

REQUEST FOR QUALIFICATIONS (RFQ) For Engineering Services City of Oregon City

February 26, 2016

Design and Engineering Services for:

- ✚ Transportation Planning and Engineering
- ✚ Civil Engineering for Transportation Infrastructure



CONFORMED – INCLUDES ADDENDUM 1

City of Oregon City
Public Works Department
625 Center Street
P. O. Box 3040
Oregon City, OR 97045

REQUEST FOR QUALIFICATIONS (RFQ)
For Transportation Engineering Services
City of Oregon City

The City of Oregon City seeks proposals from qualified firms or individuals to provide engineering and other professional services related to Transportation Planning & Engineering, and Civil Engineering for Transportation Infrastructure.

Proposals will be received until **4:00 P.M. local time on Wednesday, March 23, 2016**, at the City of Oregon City Public Works Department, PO Box 3040, 625 Center Street, Oregon City Oregon 97045. Late proposals will not be considered. There will be no formal Proposal opening.

Solicitation documents may be obtained from the City's online plan center free of charge at <http://bids.oregoncity.org/>. Solicitation documents may be obtained by creating a new user account and registering for the project. General information including the planholder list is available to the public without registering.

Solicitation documents are also available for review at the City of Oregon City, Public Works Department, 625 Center Street, Oregon City, Oregon (telephone: 503.657.0891), between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays.

Addenda, clarifications and notices will be distributed through the City's online planholder system. Potential proposers are responsible for ensuring contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best interest of potential proposers to check the website periodically to ensure all updates are received. The City is not responsible for failure of proposers to receive notifications of changes or corrections made by the City and posted as stated above.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120(1). Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the Oregon City Municipal Code.

In order to provide efficiencies in service with other public agencies and in order to fulfill an opportunity for cooperative purchasing, any publicly funded city, county, district, agency or similar entity shall have the authority to acquire services directly from the successful proposer(s) under the terms and conditions of this RFQ.

The City of Oregon City reserves the right to (1) reject any or all proposals not in compliance with public bidding procedures if it is in the best interest of the public to do so, (2) postpone establishment of a short list for a period not to exceed sixty (60) days from date of proposal opening, (3) waive informalities in the proposals, and (4) to select the proposals which appear to be in the best interest of the City.

PUBLISHED: Daily Journal of Commerce, February 26 and March 2, 2016

SECTION 1 GENERAL INFORMATION

1.1 SUMMARY OF REQUEST

The City of Oregon City seeks proposals from qualified firms or individuals to provide engineering and other professional services related to Transportation Planning & Engineering, and Civil Engineering for Transportation Infrastructure for projects involving the planning, design, construction, reconstruction or rehabilitation of transportation infrastructure and facilities and to otherwise assist the City in completing selected engineering and capital improvement projects.

The City seeks to establish a short list of consultants or consultant teams for the following categories:

- Transportation Planning & Engineering
- Civil Engineering for Transportation Infrastructure

It is the City's intent to develop a short list of between three and five qualified individuals and/or firms in each category. Consultants selected to perform work under contract with the City using the City's standard Personal Services Agreement (attached) will agree to provide services for the City for a three (3) year period with the option to renew up to two (2) additional one-year periods. The total term of the short list shall not exceed five (5) years.

Following the City's selection of short listed individuals and/or firms, the City will negotiate separate Personal Service Agreements for specific projects on an as needed basis. Each Agreement will identify the type of services, work scope, fee, and terms of payment for services. For specific projects, the City may determine that additional expertise is required (such as landscape architecture, electrical engineering, surveying, etc). The City can elect to assemble or augment project teams to cover all required disciplines.

The City makes no representation as to the frequency or amount of service, if any, to be obtained by any short listed consultant.

A tentative schedule for this process appears below:

| | |
|-------------------------------|--|
| February 26 and March 2, 2016 | Advertise RFQ |
| March 23, 2016 @ 4:00 PM | Proposals Due |
| April 13, 2016 | Completion of Proposal Evaluations |
| April 20, 2016 | Notify Consultants of Results of Selection Process |
| May 4, 2016 | City Commission Confirmation of Short List |

SECTION 2 NATURE OF WORK

2.1 INTRODUCTION

Selected consultants will provide engineering services for City projects involving planning, design, construction, reconstruction or rehabilitation of transportation infrastructure and facilities as needed by the City.

The City views its relationship with consultants as a partnership where they assist the City as needed in planning, design, and construction of public improvements. The consultants will provide technical expertise, services and resources as needed. Consulting engineers will be expected to participate with the City to resolve construction issues, including construction claims, as needed.

Construction projects will normally be designed and constructed in accordance with the American Public Works Association, MUTCD, AASHTO, American Water Works Association, Oregon Administrative Rules and Oregon City Public Works standards. Construction contracts are currently prepared in accordance with the Oregon Standard Specifications for Construction, latest edition, and as modified by the City. The consultant shall use City provided contract forms as the base or template for construction contracts supplemented by special provisions to the applicable reference standards as needed.

2.2 PROFESSIONAL SERVICES

The City seeks professional services in the following areas:

A) TRANSPORTATION PLANNING AND ENGINEERING (TP)

The consultant shall perform planning and engineering services for City transportation facility improvement projects.

The consultant may provide project management, transportation system analysis and planning, preliminary engineering, final design, construction engineering, and/or any combination of these services. Projects may include assistance with alternative mobility standards, corridor planning and studies, traffic analyses, general technical support at Transportation Advisory Committee meetings, and grant application assistance.

