

City of Forest Grove

REQUEST FOR PROPOSALS

Professional Engineering Services to Prepare The ADA Public Right-of-Way Transition Plan Work Order Number 3439

DATE:

August 1, 2016

CITY

PO Box 326

1924 Council Street

Forest Grove, Oregon 97116



A place where families and businesses thrive

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B. PROFESSIONAL SERVICES AGREEMENT

CITY OF FOREST GROVE
REQUEST FOR PROPOSALS
To Prepare ADA Public Right-of-Way Transition Plan
Development
Statement of Proposals Due by 4:00 p.m., Thursday,
August 25, 2016

The City of Forest Grove (City), Oregon, is issuing a Requesting for Proposals (RFP) from qualified design firms (Proposer) with demonstrated experience in ADA Inventorying related to barriers to those with disabilities within the public right-of-way (PROW) and preparing ADA PROW Transition Plans to meet Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990. To be considered, interested parties must submit their Proposals in accordance with the requirements set forth in the Request for Proposals (RFP).

The RFP will be used to select the Proposer to provide professional services for the inventory of a selected portion of the City's PROW and preparing the ADA PROW Transition Plan. Responses to this RFP will be reviewed, scored, and ranked according to the criteria and process defined in this RFP. The Proposer selected for contract negotiations will be the firm selected as the most qualified through the evaluation process.

The Request for Proposals can be downloaded from the City website at <http://www.forestgrove-or.gov/city-hall/finance-department/finance-department.html>, or a printed copy can be obtained at the address listed below, or by contacting the Rich Blackmun, Project Manager at 503-992-3192, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. For questions or clarifications regarding this RFP, contact Rich Blackmun, at rblackmun@forestgrove-or.gov or 503-992-3192.

There will be no pre-proposal meeting for this RFP.

Proposals shall be submitted in sealed envelopes and received at the City of Forest Grove Engineering Department, no later than 4:00 p.m. PST, Thursday, August 25, 2016, addressed to the attention of Rich Blackmun, 1928 Council Street, Forest Grove, OR 97116. The outside of the envelope shall plainly identify the Project: "ADA PROW TRANSITION PLAN," along with the name and address of the Proposer. Faxed or electronic (e-mail) responses will not be accepted. Responses received after the designated closing date and time will not be opened or reviewed.

The City may reject any response not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all responses in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

DATED THIS 1ST DAY OF August, 2016.

Paul Downey, Director of Administrative Services

PUBLISH: Daily Journal of Commerce, Monday, August 1, 2016

SECTION 2 - INTRODUCTION AND GENERAL INFORMATION

2.1 INTRODUCTION

The City ("City") is an Oregon municipal corporation with a 2015 population of approximately 23,000. The City employs approximately 180 full and part-time staff, and is governed by a City Council comprised of six councillors and the Mayor. The Council acts as the Local Contract Review Board for the City.

The Americans with Disability Act of 1990 requires that cities with greater than 50 employees conduct a self-assessment of their public right-of-way (PROW) and develop an ADA PROW Transition Plan to address barriers to those with disabilities. Development of the ADA PROW Transition Plan is a multi-year process which will start with preparing the PROW Plan for the infrastructure within the PROW. This effort will then be followed by a City conducted self-evaluation of the City's Public Right-of-Way sidewalks and intersections. The City's self-evaluation will generate a list of barriers to accessible transportation that the City will schedule for mitigation.

The City is seeking proposals from qualified engineering firms, teams or Proposers, hereafter called Proposers, with demonstrated experience in ADA Self-Evaluations of the PROW and preparing ADA PROW Transition Plan to meet Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990. The ADA PROW Transition Plan should include at a minimum:

- List of prioritized PROW areas based on input from the community and City Staff;
- Identify the type of physical barriers which limit accessibility to individuals with disabilities within the PROW;
- Describe the type of engineering treatments which may be implemented to make the PROW facilities accessible;
- A schedule for the PROW self-assessment to be performed by City Staff;
- Summarize findings of the inventories performed by the Proposer;
- A schedule for implementing identified improvements of barriers identified in the inventory;
- and Identify the individual responsible for implementation of the plan (ADA Coordinator).

The detailed Scope of Work is located in Section 3.

2.2 ISSUING OFFICE AND SUBMITTAL LOCATION

The Director of the Administrative Services for the City will issue the RFP and will be the point of contact for the City for all questions, concerns, and protests concerning contract issues. The Director's contact information is 503-992-3220 or pdowney@forestgrove-or.gov. Each Proposer must provide five total bound copies of their proposal; one copy should be marked "ORIGINAL".

Rich Blackmun, Project Manager, will be the point of contact for project specific questions. His contact information is 503-992-3192 or rblackmun@forestgrove-or.gov.

The outside of the sealed envelope should state "ADA Transition Plan" and shall be addressed and submitted to the following location by Thursday, August 25, 2016, by 4:00 p.m.:

City of Forest Grove
Rich Blackmun, Project Manager
1928 Council Street
PO Box 326
Forest Grove, OR 97116

All proposals must arrive at the issuing office on or before the listed due date and time. Facsimile or electronically submitted proposals will not be accepted.

2.3 ANTICIPATED RFP SCHEDULE

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a firm/individual for this service. The schedule may be changed if it is in the City's best interest to do so.

<u>RFP Process</u>	<u>Date</u>
RFP Advertised and Sent to Interested Proposers	August 1, 2016
Deadline to Submit Changes/Solicitation Protests	August 15, 2016, 2:00 pm
Last Date for an Addenda	August 19, 2016
Proposal Due to City	August 25, 2016, 4:00 pm
Proposer Interviews (if necessary)	September 8, 2016
Notice of Intent to Award	September 9, 2016
Award Protest Period Ends	September 16, 2016
City Manager Approval	September 23, 2016
Commencement of Contract	October 13, 2016
Project Shall be completed by	June 30, 2017

2.4 CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City reserves the right to make changes to the RFP by written addendum, which shall be issued to all prospective Proposers known to the City to have received the Proposal document.

