on (Enter end date). All services shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor an amount not exceeding (Amount in words) and (00-99)/100 dollars (\$Amount in numbers) for performance of those services described herein, which payment shall be based upon the following applicable terms:

- A.** Payment will be made in installments based on Contractor's invoice, subject to the approval by the City, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- B.** Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- C.** The City reserves the right to make any payment due to the Contractor via a credit card.
- D.** Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the prosecution of this work.
- E.** Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.

- F. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- G. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a 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 the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- H. Contractor shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one work 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.
- I. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical, hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- J. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract during the current fiscal year. Appropriations for future fiscal years shall be subject to budget approval by the City Council.

5. **ASSIGNMENT/DELEGATION**

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

6. **SUBMITTING BILLS AND MAKING PAYMENTS**

All notices and bills shall be made in writing and may be given by personal delivery, mail or 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		(CONTRACTOR)	
Attn:	(City's contact person's name)	Attn:	(Contractor's contact person's name)
Address:	13125 SW Hall Blvd. Tigard, Oregon 97223	Address:	(Contractor's mailing address)
Phone:	503-(Project Mgr's phone #)	Phone:	(Project Mgr's phone #)
Fax:	503-(Project Mgr's fax #)	Fax:	(Project Mgr's fax #)
Email Address:	(Contact person's email)@tigard-or.gov	Email Address:	(Contact person's email)

7. **TERMINATION**

The parties agree that any decision by either party to terminate this Agreement before (day) of (month), (year) shall be accompanied by thirty (30) days written notice to the other party prior to the date termination would take effect. There shall be no penalty for early termination. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered prorated to the date of termination.

8. **ACCESS TO RECORDS**

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

9. **FORCE MAJEURE**

Neither City nor Contractor 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, natural disaster, war, 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 (10) 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.

10. **NON-DISCRIMINATION**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

11. **INDEMNITY/HOLD HARMLESS**

Contractor shall defend, indemnify and hold harmless City, City's officers, employees, agents and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's sole negligence.

12. **INSURANCE**

Contractor shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder.

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

A. **Commercial General Liability Insurance**

Contractor shall obtain, at contractor'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 (1996 ISO 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	4,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000

Each Occurrence	2,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	5,000

B. Business Automobile Liability Insurance

If Contractor will be delivering any goods or services which require the use of a vehicle, Contractor shall provide City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

C. Workers' Compensation Insurance

The Contractor and all employers providing work, labor or materials under this Contract that are either 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 or employers that are exempt under ORS 656.126. 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. Contractors 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 \$500,000 each accident.

D. Insurance Carrier Rating

All coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

E. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City.

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

13. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including witness fees (expert and non-expert), attorney's fees and court costs on appeal.

14. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this agreement.

15. 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 terms of proposal conflicting herewith.

16. 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.

17. INDUSTRIAL ACCIDENT FUND PAYMENT

Contractor shall pay all contributions or amount due the Industrial Accident Fund form that Contractor or subcontractors incur during the performance of this Agreement.

18. 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 Exhibit, 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 modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties. 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. Contractor, by the signature of its authorized representative, hereby acknowledges that Contractor 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 Contractor has executed this Agreement on the date hereinabove first written. Approved by Tigard’s Local Contract Review Board: _____

CITY OF TIGARD

(CONTRACTOR)

By: Authorized City Representative

By: Authorized Contractor Representative

Date

Date

Template Agreement
SCOPE OF SERVICES

Template Agreement
CONTRACTOR'S PROPOSAL