



A place where families and businesses thrive.

REQUEST FOR PROPOSALS

OAK STREET AREA LAND USE REFINEMENT PLAN



ISSUED DATE: January 8, 2020
DUE DATE: February 13, 2020

City of Forest Grove
PO Box 326
1924 Council Street
(503) 992-3220

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**CITY OR FOREST GROVE
REQUEST FOR PROPOSALS (RFP)
OAK STREET AREA LAND USE REFINEMENT PLAN**

Proposals Due by 4:00 p.m., February 13, 2020

Notice is hereby given that the City of Forest Grove (“City”) is requesting proposals from qualified individuals or firms interested in preparing a land use refinement plan for the City’s Oak Street area. The Oak Street area is approximately 90-acres and is located in north-central Forest Grove south of Oregon Highway 47. The area is largely vacant and is currently zoned General Industrial on the City’s Official Zoning Map. Preparation of a refinement plan for the Oak Street area is a City Council goal for Fiscal Year 2019-2020. The objectives for the project include:

- Address City Council objective for Fiscal Year 2019-2020 to develop an area concept plan for the Oak Street Area.
- Prepare and recommend feasible land use concept and development guidelines and standards to implement the land use concept that positions the Oak Street area for future development taking into account prior plans and studies prepared for the site, site advantages, property owner interest and economic opportunities.
- Answer the question of whether some or all of the land in the Oak Street area should be banked for long-term employment needs.
- Identify infrastructure needed to support the recommended land use concept, planning level cost estimates and recommended funding approach.

The City seeks to enter into a professional services agreement with a qualified individual or firm who can demonstrate competency and experience preparing land use refinement plans generally consistent with the requirements of ORS 197.200 (Refinement Plan). The City expects the refinement plan will result in recommendations for amendments to the Forest Grove Comprehensive Plan map and zoning map, Transportation System Plan, and Capital Improvement Program.

RFP documents are available by contacting Paul Downey, Director of Administrative Services, City of Forest Grove, at 503-992-3220, or e-mail: pdowney@forestgrove-or.gov. Copies may also be obtained at City Hall, 1924 Council St, Forest Grove, OR 97116, Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m. There is no charge for the RFP documents. The Request for Proposals can also be downloaded from the City of Forest Grove website at <http://www.forestgrove-or.gov/rfps>.

There will be a non-mandatory pre-proposal meeting held on Thursday, January 16, 2020, at 10:00 a.m. at the City of Forest Grove Community Auditorium located at 1915 Main Street, Forest Grove, Oregon. The purpose of the meeting is to share information about the project and answer questions about the project.

Sealed proposals must be received by 4:00 p.m. PDT, February 13, 2020, by the Administrative Services Director at the City of Forest Grove, 1924 Council St, PO BOX 326, Forest Grove, OR 97116. Facsimile proposals will not be accepted. Proposals received after the designated time and date will be returned unopened.

The City may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the City.

DATED THIS 8th DAY OF January 2020.
Paul Downey, Administrative Services Director

SECTION 2 – INTRODUCTION AND BACKGROUND

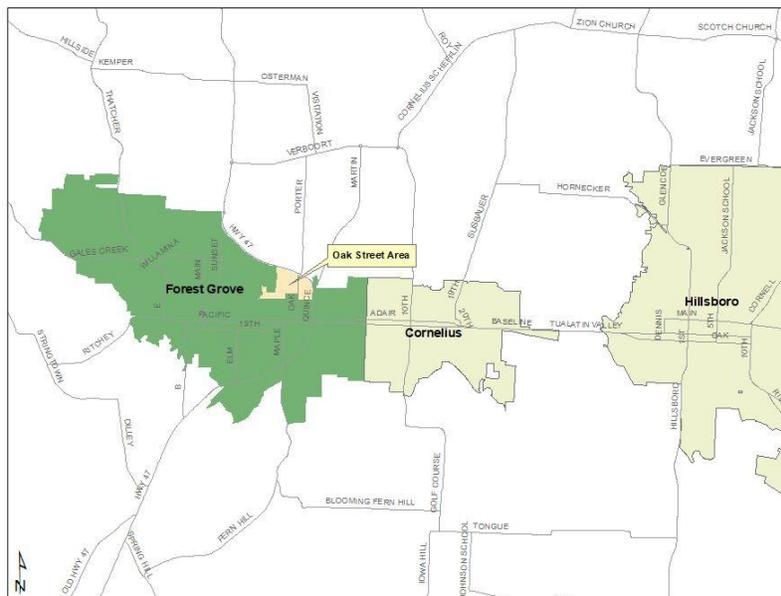
2.1 BACKGROUND

Forest Grove, incorporated in 1872, is a diverse, full-service community located in western Washington County. The city has an estimated 2019 population of approximately 25,180 persons. Since 2000 Forest Grove has grown by about 36.2% largely mirroring growth in Washington County. Much of the newer housing product built in the city has been single family homes with several attached townhouse infill projects. In 2018, three projects accounting for about 300 market-rate residential apartments were completed. Home prices and rents have outpaced growth in household incomes. Forest Grove is identified by the Oregon Department of Land Conservation and Development as a severely rent burdened community.

