



CITY OF WEST LINN

22500 Salamo Road
West Linn, Oregon 97068
503-722-5501 FAX 503-656-4106

THE OFFICIALS OF THE CITY OF WEST LINN

Mayor	John Kovash
Council President	Jody Carson
Councilor	Teri Cummings
Councilor	Mike Jones
Councilor	Jenni Tan
City Manager	Chris Jordan

**REQUEST FOR
PROPOSALS**

PERSONAL SERVICES

PROJECT NAME
WEST LINN, OREGON

CITY OPENING OF PROPOSALS

DATE: June 12, 2012

LOCATION: The City of West Linn
22500 Salamo Road
West Linn, Oregon 97068

TIME: 2:00 PM

SCHEDULE

RFP ADVERTISED	May 14, 2012
RFP SUBMITTALS DUE	June 12, 2012
TENTATIVE CONTRACT AWARD	July 10, 2012
CONTRACT SIGNED	July 10, 2012

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REQUEST FOR PROPOSALS

Notice is hereby given that the City of West Linn, through its City Council will receive sealed proposals until **2:00 p.m., June 12, 2012** in the Office of Public Works Engineering Division, 22500 Salamo Road, West Linn, Oregon 97068 for the following:

**Request for Proposal
Conceptual Level Design and Preliminary Construction Cost Estimate (Class 4 (AACE))
For
the Bolton Reservoir Replacement Project (PW-09-06)**

WEST LINN, OREGON

Proposals will be publicly opened after 2:00 p.m. that same day. Proposals received after 2:00 on the above mentioned date shall not be considered and be returned unopened.

The project plans, specifications and proposed contract provisions may be reviewed at no cost through the City of West Linn's website at <http://westlinnoregon.gov/rfps> or obtained through the City of West Linn Engineering Division located at 22500 Salamo Road, West Linn, Oregon. If you wish to receive any possible future addendums for this project, please email prich@westlinnoregon.gov with your name, address, telephone number, fax and email address or call 503-722-5501 to be placed on the Proposer List.

The proposed work consists generally of the following:

Provide preliminary engineering and analysis to develop conceptual level designs and preliminary construction cost estimates for replacement of the City's existing 2.5 mg Bolton Reservoir with a 4.0 mg reservoir.

Proposals shall be submitted on the prescribed form and in said manner as indicated in the proposal documents. Use of recycled material is encouraged and the City reserves the right to use recycled material provided the provisions of ORS 279A.125 are met.

The City of West Linn reserves the right to reject any or all proposals, to postpone the award for 60 days, to delete certain items from the Proposal and to award the contract to the best possible proposer. Any proposal not in compliance with prescribed public bidding procedures and requirements will be rejected.

Proposal format and other related information is available at the Office of Public Works Engineering Division, 22500 Salamo Road, West Linn, Oregon 97068.

Sealed proposals must be physically received by Pat Rich, Public Works Administrative Assistant, 22500 Salamo Road, West Linn, Oregon 97068, on or before 2:00 p.m. on the 12th day of June, 2012. No proposals will be received or considered after that time.

Each proposal must contain a statement as to whether the vendor is a resident vendor, as defined in ORS 279A.120.

The West Linn City Council reserves the rights to reject any and all proposals not in compliance with all prescribed public bidding procedures and requirements, reject for good cause any and all proposals upon the finding that it is in the public interest to do so and waive any and all informalities.

Dennis Wright, City Engineer

INSTRUCTIONS AND CONDITIONS

2.1 GENERAL:

Proposers must study carefully and conform to these "Instructions and Conditions" so that their proposals will be regular, complete and acceptable.

2.2 PROPOSALS:

All proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

Proposals carrying orders or qualifications may be rejected as irregular.

All proposals must be signed in ink in the blank spaces provided herein (Section 3). If a firm or partnership makes the proposal, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If a corporation makes the proposal, an official who is authorized to bind the contractor must sign it in the name of such corporation.

