



***City of Columbia City
Columbia City, Oregon***

***Request for Proposals
Parks Master Plan Update***

Issue Date: February 14, 2025

Proposal Due Date: March 11, 2025

SECTION 1 – GENERAL INFORMATION

1.1 Purpose and Invitation:

The City of Columbia City is requesting proposals from experienced, professional consultants to produce an update to the City’s Parks Master Plan.

This RFP contains the necessary information to understand the desired qualifications, the consultant selection process, and the required documentation in submitting a proposal.

1.2 Background:

The City of Columbia City has approximately 1,946 residents. The City is located in Northwest Oregon, along the Columbia River, approximately 29 miles north of Portland in Columbia County, Oregon. The City and its residents take great pride in the parks and access to nature that Columbia City has to offer. The update to the City’s Parks Master Plan seeks to plan for a future park system that will accurately reflect project needs for the next twenty-year planning period. The City owns or leases several developed parks including the Columbia City Veterans Park, Harvard Park, Carolyn King Park, Jim Bundy Park, Columbia City Dog Park, Datis Park, Pixie Park and Marson’s Garden. Walking/biking and hiking trails consist of the Columbia City Bike Path and Rivers Walk. Other parks within the City consist of Trestle Beach, Ruth Rose Richardson Memorial Park, and the Columbia City Elementary School Park.

1.3 Schedule:

Solicitation Advertisement	2/14/2025
Question Submittals	2/26/2025
Questions – Answers Addendum	2/27/2025 (posted on City website)
Proposals Due to City	3/11/2025 (by 3:00 p.m.)
Internal Review by Committee	3/13/2025
Recommendation to City Council	3/20/2025
Begin Contract	4/01/2025 (estimate)
Desired Project Completion	2/16/2026

1.4 RFP Contact

All correspondence regarding this RFP should be directed to:

Kim Karber, City Administrator, at kkarber@columbia-city.org or 503-397-4010.

1.5 Proposal Withdrawal

Any proposal may be withdrawn at any time before the “Proposal Due” date and the time specified in Section 1.3, by providing a written request for the withdrawal of the proposal to the City. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal on this or future solicitations. Proposals may not be withdrawn within the thirty days (30) following the proposal due date.

1.6 Acceptance, Rejection, or Award of Proposals

The City may reject or accept any or all proposal or parts thereof, submitted in response to this RFP. The City expressly reserves the following rights to:

- a) Disregard any or all irregularities in the proposals,
- b) Reject any or all proposals or portions thereof upon finding it is in the public interest to do so,
- c) Base award with respect to any or all information supplied by proposer in their proposal and the City’s investigation into the qualifications, experience, and responsibility of proposer, and
- d) Cancel the contract award for the Project at any time before the execution of the contract by both parties, if cancellation is deemed to be in the City’s best interest.

1.7 Evaluation and Selection of Consultant

An evaluation committee of at least three members will be appointed to evaluate the proposals received. For scoring proposals, each member will evaluate each proposal in accordance with the **Evaluation Criteria listed and detailed in Section 3**. The evaluation committee may seek outside expertise, including but not limited to, input from technical advisors, to assist in the evaluation process.

The successful Consultant(s) shall be selected by the following process:

- a) An evaluation committee will be appointed to evaluate submitted written proposals.
- b) The committee will score proposals according to the evaluation criteria.
- c) A short list of Consultants, based on the highest scoring proposals, will be selected for interviews.
- d) Final scores, based on the written evaluation criteria and interview performance, will be determined.

Qualifications-Based Selection

As a matter of a Qualifications-Based Selection (QBS), the City will attempt to reach a final agreement with the highest scoring proposer. However, the City may, in its sole discretion,

terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached.

Review

Following issuance of the Notice of Intent to Award, Consultants that were not selected for contract award may seek additional clarification, debriefing, or to request time to review the selection procedures.

1.8 Protest of Contract Awards

Protests may be submitted to the City Administrator only from those Consultants who would receive the contract if their protest was successful.

