



City of  
**West  
Linn**

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Request for Proposals (RFP) for *Architectural and Engineering (A/E) Services* for the design of a new City Police Station.

# PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

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City of West Linn, Oregon  
April 2, 2012

## REQUEST FOR PROPOSALS

For

### Architectural and Engineering (A/E) Services for the design of a new City Police Station

**PROPOSALS DUE: April 24, 2012 by 4:00 p.m.**

**Envelope(s) shall be sealed and marked with RFP Project Title.**

**Submit one (1) original and seven (7) complete copies of the Proposal to:**

Elissa Preston  
Business Analyst  
22500 Salamo Rd.  
West Linn, Oregon 97068  
Phone: (503) 742-8606  
Fax: (503) 650-9041  
Email: [epreston@westlinnoregon.gov](mailto:epreston@westlinnoregon.gov)

**Refer questions to:**

Robert Galante  
Project Manager  
Phone: (503) 720-3609  
Fax: (503) 650-9041  
Email: [bgalante@westlinnoregon.gov](mailto:bgalante@westlinnoregon.gov)

**A MANDATORY PRE-SUBMITTAL MEETING has been scheduled for April 17, 2012 at  
1:00 p.m., City Hall Council Chambers, 22500 Salamo Rd, West Linn, Or. 97068**

## GENERAL INSTRUCTIONS AND CONDITIONS

**INVESTIGATION** – The Proposer shall make all investigations necessary to be informed regarding the service(s) to be performed under this request for proposal.

**SPECIAL CONDITIONS** – Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under the Professional, Technical and Expert Service "General Instructions and Conditions".

**CLARIFICATION OF REQUEST FOR PROPOSAL** – Proposers who request a clarification of the RFP requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this RFP, or present them verbally at a scheduled pre-submittal meeting, if one has been scheduled. The City must receive written questions no later than the scheduled pre-submittal meeting. The City will issue a response in the form of an addendum to the RFP if a substantive clarification is in order.

Oral instructions or information concerning the Request for Proposal given out by City employees or agents to prospective Proposers shall not bind the City.

**ADDENDUM** – Any change to this RFP shall be made by written addendum issued no later than 72 hours prior to the proposal due date. The City is not responsible for any explanation, clarification or approval made or given in any manner except by addendum.

**COST OF PROPOSAL** – This Request for Proposal does not commit the City to pay any costs incurred by any Proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Request for Proposal.

**CANCELLATION** – The City reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

**LATE PROPOSALS** – Proposals received after the scheduled closing time for filing will be returned to the Proposer unopened.

**REJECTION OF PROPOSALS** – The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's best interest to do so. In the City's discretion, litigation between the City and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

**CITY OF WEST LINN BUSINESS LICENSE** – Successful Proposer shall obtain a current City Business License prior to initiation of contract and commencement of the work.

**WORKERS' COMPENSATION INSURANCE** – Successful Proposer shall

be covered by Workers' Compensation Insurance or shall provide evidence that State law does not require such coverage.

**CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER** – Successful Proposers must abide by a policy of Equal Employment Opportunity Affirmative Action.

**LOCAL CONTRACTING** – If the final evaluation scores are otherwise equal, the City prefers goods or services that have been manufactured or produced by a Local Business. The City desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services. The City wants the residents of the State of Oregon and SW Washington to benefit from optimizing local commerce and services, and the local employment opportunities they generate.

**CONFLICT OF INTEREST** – A Proposer filing a proposal thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this

Request for Proposal has participated in the contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same request for proposals, and that the Proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

**CONFIDENTIALITY** – All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which Proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the Proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501, ORS 192.502 and/or ORS 646.461 et seq. If the entire proposal is marked as constituting a "trade secret" or being "confidential," at the City's sole discretion, such a proposal may be rejected as non-responsive.

If a request to inspect the proposal is made, the City will notify the Proposer of the request. If the City refuses to release the records, the Proposer agrees to provide information sufficient to sustain its position to the County District Attorney, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the Proposer in order for the Proposer to take all appropriate legal action. The Proposer further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the Proposer's records.

The City has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process.

**These Professional, Technical and Expert Services Request for Proposal "General Terms and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.**

# PART I

# CONTRACT REQUIREMENTS

## SECTION A

## GENERAL INFORMATION

### 1. INTRODUCTION

The City of West Linn currently provides police services from a 1936 structure, located on Willamette Drive near the West Linn-Oregon City bridge. The City plans to meet its police services needs in a new building that will be designed to meet the growth requirements of the community and the police department through at least 2042. In addition, the new facility will meet current seismic requirements for essential facilities, provide City owned land for secure police parking and parking for the public, meet ADA requirements, meet the requirements of a diverse work force and be designed to be a “green”, energy efficient structure. The City desires a LEED Silver designation for the facility and especially encourages utilization of local resources in achieving that designation.

Public projects within the City of West Linn are required to be designed and constructed through a process that provides substantial public information and promotes public involvement. A quality project that respects the character of the surrounding neighborhood is required.

### 2. BACKGROUND

On November 8, 2011 City of West Linn voters approved a ballot measure, which authorized the issuance of general obligation bonds for property acquisition, design and construction, and furnishing a new police station. A total of \$8,500,000 of general obligation bonds was issued to fund the project. The 1.66-acre site, located on 8<sup>th</sup> Street in the Willamette District, has been acquired at a cost of \$1,453,257.