2.3. DELIVERY OF PROPOSALS:

All proposals must be submitted in a sealed envelope, bearing on the outside the name and address of the contractor, the name of the project for which the proposal is submitted and the time and date of the scheduled opening. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Pat Rich, Public Works Administrative Assistant, 22500 Salamo Road, West Linn, Oregon 97068.

2.4. RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will not be considered and be returned unopened.

No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

At the time fixed for the opening, the proposals shall be opened so as to avoid disclosure of contents to competing proposals during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award. Once the closing time and date arrive, the names of the proposer submitting proposals are read publicly. No other information will be disclosed.

2.5. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written or telegraphic request received from the contractors prior to the time fixed for opening. Negligence on the part of the vendor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as the City Council:

1. Specifically rejects the proposal, or;
2. Awards a contract and said contract is properly executed.

Contractors' proposals must be valid for at least sixty (60) days.

2.6. MODIFICATIONS:

Any proposer may modify his/her proposal by submitting a new proposal at any time prior to the scheduled closing time for receipt of proposals. The new proposal must state it supersedes and replaces the previous proposal

2.7. ACCEPTANCE OR REJECTION OF PROPOSALS:

In the award of the contract, the City Council will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of The City of West Linn, and reserves the right to award the contract to the contractor whose proposal shall be best for the public good. The City Council reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal, which is incomplete, obscure or irregular, may be rejected. Only one proposal will be accepted from any one firm or association. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

Since this is a Request for Proposals, the City will not add a percent increase on the proposal of a nonresident proposer equal to the percent, if any, of the preference given to that proposer in the state in which the proposer resides. See ORS 279C.400(4).

2.8. ADDENDA AND INTERPRETATIONS:

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to Dennis Wright, City Engineer and, to be given consideration, must be received at least ten (10) days prior to the date set for the opening of proposals. Any and all such interpretations will be mailed to all prospective proposers (at the respective address furnished for such purposes) not later than five (5) days prior to the date fixed for the opening of proposals. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

Any addenda issued during the time of bidding and forming a part of the Contract Documents to the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract. Addenda will be handled as follows: City will not mail notice of Addenda, but will publish notice of any Addenda on City's Web site. Addenda may be downloaded off the City's Web site. Bidders should frequently check the City's Web site until the date of closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing. Each addendum shall be required to be acknowledged in writing by the bidder.

2.9 NONDISCRIMINATION:

The successful contractor agrees that, in performing the work called for by this proposal and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, national origin or ancestry, or physical or mental handicap, unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.10 FAILURE TO SUBMIT OFFER:

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11. PREPARATION OF OFFERS:

Proposers are expected to examine the specifications, and all instructions.

Each proposer shall furnish the information required by the solicitation. Proposers shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. The person signing the offer must initial erasures or other changes. Proposals signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

Proposers shall state a definite time for delivery of supplies or for performance of services.

Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

2.12. SPECIFICATIONS LIMITING COMPETITION:

Proposers may comment on any specification or requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined.

Such comments must be in writing, and are to be addressed to the City at the following address: Pat Rich, Administrative Assistant, 22500 Salamo Road, West Linn, Oregon 97068.

2.13. EMPLOYEES NOT TO BENEFIT:

No employee or elected official of The City of West Linn shall be admitted to any share or part of this contract or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. No Contractor shall provide or offer to provide any appreciable pecuniary (monetary) or material benefit to any officer or employee of City in violation of ORS Chapter 244.

2.14. CITY FURNISHED PROPERTY:

No material, labor or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

2.15. DEFAULT:

The City may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified (to be determined) herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
3. In the event the City terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the

supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

5. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6. As used in paragraph (4) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

2.16. PAYMENTS:

The Contractor shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the proposal for services rendered and accepted, less deductions, if any, as provided.

1. No claims will be considered for payment until the services are rendered with the exception of Solicitations or Purchase Orders that designate otherwise.