Work tasks may include, but are not limited to, the following:

- 1) Project Management
 - a. Work scope and proposal development.
 - b. Preparation and maintenance of the project schedule, including adding and managing staff, sub-consultants and other resources as needed to meet scheduled milestones.

- c. Monthly progress reports and analysis of cost versus progress.
- d. Scheduling and staffing project team meetings during design phase including preparation of agendas and meeting notes.

2) Planning and Engineering

- a. Transportation system planning and analysis including modeling, alternatives analysis, and geometric evaluation. Familiarity with Metro regional transportation planning and modeling is a must.
- b. Perform traffic analyses which may include signal studies.
- c. Research “as-built” records and other historical data.
- d. Gather field information and other data, including utility information, traffic counts, existing conditions, turning movement, geometry, and other salient features.
- e. Participate in preliminary design(s) preparation that may show roadway and existing utility configuration and rights-of-way location, including reports, traffic analysis, supporting data, survey information, and preliminary construction cost estimate(s). (A specific project may require several design alternatives.)
- f. Revise preliminary design as appropriate following City review, including possible downscaling to minimize need for rights-of-way acquisition.
- g. Submit preliminary engineering plans to City for review.
- h. Participate in public meetings, to include preparation of graphics and visual aids, and assistance in the presentation of design concepts to neighborhood groups, advisory committees, the City Commission, and the general public.
- i. Attend land use hearings if needed.

B) CIVIL ENGINEERING FOR TRANSPORTATION INFRASTRUCTURE (TI)

Transportation infrastructure projects often require one or more civil engineering discipline to address all project needs. This category is intended to typically fulfill the prime consultant role in delivering complex transportation infrastructure projects that may include drainage, water and sewer facilities, retaining and sound walls, landscaping and other unique project features, as well as simple sidewalk infill projects.

Work tasks may include, but are not limited to, the following:

1) Project Management

- a. Work scope and proposal development.
- b. Preparation and maintenance of the project schedule, including adding and managing staff, sub-consultants, and other resources as needed to meet scheduled milestones (such as land survey, geotechnical, wetlands, or other specialized consultants). These resources likely will be planned and assembled when scoping an individual project

- c. Monthly progress reports and analysis of cost versus progress.
 - d. Scheduling and staffing project team meetings during both design and construction phases, including preparation of agendas and meeting notes.
- 2) Planning and Engineering
- a. Research “as-built” records and other historical data.
 - b. Gather field information and other data, including utility locations, and other salient features.
 - c. Coordinate and evaluate subsurface utility investigation services to verify existing utility locations and identify potential utility conflicts.
 - d. Provide geotechnical studies to evaluate existing roadway or foundation conditions (subconsultant would perform this task).
 - e. Conduct field surveying that includes collecting topographic information and locating and referencing any survey monumentation endangered by the project.
 - f. Conduct environmental studies to evaluate impacts of a project on existing areas, including air quality, noise, wetlands, streams and rivers, threatened and/or endangered species or natural resources.
 - g. Assist in writing and obtaining permits and service provider letters.
 - h. Prepare preliminary design(s) that may show roadway and existing utility configuration and rights-of-way locations, including reports, traffic analysis, supporting data, survey information, and preliminary construction cost estimate(s). (A specific project may require several design alternatives.)
 - i. Revise preliminary design as appropriate following City review, including possible downscaling to minimize need for rights-of-way acquisition.
 - j. Submit preliminary engineering plans to City for review.
 - k. Participate in public meetings, to include preparation of graphics and visual aids, and assistance in the presentation of design concepts to neighborhood groups, advisory committees, the City Commission, and the general public.
 - l. Re-establish centerlines and benchmarks per the Clackamas County Surveyor.
- 3) Final Design
- a. Prepare final engineering plans.
 - b. Prepare construction specifications, including contract special provisions and supplemental standard specifications for construction contract documents.
 - c. Prepare right-of-way survey maps, right-of-way descriptions, parcel maps, and additional information needed to purchase right-of-way.
 - d. Submit final plans, survey construction notes, staking details, traffic plans and signal design, and other documents to the City for review

- and approval.
 - e. Prepare permit applications as appropriate for a specific project, including City land use applications.
 - f. Attend land use (if needed), utility, pre-bid, and pre-construction meetings.
- 4) Construction Engineering
- a. Provide surveying services for and during construction.
 - b. Provide pertinent engineering support during construction.
 - c. Provide construction inspection services.
 - d. Review contractor's progress payment requests and certify that quantities claimed accurately reflect work performed and materials supplied during the payment period.
 - e. Review materials and other contract submittals.
 - f. Provide record drawings as necessary following completion of construction.
 - g. Establish required final centerlines and monumentation and file maps with the Clackamas County Surveyor.

2.3 CONSULTANT'S WORK PRODUCTS

Consultants shall submit work products to the City that may include but are not limited to the following:

- A) Property descriptions for right-of-way acquisition including easements.
- B) Preliminary and final plans, reports, exhibits and other information in digital format or hard copy reproducible media as requested by the City.
- C) Construction drawings in both a 22" x 34" format and a reduced 11" x 17" format, on paper and digital format.
- D) Survey maps and placement of monuments as required by the City.
- E) As-built record drawings, in digital and hard copy reproducible format as requested by the City.
- F) Project files, including permits, correspondence, memoranda, telephone logs, inspection reports and testing results.
- G) Land use permit applications in accordance with Oregon City Municipal Code, Chapter 17.
- H) Completed permit applications from other agencies.