Preliminary programming and site planning has been conducted as a way to determine project scope, funding and site needs. The “needs assessment” completed by Group Mackenzie is available at [westlinnoregon/policestation/needs-assessment](#). The preliminary program also helped to determine priorities and the proximity requirements between spaces. Evident is the desire to maximize communication and interaction between police personnel, to maximize storage, to minimize distractions and conflict from more active functions and to properly welcome the public to its facility. Police training needs, evidence processing, electronic communications and facility security are also important aspects of the programming work. The building will also be designed to serve as an emergency operation and dispatch center when unique events require that function. The City also wishes to maximize the design’s flexibility to be able to best accommodate future modification or expansion.

The work completed to this point indicates the City of West Linn’s commitment to site the facility in a way that respects both the commercial development (east) and the single-family residential district (west) that surround the site.

The building will be designed to serve as an emergency operation and dispatch center during times of need. Police stations must be designed so that they can remain in operation after a major earthquake or other natural disaster. It is not sufficient for such a structure to just remain standing; police personnel must be able to respond to the needs of the public after a major disaster. Accordingly, police stations are defined as essential facilities, and shall meet the most current requirements for essential facilities as defined in the *Oregon Structural Specialty Code*. The West Linn police station shall be designed to function as an emergency dispatch center in an event that disables currently available dispatch facilities.

### 3. SCOPE OF WORK

The City of West Linn is seeking proposals from individuals, firms, teams or

consultants, hereafter called “Proposer(s),” with demonstrated experience in projects of this type, size and complexity to provide Architectural and Engineering services for the demolition of existing residences (3) and construction of a new City of West Linn police station located on a 1.66 acre site. The successful Proposer chosen by the evaluation committee shall provide pre-design, schematic design, design development, construction documentation, and construction administration services to:

1. Deconstruct the existing three residences, meeting the City’s recycling goals.
2. Design for construction a new facility of approximately 23,500 sq. ft. for City police department services generally consistent with the March 22, 2011 Police Space Needs Program (pp5-10) completed by Group Mackenzie and attached in the addendum.
3. Provide secure surface parking for police and staff vehicles and parking for the public; total parking not to exceed 75 vehicles.
4. Design the police station as an “essential facility” as defined in the Oregon Structural Specialty Code so that it will remain operational after a large seismic event.
5. Provide site lighting for security and safe use while minimizing visibility of light sources. Provide lighting, which is dark-sky friendly.
6. The design shall meet the “LEED Silver” level of the Leadership in Energy and Environmental Design (LEED) rating system, certifiable by the Green Building Certification Institute (GBCI).
7. Coordinate with the Project Manager, the citizen Police Station Steering Committee to prepare project proposals designed to meet permit requirements and the City’s desire for substantial public information and citizen involvement.
8. Complete a boundary and topographic survey of the site sufficient to meet all permit, land use, design and construction needs.
9. Complete a geotechnical analysis of the site sufficient to meet permit, design and construction needs. Ensure the building will meet the seismic requirements for an essential facility.
10. Complete Civil Engineering plans for on-site and off-site private and public utilities consistent with permit, LEED, programmatic and land use requirements. Coordinate those plans with the project’s Traffic Engineer, Mechanical Engineer, Structural Engineer, Acoustical Engineer, Landscape Architect, Geotechnical Engineer, Architect and other members of the A/E team.
11. Attend public hearings and make presentations as needed, including presentations to the Police Station Steering Committee, Neighborhood Associations, the Planning Commission and City Council.
12. Prepare materials for an appeal, if one is required.
13. Assist in development of all planning and implementation steps to comply with environmental regulations. Complete the City’s application and submittal necessary to meet all land use requirements.
14. Assist project manager to ensure incorporation of all permit conditions, decisions and requirements into contract documents.
15. Participate in the City’s Public Art Program administered by the Parks Department and incorporate art in the final design and in construction documents.

The successful Proposer will promote a multi-disciplinary, integrated approach to design and construction that uses material, energy and water resources efficiently, minimizes site impacts, maximizes on-site stormwater management, addresses the health issues relating to construction and indoor environments, and supports the use of “environmentally preferable” and local products while meeting the City’s fiscal and programmatic responsibilities.

The successful Proposer will be expected to enter into a not-to-exceed City of West

Linn standard contract. A sample contract is attached as Exhibit C.

#### 4. PROJECT FUNDING

The City has not determined the anticipated cost for the requested services. After selection of the most qualified firm based upon the RFP's Evaluation Criteria, the negotiated contract shall include the Proposer's true estimated cost to perform the work irrespective of the City's budgeted funds for this work. The total construction funding allocated for this project is approximately \$5.5 million. The project will be designed and constructed through General Obligation Bond funds. Because funds for this project are limited, funding for the design phase will need to preserve adequate funds for construction.

