



CITY OF ALBANY, OREGON
PUBLIC WORKS – ENGINEERING

REQUEST FOR PROPOSALS

FOR

MS-20-01, AMERICANS WITH DISABILITIES (ADA) SELF EVALUATION AND TRANSITION PLAN FOR ACCESSIBILITY IN THE PUBLIC RIGHT-OF-WAY

Issue Date: June 18, 2020

Due Date: July 21, 2020, 2:00 p.m. (Pacific Time)

Public Works Engineering and Community Development Director..... Jeff Blaine, P.E.
City Engineer Staci Belcastro, P.E.

**For more information regarding this Request for Proposals,
Contact Staci Belcastro at 541-917-7645.**

CITY OF ALBANY

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PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be emailed by the time and date designated in the Request for Proposals (RFP). It is the responsibility of the Proposer to email the Proposal by the indicated deadline to the designated location. In response to COVID-19, NO Proposals will be taken in person or accepted via a delivery service (FedEx, UPS, USPS, etc.).

All Proposals must be received electronically in non-editable PDF format. The total size limit for each email submittal response must be less than 20 MB. An automated response will be generated back to the sender stating, "Proposal has been received by the City." If you do not receive a notification, contact Diane Murzynski at diane.murzynski@cityofalbany.net.

The following should be received to be considered responsive:

- Proposal Submittal
- Sample Consultant Agreement (Exhibit A)
- Non-Collusion and Conflict of Interest Certification (Exhibit B)
- Certification Statement for Corporations or Independent Contractors (Exhibit C)
- Consultant Representatives and Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Exhibit D)
- Certification of Insurance Requirements (Exhibit E)
- Signed Addenda (if applicable)

Changes made to this RFP per any issued Addendums will be updated with strikeouts, and new text or clarifications added in red print.

SECTION 1 – INTRODUCTION AND GENERAL INFORMATION

1.1 INTRODUCTION

This Request for Proposal (RFP) is the second step in a two-step process to select a qualified firm or individual (Consultant) with established experience in the development and implementation of a Self-Evaluation and Transition Plan for Accessibility in the Public Right-of-Way that fully complies with the requirements of the Americans with Disabilities Act (ADA) and the Public Right-of-Way Accessibility Guidelines (PROWAG). Only those firms identified in the Competitive Range as determined in the first phase of the Request for Qualifications (RFQ) may submit proposals in response to this RFP. The Consultant selection process consists of the following steps:

- A. Request for Proposal (RFP) Phase. In the second step of the selection process, the highest-ranking qualified consultants will be invited to respond to an RFP. In accordance with OAR 137-048-0220, this RFP will not be separately advertised and will only be provided to those Consultants identified on the short list following the evaluation of SOQs. A copy of the Sample Consultant Agreement is included.
- B. Consultant Selection. A competitive selection process will identify the top ranked consultant based on criteria outlined in the RFP. A Consultant will be selected based on the total score assigned by the selection review committee following evaluation of the technical proposals.
- C. Negotiate Contract. The City will negotiate a contract with the highest-ranked Consultant.
- D. Contract Award. A contract will be executed with the selected Consultant pending approval from the City Council.

1.2 BACKGROUND AND PROJECT INFORMATION

The City of Albany is the 11th largest city in Oregon, and the county seat of Linn County. The City is home to approximately 53,000 people and encompasses 17.7 square miles along the banks of the Willamette and Calapooia Rivers in the heart of the Willamette Valley. Albany recognizes that one of the characteristics of a truly great city is a commitment to ensuring all members of the community have equal access to public amenities. Development of an ADA Self-Evaluation and Transition Plan for Accessibility in the Public ROW establishes the City's ongoing commitment to provide equal treatment to those individuals with disabilities.

Title II of the ADA requires the City to complete an ADA Self-Evaluation and Transition Plan that:

- Designates a responsible person(s) to coordinate ADA compliance.
- Provides notice of ADA requirements.
- Establishes an ADA grievance procedure.
- Conducts a self-evaluation review of facilities, programs, and services.
- Develops a transition plan when accessibility deficiencies are identified in the self-evaluation.

This project will result in the completion of an ADA Self-Evaluation and Transition Plan to identify and address barriers within Albany's right-of-way, including, but not limited to: sidewalks, trails, sidewalk ramps, traffic signals, and transit stops. The Self-Evaluation and Transition Plan for Accessibility in the Public ROW will be incorporated into a comprehensive citywide ADA Transition plan that when completed will include chapters addressing City services, policies, programs and practices; City buildings; public facilities; and park programs and facilities.

At the City's discretion, and pending Council approval and the availability of adequate funding, the contract awarded to the Consultant selected through this RFP process may be amended to incorporate additional work to complete other chapters of the citywide ADA transition plan. However, there is no implied obligation or guarantee that the City will proceed beyond development of the ADA Self-Evaluation and Transition Plan for Public Rights-of-Way.

The following attachments are included with this RFP:

REQUEST FOR PROPOSALS

Exhibit A	Sample Consultant Agreement
Exhibit B	Non-Collusion & Conflict of Interest Certification
Exhibit C	Certification Statement for Corporations or Independent Contractors
Exhibit D	Consultant Representatives and Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Exhibit E	Certification of Insurance Requirements

SECTION 2 – PROCUREMENT REQUIREMENTS

2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Purchasing Coordinator will issue the Request for Proposals document. Proposals must be submitted in non-editable PDF format, to the following email procurement@cityofalbany.net by July 21, 2020, no later than 2:00 p.m.