A prospective Proposer may request a change in the RFP by submitting a written request to the address set forth above. The request must specify the provision of the RFP in question, and contain an explanation for the requested change.

NOTE: All requests for changes or additional information must be submitted to the City no later than the date set in the RFP Schedule.

The City will evaluate any request submitted, but reserves the right to determine whether to accept the requested change. If, in the Director's opinion, additional information or interpretation is necessary, such information will be supplied in the form of an Addendum as stated above.

Any addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by City managers, employees, or agents to the prospective Proposers shall not bind the City.

- a) Addenda will be e-mailed or delivered to all Interested Proposers known by the City to have received the Proposal Document.
- b) No addenda will be issued later than the date set in the RFP Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarification, or revisions of proposals leading to obtaining best offers or best and final offers.
- c) Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the Proposal submittal.

2.5 CONFIDENTIALITY

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the Proposal the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion

of any said document submitted to the City as a result of this RFP. Proposer should not mark the entire proposal document "Confidential."

2.6 CANCELLATION

The City reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of award.

2.7 LATE SUBMITTALS

All Proposals that are not received by the deadline stated in the RFP schedule will be considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the stated deadline.

2.8 DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

2.9 PROPOSER'S REPRESENTATION

Proposers, by the act of submitting their Proposals, represent that:

- a) They have read and understand the Proposal Documents and their Proposal is made in accordance therewith;
- b) They have familiarized themselves with the local conditions under which the work will meet their satisfaction;
- c) Their Proposal is based upon the requirements described in the Proposal Documents without exception (unless exceptions are clearly stated in the response).

2.10 CONDITIONS OF SUBMITTAL

By the act of submitting a response to this Invitation, the Proposer certifies that:

- a) The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.
- b) The Proposer has examined all parts of the Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
- c) The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and that no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.

2.11 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

Proposers shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for same to the Director at the submittal address located in Section 2.2.

The City shall make interpretations, corrections, or changes of the Proposal Documents in writing by published Addenda. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

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

2.12 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City services, programs, or personnel, or any other information shall be submitted in writing directly to the Director at the address in the Invitation. All requests for additional information shall be submitted in writing. Answers shall be provided to all Proposers of record on the date that answers are available.

2.13 COMPETITION

Respondents are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP, which the respondent believes, will inordinately limit competition.

2.14 COMPLAINTS AND INEQUITIES

Any complaints or perceived inequities related to this RFP or award of work referenced herein shall be in writing and directed to the Director at the address listed in the RFP and shall be received no later than the date listed in the RFP Schedule. Such submittals will be reviewed upon receipt and will be answered in writing.

2.15 COST OF RFP AND ASSOCIATED RESPONSES

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal. The City is not liable for any cost incurred by a proposer in protesting the City's selection decision.

2.16 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, & REVISIONS

The City reserves the right to obtain clarification of any point in a 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 a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal or for information on any Proposer. The City need not to inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City, become part of the public records and may be disclosed accordingly.

The City reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

2.17 REJECTION OF PROPOSALS

The City reserves the right to reject any or all Proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- a) Failure of the Proposer to adhere to one or more of the provisions established in this RFP.
- b) Failure of the Proposer to submit a Proposal in the format specified herein.

- c) Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City may reject any Proposal not in compliance with any of the prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding of the City that it is in the public interest to do so.

2.18 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

A Proposal may not be modified, withdrawn, or canceled by the Proposer for 60 (sixty) calendar days following the time and date designated for the receipt of Proposals.

Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by notice to the City Director of Administrative Services, at the Proposal submittal location, prior to the time designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. All such communications shall be so worded as not to reveal the amount of the original Proposal or any other material contents of the original Proposal.

Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

2.19 PROPOSAL OWNERSHIP

All Proposals submitted become and remain the property of the City and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.

Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the City shall make available to any person requesting information through the City's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any Proposer to do so after the Notice of Intent to award has been released.

2.20 DURATION OF PROPOSAL

Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

2.21 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the City. Any estimated purchase volumes listed herein do not include other public agencies and the City makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

2.22 AFFIRMATIVE ACTION/NONDISCRIMINATION

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive Order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

2.23 PERFORMANCE AND PAYMENT BONDS

No performance and payment bonds are required.

SECTION 3 SCOPE OF WORK

The Americans with Disability Act of 1990 requires that cities with more than 50 employees conduct a self-evaluation of their public right-of-way (PROW) and develop an ADA PROW Transition Plan to address barriers to those with disabilities. Development of the PROW Plan is a multi-year process which shall start with the Proposer performing inventories of selected PROW areas and preparation of an ADA PROW Transition Plan for the infrastructure within the PROW. After the ADA PROW Transition Plan is completed, City staff will then conduct a self-evaluation of the sidewalks and intersections within the City's PROW. The City's self-evaluation will generate a list of barriers to accessible transportation that the City will use to schedule mitigation.

The following is the scope of work for this project:

Task 1 Project Management and Coordination

The Proposer shall act as a manager of the Proposer's team, including any Subconsultants. The Proposer shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and budget and ensure timely completion of the Project. Proposer shall give prior notice to City, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

The Proposer shall ensure full coordination with City staff and be responsive to any email and telephone discussions, in addition to the minimum meetings as listed under various tasks in the scope of work. The Proposer shall be in contact with the City frequently enough to ensure a timely City review of deliverables. The Proposer is expected to work with all stakeholders in a responsible manner.

The Proposer shall organize a kickoff meeting with City staff:

- i. Define project goals
- ii. Outline project and management approach
- iii. Identify roles and responsibilities
- iv. Confirm scope and schedule

Proposer shall prepare all project related agendas and meeting minutes. All agendas and the supporting information shall be distributed via emails to the City's Project Manager at least one (3) business day prior to any meetings, except draft reports for which shall be submitted at least three (5) business days ahead of the meetings. Meeting minutes shall be distributed to all attendees and any other identified parties within five (5) business days of the meeting date.

Submit a summary report of work completed by sub-tasks for the invoice period with each invoice. Indicate each individual's time spent on each sub-task for the invoice period. Alert the City if any issues or concerns may affect the progress and/or cost of the project.