#### 5. TIMELINE FOR SELECTION

The following dates are proposed as a timeline for the selection process:

Mandatory Pre-submittal meeting at 1:00 p.m.	April 17, 2012
Written proposals due at 4:00 p.m.	April 24, 2012
Announcement of short list Proposers	April 26, 2012
Interviews	April 30, 2012
Selection committee recommendation	May 2, 2012
Contract negotiation with successful Proposer	May 3 – 11, 2012
Council Award / Notice to proceed	May 2012

**The City reserves the right to make adjustments to the above noted schedule.**

## SECTION B

### WORK REQUIREMENTS

#### 1. TECHNICAL OR REQUIRED SERVICES

The successful Proposer (A/E team) shall perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish these goals:

##### A. LEED™ Certification/Green Design Requirements:

- The A/E team will conduct an "eco-charrette" attended by the design team, City staff and some citizens with the purpose of identifying project goals and options to meet the project's green design and construction requirements.
- The A/E team will be responsible for LEED™ project registration and submitting the LEED™ application to the Green Building Certification Institute (GBCI).
- Throughout the design and construction of the project the successful A/E team shall work with project contractors to provide the Project Manager with periodic updates of the LEED™ scorecard and related documentation required as part of LEED™ certification.

**At a minimum, this construction project must meet the following requirements:**

- 85% recycling of construction, remodeling and demolition waste.
- Use no potable water for building-related landscape irrigation, except for the first two years to establish plantings.

##### B. Pre-Design: Program Development and Documentation Review

1. Review all available documents regarding previous studies and proposals. Some of the available studies may be preliminary in nature or incomplete and further investigation may be required for an adequate design response. Notify the Project Manager of the information needed.

2. Review the completed preliminary programming and make any recommendations for improvement. The tasks associated with the review/revision process may include identifying and recommending improvements to currently listed space usage; and preparing a revised program. Space planning and furniture purchase will be a component of the required work.
3. Prepare a more detailed project schedule from the preliminary project schedule required for this RFP that identifies the necessary major tasks and/or benchmarks during the design process. Include the City's design review process required for a building permit. Estimate the time required to accomplish each major task, including those associated with design review. The project schedule shall be updated throughout the design process.
4. Prepare a companion document that identifies potential risk issues that could negatively impact the project budget or schedule. The successful Proposer shall help develop strategies to mitigate these risk impacts. The risk assessment document shall be updated throughout the design and construction process.
5. Participate in a project kick-off meeting with the Project Team to formulate a design statement in which major project goals and the means of implementation are identified. The Project Team is at a minimum the A/E design team, the City's Project Manager and the citizen Police Station Steering Committee (Design Subcommittee). Other City staff may also be included as members of the Project Team, as necessary.

#### C. Schematic Design Phase (SD)

1. Develop adjacency diagrams, bubble diagrams, and block diagrams as necessary to fully understand the relationships between the various functions and operational spaces of the station, and of any other components of the project and their surrounds. These diagrams should illustrate how the programmatic and operational requirements of the project will be met.
2. Develop at least two distinct, well thought out, and complete preliminary Schematic Designs that satisfy the program requirements for the project. The successful Proposer will present both alternatives to the full Project Team with complete explanations for how each was derived. It is expected that both alternatives will be good solutions to the design problem. Include discussions of cost in relation to budget adherence in the presentation of each design. Show or otherwise describe preliminary selections of major building systems and construction materials.
3. From the responses to the preliminary Schematic Designs, prepare a semi-final Schematic Design for the project and review it with the Project Team.
4. Provide a preliminary cost estimate with a value engineering (VE) proposal, simple life cycle analysis (LCA) and cost information that addresses durability and maintenance of major materials for review by the Project Team at the same time as the final Schematic Design.
5. Provide design and project management services as required to assist and support the effort to obtain a building permit. The City will pay charges for the Planning Department land use permit and the Building Department plan check and building permit. Participate in any public meetings as required.

6. The successful Proposer may suggest additional appropriate green design strategies for consideration by the Project Team and shall report on implementation of green strategies at design meetings.
7. Participate in the Public Arts Program. The program is administered by the Parks Department and the architect may be asked to serve on the committee to review and select the art. The successful Proposer will be required to:
  - Attend selection committee meetings, as required.
  - Provide consultation to selection committee.
  - Provide materials as requested by the selection committee.
  - Coordinate provisions for the installation of art with the artist(s) and the contractor.

#### D. Design Development Phase (DD)

1. Upon approval of the Schematic Design by the Project Manager (after public process and City Council review), proceed with Design Development documents.
2. Conduct a Value Engineering Charrette as necessary to insure the project will meet budget requirements and to insure best use of public funds. Consider hiring 2-3 outside construction contractors to provide input into project staging, building systems, materials, methods of construction, constructability, schedule, construction access and other elements that will affect project cost, quality and schedule.
3. Provide all documentation necessary to describe the scope, existing systems and new system relationships, appearance of the project, and all landscape, architectural, structural, mechanical and electrical systems by means of plans, sections, elevations, typical construction details, and equipment layouts.
4. Develop specifications that identify major materials and systems, and establish, in general, their quality levels.
5. Prepare a semi-final set of DD documents and review with the Project Manager.
6. Integrate information from the Project Manager's review into final DD documents and present to the Project Team.
7. Provide a cost estimate. On-going constructability and VE reviews shall occur during this phase as necessary to assure budget compliance.
8. Obtain approval from the Project Manager before proceeding with Construction Documents.