2. Payments will be made monthly, or as agreed, for any claims supported by an invoice and a duplicate.

3. The City of West Linn reserves the right, under this contract, to recover any damages due the City as specified in the clause of this contract entitled "Default".

2.17. PROTEST OF AWARD

The Notice of Intent to Award by The City of West Linn shall constitute a final decision of the City to award the contract if no written protest of the award is filed with Ken Worcester, Public Works Director within fourteen (14) calendar days from the notice of intent to award. If a protest is timely filed, the award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award.

Right to Protest. Any actual proposer who is adversely affected or aggrieved by the City's award of the contract to another proposer on the same solicitation shall have fourteen (14) calendar days from the notice of intent to award to submit to Ken Worcester, Public Works Director a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protester must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

2.18. PERFORMANCE AND PAYMENT BONDS

The successful proposer shall file with the Owner performance and payment bonds in the full amount of the contract price at the time of execution of the contract. The surety company

furnishing these bonds shall have a sound financial standing and a record of service satisfactory to the Owner and shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond, which it covers.

PROPOSAL RESPONSE

Submitted by: _____

Address: _____

Date: _____ Phone number: _____

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish proposals for providing

**For the City of West Linn, Public Works Department,
WEST LINN, OREGON**

as specified, in accordance with the proposal documents herein.

The Proposer, by his signature below, hereby represents as follows:

- (a) That no, officer, or employee of The City of West Linn is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;
- (b) That this proposal is made without connection with any person, firm or corporation making a proposal for the same material, and is in all respects, fair and without collusion or fraud.
- (c) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal as the guaranteed maximum price.
- (d) Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

Proposer is:

Resident Proposer, as defined in ORS 279A.120

Non-Resident Proposer, Resident State: _____

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

_____	_____
Name	Title
_____	_____
Name	Title
_____	_____
Name	Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 2012.

Name of Firm

Signature of Proposer

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of, 2012.

Name of Corporation

By

Title

PROPOSAL CONTENTS

3.1 GENERAL:

The proposal should contain the required elements as stated in SECTION 4, SCOPE OF WORK AND CONDITIONS.

The City reserves the right to solicit additional information or proposal clarification from the firms, or any one firm submitting proposals, should the City deem such information necessary.

Any proposer-supplied material that is to be considered confidential must be so marked.

The proposals shall be submitted to Pat Rich, Public Works Administrative Assistant, 22500 Salamo Road, West Linn, Oregon, 97068.

One (1) signed original and five (5) copies of the proposal shall be submitted. The original shall be marked as such.

3.2 DETAILED PROPOSAL CONTENTS:

The proposal shall contain the required criteria in the following format:

Section 1 Cover Letter and Transmittal – A one-page dated cover letter with original signature shall be submitted containing the name, address, tax filing name and number of the corporation or business structure submitting the proposal. Also submit the name, address, telephone, and fax numbers and title of the person authorized to represent the proposer.

Section 2 Table of Contents – A table of contents of the material included in the proposal.

Section 3 Proposal – A delineation of proposed services and approach to the project and a list of subcontractors and their roles in the project. This section shall include a flow chart, methodology, unique management strategies etc.

Section 4 Proposer Capabilities – This section shall demonstrate specific capabilities for fulfilling the requirements according to similar previous experience including years of business, bankruptcy, bonding capability, insurance, contract defaults and litigation. This section shall also provide information on the key individual(s) that will be assigned to this project,

Section 5 List of Exceptions – This section shall describe any exceptions taken to any section in the RFP.

Section 6 Fee – This section shall list the lump sum fee to provide the proposed services. Please detail fee schedule by per project component identified in section 4.2. **(Note: provide this information in a separate enclosed sealed enveloped marked “Fee Proposal”.)**

SCOPE OF WORK AND CONDITIONS

4.1 INTRODUCTION:

The City of West Linn intends to construct a 4.0 million gallon (mg) reservoir on the site of the City's existing 2.5 mg Bolton Reservoir. This project is a high priority recommendation in the City's recently completed Water System Master Plan. The estimated project cost of the reservoir, as identified in the master plan, is \$8,000,000. The contemplated work consists of demolishing the existing reservoir and constructing a 4.0 mg reservoir. The City desires a preliminary site analysis to evaluate the siting of a reservoir on the property. The selection of the reservoir type will have a significant impact on how the structure is oriented on the site.