Task 2 Mapping and Ranking Criteria

Proposer shall develop a list of typically important destinations for those citizens with disabilities based on their prior experience and on best practices. City staff will use this list to develop maps showing these locations using the City's GIS Enterprise System. The Proposer shall use the map to divide the City into different areas. This map will be utilized at the Kickoff Workshop to collect input from citizens on the need to access each of these areas.

Proposer shall develop draft ranking criteria to be used to determine accessibility ranking for the designated areas. The ranking criteria will be based on the Proposer past experience and best practices. The City will review and provide comments on the draft ranking criteria to the Proposer, which the Proposer will update. The ranking criteria will then be used to select the areas of the PROW which the Proposer will inventory and the order by which

City staff will conduct future PROW self-evaluations. City staff will review the criteria and provide comments to the Proposer.

The map and ranking criteria will be presented to the public at the Project Kickoff meeting. After the Project Kickoff Meeting, the Proposer shall review public input regarding the ranking criteria and submit updated ranking criteria to the City. City Staff will review and provide comments to the Proposer, which the Proposer will finalize. City staff shall incorporate the ranking criteria into the GIS Enterprise system.

Task 3 Community Input & Outreach

The Proposer will assist the City in developing an outreach program to inform the public of the ADA PROW Transition Plan Project. The objective of the outreach program is to provide an opportunity for interested persons, individuals with disabilities or organizations representing persons with disabilities, to participate in the development of the plan.

The Proposer shall:

- Develop Public Outreach questionnaires to assist the City in eliciting public input on where those with disabilities need to have accessibility.
- Compile responses from the Public Outreach.
- Assist the City with organizing a Project Kick-Off Workshop to inform the community of the project and receive initial input on the process.
- Assist the City with organizing a Plan Review Workshop to present the draft ADA PROW Transition Plan to the community and receive initial input on the proposal.
- Prepare materials for each workshop.
- The Proposer shall attend the workshop, maintain a record of the proceedings and comments and be prepared to answer questions within their area of expertise.

The City Shall:

- City shall distribute meeting notifications to including, but not necessarily limited to: press release, web page notices, and post meeting notices at public buildings frequented by those with disabilities
- The City shall mail out the questionnaires and collect the responses.
- The City shall provide an accessible meeting location and room layout, phone conference materials, and attendance by staff. City shall provide, if requested by the public, auxiliary aids and services, and/or translation.

Task 4 Inventory of Selected High Priority Areas

Task 4.1. Develop the Approach for the PROW Inventory.

The Proposer shall develop the draft policies, processes, and procedures to be used by the Proposer to conduct their inventories and by City staff to conduct future self-evaluations of the City's infrastructure related to accessibility within the PROW. These shall be submitted to the City for review and comment. After incorporating the City's comments, the Proposer shall use policies, processes, and procedures to conduct an inventory as described in Task 4.3.

The Proposer shall recommend changes to the policies, processes, and procedures to the City, utilized for their inventory based on the findings inventory described in Task 4.3. City will review the recommendations and provide comments. The Proposer shall then modify the policies, processes, and procedures based on the City's comments. City staff will utilize the revised policies, processes, and procedures for future self-evaluations of the City's PROW related to accessibility.

Task 4.2. Develop PROW Inventory Form.

Proposer shall meet with City staff to discuss the data to be included in the PROW Inventory Form. Proposer shall use this information to develop draft PROW Inventory. City shall review this form and provide comments. After the Proposer incorporates City's comments, City Staff shall incorporate the form into the City's GIS Enterprise

System. The Proposer shall utilize the form via the City's GIS Enterprise System and input the data directly into the GIS Enterprise System.

The Proposer shall recommend modifications of the PROW Inventory Form to the City, based on the outcome of their inventory. The City will review the recommendations and provide comments. The Proposer shall modify the Inventory Form based on the City's comments and City Staff will then incorporate the changes into the City's GIS Enterprise System. City staff will utilize this form when they are conducting future self-evaluations of the City's PROW.

Task 4.3. Review GPS Collectors

The Proposer shall prepare a Technical Memorandum which compares City's existing GPS data collectors to up to three (3) other GPS data to collect data within the PROW.

Task 4.4. Inventory of High Priority Locations

The Proposer shall conduct an ADA Inventory of the following using their own equipment:

- Two (2) locations, each a half mile in length which are high priority locations based on input from the Workshops, citizens with disabilities, and City staff.
- The eleven (11) signalized intersections along the City's couplet.
- One (1) randomly selected locations outside of the City's Couplet, approximately one half mile in length.

The resulting inventory shall be used to develop the projects to address the identified ADA compliance issues related to accessibility. The inventory shall use the appropriated ADA standards and the most current draft Public Right-of-Way Accessibility Guidelines document and other appropriate documents to determine what elements of the PROW do not meet the appropriate ADA standards.

Inventories shall utilize the City's GIS data form developed in Task 4.2. Data shall be collected electronically and stored in the City's GIS Enterprise System.

Task 4.5. Inventory Summary Technical Memorandum

Proposer shall prepare an Inventory Evaluation Technical Memorandum which summarizes the following:

- Areas inventoried,
- Findings of the Inventory, and
- Review of City's existing policies, processes, and procedures related to ADA Compliance within the PROW.

Task 5 ADA PROW Transition Plan

Task 5.1. Vision, Goals and Objectives of ADA PROW Transition PLAN

Proposer shall recommend overall vision, goals and objectives for the PROW within the City. City staff will review and provide comments to the Proposer. Proposer shall incorporate the City's comments and issue final vision, goal, and objectives to City staff.

Task 5.2. Review and Develop City Design Standards, Details and Specifications

Proposer shall:

- Review existing City standard curb ramp details and sidewalk details for ADA compliance and provide comments on what changes are required to bring them into compliance.
- Work with City staff to determine whether the City should maintain their own design standards, details, and specifications or utilize the Oregon Department of Transportation or some other Oregon agency standard details. If the decision is to utilize other agencies standards, make recommendation on how to incorporate these standards into the City's system

If the City elects to maintain our own standards, City staff will incorporate the necessary changes identified by the Proposer into the City's documents.