#### E. Construction Documents Phase (CD)

1. Provide Construction Documents, drawings and specifications, based upon the DD documents approved by the City, including all requirements that may be required as part of the land use approval.
2. These documents shall describe in adequate detail all aspects of the construction of the project. CD's should be clear and complete in order to keep change orders to a minimum.
3. CD's shall be submitted for review to Project Manager and the Project Team



for review at 50% and 95% completion. At the time of submittals, the successful Proposer shall submit a list of issues needing resolution and what information is needed. Successful Proposer shall submit a minimum of 4 drawing sets and specifications for review.

4. Provide a 95% cost estimate for review by the Project Manager at the same time as the 95% Construction Document submittal.

#### F. Bid Phase (B)

1. The successful Proposer shall submit the final and complete CD's to the Project Manager and shall be responsible for printing the number of sets determined by the Design Team to be necessary. Printing costs to be paid by the City.
2. The successful Proposer shall attend the pre-bid and pre-construction meetings. Successful Proposer shall respond to any substitution requests and may be asked to respond to questions and to provide additional information to bidders during the bid phase.

#### G. Construction Administration Phase (CA)

1. The successful Proposer shall perform timely site visits and observe construction to the degree necessary and as required to ensure conformance with the CDs.
2. The successful Proposer shall attend weekly construction meetings and perform on-going A/E tasks (requests for information, review change order requests, approve contractor payment applications, prepare field reports, etc.) during construction as required to implement the project.
3. Work with the Contractor to provide the City a Traffic Control Plan that will protect the public from the potential impacts of construction access and schedule conflicts.
4. The successful Proposer shall prepare meeting notes for electronic distribution no later than 48 hours after the meeting. Meeting notes shall contain, at a minimum, adequate detail to document construction progress, action items, decisions, and risk issues that could negatively impact schedule or budget.
5. Provide a full record drawing set ("as-builts") with AutoCAD release 2010 or compatible version, on compact disks (CD's) and also provide Mylar copies of public utilities. Co-ordination with the Contractor will likely be required; however, the successful Proposer will not be held liable for the accuracy of the information received from the Contractor and Subcontractors regarding the site and building improvements, but shall to the best of their ability ensure that information is correct and true. These drawings will become the property of the City at the end of the project. Successful Proposer shall be released from responsibility for future work done using these drawings not directly involving the successful Proposer. Drawing files shall conform to City standards and file naming conventions. Drawings illustrating as-built utilities shall be certified by a registered civil engineer and require acceptance by the City Engineer.
6. At the end of the CA phase, provide the completed LEED™ certification documentation package submitted to GBCI, with any back-up documentation showing compliance to stated goals.
7. Provide an "Owners Manual" at project completion containing all building

element sources, subcontractor and manufacturer contact information, manufacturer owner's manuals, warranty information and other relevant data.

## 2. WORK PERFORMED BY THE CITY

The City has assigned a project manager to oversee the successful Proposer's work and provide support as needed.

The City will provide maps available through its Geographic Information System (GIS) through its GIS Coordinator.

The City of West Linn's Department of Information Services (DIS) will provide to the successful Proposer requirements for connectivity and information sharing necessary for the project. The DIS Manager will be available for coordination of the work as requested.

Other City personnel in the Engineering Department, Maintenance Department and Police Department will be available to review building system design, landscaping and irrigation, and utilities. These staff will assist the Project Manager to represent the City as the project Owner.

## 3. DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports.

Deliverables and schedule for this project shall include:

a. Specific deliverables are described in Part 1, Section B.1. They include:

i. LEED™ Certification/Green Design Requirements:

- o An "eco-charrette" meeting attended by the entire design team with the purpose of identifying project goals as they relate to green design and construction
- o Meeting notes distributed to attendees
- o LEED™ scorecard, periodically updated throughout the project
- o LEED™ documentation required for project certification

ii. Pre-Design Phase: Program Development and Documentation Review:

- o Program document
- o Detailed project schedule
- o Prepare risk issues and mitigation document
- o Project kick-off meeting. This meeting will be prior to the eco-charrette, conducted shortly after the Notice to Proceed.
- o Meeting notes for the project kick-off meeting distributed to attendees

iii. Schematic Design Phase:

- o Two schematic design options based on the final Program.
- o Preliminary cost estimate at end of SD, VE proposal if over budget

iv. Design Development Phase:

- o Attend design, review and process meetings as previously described, and distribute meeting notes to attendees
- o Cost estimate at end of DD with VE proposal if over budget. Conduct Value Engineering Charrette
- o Complete and file application for Land Use permit. Attend design, review and process meetings as previously described, and distribute meeting notes to attendees.

v. Construction Documents Phase:

- o Submit review documents at 50% and 95% complete.
- o Semi-final LEED™ scorecard
- o Final cost estimate at 95% complete
- o Submit applications to permit to all review authorities including; respond to check sheet comments and make changes to CD's as required.
- o Update schedule

vi. Bid Phase:

- o Make final revisions to CD's and prepare the Bid Sets
- o Attend Pre-Bid meeting, take and distribute notes
- o Respond to substitution requests and bid document clarification requests
- o Generate draft addenda

vii. Contract Administration/Construction:

- o Attend Pre-Bid meeting and all subsequent weekly construction meetings, take and distribute notes
- o Review and approve all project documents from the Contractor and issue additional project information and documentation
- o Respond to Requests for Information (RFI's) and Change Order requests
- o Provide a Traffic Control Plan

b. Successful Proposer shall provide Project Team design meeting minutes during the design phases, construction meeting minutes, and site visit reports during the CA phase.

c. Full electronic record per City CAD standards and Mylar drawings for public utilities.

d. Submit LEED™ certification application and all subsequent required documentation to the Green Building Certification Institute (GBCI) until the submittal process is complete. Provide copies of all required LEED™ certification documentation to the City.

e. Submit a Monthly Subconsultant Payment and Utilization Report.

f. All deliverables and resulting work products from this contract will become the property of the City of West Linn.

