

REQUEST FOR PROPOSALS

Emergency Water Transmission Intertie



A place where families and businesses thrive.

DATE: OCTOBER 2, 2020

CITY OF FOREST GROVE
PO Box 326
1924 Council Street
Forest Grove, Oregon 97116
(503) 992-3237

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**FOREST GROVE
REQUEST FOR PROPOSALS (RFP)
Emergency Water Transmission Intertie**

Proposals Due by 4:00 p.m., November 2, 2020

SECTION 1 – INVITATION

1.0. INVITATION

The City of Forest Grove, Oregon (City), is issuing this Request for Proposal (RFP) from qualified firms or individuals (Proposer) with demonstrated experience in professional design and construction services for a new Emergency Water Transmission Intertie improvement. To be considered, interested parties must submit their Proposals in accordance with the requirements set forth in this RFP.

The RFP will be used to select the Proposer to complete engineering services which generally includes and at the same time are not limited to the following: Professional Design, Bidding & Construction services (as needed)

The Request for Proposals can be downloaded from the City of Forest Grove website at <http://www.forestgrove-or.gov/rfps>.

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

Submit proposals electronically at the following site located at:
<https://www.dropbox.com/request/NOHVLaktsSH0yNKmbNYV>

Hard copy proposals will not be considered. Late proposals will not be considered.

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 2nd DAY OF OCTOBER, 2020.
Paul Downey, Administrative Services Director

PUBLISH: Daily Journal of Commerce, October 2, 2020

SECTION 2 – GENERAL INFORMATION

2.0. ISSUING OFFICE AND SUBMITTAL LOCATION

Paul Downey, the 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. Derek Robbins, Engineering Department Project Engineer will be the point of contact for the City for all questions and concerns regarding the services to be provided by the selected firm. Mr. Robbins can be contacted at 503-992-3292 or djrobbins@forestgrove-or.gov.

Once you have completed your proposal, submit your proposal by uploading it electronically through Dropbox site specified on the invitation page of this RFP. Do not submit proposals in hardcopy. Hardcopy proposals shall not be accepted for this RFP process. If you have questions about submitting, contact Derek J. Robbins. It is the Proposer's sole responsibility to ensure that its proposal is delivered prior to the RFP closing date and time. Proposals not submitted to electronic Dropbox site by the due date and time shall be considered late. Late proposals shall be ineligible for award consideration.

2.1. ANTICIPATED RFP SCHEDULE

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

RFP Process	Date
RFP Advertised in Daily Journal of Commerce, City of Forest Grove website	October 2, 2020
Deadline to Submit Changes/Solicitation Protests	October 12, 2020
Last Date for an Addenda	October 19, 2020
Proposal Due to City	November 2, 2020, 4:00 p.m. PDT
Notice of Intent to Award	November 20, 2020
Award Protest Period Ends	November 27, 2020
Commencement of Contract	December 7, 2020
Completion of Contract	December 21, 2021

2.2. CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City reserves the right to make changes to the RFP by written addendum. The addendum will be posted to the City's website at <http://www.forestgrove-or.gov/rfps>.

A prospective Proposer may request a change in the RFP to Paul Downey or a request for additional information to Derek Robbins 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 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 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.

2.3. 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."

2.4. 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.

2.5. 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.

2.6. 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.

2.7. 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).

2.8. 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.

2.9. 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 contacts noted above.

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.

2.10. 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.

2.11. COMPETITION

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

2.12. 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 2.8 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.

2.13. 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.

2.14. 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.

2.15. 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.

2.16. MODIFICATION OR WITHDRAWL 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.

2.17. 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.

2.18. 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.

2.19. 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.

2.20. 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.

2.21. PERFORMANCE AND PAYMENT BONDS

No performance and payment bonds are required.