Task 5.3. Engineering Treatments and Planning Level Costs

The Proposer shall develop a list and associated planning level costs of engineering treatments typically required to meet ADA requirements related to curb ramps and sidewalks within the PROW. The list will be used to develop costs for improvements identified as the City completes their future self-evaluations of the PROW.

Task 5.4. CIP Project Development

Proposer shall prepare a Capital Improvements Program (CIP) planning level description of the improvements required to bring the ADA deficiencies identified as part of this project into compliance with the applicable ADA requirements. This effort shall include quantities of work to develop a CIP planning level cost estimate. The cost estimating shall be based on lumping common construction costs into common ADA improvements for planning level estimates. The schedule for ADA improvements shall be based on available funding sources.

Task 5.5. Project Schedule

Proposer shall prepare a planning level schedule for upgrades to each high priority location. City shall provide estimate of City funding available for making the required improvements identified as part of this project.

Task 5.6. Funding Sources

Proposer shall identify possible funding sources outside such as County, state, or federal opportunities. This effort shall identify the schedule of when the City would have to apply for outside funding. The Proposer shall identify the funding sources other municipalities are using to fund their ADA accessibility improvements.

Task 5.7. Grievance Procedure

Proposer shall develop a grievance procedure that the City shall implement related to PROW ADA complaints. The procedure shall be based on the ADA requirements, the Proposer's experience, best practices, and input from City staff. The grievance procedure shall be incorporated into the final ADA PROW Transition Plan.

Task 5.8. PROW Policy Requirements

Proposer shall identify additional policy requirements under the current ADA Guidelines and provide these to City staff for review.

Task 5.9. City Staff Training

The process is expected to be an educational experience for the City staff, to include summer interns. The Proposer shall train designated City staff in the following areas:

- Applicable government code, statutes and regulations;
- Performing field inventories, investigations and inspections;
- Preparation of ADA Compliance Assessment Reports;
- Monitoring and updating the ADA Self-Evaluation and Transition Plan.

Task 5.10. Designating an ADA PROW Coordinator

Proposer shall provide guidance to City staff on what they should consider when determining who will be the ADA PROW Coordinator. City staff will use this guidance to select the ADA PROW Coordinator, which shall be included in the Transition Plan.

Task 5.11. ADA PROW Transition Plan

Proposer shall prepare report summarizing the preparation of the ADA PROW Transition Plan which meets the current ADA requirements for the PROW. This will include a description of the subtasks and the outcome of each, and all elements of Task 5. A project table will summarize the high priority projects including the name, priority, cost, and estimated date of completion. The City will distribute the draft ADA PROW Transition Plan and notification of its availability for review via press release, web page notices, and post notice at public buildings frequented by those with disabilities.

Deliverables:

- An ADA PROW Transition Plan summary report with a map of high priority projects, and project table and summary of process.

Task 5.12. ADA Transition Plan Report – Revisions to Public Review Comments

CITY will circulate plan for public review period including public notice, web link to the plan, and distribution to facilities that provide services to the disabled. PROPOSER will prepare responses to comments on the report and revise the report if necessary.

Deliverables:

1. Summary of comments received and a response to each comment.
2. Revision to report as necessary based on comments.
3. Final report.

Task 6.1. Litigation Trends

Proposer shall prepare and submit a memorandum which generally describes current ADA litigation trends.

SECTION 4 – PROPOSAL AND PROPOSER REQUIREMENTS

4.1 SUBMITTAL OF PROPOSALS

In order to be considered for this project, each Proposer must provide five total copies of their proposal; one copy marked "ORIGINAL". All proposals must arrive at the issuing office on or before the listed due date and time. A corporate officer who has been authorized to make such a commitment must sign the proposals. Proposals shall be sealed in an envelope, with the words "ADA PROW TRANSITION PLAN" clearly written on it. The document shall be addressed and delivered to the issuing office identified in Section 2.2.

4.2 PROPOSER REQUIREMENTS

Mandatory Requirements (Pass/Fail). These requirements will not be scored. Failure to meet any of these qualifications will render your proposal non-responsive.

- 1) Introductory Letter. This letter shall specifically stipulate that the Proposer accepts all terms and conditions contained in the RFP and supporting documents. The letter shall name the person(s) authorized to represent the Proposer in any negotiations and the name of the person(s) authorized to sign any contract that may result.
- 2) Proof of Licensure. Proposer shall submit proof that they and any sub-consultants have current, active license to practice architecture in the State of Oregon. Proposer and any sub-consultants shall obtain a City business license if selected.

The following minimum criteria will apply:

- A. Proposer shall include sufficient evidence as to the Proposer's Proposals to perform the work. This information shall disclose and include all pertinent facts as may be appropriate and shall include a description of past performance on projects of similar type, scope and size.
- B. Proposers shall have a minimum of preparing two (2) ADA PROW Transition Plans, to include inventories of the City's PROW, for Cities in California, Oregon, or Washington.
- C. Shall demonstrate, to the satisfaction of the Selection Review Committee, the ability to provide the services required within the Scope of Work, within the timeline indicated, to the City and shall demonstrate a proven history of providing such services.
- D. Shall not have a record of substandard workmanship. The City will verify this requirement by communication with the licensing authority, the Proposer's clients and references, and as many other references as may be deemed appropriate.

4.3 PROPOSER REPRESENTATIONS

The Proposer further agrees to the following:

- A. To examine all specifications and conditions thoroughly.
- B. To provide for appropriate insurance, deposits, and performance bonds if required.
- C. To comply fully with the scope of services as attached for the agreed contract.
- D. That any and all registration and certification requirements required for Contractors are met as set forth in the Oregon Revised Statutes.

4.4 PROPOSER REPRESENTATIVE

The selected Proposer shall assign a competent representative acceptable to the City who will represent the Proposer in providing contracted services to the City. If the representative is removed by the Proposer, the new representative must be acceptable to the City.