The email subject line shall include the project number and name as follows: “MS-20-01, ADA Self Evaluation and Transition Plan for Accessibility in the Public Rights-of-Way”. NO Proposals will be taken in person or by appointment. Questions regarding this RFP should be directed as follows:

Submittal & Procurement Process Questions:

Diane M. Murzynski, CPPO

Purchasing Coordinator

Finance Department

Email: diane.murzynski@cityofalbany.net

Phone: 541-917-7522

Technical Questions/Scope of Work:

Staci Belcastro, P.E.

Project Manager

Public Works – Engineering Division

Email: staci.belcastro@cityofalbany.net

Phone: 541-917-7658

Proposals received after the specified date and time will not be given further consideration. Respondents submitting proposals are solely responsible for the delivery of their RFP and are encouraged to confirm delivery prior to the deadline.

2.2 RFP SCHEDULE

The City anticipates the following general timeline for receiving and evaluating proposals, selecting a Consultant, and completing contract negotiations. The schedule listed below may be changed if it is in the City’s best interest to do so.

ACTIVITY	DATE
Provide RFP to Selected Consultants	June 18, 2020
Date for Requesting Changes or Clarifications	June 30, 2020 – 12:00 p.m.
Last Day to Issue an Addenda	July 16, 2020 – 12:00 p.m.
RFP Due Date	July 21, 2020 - 2:00 p.m.
Evaluate Proposals	July 22, 2020 – July 28, 2020
Notice of Intent to Award	July 30, 2020
Protest Period Ends	August 6, 2020, 12:00 p.m.
Begin Contract Negotiations	August 7, 2020
Contract Award and Execution	August 26, 2020

Note - A pre-proposal meeting will not be held.

2.3 CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City of Albany reserves the right to make changes to the RFP by written addendum. Prospective Consultants listed in the Competitive Range will be notified by email of addenda.

A prospective Consultant may request a change in the RFP by submitting a request as set forth in Section 2.1 Issuing Office and Submittal Location. The request must specify the provision of the RFP in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted to the City of Albany no later than the date set in the RFP Schedule above.

The City of Albany will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the City’s opinion, additional information or interpretation is necessary, such information will be supplied in the form of an Addendum as stated above. Any addenda shall have the same binding effect as though

contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by City of Albany managers, employees, or agents to the prospective Consultants shall not bind the City of Albany.

1. All addenda, clarification, and interpretations will be delivered to prospective Consultants listed in the Competitive Range.
2. 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 request resulting from a delayed process, or requesting additional information, clarification.
3. Prior to submitting their Proposals, each Consultant shall ascertain they have 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.

2.4 COST OF PREPARATION OF RESPONSE

Costs incurred by any Respondent in preparation of a response to this RFP shall be the responsibility of the Respondent.

2.5 COMPETITION

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

2.6 TRADE SECRETS AND PUBLIC RECORDS LAW

All information submitted by Consultants shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposal for which Consultant requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the Proposal the Consultant requests exception from disclosure. Consultant shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City of Albany as a result of this RFP. If Proposals contain any information that is considered a trade secret under ORS 192.501(2), Consultants must mark each sheet of such information with the following legend: "This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." Consultant shall not mark the whole Proposal document "confidential." Any Proposal marked as a trade secret in its entirety will be considered nonresponsive.

2.7 CANCELLATION

OAR 137-048-0250 provides for cancellation, delay, or suspension or rejection of a solicitation when the cancellation, delay, suspension, or rejection is in the best interest of the City as determined by the City. The City of Albany reserves the right to cancel this RFP solicitation any time before the due date if cancellation is deemed to be in the City's best interest. In no event shall the City of Albany have any liability for the cancellation of this RFP.

2.8 LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

All Proposals that are not received by the deadline stated in the RFP Schedule will be considered late. Delays due to email or delivery handling, including, but not limited to delays within City of Albany's internal distribution systems, do not excuse the Respondent's responsibility for submitting the Proposals by the stated deadline. Respondents are encouraged to confirm receipt of their Proposal submittal.

Proposals that are not received by the deadline stated in the RFP Schedule will be considered late and determined nonresponsive. A Proposer's request for modification of a proposal, or withdrawal of a proposal received after closing date and time is late. The City shall not consider late proposals, late requests for modifications, or late withdrawals.

2.9 CONDITIONS OF SUBMITTAL

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

1. 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 of Albany, 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.
2. 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.
3. 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.
4. The Proposer has demonstrated quality experience providing the required consulting services.
5. The Proposer has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
6. The Proposer will comply fully with the scope of services for the agreed contract.
7. The Proposer can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.

2.10 PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

1. Proposers shall promptly notify the City of Albany of any ambiguity, inconsistency, or error, which they may discover upon examination of the Proposal Documents.
2. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request via email to Diane Murzynski, CPPO, Purchasing Coordinator, at diane.murzynski@cityofalbany.net.
3. The City of Albany 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.
4. Should any doubt or difference of opinion arise between the City of Albany 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 of Albany shall be final and binding upon all parties.
5. To the maximum extent allowed by law, the City may waive bid/proposal irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

2.11 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City of Albany services, programs, or personnel, or any other information shall be submitted in writing via email to Diane Murzynski, CPPO, Purchasing Coordinator, at diane.murzynski@cityofalbany.net. Answers shall be provided to all Proposers of record on the date that answers are available.