Employment in Forest Grove has rebounded and increased since the 2007 - 2009 economic recession. Approximately 9,300 persons work in Forest Grove across a range of industries. Major employment sectors include education services, manufacturing, healthcare and leisure and hospitality. The City's Economic Opportunities Analysis (2018) identifies value-added food products, tourism and winery development, education services, retirement services, and high-tech manufacturing as potential target industries. The Economic Opportunities Analysis indicates that the current buildable land inventory for employment in Forest Grove is sufficient to meet short-term needs but not long-term needs. The Economic Opportunities Analysis shows the classification of employment land (mostly industrial) is poorly matched to future employment needs. It is expected the demand for mixed-use and/or commercial lands will exceed the supply of land designated for these categories during the 20-year planning period. The Analysis indicates there may be a significant oversupply of designated industrial land and some of this land could be repositioned for other employment uses.

2.2 SITE CONTEXT

The Oak Street Area is located in east Forest Grove, south of Oregon Highway 47 and approximately ½ mile east of downtown Forest Grove. The area is approximately 90 gross acres. Oak Street bisects the area and provides access to Highway 47 to the north and Pacific Avenue to the south.



The Area is generally flat and is being farmed. The Area has been designated for industrial uses since at least 1987 and is currently zoned General Industrial (GI) on the City's official zoning map. The GI zone is the City's most intensive industrial designation allowing uses such as food processing, manufacturing, industrial services, call centers, warehouse and freight movement as examples.



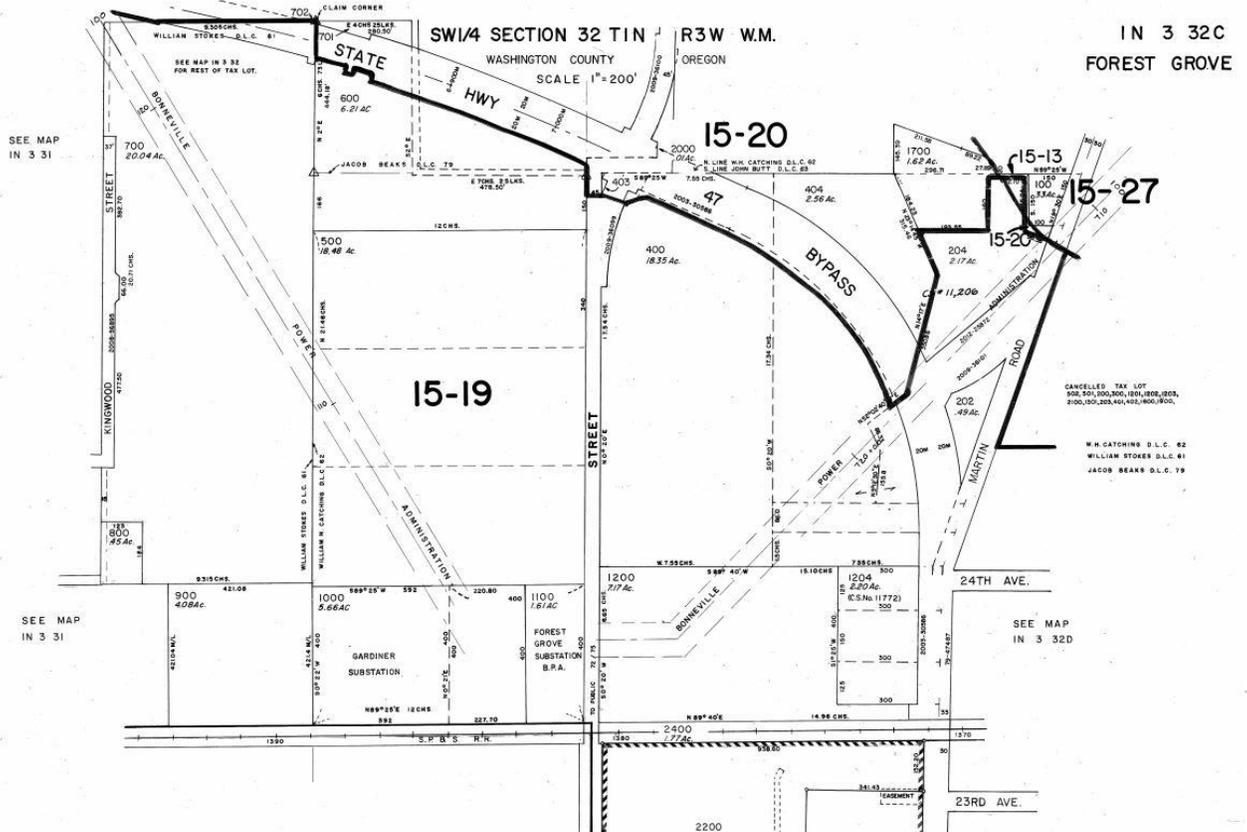
The Portland Regional urban growth boundary runs along Oregon Highway 47 and is the northern border of the Oak Street area. The area north of the urban growth boundary is designated rural reserve.

The Oak Street area is adjacent to an existing higher density residential neighborhood to the west (Casey Meadows and Hawthorne Meadows). Casey Meadows includes detached and attached single family units. The Juniper Gardens apartment complex owned by Bienestar CDC provides housing for workers in the agricultural sector. A 20-unit townhouse project is proposed adjacent to the Oak Street at the southern terminus of Kingwood Street. The zoning of the townhouse parcel was recently changed from General Industrial to Residential Multifamily High (RMH) density. The RMH zone has a target density of 20 units per net acre.

A railroad corridor is located present along the southern edge of the Oak Street area. Rail service has ceased; however, the corridor has not been abandoned by the railroad operator. The rail corridor right-of-way is owned by the Oregon Department of Transportation and has been identified as the preferred alignment for the Council Creek Regional Trail. The City considered the railroad corridor as a possible alignment for future high capacity transit link to Cornelius and Hillsboro.