4.5 PROPOSAL FORMAT AND REQUIREMENTS – MANDATORY

Each Proposer shall provide the following:

4.5.1 Format Proposal shall be submitted with the following formatting limitations:

- A. Proposals must be submitted on letter-sized (8.5" X 11") paper. Margins must be at least ½" on all sides. Font size can be no smaller than 11.
- B. The maximum total number of pages in the proposal must not exceed twenty (20) single-sided pages or ten (10) double-sided pages. 11x17 inch paper will count as 2 pages if printed single-sided or 4 pages if printed double-sided. Resumes, if provided shall be limited to either two (2) single-sided pages, or one (1) double-sided page. Resumes will not count against total page limitation.
- C. Proposers must include a maximum two page Introductory Letter, which does not count against the total page limitation.
- D. Proposer shall include a cover page with the submitted proposal. The cover page does not count in the total pages. The following information shall be on the cover page:
 - a. The RFP Title;
 - b. The name, title, address, telephone number, fax number, e-mail address of Proposer's primary contact person; and
 - c. The date of submission.

In addition to the above information, but not in lieu thereof, Proposers may include other information on the cover page.

- E. Proposers must submit Proof of Licensure, which does not count against the total page limitation.

4.5.2 Introductory Letter

Include the name of the proposing Firm or Individual and its principal business address and phone number. The letter should address the Proposer's willingness and commitment, if selected, to provide the services as outlined in the Scope of Work and a description of why the Proposer believes it should be selected. The letter should be addressed to Rich Blackmun, Project Manager, and should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal. Please provide all contact telephone, fax numbers, e-mail addresses, and addresses of your office(s).

4.5.3 Proposer Content

At a minimum, the Proposer shall include the information in this section:

- A. **Firms Experience.** Proposer shall include a description of the firm's capabilities and experience. The City will not consider promotional literature of a general nature. Proposer shall include resources available to perform work and percentage of time available to work on this project. Include record of past performance, including information on price and cost data from previous projects, quality of work, ability to meet schedules, cost control and perform contract

administration. Describe how the Proposer is legally qualified in the State of Oregon to perform the work requested

- B. **Project Team Experience.** Proposals shall demonstrate the qualifications and experience of the personnel who will work directly with the City. The focus should focus on recent and local project experience within the last 10 (years) years that is relevant to the scope of work outlined in this RFP. Provide a minimum of two (2) similar projects completed in the last 10 years. Each referenced project shall list the key project team members that worked on the project, project costs, and client references. The client references shall include reference name, title, telephone number and email address.
- a. Identify Principal, Project Manager, and other key staff, and extent of their involvement should your firm be selected to respond to the RFP. Identify staff from key sub-consultants mentioned above. Describe individual roles, responsibilities, credentials, and related experience that will allow the City to evaluate the qualifications of the individuals proposed for the project. Include each individual's percentage of overall time that can be dedicated to the project. Upon completion of the contract, key personnel assigned to the project cannot be changed without written approval of the City

If subcontractors are part of the Proposers team, then included name and information about the qualifications and experience of any subcontractor(s).

- C. **Project Understanding.** The proposer shall include a detailed statement to demonstrate its understanding of the project.
- D. **Project Approach and Schedule.** The proposer shall include a detailed statement of its approach to the project and schedule. Section 3 of this RFP provides a detailed Scope of Work for this project. The proposers shall include the City's Scope of Work in this section, along with an explanation of any modifications of the scope of work presented in this RFP. Describe how proposer would use City personnel, if at all, to assist during the project and indicate the approximate time requirement. Provide the projected workload of the project manager, key personnel and subcontractors and demonstrate their availability to timely provide the services requested in this RFP. Provide description of the Proposers approach to the overall management and integration of all activities required by the scope of work, including quality assurance, responsibility, and cost control. Provide any additional information about proposer's project approach that would be beneficial to the selection committee.
- E. **Level of Effort and Estimated Fee.** Proposer shall include a level of effort and fee estimate to complete this work. The level of effort table shall include the hours by staff classification multiplied by the actual hourly billing rate for each Task and subtask. Cost and personnel shall be clearly tied to the project specific Tasks and Subtasks.
- F. **Additional Information.** Provide any other information that the proposer feels applicable to the evaluation of the proposal or of their qualification for accomplishing the project. Use this section to address those aspects of your services that distinguish your firm from other firms. Proposers are encouraged to improve upon the tasks, work items, or other elements described in this RFP. Additional information shall be considered when evaluating the proposer's Project Approach and Schedule. If there is no additional information to present, state, "There is no additional information we wish to present."

- G. A statement to confirm Proposer's ability to comply with our minimum requirements. Also list any exceptions.
- H. Furnish a disclosure statement of involvement in any civil or criminal litigation or investigation regarding your business practices during the past five years.

4.5.5 Sample Professional Services Agreement (Attachment A)

Review sample agreement and list any concerns with the sample agreement. If you desire another contract form such as a standard American Institute of Architects contract, please provide a copy of that contract.

4.5.6 Addenda

All Addenda of this RFP shall be submitted as part of the Proposal. Receipt of each Addendum shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued by the City.

SECTION 5 – PROPOSAL SELECTION AND EVALUATION

5.1 GENERAL INFORMATION

Each proposal will be judged on its completeness and quality of its content. The City reserves the right to reject any or all proposals and is not liable for any costs the Proposer incurs while preparing or presenting the proposal. All proposals will become part of the public file, without obligation to the City. Upon the completion of the evaluation process, the City intends to negotiate a contract with the Proposer whose proposal is deemed to be most advantageous to the City.

5.2 SELECTION REVIEW COMMITTEE

The Selection Review Committee may be comprised of up to four members of the City Staff. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award. The City may also seek independent expert advice with no apparent or perceived conflicts of interest to help review proposals. However, any such person that is contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed, or otherwise brought to an end, have communications with any Proposers regarding their proposals or the process.

Scoring will be completed covering all areas listed below in the Evaluation Criteria. All scores for each Proposer shall be added together to arrive at an evaluation score for each Proposer. Proposals will then be ranked in descending order by the total Proposal score.