The City is in need of further project definition as it proceeds with project financing and development of a scope of work for contemplated engineering services for the design and construction of the new reservoir. The City's goal is to achieve further project definition by evaluating and recommending a reservoir type, confirming side wall height and tank dimensions, confirming the orientation of the structure on the site, and completing a preliminary geotechnical evaluation of the site.

The City of West Linn is requesting proposals for:

Scope of Work

The general Scope of Work is to provide preliminary engineering and analysis to develop conceptual level designs and preliminary construction cost estimates for replacement of the City's existing 2.5 mg Bolton Reservoir with a 4.0 mg reservoir. Preliminary task descriptions and objectives in the following tasks

4.2 WORK TASKS

Task 1:

Preliminary Reservoir Dimensions/Orientation/Site Configuration: Work under this task includes completing preliminary design criteria for locating the reservoir at the proposed site followed by a reservoir orientation assessment for the proposed site. This task shall include development of a preliminary site plan orienting the reservoir on the site and developing two reservoir configurations with cross-section views of the reservoir and the existing ground surface to review the grading and footprint required to site the reservoir on this property. Configuration options shall include assessing circular and rectangular structures with variable side wall heights and tank diameters needed to achieve a 4.0 MG reservoir capacity. Additionally, the City is interested in a bifurcated reservoir to facilitate future maintenance without requiring the entire reservoir to be off-line. The intent of this task is to develop an economical reservoir orientation and configuration for the site.

Preliminary site plans and project concept designs will also incorporate other City identified improvements associated with the reservoir replacement. A preliminary list of appurtenant improvements follows:

- Removal of the old Bolton Pump Station
- Abandonment of the old 14-inch diameter waterline
- Installation of a PRV and construction of a waterline around to serve Skyline Circle
- Replacement of the 18-inch diameter waterline with a new 24-inch diameter waterline in Skyline Circle (approx. 500 feet)
- Proper siting and installation of a surge anticipator valve, and other recommended appurtenances needed in anticipation of the water system “floating” on the Oregon City Mountain View reservoir during Bolton reservoir construction.
- Necessary piping changes to facilitate backfeed to the Bolton zone from the Horton zone if there is a problem with the City’s 24-inch diameter transmission main
- Replacement of the 6-inch diameter PVC waterline from the reservoir to Barclay St.

Task 2:

Preliminary Geotechnical Investigation: Existing information indicates the site is underlain by basalt rock at depths of 50 to 60 ft and that substantial fill is located along the north side of site. A landslide is present on the slope at the northeast corner of the site. The preliminary geotechnical investigation shall address – excavation/fill within the existing reservoir footprint; significance of existing fill material on the north side of the site and any associated mitigation needs; reservoir foundation support; subgrade settlement and consolidation; landslide setback/mitigation criteria; seismic design criteria; grading criteria; and foundation drain requirements.

Numerous geotechnical investigations have been completed at the site, including one boring near the northeast corner of the existing reservoir, and this information will be provided by the City. In addition, one supplemental boring and laboratory testing of the samples shall be completed to further characterize subsurface conditions.

Task 3:

Preliminary Project Cost Estimate: Develop a project cost estimates for each feasible reservoir configuration. Cost estimates prepared under this subtask will be Class 4 estimates as defined by the Association for the Advancement of Cost Engineering (AACE) with an expected accuracy range of +30% to -50%. Capital cost estimates will include itemized construction cost by project element with a 20 percent construction contingency and a 25 percent allowance for Engineering, Administration, Legal, and Permitting. All cost estimates will be indexed to the current Engineering News Record Construction Cost Index for Seattle, Washington at the time the estimates are prepared. The preliminary project cost estimate will serve as the basis for implementation of funding activities, including potential bond issuance.