The area south of the railroad corridor is a long established neighborhood platted during the 1950s to 1970s. This area includes a mixture of single family homes and several apartment buildings. The Jennings McCall assisted living facility is also located south of the Oak Street area.

As shown on the map below, the area is bisected by two Bonneville Power Administration easements feeding the Forest Grove electrical substation. The City's Light and Power Department's pole yard is located adjacent to the substation.



2.3 PRIOR PLANNING EFFORTS

Several plans and studies have been completed for the Oak Street Area including:

- Forest Grove Transit-Oriented Development Plan and Implementation Strategy (2011)
- Washington County Industrial Site Assessment Project (2015)

The Forest Grove Transit-Oriented Development Plan and Implementation Strategy was prepared to assess the viability of land use strategies to promote high-capacity transit service along the underutilized railroad corridor adjacent to the Oak Street area. The project focused on addressing Metro’s high-capacity transit system expansion policies to better position the Forest Grove – Hillsboro high-capacity transit connection among Metro’s priority corridors. The project resulted in a preferred land use concept for a pedestrian-friendly, transit-oriented, mixed-use neighborhood. The preferred land use concept is shown below.

When the Forest Grove Comprehensive Plan was updated in 2014, the Forest Grove City Council supported the concept of transit-oriented development at the Oak Street Area. However, the City Council chose not to re-designate the area from General Industrial for transit-oriented development at the time but rather reserve the area for industrial development opportunities.



Figure | 2 | Final Preferred Alternative

The Washington County Industrial Site Assessment project was done in order to evaluate sites throughout Washington County for large lot industrial uses. The area fronting both sides of Oak Street under common ownership was part of evaluation. Given the challenges and costs of development in this area it was classified as a Tier 3 industrial site meaning it is a high need site requiring significant funding investments for water, sewer, and stormwater infrastructure. This is significant factor limiting site readiness and marketability.

In addition, the Port of Portland, Metro, along with Greater Portland, Inc., identified a range of tools and best practices that could be used to overcome development challenges associated with employment lands in the Portland region. A portion of the Oak Street Area has been identified for evaluation using the toolkit. The City desires to coordinate this evaluation.

The City recently updated the City’s Housing Needs Analysis and Economic Opportunities Analysis. The data included in both studies should be used to inform the recommended land use concept. In addition, the City prepared commissioned a market analysis for grocery retail space in Forest Grove.

The Housing Needs Analysis Update indicates there’s sufficient land designated in the City’s planning area for residential development to meet 20-year land use needs. While additional land for residential purposes may not be needed until late in the 20-year planning period, considering the Oak Street area for needed housing could reduce long term pressure to expand into the City’s Urban Reserve Area or difficult to develop areas within the urban growth boundary constrained by topography and lack of infrastructure. In addition, residential development within some or all of the Oak Street area could help address the City’s affordable housing situation.

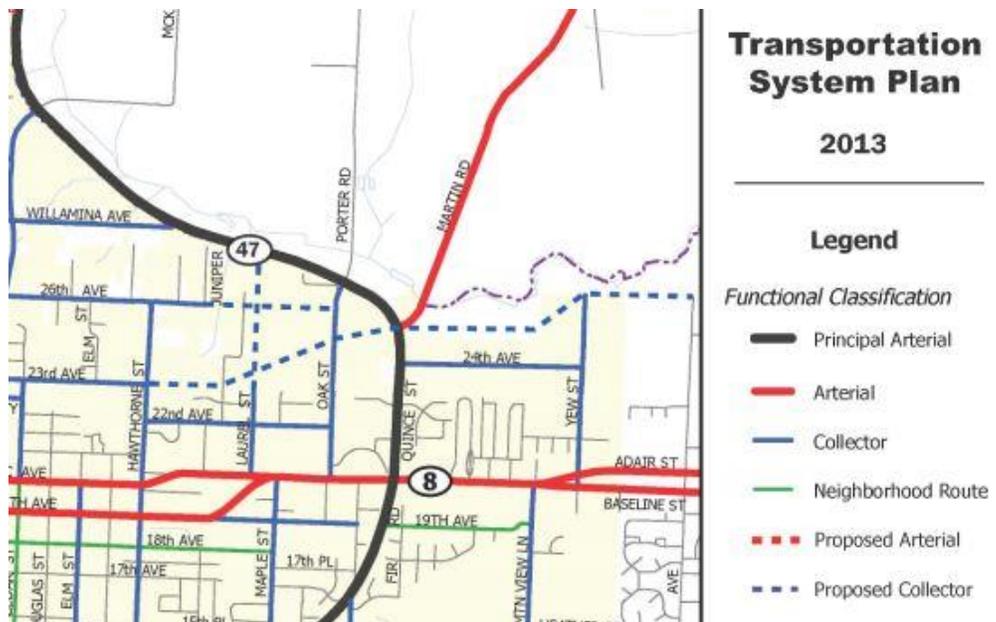
The Economic Opportunities Analysis (EOA) indicates that during the 20-year planning period, there’s an oversupply of land zoned for industrial use in the City’s planning area. The EOA also indicates there may be a lack of land zoned for commercial purposes. The information contained in the EOA provides a basis for revisiting the desired land uses in the Oak Street Area. The Oak Street Land Use Refinement Plan should also address the question of whether some or all of the Oak Street Area should be banked for long term (more than 20 years) industrial land needs.