At the City's option, interviews may be conducted with all or a select few of the Proposers after the Proposals are evaluated. The interview scores will be added to the criteria evaluation scores, and the list re-ordered. City will enter into contract negotiations with the highest ranked Proposer. If a contract with the highest ranked Proposer cannot be reached, the City will commence negotiations with the second highest ranked Proposer.

City reserves the right to negotiate with any of these Proposers or may elect to negotiate a contract using best and final offers.

5.3 INTERVIEWS

Proposers selected for final evaluation (if necessary) may be required to make an oral presentation of their proposal to the City. Such presentation shall provide an opportunity for Proposers to clarify their proposal to ensure thorough mutual understanding. The Selection Review Committee may interview the Proposers and ask additional questions related to the proposal and the scope of work. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule. Interviews will take place at a location to be determined, in Forest Grove. Firms invited to the interview will be responsible for making and paying for their own travel arrangements.

5.4 SCORING AND EVALUATION CRITERIA

The criteria listed below will be used to evaluate the Proposers to determine the finalists and apparent successful Vendor. **Total possible evaluation points prior to interviews will be 400. If interviews are conducted, an additional 100 points will be added to determine final scores.**

- 5.4.1. Firms Experience: 10 points
- 5.4.2. Project Team Experience: 20 points
- 5.4.3. Project Understanding: 20 points
- 5.4.4. Project Approach and Schedule: 20 points
- 5.4.5. Level of Effort and Estimated Fee: 30 points
- 5.4.6 **Interviews, if held (additional 50 points)**
- 5.4.7 **Reference Check (no points)**

The City reserves the right to contact references as part of the decision making process and prior to making a final selection.

5.5 RANKING OF PROPOSALS

- a) Proposals may be ranked by the Selection Review Committee based on evaluation of responses and interviews (if any), with the first-ranked Proposer being that Proposer which is deemed to be the most appropriate and fully able to perform the services, and the second ranked Proposer being the next most appropriate, all in the sole judgment of the Selection Review Committee.

- b) Proposer's scores will be totaled and ranked. Any Proposer's response to this RFP shall be considered de facto permission to the City to disclose the results, when completed, to selected viewers at the sole discretion of the City

SECTION 6 – CONTRACT REQUIREMENTS

6.1 CONTRACT AWARD

The award of a contract is accomplished by executing a written agreement that incorporates the entire RFP, Proposer's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Proposer agrees to accept the contract terms of the attached Personal Services Agreement unless Proposer either proposes modifications to the attached agreement or submits another contract form the Proposer wishes to propose. Modifications to the attached Professional Services Agreement must be submitted by the Proposer during the solicitation protest period. The issuing office is the sole point of contact for the issuance of the contract.

6.2 REQUIREMENTS

The firm must be covered by Workers' Compensation Insurance, which will extend to and include work in Oregon. In addition, the firm must also submit documents addressing general liability insurance, automobile and collision insurance, professional liability insurance, and indication that there is no conflict of interest on the part of the Contractor's submission of a proposal for the services being solicited under this RFP.

6.3 CONTRACT ADMINISTRATOR

Paul Downey, shall be the Contract Administrator for the **Professional Engineering Services to Prepare the ADA Public Right-of-Way Transition Plan** requested through this RFP process.

Certifications --Non-Collusion

The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City. The fees and prices submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Conflict Of Interest

The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Professional Services Contract, and associated inclusions and references, specifications, Proposal Form, Proposer response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer submittals.

Reciprocal Preference Law - Residency

Resident Proposer () Non-Resident Proposer ()

Signature Block

The Proposer hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Proposer Name

Telephone Number

Proposer Mailing Address, City, State, Zip

Proposer Facsimile Number

Proposer E-mail Address

Signature

Date

ATTACHMENT A
SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This Agreement made on the _____ day of _____, 20____, between:

THE CITY OF FOREST GROVE
1924 Council Street
P.O. Box 326
Forest Grove, Oregon 97116
("City")

and

[Consultant]
[Address]
[Telephone]
[Fax]
("Consultant")

Consultant agrees to provide professional services (a.k.a. "personal" services) to the City pursuant to this Agreement. Such services are authorized by and subject to the terms and conditions of this Agreement.

The "Project":

[Describe Project]

[Include nature of project and budget/time parameters.]

Consultant has reviewed the City's description of the Project and has conducted initial inquiries with the City and local regulatory agencies regarding the Project. Consultant represents that Consultant is competent and willing to undertake professional services in connection with the Project and is capable of performing such professional services within the time allotted herein.

1. Consultant's Responsibilities

1.1. Consultant will provide professional services for the City during all phases of the Project to which this Agreement applies, serve as the City's representative for the Project as set forth below and give professional consultation to the City during the performance of services hereunder.

1.2. Consultant will provide all professional services customarily furnished and reasonably necessary within the Scope of Services set out at Exhibit A, attached. Time is of the essence of this Agreement. The City and Consultant will develop a Project Schedule consistent with requirements of the Scope of Services and Consultant will complete each phase of the services in accord with that Schedule. Subconsultants, if any, may only be used with the City's prior written consent. Consultant will contract directly with and will pay such subconsultants. City has no obligation to pay any subconsultants.

1.3. Consultant will pay all royalties and license fees which may be due by reason of materials or methods employed by Consultant or its subconsultants or by reason of the necessary inclusion of protected materials or methods in the Project as designed except to the extent such materials or methods are included with the informed consent or at the direction of the City. Consultant will defend all suits or claims for infringement of patent, trademark, or copyright for which Consultant is responsible pursuant to this paragraph, which may be brought against the City, and Consultant will be liable to the City for all losses arising therefrom, including costs, expenses, and attorney fees.

1.4. Consultant will not be relieved of responsibility for errors or omissions or other defects in plans and specifications or any other documents prepared by Consultant for the City's review and approval.