2.12 SOLICITATION PROTESTS AND REQUEST FOR CHANGE

Pursuant to ORS 279C.110(8), consultants may submit a written protest of any provision in an RFP and may request a change to any provision, specification or contract term contained in an RFP, no later than seven (7) calendar days prior to the date proposals are due unless a different deadline is listed in the RFP Schedule. Any protest must address the requirement, provision, or feature of this RFP or its exhibits, that the potential Proposer believes is ambiguous, unclear,

unfair, contrary to law or likely to limit competition. Such submittals shall be submitted by email to Diane Murzynski, CPPO, Purchasing Coordinator, at diane.murzynski@cityofalbany.net. Submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

2.13 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

1. The City of Albany reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a 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 nonresponsive and consequent rejection of the Proposal.
2. The City of Albany may obtain information from any legal source for clarification of any Proposal or for information on any Proposer. The City of Albany need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.
3. The City of Albany 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 of Albany, become part of the public records, and may be disclosed accordingly.
4. The City reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.
5. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award.
6. The City of Albany reserves the right to negotiate revisions to the final contract, as well as price, with the successful Proposer.
7. The City of Albany reserves the right to request revisions of proposals after the submission of proposals and before award.

2.14 REJECTION OF PROPOSALS

The City of Albany reserves the right to reject any or all Proposals for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in this RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City of Albany 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 of Albany that it is in the public interest to do so.

2.15 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

1. A Proposal may not be modified, withdrawn, or canceled by the Proposer for 120 calendar days following the time and date designated for the receipt of Proposals.
2. Proposals submitted early may be modified or withdrawn only by written notice by email to the City of Albany Purchasing Coordinator, at the Proposal submittal location, prior to the time designated for receipt of

Proposals. All such communications shall be so worded to not reveal the amount of the original Proposal or any other material contents of the original Proposal.

3. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided they are in full conformance with the proposal submittal instructions.

2.16 PROPOSAL OWNERSHIP

1. All Proposals submitted become and remain the property of the City of Albany 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.
2. 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 of Albany shall make available to any person requesting information through the City of Albany’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.

2.17 DURATION OF PROPOSAL

Proposal prices, terms and conditions shall be firm for a period of at least 120 calendar 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 120 calendar-day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

2.18 AFFIRMATIVE ACTION

The Proposer agrees to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS); and all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the City.

2.19 PAY EQUITY COMPLIANCE

As required by ORS 279C.520, all proposers must comply with ORS 652.220 and shall not unlawfully discriminate against any of their employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Proposer’s compliance with this section constitutes a material element of this contract and a failure to comply constitutes a breach that entitles the City to terminate this contract for cause.

Proposer may not prohibit any of Consultant’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Proposer may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

2.20 CERTIFICATION OFFICE FOR BUSINESS INCLUSION AND DIVERSITY (COBID)

The Oregon Business Development Department, through the Certification Office for Business Inclusion and Diversity, is the sole agency that may certify enterprises and businesses as disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that a service-disabled veteran owns, and emerging small businesses that are eligible to perform public contracts in this state. Consultant agrees not to discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

2.21 SUBCONSULTANT

In all solicitations either by competitive bidding, proposals, or negotiation made by the successful proposer for work to be performed under a subconsultant, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the successful proposer of the Proposer's obligations under this contract, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

2.22 INDEPENDENT CONTRACTOR (ORS 670.600)

The Proposer shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFP. The parties intend that Consultant, in performing the services specified in this contract, shall act as an independent contractor, and shall have the control of the work and the manner in which it is performed. Consultant is not considered an agent or employee of the City of Albany and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Albany provide its employees.

2.23 TIES AMONG PROPOSERS

If the City selects a Consultant on the basis of qualifications alone and determines after the ranking of Proposers that two or more Proposers are equally qualified, the City may select a consultant through any process that the City believes will result in the best value for the City taking into account the scope, complexity and nature of the services (OAR 137-048-0230). The process is designed to instill public confidence through ethical and fair dealing, honesty and good faith by the City and Proposers and shall protect the integrity of the Public Contracting process. Once a tie is broken, the City and the selected Proposer shall proceed with negotiations under OAR 137-048-0220(4)(e).

2.24 COMPLIANCE WITH STATE OF OREGON LAW

By submitting a response to this solicitation, Proposer agrees that any terms and conditions stated within any Agreement awarded as a result of this solicitation shall include the following laws of the State of Oregon (if applicable) and are hereby incorporated by reference into the Agreement: ORS 279C.505, 279C.510, 279C.515, 279C.520, 279C.530, 279C.545, and 279C.580.

2.25 NOTIFICATION OF INTENT TO AWARD

Responsive Proposers to this RFP will be notified of the Selection Review Committee's recommendation and the City's intent to award an agreement not less than seven days prior to award of agreement. The notice of intent to award an agreement will be directed to the person who has signed the Proposal on behalf of the Proposer.

2.26 PROTEST OF CONSULTANT SELECTION

All protests must be received no later than 12:00 p.m., seven (7) days after the notification of consultant selection. Protests shall be submitted via email to Diane Murzynski, CPPO, Purchasing Coordinator, at diane.murzynski@cityofalbany.net. The City shall not consider a Proposer's protest submitted after the above timeline.

Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. Protests not filed within the time specified, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based, shall be dismissed. Disagreement with the scoring by the selection review committee may not be protested.

A Proposer may protest the selection as defined in OAR 137-048-0240(2) and ORS 279C.110(8). The Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the services and the City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of OAR 137-048-0220.

2.27 AGREEMENT

The Successful Proposer will be required to sign an Agreement to deliver to the City at a cost negotiated or cost proposed, the scope of services and conditions set forth herein, and an agreed upon Statement of Work. It is the City's intent to award an Agreement in substantially the form of the sample Agreement attached to this RFP document.

2.28 NOTICE TO PROCEED

Work under the Agreement may not begin until the Notice to Proceed has been issued. The City will issue the Notice to Proceed after execution of the Contract. The Notice to Proceed will state the date work under the Agreement shall begin.

2.29 RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.125, requires public contracting agencies, in determining the lowest responsible Proposer, to add a percent increase to each out-of-state Proposer's bid price which is equal to the percent of preference given to local Proposers in the Proposer's home state. The list prepared and maintained by the Oregon Department of Administrative Services pursuant to ORS 279A.120(4) will be used to determine whether the nonresident Bidder's state gives preference to in-state Bidders and the amount of such preference. For details, check Oregon's Reciprocal Preference Law website at: <https://www.naspo.org/reciprocity1>. Proposers in need of any assistance in the application of this law should contact the State Procurement Office: State of Oregon, Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285, telephone: 503-378-4642.

2.30 COLLUSION

A Proposer submitting a Proposal hereby certifies that no officer, agent, or employee of the City of Albany has a financial interest in this proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

SECTION 3 – SCOPE OF WORK

3.1 GENERAL SCOPE OF WORK

Programs, activities, services, and facilities offered by the City of Albany to the public must be accessible for people with and without disabilities. The ADA Self-Evaluation and Transition Plan for Accessibility in the ROW is intended to identify accessibility barriers in the ROW and develop a plan to address barriers. The Transition Plan is intended to be a living document that is updated as barriers are removed, and as new facilities come under ownership or control of the City.

The general scope of work is provided as a framework to give Proposers an understanding of the consulting services the City is seeking to meet its obligations under Title II of the ADA. Work will result in the completion of a comprehensive Public Right-of-Way ADA Self Evaluation and Transition Plan meeting federal and state requirements. The plan will identify barriers within the right-of-way, at marked on-street parking locations, and at City managed transit stops. The project will include a process for involving people with disabilities in the preparation of the plan. The work will ultimately culminate in the production of an acceptable ADA Transition Plan for Rights-of-way that will identify barriers, recommend barrier removal actions, provide planning level costs for removing barriers, and include a priority list of improvements and a timeline for completion of needed improvements or modifications.

The work anticipated will generally include, but not be limited to, the following:

1. Project Management and Supporting Services
2. Develop Project Schedule
3. Review Public Works Engineering Standards and Standard Construction Specifications for compliance with ADA; identify if any exist that are discriminatory to people with disabilities.
4. Conduct Self-Evaluation to identify barriers in the public right-of-way that limit accessibility. Facilities include, but are not limited to, crosswalks, pathways, sidewalks and curb ramps, marked on-street parking, furniture, transit stops, and traffic signals. The City does not have an inventory of facilities in the ROW. The following is the best information the City has approximating facilities in the ROW:
 - i) 83 Transit Stops
 - ii) 232 miles of sidewalk
 - iii) 1,835 street intersections
 - iv) Marked on street parking is limited to our downtown core, ~ 12 blocks
 - v) 21 intersections with pedestrian pushbuttons
5. Develop a project database and mapping using GIS or AutoCAD
6. Engage Stakeholders
7. Prepare and Present Findings. Consultant shall attend an estimated three (3) meetings with City staff and City Engineer's citizen ADA advisory group, including an initial kick-off meeting. Interim progress meetings shall be at 75% and 100% completion. Consultant shall attend and present the ADA Transition Plan to the City Council at a public meeting.
8. Prepare Transition Plan to meet all requirements of Title II of the ADA. Include at a minimum, the following components:
 - i) Methodology for evaluating barriers and prioritization of barrier remediation
 - ii) Remedial action required for compliance
 - iii) A summary of costs for remediation
 - iv) Recommended Phasing and timeline for improvements
 - v) Prioritization recommendations for barrier removal

- vi) Implementation schedule with prioritization
- vii) Summary of public participation and outreach
- viii) Procedures and forms for monitoring and reporting implementation and compliance efforts
- ix) Procedures and forms for performing evaluations of additional barriers
- x) Establish ADA grievance procedures
- xi) Procedures and forms for filing Request for Accommodation

3.2 PROJECT SCHEDULE AND TIMELINE

The City expects the Proposer selected for award of contract to start work as soon as a contract is executed. Refer to Exhibit A for the City's Consultant Agreement. The City reserves the right to add or delete services based on the availability of project funding.

Specific dates for events and deliverable timelines will be determined after the selection of the Consultant and outlined in the Statement of Work. The Consultant will propose a detailed Project Schedule and an explanation of how the Consultant will meet the Project requirements and desired timeline.

3.3 PROJECT MANAGEMENT

The City reserves the right to require written status reports (no more than twice per month) to verify Project progress, any Project Schedule or budget changes, and to document/discuss any other issues that may affect successful on-time and on-budget Project implementation.