The City’s Economic Development Strategic Plan was updated in 2019. The strategy promotes a strong, sustainable, local economy that fosters opportunity and prosperity for the whole community. Strategy goals include:

- Goal 1: Support industrial and commercial business growth and retention
- Goal 2: Expand opportunities for entrepreneurship and growth
- Goal 3: Support small business development and retention
- Goal 4: Assist in the development of downtown
- Goal 5: Expand the economic impact of tourism
- Goal 6: Create a competitive business climate
- Goal 7: Further partnership, outreach, and equity efforts.

The project area is adjacent to the proposed Council Creek Regional Trail corridor. The trail is planned for the Portland and Western Railroad corridor along the southern edge of the Oak Street area. The corridor has also been looked at for possible future fixed-route transit service.

The City’s 2014 Transportation System Plan shows several collector streets through the project area including an extension of 23rd Avenue/24th Avenue. The City desires to assess whether the conceptual future collector roadway network is necessary to support preferred development given the City’s limited financial resources. The conceptual collector street network for the area is shown below.



SECTION 3 – GENERAL INFORMATION

3. ISSUING OFFICE AND SUBMITTAL LOCATION

Paul Downey, Director of Administrative Services, will issue the Request for Proposals (RFP) document and will be the point of contact for the City for questions and protests concerning the RFP. Mr. Downey can be reached at 503-992-3220 or pdowney@forestgrove-or.gov. Bryan Pohl, Community Development Department Director, will be the point of contact for the City for all questions and concerns regarding the desired services to be provided by the selected firm. Mr. Pohl can be contacted at 503-992-3224 or bpohl@forestgrove-or.gov. Each Proposer must provide five (5) total copies of their proposal; one copy should be marked "ORIGINAL".

The outside of the sealed envelope should state "OAK STREET AREA LAND USE REFINEMENT PLAN" and shall be addressed and submitted to the following location by February 13, 2020, by 4:00 p.m. PDT:

**City of Forest Grove
Attn: Administrative Services Director
1924 Council Street
P.O. Box 326
Forest Grove, OR 97116**

All proposals must arrive at the issuing office on or before the listed due date and time.

3.1. ANTICIPATED RFP SCHEDULE

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

RFP Process	Date
RFP Issued	January 8, 2020
Non-Mandatory Pre-Proposal Conference	January 16, 2020
Deadline to Submit Changes/Solicitation Protest	January 21, 2020
Last Date for an Addenda	January 24, 2020
Proposal Due to City	February 13, 2020
Proposer Interviews (if necessary)	February 27, 2020
Notice of Intent to Award	March 2, 2020
Negotiate Final Scope of Work	March 3, 2020 – March 10, 2020
City Manager Approval of Contract	March 12, 2020
Commencement of Contract	March 16, 2020

3.2. 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 who attended the *non-mandatory pre-proposal meeting* (by phone or in person). The addendum will also be posted to the City's website at <http://www.forestgrove-or.gov/rfps> for those who do not attend the non-mandatory pre-proposal meeting.

A prospective Proposer may request a change in the RFP to Paul Downey or a request for additional information to Bryan Pohl at the email addresses or phone numbers previously listed in the RFP. The

request must specify the provision of the RFP in question, and contain an explanation for the requested change or additional information.

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 in writing. If in the City'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 emailed or delivered to all prospective Proposers who attended the non-mandatory proposer meeting and will be posted to the City website at <http://www.forestgrove-or.gov/rfps>.
- 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.

3.3. 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."

3.4. 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.

3.5. LATE PROPOSALS

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.

3.6. 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. Disputes should be addressed to Paul Downey, Director of Administrative Services, 1924 Council St., Forest Grove, OR 97116. Contact phone number is 503-992-3220 or email address is pdowney@forestgrove-or.gov.

3.7. 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).

3.8. 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.

3.9. PROPOSER REQUEST 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 3.

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.

3.10. PROPOSER REQUEST 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.

3.11. 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.

3.12. 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 of Administrative Services at the contact information listed in Section 3.8 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.

3.13. 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.

3.14. CITY REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND 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 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.

3.15. 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 submit a Proposal within the time requirements established herein.
- d) 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 all 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.

3.16. MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

A Proposal may not be modified, withdrawn, or canceled by the Proposer for sixty (60) 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 Administrative Services Director, 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.

3.17. 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.

3.18. 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.

3.19. 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.

3.20. 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.

3.21. PERFORMANCE AND PAYMENT BONDS

No performance and payment bonds are required.

SECTION 4 – SCOPE OF WORK/SERVICES

4. INTRODUCTION

4.1. Purpose

The purpose of the project is to position the Oak Street area for cost-effective development meeting community needs taking into account the desires of current land-owners, economic trends, and site specific opportunities and constraints.

The objectives for the project include:

- Address City Council objective for Fiscal Year 2019-2020 to develop an area concept plan for the Oak Street Area.
- Prepare and recommend feasible land use concept and development guidelines and standards to implement the land use concept that positions the Oak Street area for future development taking into account prior plans and studies prepared for the site, site advantages, property owner interest and economic opportunities.
- Answer the question of whether some or all of the land in the Oak Street area should be banked for long-term employment needs.
- Identify infrastructure needed to support the recommended land use concept, planning level cost estimates and recommended funding approach.

4.2. Approach

The City is open to modifying the project approach including sequencing of tasks and deliverables to maximize efficient use of the project budget and expedite the project schedule.