2.4 SERVICES TO BE PROVIDED BY THE CITY

For projects contracted directly with the City, the City will provide the following services:

- A) Provide a project engineer/manager who is responsible for overall project management and will provide coordination and oversight.
- B) Establish the work scope and design parameters for each project, including related standards.
- C) Make available mapping and design information previously developed.
- D) Make available survey control data, if available, to establish road centerline.
- E) Make available guidelines, policies, and regulations to be used in review and/or developing design.
- F) Submit applications to the State and/or County for required permits. (Note consultant will prepare and may be requested to submit applications.)
- G) Maintain records and process payment requests.
- H) Provide the base or template provisions for the construction contract to which the consultant shall add terms, conditions and special provisions unique to the project.
- I) Legal review of all contracts, bid forms and real property conveyances.
- J) Public involvement and communication with the City Commission and private citizens.
- K) Liaison between other agencies and private utility providers.
- L) Provide review and comments from Operations staff and other Public Works employees on deliverables.

2.5 PROPOSED CITY PROJECTS

Projects that could be anticipated by the City over the next five years requiring the services covered by this Request for Qualifications would typically be included in adopted City master plans, corridor plans and associated capital improvement plans. These plans can be viewed on the City website at www.orcity.org/publicworks/public-works-master-plans.

In addition to the following budgeted projects, other public works projects will include those discovered during routine operations and maintenance or emergencies. As part of other projects, the need for studies or problem-solving expertise may also arise from time to time. Similar project funding levels over the life of the short list can be anticipated.

A) TRANSPORTATION PLANNING & ENGINEERING (TP)

The Oregon City Transportation System Plan (TSP) adopted in 2013 (<http://www.orcity.org/publicworks/2013-transportation-system-plan>) includes proposed capital improvement projects. The total planned costs included in the adopted 2015-2017 Biennial Budget for this category of work are broken out as follows:

| | | |
|----|---|-----------|
| a. | 7 th Street and Molalla Avenue Intersection Control Analysis | \$140,000 |
| b. | 99E and Railroad Improvements | \$50,000 |
| c. | Alternative Mobility Studies | \$40,000 |
| d. | Citywide Signalization Optimization Study | \$75,000 |
| e. | Grant Application Assistance | \$10,000 |
| f. | Holly Lane Concept Plan | \$45,000 |
| g. | Loder Road Extension Concept Plan | \$150,000 |
| h. | Main Street and 14 th and 15 th Concept Plan | \$116,000 |
| i. | Meyers Road Extension (High School Lane to Hwy. 213) | \$10,000 |
| j. | Molalla Avenue Phase III, concept plan and public outreach | \$50,000 |
| k. | Protected/Permitted Signal Phasing | \$25,000 |

B) CIVIL ENGINEERING FOR TRANSPORTATION INFRASTRUCTURE (TI)

The Oregon City Transportation System Plan (TSP) adopted in 2013 (<http://www.orcity.org/publicworks/2013-transportation-system-plan>) includes proposed capital improvement projects. The total planned costs included in the adopted 2015-2017 Biennial Budget for this category of work are broken out as follows:

| | | |
|----|---|-----------|
| a. | 2015-16 Roadway Reconstruction Projects | \$100,000 |
| b. | 2016-17 Roadway Reconstruction Projects | \$250,000 |
| c. | ADA Ramps | \$125,000 |
| d. | Elevator Improvements | \$20,000 |
| e. | Gaffney Lane Sidewalks | \$25,000 |
| f. | Gardiner Middle School Sidewalks | \$104,000 |
| g. | ITS Infrastructure | \$40,000 |
| h. | Linn Avenue Sidewalk Infill | \$90,000 |
| i. | Meyers Road (High School Lane to Hwy. 213) | \$500,000 |
| j. | OR 213/Beavercreek Road - Lengthen Dual Left-Turn Lanes | \$45,000 |
| k. | Signal Improvements | \$40,000 |
| l. | Transit Signalization | \$60,000 |
| m. | Various Way Finding and Shared Lane Markings | \$23,000 |
| n. | Warner Milne Road Sidewalk Infill | \$90,000 |

SECTION 3 PROPOSAL INSTRUCTIONS

3.1 GENERAL REQUIREMENTS

- A) Proposals must be computer generated, printed double-sided, and be three hole punched and unbound in an 8.5" x 11" format. Proposals with 11" by 17" pages are allowed but must be folded into an 8.5" by 11" format. Text font size of printed proposals must be 11 point font or greater.
- B) No facsimile or electronic proposals will be accepted in lieu of hard copy proposals; however, in addition to hard copy submittals, proposers shall submit a digital copy of their proposal(s) via a CD or a USB flash drive.
- C) Proposals are limited to a set number of pages as identified in Section 3.8. A proposal cover page and divider pages will not be included in the count of pages. Refer to Proposal Content in Section 3.8 for further information regarding the format of proposals and the number of pages each section of the proposal is not to exceed. Each printed side of 8.5" x 11" sheets will count as one page. Each side of printed 11" x 17" sheets will count as two pages.
- D) The firm may propose a consultant team. If a consultant team is proposed, résumé information must be provided for each key team member from each subconsultant. Résumé information may be located in the Key Personnel or Supporting Information sections (refer to Section 3.8, Proposal Content).
- E) An authorized representative of the proposer must sign the proposal and their name and title must appear below the person's signature. The signing of the proposal certifies:
 - 1. The person signing the proposal has the legal authority to do so on behalf of the proposer;
 - 2. The proposer has not made and will not make any attempt to induce any other person or firm to submit or not submit a proposal;
 - 3. That to the best of proposer's knowledge, no employee of the City of Oregon City, or any partnership or corporation in which a City employee has an interest, will or has received any remuneration of any description from proposer, either directly or indirectly, in connection with the letting or performance of any contract resulting from this RFQ; and
 - 4. The statements contained in the proposal are true and complete to the best of the proposer's knowledge.