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

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

The City Administrator may waive any procedural irregularities that had no material effect on the selection of the proposed Consultant, invalidate the proposed award, amend the award selection, request the evaluation committee re-evaluate any proposal or cancel the solicitation and begin again to solicit new proposals. The City Administrator shall create a written opinion on the protest and forward that opinion to the City Council for further action. Should the City Council return the matter to the evaluation committee, the City shall issue a notice cancelling the Notice of Intent to Award. Decisions of the City Council are final and conclude the administrative appeals process.

1.9 Public Records

Any materials submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Consultant, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information which the proposers do not wish to become public. If it is necessary to submit confidential information to comply with the terms and conditions of the RFP, each page containing confidential information should be

clearly marked "NOT FOR PUBLIC DISCLOSURE, CONFIDENTIAL TRADE SECRETS." The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and any claims arising out of any public record request for such.

SECTION 2 – SCOPE OF WORK

2.1 Scope of Work

The Consultant will be expected to provide a wide range of responsible and responsive professional services including, but not limited to: project management, public engagement, integration and work with the Technical Advisory Committee, Master Plan development, and assistance with the legislative adoption process. Generally, only the major tasks along with general expectations and requirements are outlined below. The scope of work outlined in this Section represents the minimum work the Consultant must complete.

TASK 1 – PROJECT MANAGEMENT

The Consultant shall act as the project manager of the Consultant’s team, including any sub-consultants or contractors for the duration of the Project. Consultant shall monitor and manage the project to produce promised deliverables on time, in scope, and within budget. Consultant will report on project progress and communicate in a timely manner. The Consultant shall ensure full coordination with City staff and be responsive to emails, telephone inquiries and discussions, in addition to meetings as required under various tasks in the scope of work. Open communication between the Consultant team and City staff will be crucial to a successful project. To fulfill this task, the Consultant will be expected to provide the following:

Task 1.1 Kickoff Meeting – Organize a kickoff meeting with City staff to share available information and knowledge, and discuss and/or confirm the City’s expectations, the project approach, project management and communication protocols, and the project schedule.

Task 1.2 Project Administration – Perform general project administration services, monthly invoicing, monthly updates for the project team (City and Consultant), maintaining the project schedule, and project coordination.

TASK 2 – PUBLIC ENGAGEMENT PLAN

The consultant will engage with at-large citizens and parks stakeholders. This will include the design of a public engagement plan, the design and analysis of citizen surveys, one or more community meetings or open houses, and regular consultation with stakeholders and advisory groups.

Task 2.1 Public Engagement Plan – Develop a Public Engagement Plan including an approximate timeline, general elements and desired outcomes of proposed events; general elements and desired outcomes of proposed surveys; processes and systems for evaluating feedback; and an explanation of how the proposed public engagement plan will achieve broad representation through a variety of opportunities for participation and feedback.

Task 2.2 Surveys –The consultant will review historical survey data provided by City and determine an appropriate plan for new survey questions and distribution. The consultant will be responsible for analyzing and summarizing the responses from the new surveys and integrating this with past survey data as appropriate.

Task 2.3 Consultation with Parks Stakeholders – The Technical Advisory Committee for the project will consist of the members of the Parks Committee and representatives from other interested parties that will be identified at a later time. The Consultant will meet and engage with the Technical Advisory Committee throughout the process as the Parks Master Plan is being developed. The Consultant must provide City Staff with sufficient time to review and comment on materials before being distributed to the Technical Advisory Committee.

Task 2.4 Consultation with Decision Makers – In addition to regular meetings with the Technical Advisory Committee, the Consultant will attend multiple City Council and Planning Commission joint work sessions. The Consultant will present the progress of the Parks Master Plan at key points in the project and seek feedback from the City Council and Planning Commission.

TASK 3 – MASTER PLAN DEVELOPMENT

The selected consultant shall provide the following services:

Task 3.1 Review Current Plan – Review the current City of Columbia City Parks Master Plan.

Task 3.2 Individual Park Evaluation – Work with City staff to evaluate the conditions, deficiencies, and operational challenges of each City park, trail, and open space property.