4.3. Assumptions and Required Services

It is expected that the individual or firm responding to this RFP has the time and resources available to complete the project efficiently, within budget and on-time.

4.4. TERM OF SERVICE

The contract resulting from this RFP shall be for a period of approximately 9 months, commencing March 2020.

4.5. SCOPE OF SERVICES

The selected consultant will provide the City with professional services to realize the successful completion of the scope of work. The consultant will be responsible for coordinating work with all sub-contractors if need be. The City is open to suggested modifications to the desired scope of service. At a minimum the scope of work and deliverables should include the elements identified below. The consultant's proposal must identify work to be completed by the consultant or consultant team and expected work to be performed by the City.

4.5.1. Task 1 (Project Management)

It is expected the project will begin with a kick-off meeting to review project goals and objectives and to establish common project expectations. The successful proposer will assign a project manager as point of contact for the City and communicate with the City regarding the status of work being performed and to discuss issues or concerns that may impact the project or project schedule. The consultant shall

manage and coordinate the tasks proposed in the scope of work. The consultant must provide written progress reports of professional service activities completed with monthly invoices. Consultant must prepare monthly progress reports and progress billings in a format approved by the City. Telephone conference calls with the consultant project manager and City's project manager shall occur every other week during the project and as needed. The purpose of the conference call is to coordinate ongoing project activities and ensure project deadlines are met.

Consultant shall prepare and submit a detailed project work schedule to the City. The schedule must include due dates for draft and final deliverables, dates for major milestones and suggested dates for completion of identified City responsibilities including review and comment on deliverables. Consultant shall update the schedule when shifts occur due to project needs. The consultant should build contingency into the project schedule, based on best professional judgment, where delays are likely to occur.

Consultant Deliverables:

1. Project roster
2. Monthly progress reports and invoices
3. Project coordination conference calls
4. Initial project schedule
5. Final project schedule

4.5.2. Task 2 (Stakeholder Involvement and Technical Advisory Committee)

The consultant shall propose a stakeholder involvement approach that provides meaningful opportunities for involvement by property owners, neighbors and the broader community including the City Planning Commission, and City Economic Development Commission. The involvement approach should include a list of key stakeholders and interest groups, an outreach and engagement schedule tied to significant project milestones, and description of preferred engagement methods and techniques.

The City will establish a Technical Advisory Committee (TAC) to review project work products and inform recommendations. The TAC will include representatives from the Oregon Department of Transportation, Metro, Washington County, City Engineering, and City Planning. The proposed scope of services shall identify when TAC meetings are expected to coincide with major project milestones. Consultant shall prepare TAC meeting agendas, attend TAC meetings and prepare summary notes.

Consultant Deliverables:

1. Stakeholder involvement approach
2. Public engagement schedule
3. Technical Advisory Committee meeting agendas
4. Technical Advisory Committee meeting attendance
5. Technical Advisory Committee meeting summaries

4.5.3. Task 3 (Existing Conditions Analysis)

The consultant shall document existing site conditions including existing infrastructure, buildings and natural features. Consultant shall also review policies and prior plans and studies prepared for the Oak Street area including the 2011 Transit-Oriented Development Plan and Implementation Strategy and 2015 Washington County Industrial Site Assessment.

Consultant Deliverable:

1. Existing conditions technical memo

4.5.4. Task 4 (Needs and Opportunities Assessment)

The consultant shall prepare a needs and opportunities assessment based on the existing conditions analysis above. Opportunities should take into account the site's attributes and future economic trends described in the City's Economic Opportunities Analysis Update, Housing Needs Analysis Update, Washington County Industrial Site Assessment project findings and other information deemed pertinent based on the consultant's best judgment. Consultant should evaluate tools for overcoming development challenges described in the 2019 Metro Employment Land Site Readiness Toolkit to determine applicability to the Oak Street Area.

Consultant Deliverable:

1. Needs and opportunities technical memo

4.5.5. Task 5 (Land Use Concept)

Given the findings from the existing conditions analysis and needs and opportunities assessment above, prepare a land use concept for the Oak Street area. The City is open to considering stand-alone large lot industrial development, stand-alone residential development, stand-alone commercial retail/office, and mixed-use development options given property owner desires, existing conditions and employment, housing, and commercial economic trends. The land use concept should be presented to stakeholders for review and comment.

Consultant Deliverables:

1. Initial land use concept
2. Summary of stakeholder review comments
3. Final land use concept

4.5.6. Task 6 (Infrastructure Plan)

Identify the transportation, water and sewer projects needed to support the preferred land use concept. Identify those projects that are critical to jump starting development in the Oak Street area. Prepare maps to show proposed systems and descriptive text that outlines key assumptions, findings, and conclusions for each system. Prepare conceptual/planning level cost estimates for recommended projects.

The Forest Grove Transportation System Plan (TSP) Update (2014) includes several future collector streets throughout the Oak Street Area. The consultant should review the preferred roadway network plan contained in the TSP Update and recommend changes to the network plan to serve the preferred land use concept, maximize land use efficiency and reduce potential impacts on development. The recommended transportation plan must address the requirements of the Metro Regional Transportation Functional Plan.

The consultant shall prepare a traffic impact analysis with sufficient detail to indicate if the land use and transportation concept could degrade operations below the City's acceptable level of service. Traffic modeling is not expected for this task. If necessary, the preferred land use concept should be revised, if necessary, to reduce potential operation impacts or mitigation should be recommended.