**4. PERIOD OF PERFORMANCE**

The City anticipates having the successful Proposer begin work immediately upon contract execution with submittal of final deliverables to the City occurring by June 2014.

Proposals containing earlier completion of the deliverables are acceptable and encouraged.

**5. PUBLIC SAFETY**

Public safety may require limiting access to public work sites. The Police Department may request and the successful Proposer shall assist the Contractor to implement steps to ensure the security of the Police Facility. Employees of the Proposer, Subconsultants and the Contractor may be subject to background checks. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel.

**6. INSURANCE**

The successful Proposer(s) shall agree to maintain continuous, uninterrupted coverage of all insurance as required by the City. Such insurance shall cover all activities of the Proposer arising directly or indirectly out of the Proposer's work, including the operations of its subconsultants of any tier. An insurance company deemed acceptable by the City must underwrite coverage provided by the Proposer. The City reserves the

right to reject all or any insurance carrier(s) with an unacceptable financial rating. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without a 30-day written notice provided to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. Certificates of such insurance shall be provided to the City prior to commencement of the work. No contract shall become effective until the required insurance certificates have been received and approved by the City. A renewal certificate shall be sent to the City 10 days prior to coverage expiration. The procuring of such required insurance shall not be construed to limit the Proposer's liability hereunder. Notwithstanding such insurance, the Proposer shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect of any consultant connected with the contract. The Sample Contract, attached as Exhibit B, contains the required limits and coverage for Commercial General Liability Insurance, Commercial Automobile Insurance, Workers' Compensation Insurance and Professional Liability Insurance.

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 insured's.

## **SECTION C**

### **1. INDEX**

## **ATTACHMENTS**

- Exhibit A First Tier Subconsultant Disclosure Form (submit with proposal)
- Exhibit B Sample City Contract
- Exhibit C Evaluation Criteria

The Architectural Services Contract is the City's standard contract and will be used as a result of this selection process.

## **PART II**

## **PROPOSAL PREPARATION AND SUBMITTAL PRE-SUBMITTAL MEETING/CLARIFICATION**

A pre-submittal meeting and/or site visit is scheduled for this project on April 17, 2012

This is a **mandatory** meeting; therefore, all Proposers are required to attend if they intend to submit a proposal. Proposals received from Proposers who do not attend this **mandatory** meeting will not be considered and will be returned to the Proposers unopened.

Questions and requests for clarification regarding this Request for Proposal must be directed to the person listed below. **The deadline for submitting such questions/clarifications is April 18, 2012.** An addendum will be issued no later than seventy (72) hours prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Robert Galante  
Project Manager  
503-720-3609  
bgalante@westlinnoregon.gov

### **PROPOSAL SUBMISSION**

Sealed proposals must be received no later than the date and time, and at the location, specified on the cover of this solicitation. The outside of the envelope shall plainly identify the subject of the proposal. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time, and at the location specified. Proposals received after the specified closing date and/or time shall not be considered and will be returned to the Proposer unopened. The City shall not be responsible for the proper identification and handling of any proposals submitted to an incorrect location.

Proposals must be clear, succinct and shall not exceed twenty (25) pages (8 ½" X 11") and use a font size for type no smaller than 10 pt. Section dividers, title page, and table of contents do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered. Upon selection for an Oral Interview, Proposers may bring larger format presentation boards or alternate forms of presentation but all materials submitted shall be reproducible to 8 ½ X 11 format and shall become the property of the City.

For purposes of review and in the interest of the City goals for sustainability that Proposers use submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled products and the City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but black-and-white printing or copying should not lose content.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for

evaluation. The ability to follow these instructions demonstrates attention to detail.

Proposers must provide all information as requested in this Request for Proposal (RFP). Responses must follow the format outlined in this RFP. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive, at its sole discretion, any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner and shall address each item listed in the Evaluation Criteria (Exhibit B):

1. Cover Letter
2. Background/ Experience (including experience with LEED certification)
3. Project Team (including Project Scope and team member responsibility)
4. Cost Issues, Quality and Innovation /Schedule Issues
5. Public Involvement / Public Information strategies
6. A completed First Tier Subconsultant Disclosure Form

### **EVALUATION CRITERIA**

By submitting a response, the Proposer is accepting the terms of the Request for Proposals and its attachments.

In addition to the requirements listed to satisfy the evaluation criteria a cover letter shall be submitted. The Cover Letter must include the following:

- RFP project title
- name(s) of the person(s) authorized to represent the Proposer in any negotiations
- name(s) of the person(s) authorized to sign any contract that may result
- contact person's name, mailing or street addresses, phone and fax numbers and email address

# **PART III**

# **PROPOSAL EVALUATION**

## **SECTION A**

## **PROPOSAL REVIEW AND SELECTION**

### **1. EVALUATION CRITERIA SCORING**

Each proposal shall be evaluated on the evaluation criteria, weighting and maximum points, as shown in the Evaluation Criteria attachment (Exhibit B).