3.4 WORK PERFORMED BY CITY AND OTHERS

The selected Proposer will coordinate with the City to implement the Project Schedule. Any specific duties the City will perform for the Project shall be identified by the Consultant. Proposals should reflect a coordinated approach and should specify the type and level of support anticipated from City staff. At all times, the City will do its utmost to provide timely responses regarding all Project issues and questions that might arise.

SECTION 4 – PROPOSAL REQUIREMENTS, SELECTION CRITERIA, AND EVALUATION

4.1 GENERAL INFORMATION

In responding to this Request for Proposals (RFP), Consultant shall indicate their general interest in the project, overall approach to the work required, expertise and background, and shall identify the key members of the project team, including any subconsultants. In addition, the Consultant is asked to provide detailed information regarding the project to demonstrate their specific understanding of the project and the knowledge base and experience the firm brings to properly execute the work required. This demonstration of abilities and capabilities should include a description of the intended project approach, including a project schedule.

Based on the submitted information, a Consultant will be selected using the criteria indicated in this RFP. Following consultant selection, negotiations will begin on a detailed statement of work and fee for services.

4.2 PROPOSAL INSTRUCTIONS

Failure to comply with these instructions may result in the rejection of the Proposal.

1. Proposals, and required submittals, must be provided via email in non-editable PDF format. Pages in document should be letter-sized (8.5" x 11"); margins at least ½ inch on all sides; font size should be no smaller than 11.
2. The maximum total number of pages in the proposal response should not exceed ten (10) pages. A cover, title page, or table of contents do not count towards the total page limitation if a Proposer chooses to include them with the Response.
3. Proposal should include a one-page Introductory Letter, which does not count against the total page limitation.
4. Proposal should include resumes, which do not count against the total page limitation.
5. Proposal should include signed addenda if applicable, which do not count against the total page limitation.
6. Proposal must be submitted in a non-editable PDF format. Total size limit for each email submittal response must be less than 20 MB.

4.3 PROPOSER REPRESENTATIONS

The Proposer agrees to examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits, and bonds, if required; comply fully with the scope of services for the agreed contract; and ensure any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

4.4 JOINT PROPOSALS

If Proposer is a partnership or joint venture, information must be provided for each partner or joint ventures, and each partner or joint ventures must sign the Proposal and any contracts on behalf of both itself and the Proposer, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the Proposal setting forth the business and service delivery agreements between the parties.

4.5 PROPOSED PROJECT TEAM

The Proposer shall acknowledge and agree that if selected, the Proposer is entering into this contract because of the special qualifications of the Proposer's key personnel. In this contract the City is engaging the expertise, experience, judgment, and personal attention of key personnel. The Proposer shall not reassign or transfer the key personnel to other duties or positions without notifying the City. In the event a replacement of key personnel is necessary, the replacement must be acceptable to the City. Proposer will provide City with key personnel who have experience with the Proposer's company and services. The City shall have the right to interview, review the qualifications of, and

approve or disapprove any proposed change in key personnel. If an agreement cannot be reached, the City reserves the right to terminate the contract with the Consultant.

4.6 SELECTION PROCESS

The Consultant selection process will be based on the provision of a written proposal response to this RFP. Each Proposal will be evaluated on the completeness and quality of content. Selection of qualified Consultants will be in accordance with OAR 137-048-0220 and as set forth in the RFP. Proposers must meet the requirements and demonstrate the necessary experience and professional qualifications to complete the project with the essential staff on time and within budget and provide the required services in an efficient and cost-effective manner to the City. The City intends to contract for the “best value” consulting service that offers the desired level of quality at a reasonable price.

The City reserves the right to reject any or all proposals and is not liable for any costs the Proposer incurs while preparing the proposal. Upon the completion of the evaluations, the City intends to negotiate a contract with the Proposer whose proposal best meets the City’s expectations for providing the highest quality deliverables.

4.7 SELECTION REVIEW COMMITTEE

The Selection Review Committee will be comprised of at least three (3) City representatives. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award. The City may also seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings and Proposer interviews and lend any such expertise to the process as requested by the City. However, any such person contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed have communications with any Proposers regarding their proposals or the process.

Scoring will be completed covering all areas listed below in the Evaluation Criteria. Proposals must provide a concise description of the Proposer’s ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. The City is seeking value from the service requested.

4.8 EVALUATION CRITERIA

The criteria listed below will be used to evaluate and score the Proposals to determine the apparent successful Proposer. 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. Total possible points will be 100.

Each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. The evaluators shall meet and share their key findings from the Proposals. Each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. The Selection Review Committee may request clarification related to the Proposal response. If additional information is deemed necessary as part of the evaluations, such information will be solicited to complete the evaluation process.

At the City’s option, interviews may be conducted with all or a select few of the Proposers after the Proposals are evaluated. The Selection Review Committee may interview the Proposers and ask additional questions related to the proposal and the scope of work. The City will schedule the time of the interviews, potentially held by GoTo Meeting, on the dates indicated in the RFP Schedule, but dates and times may be revised. If the City decides to interview Proposers, a possible 50 points may be attributed, but interview scores may be weighted at 25% at the City’s discretion.