Consultant Deliverables:

1. Initial Infrastructure plan and planning level cost estimates
2. Traffic impact analysis
3. Final infrastructure plan and planning level cost estimates

4.6. GENERAL REQUIREMENTS OF CONSULTANT

The Consultant will:

- Hold regular meetings as agreed to in writing with the Community Development Department.
- Plan and facilitate on-site visits as needed.
- Provide progress review reports for comment by City staff at least once a month detailing timeline and progress of each task and goal.
- Provide final report.
- If at any time the consultant does not meet the obligations outlined in any section of this document, the City may choose to terminate this contract.

4.7. GENERAL REQUIREMENTS OF THE CITY

To facilitate the consultant's effort to successfully complete the project, the City will provide:

- Background documents
- GIS shapefiles

4.8. COMMUNICATIONS

The City requires the Consultant to have the communication abilities and skills to provide the City with effective and professional advice, and to:

- A. Be available in a timely manner, in person, by telephone, fax, or e-mail, for consultation or advice;
- B. Follow established City policies and procedures whenever providing consultation or advice to City representative(s) and implement revisions to procedures where needed;
- C. Be familiar with state and federal laws relating to the City;
- D. Provide periodic status reports on the services provided;
- E. Provide itemized monthly invoices of charges; and
- F. Advise and participate in meetings as requested by the City.

4.9. RESPONSIBILITIES

Responsibility of Consultant – It is understood and agreed that the services the Consultant will be required to perform under this contract shall be rendered directly by or under close personal supervision by the Consultant, and that the work shall be faithfully performed with care and diligence. The Consultant will return all calls or other contacts from the City within a reasonable time. If it is not possible for the called or contacted party to respond, the Consultant will make arrangements for a designated member of the Consultant to respond to the contact.

Responsibility of the City – The Community Development Department will assign a project manager that will be the primary point of contact for this contract. The City's primary point of contact will coordinate with internal City departments and will process progress payments.

Joint Responsibility – If additional services, supplemental to those included herein, are required, both the City and the Consultant have the responsibility to identify those services, include them as an addendum or amendment to the Contract, and determine fair compensation for the additional services.

4.10 SPECIFIC SERVICES REQUIRED

4.10.1 Experience and Expertise

Proposers wishing to submit proposals must meet or exceed the criteria outlined in Section 5.

4.10.2 Administrative Services

For administrative services, the following items will be required:

- A. Proposer will provide a principal or partner-level individual to be the first point of contact for all service and billing issues.
- B. Proposer will recommend specialist(s) for other services related to the project if the City so requests. The City reserves the right of approval of any specialist(s) and to select other service providers.
- C. Concerning the manner in which services are provided, the City expects that the work will be assigned to individuals in the most efficient manner consistent with their experience and training.
- D. If it is necessary to associate with other firms in any matter, the Proposer must obtain prior approval from the City designated contact. The Proposer must inform associated service providers of the procedure set forth herein.
- E. Invoices for services will be submitted monthly for any month in which there has been activity of any substance. An annual summary of billing will also be provided when requested by the City. Time spent by the Proposer is to be shown as percent completed for each phase of the project or as needs determine. Both invoices and summary reports shall require approved signatures from City staff and Proposer representative. Payments will not be made without approved signatures.
- F. Each monthly invoice will set forth separately each matter handled and will clearly identify the City employee(s) working with the Proposer. Included monthly must also be a total charged to date for each matter.
- G. For each matter denoted on an invoice, the detail will include the hours spent by each of Contractor's personnel on the file.
- H. Each expense and/or disbursement must be specifically identified on the invoice.

4.10.3 Changes of Scope and Additional Work

The Proposer may be requested to perform special projects for the City. Because of variations in the demand for additional services from time to time, such work shall be agreed upon in advance, contracted for, provided and billed separately to the City on a pre-arranged basis.

SECTION 5 – PROPOSAL AND PROPOSER REQUIREMENTS

5.1 SUBMITTAL OF PROPOSALS

In order to be considered for this project, each Proposer must provide five (5) 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 "FOREST GROVE OAK STREET AREA REFINEMENT PLAN" clearly written on it. The document shall be addressed and delivered to the issuing office identified in Section 3.

5.2 PROPOSER REQUIREMENTS

The following minimum criteria will apply:

- A. Proposer shall include sufficient evidence as to the Proposer's qualifications 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 be familiar with the Oregon Statewide Land Use Planning Goals, Transportation Planning Rule, Metro Urban Growth Management Functional Plan and Metro Regional Transportation Functional Plan.
- C. If necessary, shall be currently licensed/certified/insured to provide the requested services in the state of Oregon. Shall obtain a City of Forest Grove business license if selected.
- D. 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 service for public agencies.
- E. 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.

5.3 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

5.4. 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.

5.5. PROPOSAL FORMAT AND REQUIREMENTS – MANDATORY

Each Proposer shall provide the following in addition to describing individual team member qualifications:

5.5.1. Introductory Letter (Two Pages Maximum)

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 Paul Downey 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).