### **2. PROPOSAL REVIEW**

An evaluation review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each committee member will evaluate each proposal in accordance with the criteria and point factors listed above. The evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in the evaluation process.

The successful Proposer shall be selected by the following process:

- a. An evaluation committee will be appointed to evaluate submitted written proposals.
- b. The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- c. The committee will require a minimum of five (5) working days to evaluate and score the written proposals.
- d. A short list of Proposers, based on the highest scores, will be selected for oral interviews.
- e. Final scores, based on the same evaluation criteria, will be determined following the oral interviews.

All communications shall be through the contact(s) referenced in the RFP. At the City's sole discretion, communications with members of the evaluation committee, other City staff or elected City officials for the purpose of unfairly influencing the outcome of this RFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

For contracts over \$100,000, the evaluation committee's recommendation for contract award will be submitted to the West Linn City Council for approval. The City has the right to reject any or all proposals for good cause, in the public interest.

### **3. CLARIFYING PROPOSAL DURING EVALUATION**

At any point during the evaluation process, the City is permitted, but is not required, to seek clarification of a proposal. However, a request for clarification does not permit changes to a proposal.

## **SECTION B**

## **CONTRACT AWARD**

### **1. CONSULTANT SELECTION**

As a matter of qualifications-based selection (QBS) the City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached.

### **2. CONTRACT DEVELOPMENT**

The proposal and all responses provided by the successful Proposer may become a part of the final contract. The form of contract shall be the City's Standard Contract.

### **3. AWARD REVIEW AND PROTESTS**

#### REVIEW:

Following the Notice of Intent to Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret or confidential and meeting the requirements of ORS 192.501, 192.502 and/or ORS 646.461 et seq., will not be disclosed unless the County District Attorney determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

#### PROTESTS OF CONTRACT AWARDS:

Protests may be submitted to the City Manager only for formal solicitations resulting in contract(s) only from those Proposers who would receive the contract if their protest was successful.

Protests must be in writing and received by the City Manager within seven (7) calendar days, UNLESS OTHERWISE NOTED, following the date the City's Notice of Intent to Award was issued. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was miss-scored or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

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

The City Manager may waive any procedural irregularities that had no material effect on the selection of the proposed contractor, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any proposal or require the bureau to cancel the solicitation and begin again to solicit new proposals. The City Manager shall create a written opinion on the protest and forward the opinion to the Local Contract Review Board (LCRB) for further action. In the event the LCRB returns the matter to the evaluation committee, the City shall issue a notice canceling the Notice of Intent to Award.

Decisions of the LCRB are final and conclude the administrative appeals process.



**EXHIBIT A**  
**CITY OF WEST LINN**  
**PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES**  
**FIRST TIER SUBCONSULTANT DISCLOSURE FORM**

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**CITY PTE DISCLOSURE REQUIREMENTS**

The City's disclosure program was adopted to document the use of subconsultants on City projects over \$100,000.

This Request for Proposal requires submission by the Proposer of the First Tier Subconsultant Disclosure Form. When the contract amount of a first-tier subconsultant furnishing services, labor or labor and materials would be greater than or equal to \$10,000, the Proposer must disclose the following information about such subconsultants:

- 1) The subconsultant's contact information and Employer Identification Number (EIN or FED ID#)
- 2) The proposed scope or category of work that the subconsultant will be performing
- 3) The amount of the subconsultant's contract

If the Proposer will not be using any subconsultants that are subject to the above disclosure requirements, the Proposer is required to indicate "**NONE**" on the accompanying form.

## Exhibit B

### A / E EVALUATION CRITERIA SCORING

#### A. Background / Experience (30% total)

1. For all of the elements of design services including;
  - Architecture
  - Landscape Architecture
  - Civil Engineering
  - Structural Engineering
  - Mechanical Engineering
  - Traffic Engineering
  - Planning (land use permitting)

Provide a description of the proposing firm(s) which includes the number of years in continuous operation within 100 miles of the subject site; the type of work in which the firm specializes; the number of police facilities, or facilities with similar security needs, designed within the last 7 years; the number of LEED certified projects designed; also describe the design style(s) that is emblematic of the firm's work. Also list the names of all persons with an ownership interest in the company(s), list the primary bank, insurer, accounting firm, and legal office used by the contracting firm and include names and contact information for each.

2. State whether the firm is or has been named as a plaintiff, or defendant, in any mediation, arbitration, litigation or other legal action with an owner, client or contractor, in the previous 7 years, regardless of the outcome. State whether, during the last 7 years, the firm has made a settlement, or been ordered to make a payment to a plaintiff or claimant, or has been found in violation of a regulatory statute which has resulted in a fine, disbarment or other action by regulatory agencies (information required to be kept confidential in any settlement agreement need not be disclosed in the proposal).
3. List and briefly describe a minimum of four relevant (2 police / 2 security or public buildings) designed within the last 10 years, with respective client references and their contact information. Provide general contractor references for the respective projects with construction superintendent names and contact information. List key personnel for each of those projects and indicate whether they are on the current proposing team. Firms with more recent experience will be given preference.