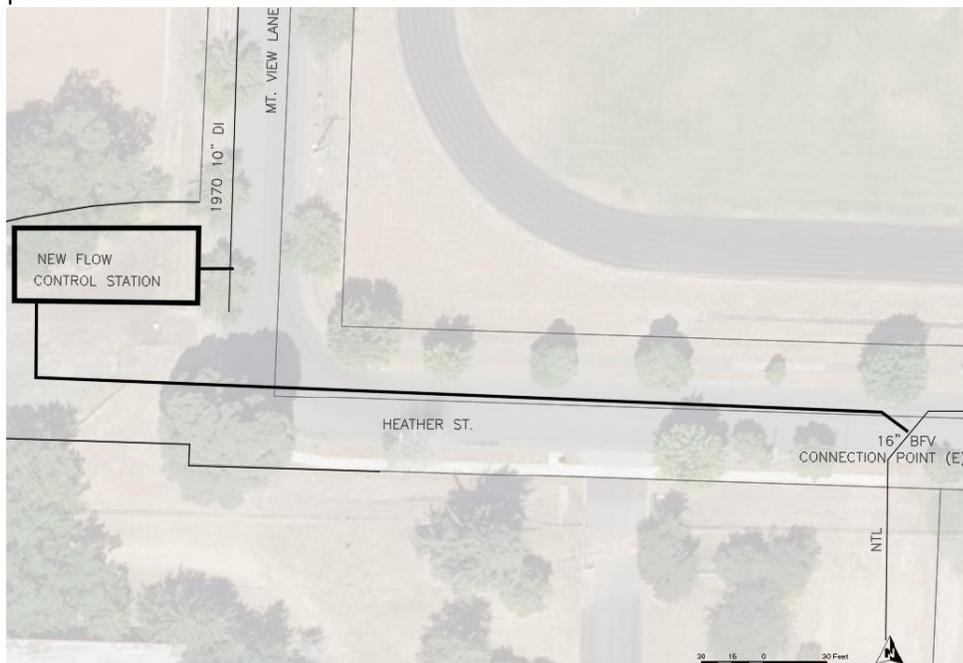
SECTION 3 – SCOPE OF WORK/SERVICES

3.0. INTRODUCTION

The City of Forest Grove (“City”) is an Oregon municipal corporation expanding approximately 5.9 square miles with a 2018 estimated population of 24,624. The City employs approximately 180 full and part-time staff, and is governed by a City Council comprised of six Councilors and the Mayor. The Council acts as the Local Contract Review Board for the City. The City is now accepting proposals from firms with demonstrated experience in professional design and construction services for a new Emergency Water Transmission Intertie improvement. The City estimates this project will occur over two fiscal years with design starting in early 2021 and construction occurring in late summer of 2021, or a realistic timeline recommended by the Proposer.

3.0.1. Background

There is a need to provide additional redundancy for finished water supply to City water distribution system by constructing a connection to the existing Joint Water Commission 72-inch North Transmission Line (NTL). In the near term the connection will be for emergency use and is referred to as the Emergency Intertie. Also, depending on future capacity availability in the NTL and City needs, this connection could be used as a backup or secondary supply to City water distribution system. All the City’s reservoirs are located on the west side of town which results in low fire flows in the industrial area of Forest Grove, which is located on the far east side of town. The Emergency Intertie will also be located on the east side of town near the eastern city limits of Forest Grove. The Emergency Intertie has shown through hydraulic modeling that it will improve fire flows to our industrial area. This project would include, above ground building, flow meter and pressure reducing valves (PRV), new relief valves to prevent over pressurizing our water distribution system in case a PRV fails, room for future fluoride feed system (we currently feed fluoride at the 10th Avenue Flow Control Facility), piping, and connections to the existing water distribution system. There is currently a 16-inch butterfly valve connection point off of the NTL for Forest Grove. The City’s preliminary design review of the project anticipates extending from this NTL connection point and locating the flow control facility at the NW corner of Mt. View and Heather within the City existing ROW. See preliminary site plan below.



3.0.2. Purpose

There is a need to provide additional redundancy for finished water supply to City water distribution system by constructing a connection to the NTL. The connection will be for emergency use and is referred to as the Emergency Intertie. The purpose of the project is to design and construct a new emergency intertie.

3.0.3. Approach

This project is assumed to be design, bid, and build. Consultant will provide professional design services and prepare construction documents, assist with equipment selection, provide special specifications and assist with answering questions during bidding as needed. Also, consultant is expected to be available as needed for answering questions during construction. Specialized equipment such as control valves and flow meters may be pre-purchased by owner for contractor install. City will lead the bidding of the project including advertising, preparing standard bidding requirements, contract documents, general conditions and standard specifications.

3.1. TERM OF SERVICE

The contract resulting from this RFP shall be for the extent of the design, bid, and build project. Currently this project is anticipated to span two fiscal cycles beginning early 2021 and finishing late 2021. It is assumed most of the professional services would be used during design and preparing construction documents. Professional services during bidding and construction would only be used as needed.

3.2. SCOPE OF SERVICES

City is seeking qualified firms or individuals (Proposer) with demonstrated experience in professional design and construction services for a new Emergency Water Transmission Intertie improvement.

The scope of services for this project includes siting, sizing, design, preparing construction plans & special specification (50% & 100%), cost estimates (50% & 100%), sizing and selection of equipment for the new Emergency Intertie as described in the background portion of this RFP. The selected consultant will provide the City with professional services to realize the successful completion of the Project.