Task 4:

Preliminary Project Schedule: Develop a preliminary project timeline for design and construction of the project. Schedule should be created using Microsoft Project. It is anticipated that the project schedule will include the timeline from preliminary design through final design, permitting, bidding and construction. Construction scheduling and sequencing will consider demolition of the existing Bolton Reservoir and operation of the water system without storage through one to two summer seasons.

Task 5:

Technical Report: A technical report will be prepared summarizing and documenting the findings of the preliminary engineering analysis. This report will include project overview plans showing the proposed reservoir site and conceptual illustrations of proposed site improvements. A draft technical report will be provided for review with City staff and comment. Incorporate review comments and finalize draft report. Present findings to the Utility Advisory Board and/or City Council.

4.3 PUBLIC INVOLVEMENT PROCESS

Not applicable for this solicitation.

4.4 QUESTIONS ON TECHNICAL INFORMATION:

Questions relating to materials in the Standard Specifications and Conditions Evaluation and Selection Criteria (SECTION 5) shall be addressed in writing to:

**Dennis Wright
City Engineer
City of West Linn
22500 Salamo Road
West Linn, Oregon 97068
E-mail: dwright@westlinnoregon.gov**

4.5 PROJECT SCOPE:

As presented above.

4.5.1 Master Plan Maximum Price:

The Contractor shall provide a guaranteed maximum price lump sum fee to provide Consultation Services as outlined herein. Information shall be given to

support the lump sum fee, including labor costs, meeting costs, design costs and deliverables.

4.5.2 SUBCONTRACTORS

The city of West Linn requires that each proposer shall state in his proposal the subcontractor(s) that he anticipates to employ to perform any work or labor, or any service, in or about the construction of the work or improvement. This statement shall include the name of the subcontractor, address, telephone, estimated percentage of work, statement of qualifications and experience and the nature of work to be performed. The Contractor shall be responsible for transmitting to and enforcing all contract requirements upon subcontractors. The proposal shall also state the method for selecting the subcontractor

EVALUATION AND SELECTION CRITERIA

5.1 PROPOSAL REVIEW:

The Review Committee will evaluate the submitted Proposals. Each proposal will be evaluated on their adherence to the specifications outlined in Section 4 Scope of Work and Conditions and Section 5.2 Evaluation Criteria.

The Review Committee consists of Ken Worcester (Public Works Director), Jim Whynot (Water System Supervisor, a member of the City of West Linn Utility Advisory Board(UAB) (to be selected by the UAB chairman.

Selected proposers will be contacted for further evaluation if necessary, that may include oral interviews. Although price is a consideration when engaging this proposer as the anticipated contract estimate is below the \$250,000 threshold, the intent is to provide the City with a given level of specialized skill, knowledge, and resources and qualifications, performance history; expertise, and the ability to exercise sound professional judgment are primary considerations in the selection process. Provide written reference statements or letters from at least three agencies or clients for whom you have provided the requested services, attesting to the quality, availability and timeliness of your service. These statements must include the name, address and phone number of a person we may contact to discuss the reference statement.

If required, the City Council will review the recommendation on proposals from the Review Committee Staff and authorize the City Manager to enter into contract negotiations to establish the Guaranteed Maximum Price. During negotiation the City may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the City is unable to come to terms with the first choice contractor, discussions shall be terminated and negotiations will begin with the second choice contractor. The City reserves the right to reject any and all proposals.

5.2 EVALUATION CRITERIA:

The following criteria will be considered in evaluating all proposals. A major deficiency in any one category can disqualify the proposer.