#### B. Project Team(30% total)

1. Identify the project manager and lead personnel for the project. Provide resumes relating to their experience on similar projects, with an emphasis on police facilities and LEED design. List other current projects for these people and the beginning and anticipated end dates for those projects.
2. Identify previous projects completed by the same proposal team.
3. Provide a scope listing all staff that illustrates how the project will be managed with sufficient detail for all phases of design, permitting, bidding, construction management, project closeout, and the preparation of as-built drawings.

#### C. Cost, Quality and Innovation/ Schedule (30% total)

1. Describe issues that could be a problem for building the project within budget and techniques or recommendations to address those issues. Similarly describe potential schedule issues and provide recommendations.
2. Describe your understanding of the project and your approach to design of a Police Station in West Linn. Describe innovative design, quality control or process options that could be applied to this project.

3. Illustrate how a West Linn police station could be designed to meet community and policing needs in a manner unique to West Linn.

D. Public Involvement/ Public Information (10%)

1. Describe the techniques you will use to involve the public in the design process and how information can be made available to citizens during the design and construction phases of the project.

**EXHIBIT C**

**CITY OF WEST LINN**

**ARCHITECTURAL SERVICES CONTRACT**

**ARCHITECTURAL SERVICES AGREEMENT  
WITH THE CITY OF WEST LINN, OREGON  
FOR PROJECT TITLE**

**THIS AGREEMENT**, made and entered into this (Day) day of (Month), (Year), by and between the City of West Linn, a municipal corporation, hereinafter referred to as the "City," and (Name and Address of Firm), whose authorized representative is (Name of Representative), and having a principal being a registered architect of the State of Oregon, hereinafter referred to as the "Architect."

**RECITALS**

**WHEREAS**, the City's Fiscal Year (Fiscal Year dates - i.e. 2011-12) budget provides for the services of an Architect for the design and construction of (File Name & Project Number); and

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

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

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

**1. Architect's Scope of Services**

The Architect shall perform professional architectural services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit 1, which is attached hereto and by this reference made a part of this Agreement.

**2. Effective Date and Duration**

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

**3. Architect's Fee**

**A. Basic Fee**

- 1)** As compensation for Basic Services as described in Exhibit 1 of this Agreement, and for services required in the fulfillment of Paragraph 1, the Architect shall be paid on an hourly rate based upon the "Schedule of Rates" in Exhibit 1 of this agreement, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall not exceed the amount of (Amount of dollars expressed in words) dollars (\$Amount of dollars expressed numerically) without prior written authorization.
- 2)** The parties hereto do expressly agree that the Basic Fee is based upon the

Scope of Services as provided in Exhibit 1 and is not necessarily related to the estimated construction cost of the Project. In the event that the actual construction cost differs from the estimated construction cost, the Architect's compensation will not be adjusted unless the Scope of Services to be provided by the Architect changes and is authorized and accepted by the City.

**B. Payment Schedule for Basic Fee**

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

**C. Payment for Special Services**

Only when directed in writing by the City, and signed by both parties as an addendum to this Agreement, the Architect shall furnish or acquire for the City the professional and technical services based on the hourly rate schedule as described in Exhibit 1 of this contract for minor project additions and/or alterations.

**D. Certified Cost Records**

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

**E. Contract Identification**

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

**F. Payment – General**

- 1)** Architect shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2)** Architect shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- 3)** Architect 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 Architect or all sums which Architect agrees to pay for such services and all moneys and sums which Architect collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of

providing or paying for such service.

- 4) The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.
- 5) Architect shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Architect shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.
- 6) If Architect fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Architect, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Architect. The payment of the claim in this manner shall not relieve Architect or its surety from obligation with respect to any unpaid claims.

**4. Ownership of Plans and Documents: Records**

- A. The field notes, design notes, and original drawings of the construction plans, as instruments of service, are and shall remain, the property of the Architect; however, the City shall be furnished, at no additional cost, one set of previously approved reproducible drawings, on 3 mil minimum thickness mylar as well as diskette in “DWG” or “DXF” format, of the original drawings of the work. Any use, re-use or alteration of any materials other than as contemplated by the applicable Scope of Services shall be at the City’s sole risk, unless written permission has been received from Architect prior to any such use.
- B. The City shall make copies, for the use of and without cost to the Architect, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Architect pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.
- C. The Architect shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Architect at no additional expense to the City except as provided elsewhere in this Agreement.

**5. Assignment/Delegation**

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Architect 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. Architect is Independent Contractor**

- A. The City’s project director, or designee, shall be responsible for determining whether Architect’s work product is satisfactory and consistent with this agreement, but

Architect is not subject to the direction and control of the City. Architect shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Agreement.

- B.** Architect is an independent contractor and not an employee of City. Architect acknowledges Architect's status as an independent contractor and acknowledges that Architect is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Architect to provide services under this contract are employees of Architect and not of City. Architect acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Architect is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Architect under the terms of the agreement, to the full extent of any benefits or other remuneration Architect 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 Architect or to a third party) as a result of said finding.
- C.** The undersigned Architect hereby represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Architect, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- D.** If this payment is to be charged against Federal funds, Architect certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his/her normal charge for the type of service provided.
- E.** Architect and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- F.** Architect certifies that it currently has a City business tax receipt or will obtain one prior to delivering services under this Agreement.
- G.** Architect is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

## **7. Indemnity**

- A.** The City has relied upon the professional ability and training of the Architect as a material inducement to enter into this Agreement. Architect represents to the City that the work under this contract will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the architectural profession under similar conditions and circumstances as well as the requirements of applicable



federal, state and local laws, it being understood that acceptance of Architect's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Architect of any responsibility for negligent or wrongful design deficiencies, errors or omissions.