Task 3.3 Park System Evaluation – Evaluate the strengths and weaknesses of the overall park system.

Task 3.4 Service Level Evaluation – Evaluate current City service level standards and make recommendations for improvement.

Task 3.5 Operations, Maintenance, and Organizational Analysis – Conduct an operations, maintenance, and organizational analysis and make recommendations for improvement.

Task 3.6 Capital Improvement Plan – Prepare a Capital Improvement Plan for the improvements identified in the Individual Park Evaluation.

Task 3.7 Funding Strategy – Prepare an overall funding strategy for maintenance and improvements.

TASK 4 – FINAL STAGES AND ADOPTION

Task 4.1 Staff Review – Send a draft Parks Master Plan to City Staff for review and comment.

Task 4.2 Technical Advisory Committee Presentation – Present the draft Parks Master Plan to the Technical Advisory Committee for review and comment.

Task 4.3 Council Presentation – Present the draft Parks Master Plan to the Columbia City Council during a City Council meeting. The presentation should include a summary of the opportunities and results of the public engagement plan in addition to a summary of the proposed Parks Master Plan. The City Council is the final body of approval for adoption.

SECTION 3 – PROPOSAL FORMAT AND SUBMISSION

3.1 Proposal Submittal

Sealed proposals for the Parks Master Plan Update will be received by the City of Columbia City until March 11, 2025, at 3:00 PM (PST) at the address below. Proposals will not be accepted after this date and time. Please include five (5) hard copies of the proposal and one electronic copy emailed to the RFP Contact listed in Section 1.4. The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals or interviews. Proposals must be submitted in a sealed envelope and clearly marked as follows:

City of Columbia City
Attn: Kim Karber, City Administrator
RE: Proposal for RFP – Parks Master Plan Update
1840 Second Street
PO Box 189
Columbia City, Oregon 97018

3.2 Proposal Format

To provide a degree of consistency in review of the written proposals, the standard format for proposals is as follows:

- a) Page limit: 17 – Proposals exceeding the specified number of pages in Section 4 may be deemed non-responsive. Each side of the page is counted as one page for hard copy proposals printed double-sided.
- b) Font size: 11 or 12-point

3.3 Recycled Products Statement

Proposers shall use recyclable products to the maximum extent economically feasible in the preparation of proposals, and the selected Consultant shall continue the same practice in the performance of the contract work in accordance with ORS 279B.270

SECTION 4 – EVALUATION CRITERIA

	Evaluation Criteria	Maximum Pages	Maximum Score
1	Cover Letter	2	5
2	Statement of Qualifications (Mandatory)	1	Pass/Fail
3	Project Understanding & Approach	5	40
4	Proposed Schedule	1	20
5	Past Project Examples (three examples required)	6	20
6	Project Team Organization	2	15
	Subtotal	17	100
7	Interviews		100
	Total	17	200

4.1 Cover Letter

Provide an overview of the submittal, highlighting key points, understanding of important or critical issues and considerations for the project, and the unique experience that qualifies your firm to successfully complete the project. The letter should address the firm’s willingness and commitment, if selected, to provide the services and a description of why the proposer believes they should be selected.

4.2 Statement of Qualifications (Mandatory)

- a) The name of the firm, as well as, the signature, printed name and title, telephone and fax number, and email address of the officer authorized to represent the proposer in any correspondence, negotiations and sign any contracts that may result
- b) The address of the office that will be providing the service, project manager’s name, telephone number, fax number, and email address
- c) The Federal and State tax identification numbers, and the state of incorporation
- d) Indicate whether the proposer is a “Resident Bidder” as defined in ORS 279A.120

All fields on the Statement of Qualifications Form (SOQ) included in Appendix A must be filled out by proposer. By signing the Statement of Qualifications, Proposer certifies compliance with the tax laws of the State of Oregon or a political subdivision of the State of Oregon and provides a covenant to continue to comply with the tax laws of this state or a political subdivision of this state for duration of this contract. Proposals submitted without a complete and signed SOQ Form will be deemed nonresponsive.