3.2 PROCEDURE FOR PROPOSAL SUBMITTAL

A firm may submit a proposal for one or both of the categories of professional services requested in this RFQ. If submitting for both categories of work, two separate proposals that clearly distinguish qualifications for the category for which consideration is being sought shall be submitted.

3.3 COST OF PREPARING A PROPOSAL

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

3.4 PROPOSAL VALIDITY PERIOD

The information included in the proposal shall remain valid for 120 days from the proposal due date or until City Commission selection is made.

3.5 SUBMISSION REQUIREMENTS

If submitting in one or both categories, six (6) complete copies of each proposal(s) as identified in Section 3.1, General Requirements, as well as a digital copy of each proposal on either a CD or a USB flash drive shall be included in sealed envelopes marked:

“SEALED QUALIFICATIONS-TRANSPORTATION PLANNING & ENGINEERING”

and/or

“SEALED QUALIFICATIONS-CIVIL ENGINEERING FOR TRANSPORTATION INFRASTRUCTURE”

Proposals shall be submitted no later than **4:00 PM on Wednesday, March 23, 2016** to:

John M. Lewis, P.E., Public Works Director
City of Oregon City
625 Center Street
P. O. Box 3040
Oregon City, OR 97045

There will be no formal opening of proposals. Postmarks and late proposals will not be considered.

If sealed proposal(s) are forwarded by mail or messenger service, it is the responsibility of the proposer to get the sealed proposal(s) to the above location by the proposal due date and time.

3.6 INTERPRETATIONS AND ADDENDA

Questions regarding this project proposal shall be submitted through the online bid center at <http://bids.orcity.org/> or they may be directed to **Dayna Webb, P.E., Project Engineer, at 503.974.5508 or dwebb@orcity.org**. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an “Addendum” to all prospective proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addenda issued, as a result of any change in the RFP, must be acknowledged in the proposer's "Qualifications Checklist".

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.7 BUSINESS LICENSE/FEDERAL ID REQUIRED

A City of Oregon City Business License is required. Chapter 5.04 of the City Code states no person shall do business within Oregon City without a current, valid City license. No payment shall be made to any consultants without having received a W-9 form nor prior to the obtaining of the City of Oregon City Business License.

3.8 PROPOSAL CONTENT

For consistency in proposals, please arrange content in the order listed in the table below, i.e., introductory letter first, proposer qualifications checklist second, etc. Please note the maximum number of pages allowed for each section. An explanation of the information sought about the content is set out below.

| PROPOSAL CONTENT | <u>MAXIMUM NO. OF PAGES</u> |
|---|---------------------------------|
| A. Introductory letter | 1 |
| B. Proposer Qualifications Checklist | 4 |
| C. Firm qualifications | 4 |
| D. Key personnel qualifications | 3 |
| E. Subconsultant relationships | 2 |
| F. Quality of client service | 2 |
| G. Supporting information (including key personnel résumés) | 15 |

A) INTRODUCTORY LETTER

Provide a brief introductory letter describing why your firm is interested in working for the City of Oregon City. This may include the following:

- Your understanding of the opportunities & challenges of working in Oregon City
- Previous experience your firm has working with the City
- Unique capabilities your firm provides including what makes your firm leading edge and/or distinctive

B) PROPOSER QUALIFICATIONS CHECKLIST

Provide a completed Proposer Qualifications Checklist in your proposal.

C) FIRM QUALIFICATIONS

Provide a statement that portrays the firm's qualifications as related to the local office and experience in relation to the described work. The response should address the following:

1. General qualifications and experience of the firm. Please limit information to that which is specific to the local office.
2. Areas of expertise applicable to the described work.

In addition to engineering and other professional services related to Transportation Planning & Engineering, and Civil Engineering for Transportation Infrastructure including design and engineering services, the City is also interested in proposers' experience in the following areas:

a) Transportation Planning & Engineering (TP)

The City is seeking consultants with the ability to assist with a wide variety of transportation and traffic related items. Consultants shall describe their experience with each of the following:

- Alternative Mobility Studies
- Corridor Planning & Studies
- Traffic Signal Analyses
- Traffic Analyses
- Intersection Analyses
- Support at Transportation Advisory Committee Meetings
- Grant Application Assistance
- Local Agency Projects
- Regional Planning
- Transportation Land Use Planning
- Public & Neighborhood Involvement

b) Civil Engineering for Transportation Infrastructure (TI)

The City is seeking consultants with the ability to assist with multi-discipline transportation projects. Consultants shall describe their experience with each of the following:

- Simple & Complex Transportation Projects
 - Sidewalk Infill Projects
 - Pavement Analyses
 - Pavement Maintenance
 - Grant Application Assistance
 - Local Agency Projects
3. Similar projects, by type, location and total project cost, which have been performed by the firm. If your firm does not have similar past projects performed by the firm for a category, please explain what has changed that now provides your firm with the necessary qualifications for this category. This shall include how you will assure that this new service you are offering will be successfully integrated into your firm, as well as similar projects performed by your key personnel while at another firm.
4. Awards the firm has received and experience with grants.
5. If including a subconsultant, include their role in the described work: prime consultant or sub-consultant.
6. Verification that the selected consultants' computer services and submittals are compatible with current City equipment. The City has largely converted to the Microsoft Windows 7 environment and uses the following software:
- Microsoft Office 365 using the Microsoft Office 2013 Suite.
 - Computer aided drafting (CAD) with AutoCAD 2013 or most recent version. As built submittals shall be in .DWG and .PDF format and include all reference and plotting files.
 - Geographic information system (GIS) with ESRI Server and Desktop ESRI ArcGIS 10.3 or most recent version.

D) KEY PERSONNEL QUALIFICATIONS

Provide a statement that portrays how the qualifications and experience of the firm's proposed key personnel relate to the described work. Only provide information for those personnel that the firm is proposing to perform the work.

The response should address qualifications and experience of principals and proposed key personnel with respect to the work as described in this RFQ. Identify any applicable registrations. Clearly note projects performed by personnel that were performed while working for another firm.

E) SUBCONSULTANT RELATIONSHIPS

1. Subconsultant Experience

If subconsultants were used as an integral part on past projects, provide a narrative of subconsultants' history with consultant. Include the history of any successes with similar projects identified in this RFQ. List no more than three (3) projects per subconsultant meeting this criteria which have been completed in the past five years.

2. Proposed Subconsultants

Irrespective of identifying a consultant team under 3.1, General Requirements, all proposers shall, as an example of who a firm proposes to use for future projects, provide a list of 2 to 3 subconsultants proposed to be used by the consultant in the following specialties:

a) Transportation Planning & Engineering (TP)

- Right-of-way acquisition
- Surveying
- Traffic counting services
- Public involvement outreach services

b) Civil Engineering for Transportation Infrastructure (TI)

- Electrical engineering
- Right-of-way acquisition
- Landscape architecture
- Surveying
- Structural engineering
- Geotechnical engineering

This is an example of who your firm might utilize for future services; however, the consultant shall not be limited to utilizing in-house services or the services of the subconsultants identified in their proposal. In the event your firm provides all anticipated specialties in-house and does not require use of any subconsultants, please use this section to elaborate on those specialties your firm provides.

F) QUALITY OF CLIENT SERVICE

One of the City's interests will be the commitment of the consultant's project team during the life of the project. The consultant's demonstrated commitment to the project will be a consideration in future engagements with the consulting firm.

Provide examples that demonstrates the quality of service provided to clients and

provide a minimum of five references with the names, addresses and telephone numbers of current and past clients for whom the proposer has provided similar professional services. The response should address the following:

1. Availability for meetings, joint field work, and other combined efforts; commitment to timely delivery of work products; and commitment to timely communication with City staff.
2. Internal procedures and/or policies for quality assurance & cost control.
3. Firm strategies to ensure Project Managers meet performance expectations.
4. Success in minimizing the number of contract change orders on design and construction projects managed by the firm. This may include company statistics for projects occurring over the previous five years to help establish project measurables on schedule, budget and cost overruns.
5. Long-term client/firm relationships. Preferably, this information shall be in the form of a matrix reflecting years (3 to 10 years) of repeat work for various clients, preferably those clients also listed as a reference. For example:

Category: Civil Engineering for Transportation Infrastructure (TI)

| Client | 2011 | 2012 | 2013 | 2014 | 2015 |
|----------|--|--|--|---|---|
| Client A | | | | Bremer Rd Re-construction | |
| Client B | | | Orchard Road Widening & Streetscape Improvements | | High Street Extension Project |
| Client C | I 90 & Springwater Road Interchange Improvements | Brooks Lane Widening and Pedestrian Improvements | | Reconstruction of Main, High and Center Streets | |
| Client D | | | | | Champoeg Park Entrance Re-configuration |
| Client E | | 2012 Roadway Re-construction Projects | 2013 Preventive Maintenance Improvements | | |

G) SUPPORTING INFORMATION

Examples of supporting materials that should be included with the proposal include:

- graphs, charts, photos, plans, reports, or similar documentation
- résumés of lead staff (Principal in Charge, Project Manager, and lead technical staff)

- a narrative explaining potential Oregon City challenges
- experience with local agency projects
- experience with each discipline
- project examples and materials that illustrate innovative solutions

3.9 COST SCHEDULE

Following the selection process, proposers short listed to perform work for the City shall provide a schedule of costs for services that include the following:

- Company name and address
- Date that the cost schedule is valid - example: January 1, 2016 - December 31, 2016
- Position titles
- Direct hourly rates for each position (use mid-point if range exists)
- Multiplier (e.g., overhead rate)
- Billing rate for each position
- Non-salary costs (e.g., travel or mileage, printing, cell phone use, etc.)

Different multipliers may be used for different positions. If a consultant does not use multipliers to calculate billing rates, the multiplier may be omitted. However, consultants not using multiplier rates shall provide the actual rates and billing rates for each position using a midpoint or range.