1.5. Consultant will keep any real property involved in the Project free from all liens by reason of its services and will defend, indemnify and hold harmless the City from the operation and effect of any such lien or encumbrance that may be claimed by any person by reason of Consultant's services. If Consultant fails to remove any lien or adjust any other claim relating to Consultant's services, by bonding or otherwise, the City may, without recourse by Consultant, pay the lien or claim and charge such payments, with costs incurred, to Consultant.

1.6. All services provided by Consultant will be performed in a prompt manner in accordance with the professional standards of care and diligence applicable to such services performed by recognized firms in the locale and on the type of project contemplated at the time Consultant's services are performed. Consultant will be responsible for all services provided regardless of whether the services are provided directly by Consultant or by subconsultants engaged by Consultant. Consultant will make all decisions called for promptly and without unreasonable delay.

1.7. Consultant will perform only the services authorized. Additional services will be compensated only as authorized in writing by the City. To the extent services are made necessary by any fault or error of Consultant in the performance of Consultant's duties,

responsibilities, or obligations, the services will not be compensated.

1.8. Consultant will maintain all documents, books, papers, recordings and all other records, including any in digital format, arising out of or related to this Agreement for a period of five (5) years after completion or abandonment of the Project. Such records will be made available, in full, to the City upon reasonable notice.

1.9. If applicable, Consultant will designate a representative fully knowledgeable about the Project with the authority to carry out Consultant's duties under this Agreement.

1.10. Consultant will furnish to City its IRS-designated employer identification number or its social security number if it does not have an employer identification number.

1.11. Consultant will not provide any comments, information, press releases or opinions to representatives of newspapers, magazines, television and radio stations, weblogs or any other news medium without the City's prior written consent.

1.12. Consultant will give prompt written notice to City if Consultant becomes aware of, or forms a belief regarding, actual or potential problems, faults or defects in the Project, any nonconformity with the Agreement, or with any federal, state or local law, regulation or ordinance, or has any objection to any decision or order made by City with respect to Consultant's duties under this Agreement. Any delay or failure on the City's part to provide a written response to Consultant will not be deemed an endorsement of Consultant's notice and will not constitute a waiver of any of City's rights.

1.13. Any employee of Consultant will be paid at least time and a half for all time worked in excess of 40 hours in any one week, other than a person excluded from overtime pursuant to ORS Chapter 653 or United States Code Title 29.

1.14. Consultant will promptly pay, as due, all persons supplying labor or material for the performance of its work under this Agreement.

1.15. Consultant will pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of its work under this Agreement.

1.16. Consultant will pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

1.17. Consultant will promptly pay, as due, all persons or entities furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to Consultant's employees, those sums that Consultant agrees to pay for those services and all moneys and sums that Consultant collected or deducted from its employees' wages under any law, contract or agreement for the purpose of providing or paying for the services.

1.18. Consultant is an employer subject to Oregon's workers compensation laws and will comply with ORS 656.017, or Consultant will promptly demonstrate to the City's satisfaction that it is exempt from such law in accordance with ORS 656.126.

2. The City's Responsibilities

2.1. The City will designate a representative fully knowledgeable about the project and with the authority to review and approve all project work.

2.2. The City will furnish Consultant with information regarding requirements for the project, including programs setting forth the City's objectives, schedules, constraints and criteria.

2.3. The City will render its own decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services.

2.4. The City will furnish Consultant with all information in its possession regarding the project.

3. Drawings and Specifications

3.1. Construction or Project drawings and specifications, if any, or other construction documents submitted by Consultant to the City, or to any trade contractors or others for bidding or negotiation, will be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically otherwise stated in detail in writing by Consultant at the time of such submission. By submitting such documents for construction or bidding purposes, Consultant represents that Consultant has informed the City of any tests, studies, analyses or reports which are necessary or advisable to be performed by or for the City at that time.

3.2. Consultant will assign all original designs, drawings, specifications and other construction documents, if any, to the City upon completion or termination of services under this Agreement.

3.3. All copies of drawings, specifications, or other Construction Documents, if any, provided to the City will become the property of the City who may use them without Consultant's permission for any proper purpose relating to the project, including, but not limited to, additions to or completion of the project.

3.4. If applicable, Consultant will provide one set of reproducible record drawings, which are the revised construction drawings, which reflect the construction as completed. The revisions will be based on observations of Consultant made to verify actual construction.

4. Payments to the Consultant

4.1. For the period of this Agreement, Consultant agrees to provide services at the rates set forth at Exhibit B, attached, subject to the terms of this Agreement. Consultant's labor rates include, but are not limited to labor costs; taxes including FICA, state, local, social security/old age, unemployment insurance, worker's compensation insurance, and state disability insurance (if required); benefits including holiday, vacation, sick and personal absence pay, pension, medical, dental, wellness programs, company provided vehicles, and company provided tools; overhead including corporate insurance, office space and expense, computer equipment, software, plotters and printers, non-project specific support services, non-billable time, and corporate management

and expenses; and profit.

4.2. For reimbursable expenses authorized under this Agreement, the City will reimburse Consultant at the rate specified. For unscheduled reimbursement items, Consultant will be reimbursed at Consultant's direct cost without markup.

4.3. Consultant will not be compensated for the cost of services provided in excess of any guaranteed maximum price or fixed price amount that has been established for such services unless authorized by written scope change.

4.4. Consultant will provide the City with monthly statements of authorized services rendered and authorized reimbursable expenses incurred in the preceding month. Consultant expressly waives any right to payment for services rendered if such services are not billed within sixty (60) days following their rendition.

4.5. Consultant's invoices will include a summary of services provided; a summary of reimbursable expenses; and a summary of authorized additional services, all in accordance with the compensation provisions of this Agreement, as well as an estimate of the percent of services completed as of the invoice date.

4.6. Invoices for reimbursable expenses will be accompanied by supporting documentation.

4.7. Invoices for authorized additional services will outline and identify the services performed and by whom, the number of hours each person worked, and the applicable pay rates.

4.8. Payments will be made monthly for services performed and invoiced.

4.9. Consultant's billing records, which include timesheets, rate schedules, and invoices necessary to support invoices for time and materials, additional services, and expenses will be maintained current by Consultant according to generally recognized accounting principles and will be maintained for a period of two (2) years following completion or abandonment of the project. Such records will be available to the City for inspection, copying and/or audit during normal business hours.