Consultant will assist the City as directed during the bidding process as needed (assumes 4 hours). Scope includes, but is not limited to: Respond to bidder's questions to clarify intentions of design documents, prepare text of any addenda determined to be necessary by the City, and prepare plan modification details for use in addenda.

Construction Engineering/Administration services during the construction stage of the project includes visiting site periodically and as requested from City project manager to review construction progress, answer questions, and help resolve in-field design decisions (assumes 2 site visits), prepare design modification details as necessary as a result of different conditions encountered during construction, prepare correspondence and back-up documentation during construction as needed to maintain construction schedule and respond to Contractor questions, respond to RFI's by the Contractor and prepare plan revisions as necessary and required, attend one walk-through and one start-up with City prior to final acceptance by the City, provide assistance as needed in preparing punch-list items, submittals and/or shop drawings review, prepare engineer's certificate of compliance and prepare written field observation reports for every visit to project site.

3.3. GENERAL REQUIREMENTS OF CONSULTANT

The Consultant will:

- Hold regular meetings (at least once a week) or as otherwise agreed to in writing with City project manager for regular review progress, present information, and recommend directions during the project.
- Provide progress review reports for comment by City staff at least once a month detailing timeline and progress of each task and goal.
- 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.

3.4. GENERAL REQUIREMENTS OF THE CITY

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

- All know record drawings of the existing utilities in the area.

3.5. 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.

3.6. 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 – Engineering Department project manager will be the main contact with the Consultant including billing issues and any technical activities.

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.

3.7 SPECIFIC SERVICES REQUIRED

3.7.1 Experience and Expertise

Proposers wishing to submit proposals must meet or exceed the criteria outlined in Section 4.

3.7.2 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. 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. Monthly invoices must also show 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.

3.7.3 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 in writing, contracted for, provided and billed separately to the City on a pre-arranged basis.

SECTION 4 – PROPOSAL AND PROPOSER REQUIREMENTS

4.1 SUBMITTAL OF PROPOSALS

In order to be considered for this project, each Proposer must provide electronic submittal of proposal as previously described. 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. The document shall be addressed and delivered as previously described.

4.2 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. 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.
- 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 service for public agencies.
- 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.

4.5.1-3 PROPOSAL FORMAT AND REQUIREMENTS – MANDATORY

Each Proposer shall provide the following (no more than 15 pages, minimum 12 point font):

- A. Cover 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 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, Director of

Administrative Services, 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);

- B. Narrative identifying proposed project understanding, approach, project team members, team members qualifications, and firm qualifications;
- C. Previous projects showing design services experiences related to project;
- D. Statement indicating the consultant has the time and resources necessary for completing the project within the required schedule;
- E. Hourly rate schedule; and,
- F. List of references from previous projects listed above.

4.5.4 Cost Proposal Requirements

Proposer shall submit a cost proposal listing standard professional hourly rates, cost estimate by deliverable task(s) 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.

4.5.5 Not used

4.5.6 Sample Professional Services Agreement (Attachment B)

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

4.5.7 Declaration of Independent Contractor Status (Attachment C)

Select and submit one applicable form.

4.5.8 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

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.

5.2. 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 for award.

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.

Interviews will not be conducted as part of the selection.

5.3. Not used.

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 points will be 100.**

5.4.1. Comprehensiveness of Services (45 points) 45%

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 approach the requested services.

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

The credentials and experience of the assigned staff selected to perform the requested services.

5.4.3. Cost of Services (75 points) 15%

Total proposed charges.

5.4.4. Reference Checks

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

5.5. 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).

5.6. 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 6 – CONTRACT REQUIREMENTS

6.1 CONTRACT AWARD

The award of a contract will be 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.

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 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.

City of Forest Grove Emergency Water Transmission Intertie

Task	Flat Fee	Other Fee Method
<u>Phase One, Task One</u>	\$ _____	\$ _____
<u>Phase One, Task Two</u>	\$ _____	\$ _____
<u>Phase Two, Task One</u>	\$ _____	\$ _____
<u>Phase Two, Task Two</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. Sub-consultants, if any, may only be used with the City's prior written consent. Consultant will contract directly with and will pay such sub-consultants. City has no obligation to pay any sub-consultants.

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 sub-consultants 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, analysis 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, be 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 sub-consultants 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 in 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,
CONS 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
MICHAEL JESSE VANDERZANDEN

CONSULTANT
[CONSULTANT NAME]

By: _____

By: _____

Title: City Manager

Title: _____

EXHIBIT A: [Scope of Work]

EXHIBIT B: [Cost Schedule]