4.3 Project Understanding & Approach

Provide a detailed narrative of consultants understanding and approach to the project, describing how consultant will complete all deliverables, and details about how each deliverable will be created, consistent with the City’s purpose and approach to this scope of work and project. Provide a detailed description of the issues perceived by the consultant that must be

addressed for this project to be successful, and Consultants' solutions for identified problems. Provide a high-level description of critical schedule elements to be addressed.

4.4 Proposed Schedule

A proposed project timeline that identifies tasks, milestones, and the estimated timeline for completing each task is required. Additionally, proposers are asked to include their availability to begin the work. The City desires the Parks Master Plan Update to be completed by February 16, 2026.

4.5 Past Project Examples

In order to receive points under this category, proposers must provide project descriptions of three (3) past projects of similar size and scope that exemplify proposers' qualifications. Please list the team member(s) that worked on the example projects. Each project description should include the following:

- a) Project name
- b) Agency name
- c) Budgeted and actual project costs
- d) Organizational reference contact
- e) Public-facing link to Master Plan document (if available)

4.6 Project Team Organization

Provide an overview of the consultants' project team highlighting their experience, qualifications, and technical capacities that are relevant to the project.

Briefly describe the team's key personnel and their experience, qualifications, and roles on this project.

- a) Describe your team's communication methods; provide an example of how this method provides benefit to the project team, and ultimately the City.
- b) Indicate the number of other projects that will be managed by the Project Manager during the time they would be assigned to the City's project.
- c) Provide a simple chart of the proposed project team structure.

Provide resumes for the project team's key members. Each resume should not exceed two (2) pages and must show the years of experience, licenses, certifications, and relevant project experience. **Resumes should be included in an appendix and do not count towards RFP page totals.**

4.7 Interview

Proposers do not need to provide a written response to this criterion.

- a) A minimum of three (3) evaluators shall score the interviews/follow-up questions.
- b) The interviews/follow-up questions will have a maximum score of 100 points.
- c) The number of Proposers selected for interviews/follow-up questions will be, to the greatest extent practicable, at least the two highest ranked proposers based on proposal scores.
- d) If the City elects to use follow-up questions as an alternative to interviews, questions will typically be sent via email to Proposer(s). Proposers' responses to the follow-up questions must be received by the City via email by the deadline provided.
- e) Interviews normally require physical attendance at City offices; however, the City may elect to conduct interviews virtually. Further details will be included with notification of the time and date of interviews to proposers selected for interviews.

SECTION 5 – CONTRACT REQUIREMENTS

5.1 General Contract Requirements

The Consultant will complete a standard contract in the form of a Personal Services Agreement, which shall incorporate the standard contract, scope of work, task list, work schedule, consultant’s schedule of rates, and certificates of insurance.

5.2 Payment

The City shall pay the Consultant(s) under contract for services performed based on the approved schedule of rates, the scope of work completed, and anticipated reimbursement expenses. The City will make monthly progress payments within thirty (30) calendar days following receipt of properly itemized invoices. Payment for extra work not described in the scope of work or task list will only be made when authorized in advance by the City Administrator or designee’s signature prior to such work being performed by the Consultant. If the Consultant anticipates that the fee will surpass the contract’s not-to-exceed figure because a task has changed and is outside the agreed upon scope of work, the Consultant shall notify the City Administrator in writing of the circumstances with an estimated amount that the fee is to be exceeded. The Consultant shall obtain written authorization from the City before exceeding the not-to-exceed amount. If the Consultant does work that exceeds the maximum fee amount prior to obtaining written authorization, the Consultant waives any right to collect that exceeding amount.

5.3 Insurance

The Consultant shall be required to provide Errors and Omissions, Professional Liability, Workers’ Compensation, General Liability, and Automobile insurance as required for compliance with the City’s standards for personal services contracts. All aforementioned policies, other than Workers’ Compensation and Professional Liability, shall include the City, its officers, employees, agents, and representatives as additional insureds with respect to the resulting contract with the City. Coverage will be endorsed to provide a “per project” aggregate.