Evaluation factors and the maximum points to be awarded will be as follows:

A.	Introductory Letter	0
B.	Experience & Qualifications, and Project Team	45
C.	Project Understanding and Approach	40
D.	Project Schedule	15
TOTAL POINTS AVAILABLE		100

- A. Introductory Letter (Pass/Fail).** These requirements will not be scored. Failure to meet these qualifications may render the Proposal nonresponsive.
1. This letter shall specifically stipulate that the Consultant accepts all terms and conditions contained in the RFP and supporting documents, which includes the contract terms of the attached Sample Consultant Agreement. Otherwise, exceptions to the agreement must be submitted by the Consultant with their Proposal response and included in the Introductory Letter.
 2. The letter shall name the person(s) authorized to represent the Consultant in any negotiations and the name of the person(s) authorized to sign any contract that may result.
 3. The letter should specify if Proposer is exempt from providing Workers' Compensation in the Introductory Letter.
- B. Experience, Qualifications, and Project Team (45 Points).** A capable, dedicated project team is crucial to any successful project. The Consultant's team must be identified, along with its full capabilities relevant to the project at hand.
1. **Experience and Qualifications.** Provide a profile of the firm and include number of years in continuous operation. Describe firm's recent experience in completing at least three (3) ADA self-evaluations and transition plans similar in size and scope to that proposed for this project. When citing specific examples, always clarify the following:
 - i. The name, location, client entity, size, and scope of project, and year of completion of the project.
 - ii. Project references should include the names, position or role, and current contact information for client representatives or other persons who are familiar with your firm's work and performance on the project.
 - (i) Project cost data, quality of work, ability to meet schedules, cost control, and contract administration.
 2. **Project Team.** The Consultant's team must be identified, along with its full capabilities relevant to the project at hand. The team shall include and clearly identify the use and specific tasks to be performed by any subconsultants and/or the City. The basic question is how well the team's qualifications and experience relate to the requested services. Information to be provided includes:
 - i. An organizational chart that highlights the key personnel that will be assigned to the work should your firm be selected to provide the services outlined in the RFP.
 - ii. Name of team members who will be performing the work on the project, their responsibilities, and estimate of percent of total project days they will be assigned.
 - iii. Project Manager's experience with similar projects and interdisciplinary teams.
 - iv. Current assignments and location of all key team members.
 - v. Qualifications and relevant experience of all team members for all phases of the project.
 - vi. Qualifications and relevant experience of subconsultants.
 - vii. Staffing availability to perform the work for the duration of the contract.

It is the City's expectation that the Consultant's key personnel and project team identified in the Proposal Response shall be the same team used once the project is initiated unless changes are negotiated between the City and the Consultant prior to final contract execution.
- C. Project Understanding and Approach (40 Points).** This evaluation component will allow the City to assess the Consultant's understanding of the professional services that are requested and need to be provided for a successful project. Consultant should present a clear and concise understanding of the overall project and its objectives based on the available information. Consultant should list and describe the significant issues and concerns that need to be addressed. Other potential issues the Consultant believes should be considered or addressed should be presented in the Consultant's proposal, along with any innovative or unique solutions.

Include various general and/or specific tasks the Consultant recommends are important for prudent management and sequencing of the tasks required for a successful project.

- D. Project Schedule (15 points).** Provide as detailed as possible, a proposed project schedule and phasing of the work.

Include a Gantt chart to reflect the proposed timeline by date, Project Team member, hours, and task.

4.9 RANKING OF PROPOSALS

Proposals may be ranked by the Selection Review Committee based on evaluation of responses and interviews (if applicable), 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. Any Proposer's response to this RFP shall be considered de facto permission to the City of Albany to disclose the results when completed to selected viewers at the sole discretion of the City of Albany.

4.10 NEGOTIATIONS

The City may commence negotiations with the highest ranked, eligible Proposer. The City may negotiate: (a) the statement of work; (b) the contract price as it is affected by negotiating the statement of work; and, (c) any other terms and conditions reasonably related to and expressly authorized for negotiation in the RFP or addenda thereto, or alternative terms and conditions that are reasonable and declared by Proposer within their proposal response to be considered for negotiation.

After the evaluation process is complete, the City will notify Proposers of its intent to award to the most qualified Proposer. The City will attempt to reach a final agreement, including a detailed scope of work, project schedule, and fee schedule with the most qualified 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 most qualified Proposer. The negotiation process may continue in this manner through successive Consultants until an agreement is reached or the City terminates the consultant contracting process. (ORS 279C.110) (OAR 137-048-0220 (4)(d))

SECTION 5 – CONTRACT REQUIREMENTS

5.1 CONTRACT AWARD

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFP, Exhibits, Proposer's Response, Clarifications, Addenda, and Statement of Work. All such materials constitute the Contract Documents. The Issuing Office is the sole point of contact for the issuance and compliance of the contract and insurance. The contract shall be substantially in the form of the sample Consultant Agreement, Exhibit A.

The Proposer must indicate a willingness to negotiate a contract in a timely, reasonable manner with the City. The City reserves the right to negotiate with the second-ranked Proposer if the contract negotiation attempts are unsuccessful with the apparent successful Proposer.

The Proposer should indicate there is no conflict of interest or collusion on the part of the Proposer's submission of a proposal for the consulting services being solicited under this RFP, see Exhibit B, Non-Collusion and Conflict of Interest Certification. If a potential conflict could be perceived to exist, then attach a letter of explanation disclosing the potential conflict or relationship.