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1. Content | 0-5 points |
| Submitted proposals must contain all items listed in Section 3 Proposal Contents | |
| 2. Project Understanding, Approach & Scope | 0-40 points |
| The approach offered by the proposer will be evaluated in terms of its applicability to the requirements specified in this RFP. | |
| 3. Qualifications & Experience | 0-30 points |
| The experience of the proposer and /or subcontractors in like projects and history of the company or individual will be considered. | |
| 4. Fee & Schedule | 0-25 points |
| All proposals will be evaluated on the guaranteed maximum price lump sum fee required to meet the requirements in this RFP. | |
| TOTAL POINTS | 0-100 |

SAMPLE CONTRACT FOR SERVICES

(SEE ATTACHED)

PERSONAL SERVICES AGREEMENT WITH THE CITY OF WEST LINN, OR FOR (TITLE)

THIS AGREEMENT made and entered into this (Day) day of (Month), (Year) by and between the City of West Linn, a municipal corporation of the State of Oregon, hereinafter called City, and (Contractor's Name), hereinafter called Contractor.

RECITALS

WHEREAS City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Contractor, and

WHEREAS City has determined that Contractor is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor shall provide services as specified in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference. Contractor shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by (Month - Day - Year). All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor not to exceed (Amount in written form) (\$Amount in numerical form) for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

- A. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B. Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- C. 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.

- D. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. 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's Finance Director 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.
- F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of 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.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. OWNERSHIP OF WORK PRODUCT

City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to 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, Contractor 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. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor 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 Contractor or to a third party) as a result of said finding.
- B. The undersigned Contractor 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 Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Contractor 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.

- C. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor’s work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney’s fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers’ compensation laws. 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.

8. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier. Such insurance shall be primary and non-contributory.

The policy or policies of insurance maintained by the Contractor and its subcontractor 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, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an “occurrence” form . This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	3,000,000
Products-Completed Operations Aggregate	3,000,000
Personal & Advertising Injury	3,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor’s expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all

owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. Professional Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

D. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who 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 workers' compensation coverage for their workers that complies with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

E. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

F. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days notice of cancellation to the City.

G. Insurance Carrier Rating

Coverages 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.

H. 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 certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

Certificates of Insurance should read “Insurance certificate pertaining to contract for (name of project) . The City of West Linn, its officers, directors and employees shall be added as additional insureds with respects to this contract. A notation stating that “Insured coverage is primary” shall appear in the description portion of certificate.

I. 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.

J. Primary Coverage Clarification

The parties agree that Contractor’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.

K. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in the general liability policy.

Contractor’s insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

(insert staff's name, title) City of West Linn 22500 Salamo Road West Linn, OR 97068	Ph: 503-(insert #) Fax: 503-(insert #)
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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 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.

9. **METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND 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 West Linn	(Contractor's Firm Name):
Attn: Finance Department	Attn: (insert contract manager's name)
22500 Salamo Road	Address: (insert contract manager's address)
West Linn, OR 97068	
Phone: 503- 657-0331	Phone: (insert #)
Fax: 503-650-9041	Fax: (insert #)
Email: rseals@westlinnoregon.gov	Email: (insert address)

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.

10. 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.

11. 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 Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

12. TERMINATION WITH CAUSE

- A. City may terminate this Agreement effective upon delivery of written notice to Contractor, 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 Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

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 Contractor, may terminate the whole or any part of this Agreement:
- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
 - 2) If Contractor 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 (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor 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), Contractor 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 Contractor 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 Contractor. 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.

13. 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.

14. 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 disabled, 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 disabled 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.

15. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor 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.

16. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor 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.

17. ERRORS

Contractor 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 staff member's title & name may authorize extra (and/or change) work. Failure of Contractor 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 Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. WARRANTIES

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

20. 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 attorney's fees and court costs on appeal.

21. 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.

22. 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 Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement

23. 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.

24. AUDIT

Contractor 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. Contractor 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.

25. 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.

26. COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire Agreement between the 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 he 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.

CONTRACTOR

CITY OF WEST LINN

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

EXHIBIT A
SCOPE OF WORK (SERVICES TO BE PROVIDED)