5.4 Federal/State/Local Requirements

The Consultant shall comply with all Federal, State, and local laws, regulations, executive orders, and ordinances applicable to the work under the resulting contract. Additionally, the proposers agree to comply with the:

- a) Title VI of the Civil Rights Act of 1964
- b) Section V of the Rehabilitation Act of 1973
- c) The Americans with Disabilities Act of 1990 and ORS 659.425
- d) All regulations and administrative rules established pursuant to the foregoing laws
- e) All other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations

The Consultant will be subject to the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers' Compensation coverage for all employees working under the resulting contract. The City's programs, services, employment, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sexual orientation, sex, age, marital status, disability, or political affiliation.

Every public contract that is subject to ORS 279C must include a representation and warranty from the consultant that consultant has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. The public contract must also require a covenant from the consultant to continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract and provide that a consultant's failure to comply with the tax laws of this state or a political subdivisions thereof before the consultant executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

By signing the Statement of Qualifications Form (SOQ) required by this RFP, Consultant certifies compliance with the tax laws of the State of Oregon and its political subdivisions and provides a covenant to continue to comply with the tax laws of the State of Oregon and its political subdivisions for the duration of the contract resulting from this RFP.

APPENDIX A

A.1 Statement of Qualifications (SOQ) Form

A.2 Sample Contract

RFP - Parks Master Plan Update
Statement of Qualifications (SOQ)

Legal Business Name: _____

Form and State of Incorporation: _____

Registered DBA, if applicable: _____

Main Office Address: _____

Telephone Number _____

Email Address: _____

Federal and State Tax Identification Numbers: _____

Resident Bidder per ORS 279A.120 (Y/N): _____

Proposer acknowledges that ADDENDA NUMBERED _____ THROUGH _____ have been reviewed as part of this RFP (if applicable).

By causing this SOQ to be executed by the undersigned and delivered to the City, the proposer makes the following representations and warranties:

1. Proposer has read and understands the terms and conditions contained in the RFP, had the opportunity to protest any term or condition that it found unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFP, including, but not limited to the contract conditions.
2. Proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.
3. Proposer has not been listed by the Oregon Construction Contractor’s Board (CCB) or the Oregon Department of Administrative Services (DAS) as a person disqualified or ineligible to bid on or perform work under public contracts.
4. Proposer agrees to meet all requirements contained in the RFP if it is selected for award.
5. The undersigned is the duly authorized representative of proposer for all purposes relative to the submission of this SOQ.
6. Proposer has examined and accepts the contract terms in the attached sample contract.
7. Proposer hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.
8. Proposer agrees that its proposal is valid for sixty (60) days after the submission deadline.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

**CITY OF COLUMBIA CITY, OREGON
CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this ____ of _____, 2025, by and between the City of Columbia City, a municipal corporation, hereinafter referred to as the "City," and, _____ whose authorized representative is _____, and having a principal being a registered _____ in the State of Oregon, hereinafter referred to as the "Consultant."

RECITALS

WHEREAS, the City's Fiscal Year 2024-2025 budget provides for professional consulting services for the Parks Master Plan Update project; and

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

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

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

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

2. Effective Date and Duration. This agreement shall become effective upon the date of execution and shall expire, unless both parties agree to a written extension, upon completion of the work or February 16, 2026, whichever comes first. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. Consultant's Fee.

A. Basic Fee

- 1) As compensation for the contemplated Services described in Exhibit ____ of this Agreement, and for services required in the fulfillment of Paragraph 1, the Consultant shall be paid on an hourly rate based upon the "Schedule of Rates" in Exhibit ____ of this agreement, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall not exceed the amount of \$ _____ without prior written authorization.
- 2) The Parties to this Agreement expressly agree that the Basic Fee is based

upon the Scope of Services to be provided by the Consultant and is not necessarily related to the estimated construction cost of the Project, or duration of the work. In the event that the actual construction cost differs from the estimated construction cost, the Consultant's compensation will not be adjusted unless the Scope of Services to be provided by the Consultant changes and is authorized and accepted by the City.