The Cost Schedule submitted shall remain in effect throughout the first year of the agreement. For the second, third and fourth year of the agreement (if extended), the billing rate for each position listed on the Cost Schedule shall be adjusted on the following January 1 of each year. The adjustment shall be based on the increase or decrease of the United States Bureau of Labor Statistics' Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W), US City Average (<http://www.bls.gov/CPI/>), or its successor report issued by the Federal Government covering the change for the year ending in September as follows:

- The second term January 1, 2017, to December 31, 2017, adjusted for the CPI-W US City Average Percent Change year ending September 2016.
- The third term January 1, 2018, to December 31, 2018, adjusted for the CPI-W US City Average Percent Change year ending September 2017.
- The fourth term (if short list extended) January 1, 2019, to December 31, 2019, adjusted for the CPI-W US City Average Percent Change year ending September 2018.
- The fifth term (if short list extended) January 1, 2020, to December 31, 2020, adjusted for the CPI-W US City Average Percent Change year ending September 2019.

The City may, at its sole discretion, accept or reject any proposed change in cost schedule beyond the scope of adjustments described in this section.

SECTION 4
EVALUATION AND SELECTION OF CONSULTANTS,
AND ADMINISTRATION OF PERSONAL SERVICE AGREEMENTS

4.1 EVALUATION CRITERIA

Based on the evaluations, between three and five firms will be selected in each short listed category as on-call consultants. Scoring will be as follows:

| PROPOSAL CONTENT AND EVALUATION CRITERIA | MAXIMUM SCORE |
|---|--------------------------|
| A. Introductory Letter | 5 |
| B. Proposer Qualifications Checklist | Pass/Fail |
| C. Firm qualifications | 25 |
| D. Key personnel qualifications | 25 |
| E. Subconsultant relationships | 15 |
| F. Quality of client service | 20 |
| G. Supporting information | 10 |
| Total Possible Points | 100 |

NOTE: Each proposal will initially be reviewed based upon the criteria of correct number of pages, insurance coverage, and computer equipment compatibility. Firms may be excluded from further consideration or no points awarded in the applicable section if the number of pages in each section are not correct or if the firm's insurance coverage is unsatisfactory.

4.2 CITY MAY REQUEST MORE INFORMATION

It is the intent of the City to make selections from the proposals submitted. However, more information may be requested to fully and accurately evaluate proposals if two or more proposals seem to be equally qualified. The City reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the firm's proposal.

4.3 INTERVIEWS

Interviews of selected proposers may be held at the City's option for informational purposes only and will not be scored.

The City reserves the right to investigate the references and past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The City may postpone the establishment of the short list to complete the investigation of references.

4.4 SELECTION RECOMMENDATION

The City's Notice of Intent to Select shall be posted on the City's bid site at <http://bids.orcity.org/>. Official selection is anticipated to occur at the City Commission meeting of May 4, 2016.

The decision by the City Commission to establish a short list for on-call consultants shall constitute the final decision of the City.

4.5 CONSULTANT SELECTION FOR SPECIFIC WORK

To maximize distribution of City work among all consultants, a list will be maintained by the City for each category. Project contracts will be awarded on an as-needed basis, and the City makes no representations as to the actual amount of work, if any, to be obtained from any particular firm. While the City intends to rotate through the short list of firms as projects come up, the City may ask for proposals and fee estimates for individual projects. The City reserves the right to not rotate the firms, depending on proven expertise, previous involvement in a similar project, or if it is in the best interest of the City to do so. If a firm is offered a project and declines it, they will lose their turn in the rotation list and the City will offer the project to the next consultant on the list.

As the need may arise with regard to a particular project, the City reserves the right to award work covered under this solicitation using a different procurement method, if use of such alternative solicitation process for the particular project is deemed by the City to be in the best interest of the City.

4.6 COOPERATIVE PURCHASING ARRANGEMENT

Proposers shall understand that a cooperative purchasing arrangement is available as follows:

- Any publicly funded city, county, district, agency or similar entity shall have the authority to acquire services from the short listed proposers under the terms and conditions of this proposal.
- The proposer(s) agrees to extend identical pricing to local public agencies for the same terms.

- Each contracting agency will execute a separate contract with the successful proposer(s) for its requirements.
- Any proposer, by written notification at the time of the proposal due date and time, may decline to extend the prices and terms of their proposal to any, and/or all other public agencies.
- Additional costs may be incurred by the successful proposer(s) in contracting with another public agency. All demonstrable costs (shipping, etc.) may be passed on to that public agency.
- Proposer(s) shall provide information regarding total usage of proposal upon request of the City of Oregon City.

4.7 RESERVATION OF CITY RIGHTS

The City reserves all rights regarding this RFQ, including without limitation, the right:

- A) To waive any minor irregularity, informality, or non-conformity with the provisions or procedures of this RFQ, and to seek clarification from the proposer if required.
- B) To reject any proposal that fails to substantially comply with all prescribed solicitation procedures and requirements.
- C) To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
- D) To make the award to any consultant whose proposal, in the opinion of the Commission, is in the best interest of the City.

To investigate the references and past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers, the City may postpone the award or establishment of the short list after the announcement of the apparent successful proposer(s) in order to complete its investigation.