The Proposer hereby agrees to accept the contract terms of the attached Consultant Agreement unless exceptions to the contract are submitted by the Proposer with their Proposal Response within the Introductory Letter.

5.2 INSURANCE REQUIREMENTS

The successful Proposer must be covered by Workers' Compensation Insurance, which will extend to and include work in Oregon. If Proposer is exempt from Workers' Compensation, Proposer should indicate they are exempt from workers' compensation within the Introductory Letter of the Proposal Response.

Proposer must submit documents certifying they can meet City insurance requirements: Commercial General Liability Insurance, Automobile and Collision Insurance, and Professional Liability. An overview of the Insurance Requirements is provided in Exhibit E. Proposers must submit Exhibit E to acknowledge and accept the insurance requirements noted herein.

The Proposer shall demonstrate willingness to contract and the ability to provide a Certificate of Insurance and additional insured endorsement reflecting the Insurance Requirements within ten days of the Notice of Contract Award. If Proposer does not provide the required insurances, the City may elect to negotiate a contract with the second-ranked Proposer.

SECTION 6 – DEFINITIONS**6.1 DEFINITIONS**

The following definitions are as used in these documents, except where the context otherwise clearly requires:

1. **Americans with Disabilities Act or ADA** is civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public.
2. **City or Owner** means the City of Albany, Oregon.
3. **Competitive Range** means those Respondents whose proposals have a reasonable chance of being selected for award. The determination must consider the evaluation criteria and the basis for award as stated in the RFP. The City will evaluate and score each Statement of Qualifications on the criteria listed in the Request for Qualification. After scoring is completed, the City will identify a competitive range of the highest-ranking Respondents that will be invited to participate in the Request for Proposal phase.
4. **Consultant or Respondent or Proposer** is the firm or individual responding to the RFQ which has undertaken to perform the work subject of this Contract and by whom or on whose behalf the Contract is signed.
5. **Contract** is all written documents existing at the time of execution of the Consultant Services Agreement and setting forth the obligations of the parties including the Request for Qualifications (RFQ), Response to RFQ, Request for Proposals (RFP), Proposal Response, Negotiated Fee Proposal, Non-Collusion and Conflict of Interest Certification, and other attachments or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in the Contract Documents enumerated above.
6. **Public Right-of-Way Accessibility Guidelines or PROWAG** recommended best practices and can be considered the state of the practice that could be followed for facilities in the Public Right-of-Way that are not fully addressed by the present ADA standards.
7. **Protected Class** means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age.
8. **Responsible Proposer** means a person who has submitted a proposal and meets the standards set forth in OAR 137-047-0640 or 137-049-0390 and has not been debarred or disqualified by the City.
9. **Responsive Proposal** means a proposal that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements.

EXHIBIT A – *SAMPLE* CONSULTANT AGREEMENT
STANDARD TERMS AND CONDITIONS
FOR AGREEMENT TO FURNISH CONSULTING SERVICES
TO THE CITY OF ALBANY, OREGON

ARTICLE I: SCOPE

For consideration set forth in Article V, the firm of _____, a professional consulting engineering firm, hereinafter referred to as CONSULTANT, agrees to provide professional consulting services to the City of Albany, Oregon, a municipal corporation, hereinafter referred to as CITY, for the MS-20-01, ADA Transition Plan for Public Rights-of-Way.

This Agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the following Order of Precedence: Contract Amendments, Standard Terms and Conditions, Statement of Work, Negotiated Cost, Deliverable Schedule and related Gantt Chart (sequence of work, duration of task, and scheduled key milestone dates), Addenda and Clarifications, Request for Proposals, including Attachments, and Proposal Response.

The CITY shall assist the Consultant by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein. In the event of a conflict between the attachment(s) and this document, the terms of this document shall control. Unless modified in writing as set forth in Article II by the parties hereto, the duties of the Consultant and the City shall not be construed to exceed those services and duties specifically set forth in this Agreement. In consideration of the mutual promises contained herein, it is agreed to as follows, and is effective upon its execution by and between both parties hereto.

ARTICLE II: MODIFICATIONS

CITY or CONSULTANT shall not make modifications in the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE III: RESPONSIBILITIES OF THE CONSULTANT

- A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Standard of Care. CONSULTANT will provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement. CONSULTANT shall, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent.
- C. Key Personnel. _____ shall serve as the lead consultant as described under the terms of this Agreement. CONSULTANT acknowledges and agrees that the City selected Consultant for award of the contract because of the special qualifications of Consultant's key personnel. CONSULTANT shall not reassign or transfer key personnel to other duties or positions such that they are no longer available to provide City with the expertise, experience, judgment, and personal attention at the level proposed without first obtaining the City's prior written consent to such reassignment or transfer. The City shall have the right to interview, review the qualifications of, and approve or disapprove any proposed change in key personnel.