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

C. Payment for Special Services. Prior to performing any services that are not contemplated under this Agreement, and the attached Exhibit ____, the Parties will agree to the scope in writing. The Consultant shall furnish the services based on the hourly rate schedule as described in Exhibit ____ of this contract for minor project additions and/or alterations, unless a separate payment rate or schedule is agreed upon and executed in writing.

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

E. Contract Identification. The Consultant shall furnish to the City its employer identification number (EIN), as designated by the Internal Revenue Service, or social security number, as the City deems applicable.

F. Payment – General.

- 1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. APPENDIX A.2 RFP #2022-03 18
- 3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the

purpose of providing or paying for such service.

4) The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

5) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.

6) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or their surety from obligation with respect to any unpaid claims.

4. Ownership of Plans and Documents: Records.

A. The field notes, design notes, and original drawings of the construction plans, as instruments of service, are and shall remain, the property of the Consultant; however, and if applicable, the City shall be furnished, at no additional cost, one set of previously approved reproducible drawings, printed on paper in a standard format as well as a digital format in “DWG” or “DXF” format, of the original drawings of the work. The City shall have unlimited authority to use the materials received from the Consultant in any way the City deems necessary.

B. The City shall make copies, for the use of and without cost to the Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

C. The Consultant shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Consultant at no additional expense to the City except as provided elsewhere in this Agreement.

5. Assignment/Delegation. Neither party shall assign, sublet, or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Consultant shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. Consultant is Independent Contractor.

A. The City’s project director, or designee, shall be responsible for determining whether

Consultant's work product is satisfactory and consistent with this agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Agreement.

B. Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this contract are employees of Consultant and not of City. Consultant acknowledges that Consultant and individuals Consultant contracts with are not entitled to benefits that would be available to a City Employee. Consultant shall be solely responsible for workers' compensation coverage for its employees and all other payments and taxes required by law.

C. The undersigned Consultant hereby represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any kind from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

D. If this payment is to be charged against Federal funds, Consultant certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his/her normal charge for the type of service provided.

E. Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity.

A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this contract will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of Consultant's profession under similar conditions and circumstances as well as the requirements of applicable federal, state, and local laws. Acceptance of Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for deficiencies, errors, or omissions.

B. Claims for other than Professional Liability. Consultant agrees and shall indemnify, defend, save and hold harmless the City of Columbia City, its officers, employees, agents,

and representatives from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, of whatsoever nature, including intentional acts resulting from or arising out of the activities of Consultant or its subcontractors, subconsultants, agents or employees in performance of this contract at both trial and appeal level, whether or not a trial or appeal ever takes place including any hearing before federal or state administrative agencies. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

C. Claims for Professional Liability. Consultant agrees and shall indemnify, defend, save and hold harmless the City of Columbia City its officers, employees, agents, and representatives from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, arising out of the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub RFP consultants, agents or employees in performance of professional services under this agreement. Any work by Consultant that results in a design of a facility that is not readily accessible to and usable by individuals with disabilities shall be considered a professionally negligent act, error, or omission.

D. As used in subsections 2 and 3 of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City in performance of this contract. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant in performance of this contract.

8. Insurance. Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover risks arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder. The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance. Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (CG 2010 1185 or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Fire Damage	\$ 50,000

B. Professional Liability. Consultant shall obtain, at Consultant’s expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission, or any negligent acts. Combined single limit per claim shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000 and filed on a “claims-made” form.

C. Commercial Automobile Insurance. Consultant shall also obtain, at Consultant’s expense, and keep in effect during the term of the contract (Symbol 1 or Symbols 8 and 9 as applicable) Commercial Automobile Liability coverage on an “occurrence” form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000. If Contractor operates a personally owned vehicle for business use under this contract, the Contractor shall obtain, at Contractor’s expense, and keep in effect during the term of the contract, business automobile liability coverage for all owned vehicles on an “occurrence” form. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

D. Workers’ Compensation Insurance. The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers’ compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer’s Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

E. Additional Insured Provision. All policies aforementioned, other than Workers’ Compensation and Professional Liability, shall include the City its officers, employees, agents, and representatives as additional insureds with respect to this contract. Coverage will be endorsed to provide a “per project” aggregate.