- B.** Claims for other than Professional Liability. Architect shall defend, save and hold harmless the City of West Linn, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, of whatsoever nature, including intentional acts resulting from or arising out of the activities of Architect or its subcontractors, sub-consultants, agents or employees under this contract. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C.** Claims for Professional Liability. Architect shall defend, save and hold harmless the City of West Linn, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, arising out of the professional negligent acts, errors or omissions of Architect or its subcontractors, sub-consultants, agents or employees in performance of professional services under this agreement. Any design work by Architect that results in a design of a facility that is not readily accessible to and usable by individuals with disabilities shall be considered a professionally negligent act, error or omission.
- D.** As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Architect, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Architect unrelated to the quality of professional services provided by Architect.

## **8. Insurance**

Architect 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 risks arising directly or indirectly out of Architect's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder.

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

### **A. Commercial General Liability Insurance**

Architect shall obtain, at Architect'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:

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

**B. Professional Liability**

Architect shall obtain, at Architect’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 act. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000 and filed on a “claims-made” form.

**C. Commercial Automobile Insurance**

Architect shall also obtain, at architect’s expense, and keep in effect during the term of this contract Commercial Automobile Liability coverage on an “occurrence” form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

**D. Workers’ Compensation Insurance**

The Architect, 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 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 Policy and other policies the City deems necessary shall include the City its officers, directors, and employees as additional insureds with respect to this contract. Coverage will be endorsed to provide a per project aggregate.

**F. Extended Reporting Coverage**

If any of the aforementioned liability insurance is arranged on a “claims-made” basis, Extended Reporting coverage will be required at the completion of this contract to a duration of 24 months or the maximum time period the Architect’s insurer will provide such if less than 24 months. Architect will be responsible for furnishing certification of Extended Reporting coverage as described or continuous “claims-made” liability coverage for 24 months following contract completion. Continuous “claims-made”

coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract. Coverage will be endorsed to provide a per project aggregate.

**G. 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 30 days notice of cancellation provision shall be physically endorsed on to the policy.

**H. Insurance Carrier Rating**

Coverage provided by the Architect 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.

**I. Certificates of Insurance**

As evidence of the insurance coverage required by the contract, the Architect 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 address below ten 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. Insured coverage is primary” in the description portion of certificate.

**J. Primary Coverage Clarification**

The parties agree that Architect’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 general liability policy.

Architect’s insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without 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:

Chris Jordan, City Manager City of West Linn 22500 Salamo Road	Ph: 503-657-0331 Fax: 503-650-9041
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Such policies or certificates must be delivered prior to commencement of the work. Thirty days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

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

**9. Termination Without Cause**

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

**10. Termination With Cause**

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

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 Architect, may terminate the whole or any part of this Agreement:

- 1) If Architect fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Architect fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to

correct such failures within ten days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Architect 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), Architect 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 Architect 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 Architect. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

**11. Non-Waiver**

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

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

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

<b>City of West Linn</b>	<b>(Contractor's Firm Name):</b>
Attn: (insert staff's name)	Attn: (insert contract manager's name)
22500 Salamo Road West Linn, OR 97068	Address: (insert contract manager's address)
Phone: 503- (insert #)	Phone: (insert #)
Fax: 503-(insert #)	Fax: (insert #)
Email Address: (insert address)	Email Address: (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.

**13. Merger**

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

**14. Force Majeure**

Neither City nor Architect 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 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-Discrimination**

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

**16. Errors**

Architect 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.

**17. Extra (Changes) Work**

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

**18. 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.

**19. Conditions of Supplying a Public Agency.**

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

**20. Compliance With Applicable Law**

Architect shall comply with all applicable federal, state, local laws and ordinances, including but not limited to ORS 279B.020, 279B.220, 279B.225, 279B.230, and 279B.235, which are incorporated herein. If Architect is a foreign contractor as defined in ORS 279A.120, Architect

shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Architect before City issues final payment under this agreement. Architect shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244..

**21. Conflict Between Terms**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**22. Access to Records**

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

**23. Audit**

Architect 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. Architect agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

**24. Severability**

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

**25. Complete Agreement**

This Agreement and attached exhibit(s) 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. Architect, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, City has caused this Agreement to be executed by its duly authorized undersigned officer and Architect has executed this Agreement on the date hereinabove first written.

**ARCHITECT**

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By: Signature

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Print Name & Title

---

Date

**CITY OF WEST LINN**

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By: Signature

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Print Name & Title

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Signature

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Date



**EXHIBIT 1**  
**DUTY OF ARCHITECT**

The Architect shall render professional architectural services as described below:

**1. Basic Services**

**2. Special Services**

Only when directed in writing by the City, the Architect shall furnish or acquire for the City the following professional and technical services:

**3. Performance**