5.5.2. Proposer Profile and References (Five Pages Maximum)

Please include the following:

- A. A corporate overview, structure and organization, the year it was established, the type of services available, and the size of staff. Provide the proposed organizational structure under which the Proposer will provide the requested services to the City, including the designation of the Principal in Charge and other key personnel.
- B. A description of the firm's overall qualification and experience related to similar projects and their technical competence and resources to carry out the project successfully. Describe Proposer's experience in providing the requested services to the public sector including exclusive resources dedicated to the public sector.
- C. Provide three references most comparable to the City's size. Include client name, a brief description of the services provided, how long you provided the services, contact person, address, telephone number, and e-mail address for each client described. Discuss your firm's record of completing similar projects on time and within budget.
- D. An introduction for each member of the team that will be assigned to this project. Résumés for each team member should be included as a separate attachment in the proposal (resumes are not counted toward the page total). The introduction of each team member should indicate each member's ability to perform the requested services and time that will be devoted to this project. Describe individual roles, responsibilities, credentials, and related experience. Identify key personnel of any sub-consultants who will be assigned to each major task and include a description of their experience with similar projects.
- E. Project goals, anticipated outcomes, and timelines for completion including projected work plan schedule.
- F. A description of any project which the Proposer is currently working on which may pose a potential conflict of interest with this project.
- G. A statement to confirm Proposer's ability to comply with our minimum qualifications. Also list any exceptions.

5.5.3. Proposer's Services (Fifteen (15) Pages Maximum)

Please provide detailed information on the specifications and features of the proposed services as listed below. Please provide answers in this format and as straightforwardly as possible.

- A. Indication that the Proposer has a clear understanding of the requested project and the related work required.
- B. Provide a detailed narrative specifically describing how the refinement plan services will be performed. Describe key work phases. Outline and description of project tasks, how they will be accomplished within the specified timeframe, any challenges the Proposer foresees and how those challenges will be addressed. Please provide a description of assumptions regarding City staff responsibilities as they pertain to this project.
- C. The successful Proposer will be required to secure and maintain appropriate insurance coverage: Workers' Compensation, Professional Liability of \$2 million, and General Liability of \$2 million. Proof of such coverage, in the form of a broker issued certificate, must be received by the City prior to the beginning of the contract date and with the signed contract. Can your Firm provide proof of coverage in the form of certificates of insurance for these dollar amounts?
- D. Furnish a disclosure statement of involvement in any civil or criminal litigation or investigation regarding your business practices during the past five years.

5.5.4 Cost Proposal Requirements

Proposer shall submit a cost proposal listing standard professional hourly rates, cost estimate by task/deliverable for the Scope of Work outlined above, and a not-to-exceed estimate for reimbursable expenses (including method for charging). Please note the final Scope of Work and compensation will be negotiated with the selected Proposer.

5.5.5 Fee Proposal (Attachment A)

Please complete the attached Fee Proposal form, Attachment A, with the required signature and other information. Please state your firm's total compensation requirements including reimbursable expenses. Provide a breakdown of the total compensation requirements and indicate what portions of the fees are assigned to each Phase and Task.

5.5.6 Sample Professional Services Agreement (Attachment B)

Review sample agreement and list any concerns with the sample agreement.

5.5.7 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 6 – PROPOSAL SELECTION AND EVALUATION

6.1. GENERAL INFORMATION

The City intends to award all of the tasks to the selected consultant. 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 evaluations, the City intends to negotiate a contract with the Proposer whose proposal is deemed to be most advantageous to the City.

6.2. SELECTION REVIEW COMMITTEE

The Selection Review Committee may be comprised of City of Forest Grove staff members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award. The City may also seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings, Proposer presentations, evaluate the proposals, and lend any such expertise to the process as requested by the City. 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 a final score for each Proposer. Proposals will then be ranked in descending order by the total Proposal score.

The City is seeking value from the service requested. While cost is important to the overall evaluation process, the experience and qualifications will be assigned a higher value. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process.

At the City's option, interviews may be conducted with all or a select few of the Proposers after the Proposals are evaluated. If held, a possible 100 points will be attributed to interviews. The interview scores will be added to the paper scores, and the list re-ordered.

6.3. 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.

6.4. 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 points will be 500. If interviews are conducted, there may be a possible 100 additional points available.**

6.4.1. Experience and Qualification of Assigned Staff (200 points) 40%

The credentials and experience of the assigned staff selected to perform the requested services and demonstrated ability to successfully complete similar projects in a timely manner.

6.4.2. Comprehensiveness of Services (175 points) 35%

Overall capabilities and experience of the Proposer to provide the requested services described in this RFP. How well does the Proposer describe its understanding of requested services and how well does the Proposer address how it will provide the requested services.

6.4.3. Cost of Services / Value to City (125 points) 25%

Total proposed charges and cost-effective allocation of resources.

6.4.4. Reference Checks

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

6.5. BEST AND FINAL OFFERS

If in the best interest of the City the department has chosen to employ a method of Proposer selection leading to best and final offers, the City may conduct private discussions with qualified Proposers as allowed by ORS 279B.060(6).

6.6. 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) Respondent'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 7 – CONTRACT REQUIREMENTS

7.1 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 Professional Services Agreement unless substantive changes are made without the approval of the Proposer. Otherwise, exceptions to the contract 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. The contract shall be substantially in the form of the sample “Professional Services Agreement” in Attachment B. The City Attorney has not done a final review of the contract but no substantive changes are anticipated.

7.2 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.

7.3 CONTRACT ADMINISTRATOR

Paul Downey shall be the Contract Administrator for this project.

ATTACHMENT A – FEE PROPOSAL

Fee Proposal

The undersigned hereby proposes and, if selected, agrees to furnish all services in accordance with the Request for Proposal, and Addendums, for the prices shown immediately below.