SECTION 5 ATTACHMENTS

- Exhibit 1 Proposer Qualifications Checklist
- Exhibit 2 Standard Personal Services Agreement
- Exhibit 3 Standard Conditions to Oregon City Personal Services Agreement
- Exhibit 4 Business License Application

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PROPOSER QUALIFICATIONS CHECKLIST

| CRITERIA: | RESPONSES: |
|---|---|
| A. Addenda. The undersigned has received the following Addenda: | <p style="text-align: center;">CHECK ONE</p> <input type="checkbox"/> None <input type="checkbox"/> Addenda _____ through _____ |
| B. Resident Bidder Status. The undersigned certifies that their resident bidder status is as indicated at right. “Resident Bidder” means a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid and has a business address in Oregon. Nonresident bidders will not be precluded from performing work for the City. | <p style="text-align: center;">CHECK ONE</p> <input type="checkbox"/> Resident Bidder <input type="checkbox"/> Nonresident Bidder |
| C. Business Licenses. The undersigned certifies that their Oregon City business license status is as indicated at right. | <p style="text-align: center;">CHECK ONE</p> <input type="checkbox"/> Proposer is in possession of a current City of Oregon City business license. <input type="checkbox"/> Proposer will apply for and obtain an Oregon City business license if selected to be short-listed by the City. |
| D. Certification of Non-Discrimination (ORS 279A.110). The undersigned affirms at right that it shall not discriminate against minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225, when obtaining subcontracts for any work performed for the City. | <p style="text-align: center;">CHECK ONE</p> <input type="checkbox"/> Yes (affirms) <input type="checkbox"/> No (does not affirm) |
| E. Insurance. The undersigned certifies at right by checking Yes or No that it either has in effect or can obtain the insurance coverage required by the City (described in the attached, Standard Conditions to Oregon City Personal Services Agreement) if selected to be a short-listed consultant (<i>Note: Please do not submit certificates of insurance with the proposal</i>). | <p style="text-align: center;">CHECK ONE</p> <input type="checkbox"/> Yes <input type="checkbox"/> No (explain) |

| | |
|--|---|
| <p>Additionally, if shortlisted, the undersigned agrees by checking Yes or No at right that it shall also ensure that certificates of insurance name the City, its officials, employees, and agents, as additional insureds (except workers' compensation, professional liability and professional errors and omissions policies).</p> <p>If undersigned is unable to provide coverage as described in the aforementioned Standard Conditions to the Personal Services Agreement, proposer shall check the <u>NO</u> box at right and describe the insurance coverage that can be provided and why the City's preferred coverage cannot be provided. Explain what your proposed alternative terms and conditions would be in lieu of the terms and conditions the City has identified.</p> | <p>See "<u>Attachment Note</u>" at end of checklist.</p> |
| <p>F. Authorized Representatives. The person or persons authorized to represent the consultant in any negotiations and sign any contract that may result (at the time of proposal submittal) are listed at right.</p> | <p>_____ Name</p> <p>_____ Title</p> <p>_____ Name</p> <p>_____ Title</p> <p>See "<u>Attachment Note</u>" at end of checklist.</p> |
| <p>G. Litigation. The undersigned certifies by checking either No or Yes at right whether the proposer has not or has been a party to any litigation including but not limited to any bankruptcy settlements or unpaid judgments against the firm or its principals and whether or not any previous contracts for the proposer have been defaulted on and/or terminated. If the YES box is checked, list the type of litigation along with the settlement year. Additionally, explain the reasons for any defaults and/or terminations.</p> | <p style="text-align: center;">CHECK ONE</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes (explain)</p> <p>_____ _____</p> <p>See "<u>Attachment Note</u>" at end of checklist.</p> |

The undersigned authorized representative certifies, to the best of the signer's knowledge, that the information provided above is true to the best of the signer's knowledge.

AUTHORIZED REPRESENTATIVE TO COMPLETE:

Signature

Name

Title

Business Name

Telephone Number

Mailing Address

Email

Attachment Note: *Attach a separate sheet if more space needed to explain any responses or to add additional Authorized Representatives. One additional sheet with requested information is allowed and will not be included in page count limits.*

OREGON CITY PUBLIC WORKS PERSONAL SERVICES AGREEMENT

(Insert name and project here)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between:

CITY OF OREGON CITY ("City")

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: _____

and

INSERT NAME ("Consultant")

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until _____, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed _____.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according Term, above.

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned

herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20__.

CITY OF OREGON CITY

(FILL IN CONSULTANT NAME)

By: _____
John M. Lewis
Title: Public Works Director

By: _____
Title: _____

DATED: _____, 20__.

DATED: _____, 20__.

By: _____
Anthony J. Konkol III
Title: City Manager

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

DATED: _____, 20__.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

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1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth above, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Consultant is an independent contractor and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and Consultant has the authority to hire or fire persons to provide or assist in providing the services

required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services.

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the state of Oregon and that, if Consultant is a corporation, it is in good standing within the state of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Consultant under this Agreement and, unless Consultant is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and

279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the state of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$1,000,000 combined, single-limit, per-occurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance. Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. Should contrary provisions be included in a Personal Services Agreement, those contrary provisions shall control over these conditions.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the state of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

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

22. Information and Reports. Consultant shall, at such time and in such form as City may require,

furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration. All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give

written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.