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

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

G. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days’ written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days’ notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating. Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. All policies of insurance must be written by companies having an A.M. Best rating of "A-VII" or better, or equivalent. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Self-Insurance. The City understands that some Contractors may self-insure for business risks and the City will consider whether such self-insurance is acceptable if it meets the minimum insurance requirements for the type of coverage required. If the Contractor is self-insured for commercial general liability or automobile liability insurance the Contractor must provide evidence of such self-insurance. The Contractor must provide a Certificate of Insurance showing evidence of the coverage amounts on a form acceptable to the City. The City reserves the right in its sole discretion to determine whether self-insurance is adequate.

J. Certificates of Insurance. As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required Certificates of Insurance have been received and approved by the City. The certificate will specify and document all provisions within this contract and include a copy of Additional Insured Endorsement. A renewal certificate will be sent to the address below prior to coverage expiration.

K. Independent Contractor Status. The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

L. Primary Coverage Clarification. The parties agree that Consultant’s coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

M. Cross-Liability Clause. A cross-liability clause or separation of insureds clause will be included in all general liability and commercial automobile policies required by this contract. A certificate in form satisfactory to the City certifying the issuance of such insurance will be forwarded to:

City of Columbia City
Attn: City Administrator
PO Box 189
1840 Second Street
Columbia City, Oregon 97018

Such policies or certificates must be delivered prior to commencement of the work. The procuring of such required insurance shall not be construed to limit Consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

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

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

11. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF COLUMBIA CITY:
Kim Karber, City Administrator
Email: kkarber@columbia-city.org
Phone: (503) 397-4010
Fax: (503) 366-2870
Address: PO Box 189
1840 Second Street
Columbia City, OR 97018

CONSULTANT:
Email:
Phone:
Fax:
Address:

When so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

12. Merger. This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the

terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

13. Professional Services. The City requires that services provided pursuant to this agreement shall be provided to the City by a Consultant, which does not represent clients with applications in the City. If Consultant represents Clients in other jurisdictions that have business in the City, Consultant needs to inform the City of that representation within seven (7) business days.

14. Force Majeure. Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, pandemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. Errors. Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

17. Extra Work (Changes). Only the City Administrator may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work. Changes or additions of work shall only be authorized in writing.

18. Governing Law. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the Columbia County Circuit Court, State of Oregon.

19. Compliance With Applicable Law. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including those set forth in ORS 279A, 279B, and 279C.

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

of the said terms of said proposal conflicting herewith.

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

22. Audit. Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Consultant agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

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

24. Representations and Warranties. Consultant represents and warrants to the City that:

A. Consultant has the power and authority to enter into and perform this Agreement.

B. This Agreement, when executed and delivered, is a valid and binding obligation of Consultant, enforceable in accordance with its terms.

C. Consultant (to the best of Consultant's knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:

- 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- 2) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;
- 3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and APPENDIX A.2 RFP #2022-03 27
- 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any intellectual property rights or such delivered to the City under this Agreement, and Consultant's services rendered in the performance of Consultant's obligations under this Agreement, shall be provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

25. Compliance with Tax Laws.

A. Consultant must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of the State of Oregon. For the purposes of this Section, “tax laws” includes all the provisions described in subsection 25.C. 1) through 4) of this Agreement.

B. Any violation of subsection A of this section shall constitute a material breach of this Agreement. Further, any violation of Consultant’s warranty, in subsection 24.C of this Agreement, that the Consultant has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle the City to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 1) Termination of this Agreement, in whole or in part;
- 2) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Consultant, in an amount equal to State’s setoff right, without penalty; and
- 3) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The City shall be entitled to recover any and all damages suffered as the result of Consultant's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement Consultant. These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

26. Complete Agreement. This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the Parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement shall control. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

CITY OF COLUMBIA CITY

CONSULTANT/CONTRACTOR

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Federal Employer Identification Number

SAMPLE