FOREST GROVE OAK STREET AREA LAND USE REFINEMENT PLAN

Task	Flat Fee	Other Fee Method
<u>Task One (Project Management)</u>	\$ _____	\$ _____
<u>Task Two (Stakeholder Involvement)</u>	\$ _____	\$ _____
<u>Task Three (Existing Conditions Analysis)</u>	\$ _____	\$ _____
<u>Task Four (Needs and Opportunities Analysis)</u>	\$ _____	\$ _____
<u>Task Five (Land Use Concept)</u>	\$ _____	\$ _____
<u>Task Six (Infrastructure Plan)</u>	\$ _____	\$ _____
Total	\$ _____	\$ _____

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 Agreement, 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 Proposer

Telephone Number

Proposer Mailing Address, City, State, Zip

Proposer Facsimile Number

Proposer E-mail Address

Signature

Date

ATTACHMENT B – SAMPLE 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 conducted initial inquiries with the City and other 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, the City may without recourse by Consultant, pay the lien or claim and charge such payments, with any resulting costs incurred by the City deducted from any monies owed Consultant by City. (ORS 279A.220)

1.6. All services provided by Consultant (and any of their sub-consultants) will be performed in a prompt manner consistent with the professional standards of care and diligence applicable to those services performed by recognized firms in the Portland metropolitan region on the type of project being done. Consultant is and will be responsible for all services provided regardless of whether the services are provided directly by Consultant or by sub-consultants used 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 if and as authorized in writing by the City. To the extent services are made necessary by fault or error of Consultant or their sub-consultants in the performance of their respective 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 three (3) 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 City with either its IRS-designated employer identification number or social security number whichever is appropriate.

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 or construed to be an endorsement of Consultant's notice and will not constitute a waiver of any of City's rights.

1.13. Any employee of Consultant or any sub-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. (ORS 279B.220)

1.15. Consultant will pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of its work under this Agreement, and shall ensure subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

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. (ORS 279B.230)

1.18 Consultant is a subject employer that will comply with ORS 656.017. Consultant warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Consultant shall indemnify City for any liability incurred by City as a result of Consultant's breach of the warranty under this Paragraph. (ORS 279B.230)

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 decisions in a timely manner 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. Digital Data and Specifications

3.1. Project reports, specifications, and digital data, if any, or other project 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 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 Geographic Information Systems (GIS) data and project documents, if any, to the City upon completion or termination of services under this Agreement.

3.3. All copies of digital data, specifications or other Project Documents, if any, provided the City become the property of the City which 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.

4. Payments to the Consultant

4.1. For the period of this Agreement, Consultant agrees to provide services at the rates set forth in Exhibit B (attached).

4.2. For authorized reimbursable expenses, the City will pay Consultant at the rate specified. For unscheduled reimbursement items, Consultant will be reimbursed at Consultant's direct cost without markup. Consultant must list in detail exactly what schedule and unscheduled reimbursable expenses are every time invoice is submitted for payment.

4.3. Consultant will not be entitled to or be paid for services provided in excess of any guaranteed maximum price or fixed price that has been established for such services unless authorized by a written scope change.

4.4. Consultant will provide the City with monthly statement(s) of services rendered and authorized reimbursable expenses incurred for 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. In addition to the monthly statement described in 4.4, 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. Reimbursable Expenses: All pre-approved reasonable and necessary out-of-pocket project expenses which may include, but not be limited to, travel, parking, overnight food and lodging, rental cars, and postage.

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 applicable pay rates. These additional services **must be approved** in writing by Project Administrator before commencing any additional work.

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

4.9. Consultant shall keep its billing records, including timesheets, rate schedules and invoices necessary to support invoices for time and materials, additional services and expenses current consistent with generally recognized accounting principles and procedures and 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 reasonably necessary to preserve work that has been completed or is in progress and to achieve an orderly termination or transition. 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 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 does 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 of Consultant or its successor in interest by the City 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 including completed operations.
- (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, its officers, employees, agents and insurers as additional insureds and will contain a severability of interest clause. Additional insured coverage shall be for both on-going operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. 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 not the obligation, to obtain such coverage with costs to be the responsibility of and reimbursable 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. Work is Property of City

All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Consultant under this Agreement shall be the property of City.

11. Indemnity

Consultant acknowledges responsibility for any and all liability arising out of Consultant's performance under this Agreement. Consultant will indemnify, defend (with counsel acceptable to City) and hold City, its councilors, officers, employees, agents and insurers (collectively "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.

12. Successors and Assignments

12.1. Both City and Consultant bind themselves and any partner, successor, executor, administrator, or assign to this Agreement.

12.2. Neither City nor Consultant shall assign or transfer their interest or obligation hereunder in this Agreement without the prior written consent of the other. Consultant must seek and obtain City's written consent before subcontracting any part of the work required of Consultant under this Agreement.

12.3. Any assignment, transfer or subcontract attempted in violation of this subparagraph shall be void.

13. Records

13.1. Consultant shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

13.2. Consultant shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

14. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement shall vest in City. Consultant shall execute any assignment or other documents necessary to effect this paragraph. Consultant may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Consultant shall transfer to City any data or other tangible property generated by Consultant under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.

15. 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.

16. 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.

17. Assignment

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

18. 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.

19. Article Headings

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

20. 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.

21. No Third-Party Beneficiaries

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

22. Entire Agreement

_____ This Agreement signed by both parties and so initialed by both parties in the margin
CITY 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
CONS 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
MICHAEL JESSE VANDERZANDEN

CONSULTANT
[CONSULTANT NAME]

By: _____

By: _____

Title: City Manager _____

Title: _____

EXHIBIT A: [Scope of Work]

EXHIBIT B: [Cost Schedule]