2016 APPLICATION FOR BUSINESS LICENSE

| Business Information | | | | Business Owner and Contact Information | | | | |
|---|--|---|--|---|---|---|--|---------------------------------|
| Business Name | | | | Owner Name | | | | |
| Business Site Address | | | | Home Address | | | | |
| City, State, Zip | | | | City, State, Zip | | | | |
| Business Phone | | | | Phone | | | | |
| Business Email | | | | Email | | | | |
| Business Mailing Address | | | | Emergency Contact Name | | | | |
| City, State, Zip | | | | Emergency Contact Phone | | | | |
| Federal ID No. (EIN) ____ - ____ | | | | Metro Contractor's License | | | | |
| 4 Digit SIC Code (if known) ____ | | | | State License # (if applicable) | | | | |
| Detailed Description of Business (REQUIRED): What specific activity are you conducting? | | | | | | | | |
| Is your business located within the City limits of Oregon City? No <input type="checkbox"/> Yes <input type="checkbox"/> | | | Total number of persons doing business in Oregon City? | | | Hours of Operation? | | |
| Please indicate type of ownership <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | | | Individual <input type="checkbox"/> | Partnership <input type="checkbox"/> | Corporation <input type="checkbox"/> | Non-Profit <input type="checkbox"/> | LLC <input type="checkbox"/> |
| Business Based in Home | No <input type="checkbox"/> | Yes <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | If Yes, Home Occupation form required. (see reverse) | | | | |
| Are you the property owner? | No <input type="checkbox"/> | Yes <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | If No, please provide completed Owner's Affidavit form. (see reverse) | | | | |
| Hazardous Materials | No <input type="checkbox"/> | Yes <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | List: | | | | |
| Coin-Op Machines | No <input type="checkbox"/> | Yes <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | Type: | # of Machines: | | | |
| I HEREBY CERTIFY THAT ALL INFORMATION IS TRUE, CORRECT, AND COMPLETE. ADDITIONALLY, I CERTIFY THAT THIS BUSINESS COMPLIES WITH ALL STATE, FEDERAL, AND LOCAL LAWS. No <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | | | Applicant's Signature: | | | | |
| Credit Card Information (if paying with credit card) | Account Number | | | Exp. Date | | 3 Digit CSC (back of card) | | |
| | | | | ____/____ | | | | |
| | Visa <input type="checkbox"/> M/C <input type="checkbox"/> | | | Using payment schedule, list amount paid | | FEE \$ | | |
| PAYMENTS MUST ACCOMPANY APPLICATION. MAKE CHECKS PAYABLE TO: City of Oregon City A business license does not authorize the holder to conduct business in violation of any zoning ordinance or other state, federal, or local law. | | | | | | | | |
| OFFICE USE ONLY | | | | | | | | |
| Amount Paid | Receipt # | <input type="checkbox"/> Cash <input type="checkbox"/> Check | <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard | SIC Code | | Date Paid / By | | |

WHO NEEDS A BUSINESS LICENSE?

Oregon City Municipal Code Chapter 5.04 requires all businesses conducting business inside the city limits of Oregon City to obtain an Oregon City business license.

HOW DO I APPLY FOR A BUSINESS LICENSE?

Complete the **Application for Business License** form and submit it with the applicable fees:

- In person at 625 Center Street
- By mail to Business Licensing, PO Box 3040, Oregon City, OR 97045
- By fax to (503) 657-3339
- By email to licensing@orcity.org

The form can be found online at <http://www.orcity.org/economicdevelopment/business-licenses>. Payment may be made online at <https://edenweb.orcity.org/Default.asp?Build=LI.LicensingHome>.

Applications must be filled out completely. Incomplete applications will expire if not completed within 90 days. In the event a license application expires, the applicant may reapply for the business license.

Before submitting an application for a business license, please contact Community Development at (503) 722-3789 to verify that your proposed business is a permitted use within the zone you are located in.

If you are not the property owner on which the business is located, the owner is required to complete and submit the **Owner's Affidavit** form which can be found at <http://www.orcity.org/economicdevelopment/business-licenses>.

Businesses operating in the City must comply with all building, zoning, signage, fire and police requirements. Completion of the application does not imply business license approval. The business may not begin until the business license and all necessary permits, signs and inspections are approved by the City. Home-based businesses located in the City are required to fill out the **Home Occupation Worksheet** annually.

BUSINESS LICENSE FEES

The cost of the annual business license is dependent on the number of employees and the location of the business. When figuring the number of employees, include all persons involved in the business including owners, officers, employees and others operating within the City of Oregon City. Please verify the business location as it relates to Oregon City's jurisdictional boundary. New businesses that begin after June 30th of the current year may pay ½ of the annual business license fee listed below.

| | | <u>INSIDE CITY RATE</u> | <u>OUTSIDE CITY RATE</u> |
|----------------------------------|-------------------------|-------------------------|--------------------------|
| Home Occupation Business: | | \$ 80 | \$ 120 |
| All Other Businesses*: | <u>NO. OF EMPLOYEES</u> | <u>INSIDE CITY RATE</u> | <u>OUTSIDE CITY RATE</u> |
| | 1 – 25 persons | \$ 158 | \$ 198 |
| | 26 – 50 persons | \$ 242 | \$ 324 |
| | 51 – 100 persons | \$ 326 | \$ 450 |
| | 101 or more persons | \$ 410 | \$ 576 |

*These amounts include the \$78 Community Safety Advancement Fee. (OCMC 13.36.040)

QUESTIONS?

Contact the business license office at 503-657-0891 or visit us at 625 Center Street.