5. Termination

5.1. The City may terminate this Agreement for convenience and without cause by giving written notice of such termination to Consultant. Upon receipt of such notice, Consultant will immediately cease further performance except that Consultant may perform such services and incur such reimbursable expenses as are reasonably necessary to preserve work that has been completed or is in progress and to achieve an orderly termination. Upon such termination, the City will pay Consultant, pursuant to the payment provisions of this Agreement for all authorized services or reimbursable expenses up to the date established in the notice of termination. Authorized reimbursements will include those costs necessarily and reasonably incurred by Consultant for organizing and carrying out the termination. The City will not be obligated to reimburse Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments.

5.2. Within a reasonable time after termination of this Agreement or of any Exhibit A work, Consultant will deliver to the City all materials and equipment and documentation, including raw or tabulated data and work in progress upon payment pursuant to paragraph 5.1 above.

5.3. Termination of this agreement by the City will not constitute a waiver or termination of any rights, claims, or causes of action the City may have against Consultant under this Agreement.

5.4. Upon a determination by a court or an arbitrator that any termination by the City of Consultant or its successor in interest was wrongful, such termination will be deemed converted to a termination for convenience as set forth above and Consultant's remedy will be so limited.

6. Insurance

6.1. Consultant will maintain throughout the period of this Agreement, as extended from time to time, and for a period of two (2) years after completion of the Project, the following minimum levels of insurance:

- (a) Workers' compensation coverage as required by law.
- (b) Employer's liability with limits of not less than \$2 million per occurrence.
- (c) Comprehensive general liability for damages as a result of death or bodily injury to any persons or destruction or damage to any property with limits of not less than \$2 million per occurrence.
- (d) Comprehensive automobile liability insurance for at least \$2 million per occurrence.
- (e) Errors and omissions insurance with limits of not less than \$2 million.

Consultant will require that any subconsultants engaged or employed by Consultant carry and maintain similar insurance as listed above with the same limits and coverage requirements.

6.2. Consultant's insurance will be primary and any insurance carried by the City will be excess and noncontributing. The general liability coverage will name the City as additional insureds and will contain a severability of interest clause. Workers' compensation coverage will contain a waiver of subrogation in favor of the City. All required coverage will be with companies rated A-/V or better by A.M. Bests Rating Service and will provide the City with thirty (30) days notice of material change, expiration, or cancellation.

6.3. Prior to commencement of any services under this Agreement, Consultant will furnish the City with evidence of insurance coverage and provisions as described under 6.1. In the event Consultant fails to maintain insurance as required, the City will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Consultant.

7. Force Majeure Delay

Neither party will be responsible to the other for its failure to perform on time when such failure is due to causes beyond the party's reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Consultant's services are delayed by such contingencies, Consultant will immediately notify the City in writing and the City may either (1) extend time of performance, or (2) terminate the uncompleted portion of Consultant's services at no cost to the City.

8. Independent Contractor

Consultant is an independent contractor and is entitled to no compensation other than the compensation expressly provided by this Agreement. Nothing in this Agreement will be construed as forming a partnership, agency or joint venture between the parties. As an independent contractor, Consultant is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgement does not affect Consultant's independent ability (or the ability of its insurer) to assert the monetary limitations, immunities or other limitations affecting a claim made under the Oregon Tort Claims Act.

9. Notices

Any notice required under this Agreement will be deemed properly given if directed by prepaid mail, certified return receipt requested, or delivered in hand to the parties at the address as specified on the face page of this Agreement.

10. Indemnity

Consultant is responsible for any and all liability arising out of or related to the performance of work pursuant to this Agreement. Consultant will indemnify, defend (with counsel acceptable to City) and hold City harmless from and against any and all liability, losses, costs, settlements and expenses in connection with any action, suit or claim resulting or allegedly resulting from Consultant's acts, omissions, activities or services in the course of performing under this Agreement.

11. Mediation/Litigation

If any dispute arises between the parties to this Agreement, the dispute will be submitted to mediation prior to any litigation. No claim or dispute arising under this Agreement may proceed to litigation if the parties have not first mediated that claim or dispute. Mediation will be conducted in Forest Grove, Oregon. The parties will attempt to select a mediator within 30 days of a party's request for mediation. If the parties fail to agree on a mediator, a mediator will be appointed by the presiding judge of the Washington County Circuit Court upon a party's request. The mediator's fees and expenses will be shared equally by the parties. Each party will bear its own attorney fees.

Any litigation arising out of or related to this Agreement will be tried to the court without a jury. Each party will bear its own fees, costs and expenses related to any litigation, including attorney fees.

12. Governing Law

This Agreement and all services performed hereunder will be interpreted under the laws of the State of Oregon without respect to conflict of laws principles. The exclusive venue for any lawsuit or action will be in Washington County, Oregon.

13. Assignment

Consultant cannot assign any rights nor delegate any responsibilities it has under this Agreement without the City's prior written approval.

14. Severability

If any term, condition or provision of this Agreement or the application thereof to any circumstance is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement will not be affected but will instead remain valid and fully enforceable.

15. Article Headings

All article headings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

16. Waiver

No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

17. No Third-Party Beneficiaries

This Agreement confers no rights or benefits on any third party.

18. Entire Agreement

_____ This Agreement signed by both parties and so initialed by both parties in the
CITY margin opposite this paragraph constitutes a final written expression of all the terms of
this Agreement and is a complete and exclusive statement of those terms. Any and all
representations, promises, warranties, or statements by the City or the City’s agents that
differ in any way from the terms of this written Agreement will be given no force and
effect. This Contract will be changed, amended, or modified only by written instrument
signed by both the City and Consultant. This Agreement will not be modified or altered
by any course of performance by either party.

CITY OF FOREST GROVE

CONSULTANT
[CONSULTANT NAME]

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT A

[Scope of Work]

EXHIBIT B
[Cost Schedule]

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EXHIBIT B – Cost Schedule