- D. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation of these cost estimates, CONSULTANT will apply its experience and judgment.
- E. Documents/Work Products Produced. CONSULTANT will prepare and furnish all design, bid, and contract documents necessary for completion of the duties listed in Article I and the construction of the project. CONSULTANT agrees that all documents and work products produced by Consultant in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of the City, with an unlimited, royalty free license for City use, and shall be provided to the City upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Record Drawings Preparation. CONSULTANT will prepare a set of record drawings for the project, which will include the changes made in materials, equipment, locations, and dimensions of the work. CONSULTANT will provide one full-size set of record drawings to the City.
- G. Record Retention and Review. CONSULTANT agrees to preserve and maintain for six years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to Consultant in the course of the performance of his duties under the terms of this contract. CONSULTANT further agrees that the City, or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.
- H. Ownership of Documents. Upon completion of this agreement, all design, contract, bid, and record drawings and documents, including computer disks, shall become the property of the City. The CITY will exercise discretion in any re-use of said documents and agrees to hold harmless Consultant for any application of documents for any purpose other than the originally intended use.
- I. Compliance with Law. CONSULTANT covenants and agrees to comply with all the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A, B, and C, as though each obligation or condition were set forth fully herein. If the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, CONSULTANT further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state, federal, and local requirements applicable to the City of Albany for projects of the type in question. If any provision of this Agreement shall be deemed to be not in compliance with any statute or rule of law, such provision shall be deemed modified to ensure compliance with said statute or rule of law.
- J. Oregon Workers' Compensation Law. CONSULTANT, its subconsultants, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, unless such employers are exempt under ORS 656.126. Consultant shall ensure that each of its subconsultants complies with these requirements.
- K. Oregon Identity Theft Protection Act. CONSULTANT, and its subconsultants agree to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- L. Taxpayer Identification Number. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the City's obligation to make payment. If the Consultant fails to complete and return the W-9 to the City, payment to Consultant may be delayed, or the City may, in its discretion, terminate the Contract.
- M. ACH Direct Payment Authorization. The City prefers to pay Consultant invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONSULTANT must complete the City's ACH Vendor Direct Payment Authorization Form available on the City website at http://www.cityofalbany.net/images/stories/finance/eft_form.pdf. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).

- N. Pay Equity Compliance. As required by ORS 279C.520, CONSULTANT shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Consultant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Consultant's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause.
- O. Preference for Recycled Materials. As required by ORS 279A.125, CONSULTANT will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent.
- P. Compliance with Tax Laws. CONSULTANT certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

ARTICLE IV: RESPONSIBILITY OF CITY

- A. Authorization to Proceed. CITY shall authorize Consultant upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities, and Property. CITY shall comply with reasonable requests from Consultant for inspection or access to City's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. Timely Review. CITY shall examine all studies, reports, specifications, proposals, and other documents presented by Consultant, obtain advice of an attorney, accountant, auditor, and other Consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of Consultant.

ARTICLE V: COMPENSATION

CITY agrees to pay for the services in Article I in accordance with the compensation provisions in the attached Statement of Work and Cost and Deliverable Schedule. City project manager will approve work completed and progress payments in compliance with the Negotiated Deliverable Schedule.

Invoices shall be directed to the City of Albany, Attention: Accounts Payable, P.O. Box 490, Albany, OR 97321. Invoices may be emailed to: accountspayable@cityofalbany.net.

If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. City has the right to appeal or ask for clarification on any Consultant billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.

Notwithstanding anything in this Agreement to the contrary, the City's obligation to pay money beyond the current fiscal year shall be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other officer charged with the responsibility for preparing the City's annual budget shall include in the budget for each fiscal year the amount of the City financial obligation payable in such year and the City Manager or such other officer shall use his/her best efforts to obtain the annual appropriations required to authorize said payments.

ARTICLE VI: INDEMNIFICATION

The CONSULTANT agrees to indemnify, defend, and hold harmless the City, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of the Consultant, its officers, employees, or agents.

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, the CONSULTANT shall furnish the City a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A-VII or approved by the City. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the City. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. Automobile Liability: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. Workers' Compensation Insurance: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. Professional Liability Insurance: Insurance on an occurrence or claims made basis with 24-month tail coverage.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability:
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Personal Injury
 - \$3,000,000 General Aggregate
 - \$3,000,000 Products/Completed Operations Aggregate

The General Aggregate and Products/Completed Operations Aggregate shall apply separately on a “per project basis”.

2. Automobile Liability: \$2,000,000 Per Occurrence
3. Employers Liability:
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease Aggregate
 - \$1,000,000 Disease Each Employee
4. Professional Liability:
 - \$2,000,000 Per incident/Claim
 - \$2,000,000 Annual Aggregate

C. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the City, its officers, employees

and agents; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to name City of Albany and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to Consultant's or any subconsultant's activities being performed under the Agreement. The Certificate of Insurance must include the additional insured endorsement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- 2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, or agents.
- 3) Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive by endorsement, all rights of subrogation against the City of Albany, its officers, employees, and agents for losses arising from work performed by the Consultant for the City.

ARTICLE VIII: ASSIGNMENT

This Agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.

Use of subconsultants by the Consultant or subsidiary or affiliate Firms of the Consultant for technical or professional services shall not be considered an assignment of a portion of this Agreement, and the CONSULTANT shall remain fully responsible for the work performed, whether such performance is by the Consultant or subconsultants. No subconsultants shall be used without the written approval of the City. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

ARTICLE IX: INTEGRATION

These terms and conditions and the attachments represent the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article II.

ARTICLE X: SUSPENSION OF WORK

The CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. The CONSULTANT may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. The CONSULTANT may suspend work on the project in the event the City does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: EARLY TERMINATION OF WORK

- A. The CITY may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
- B. Either party may terminate this Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach,

its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Agreement is terminated.

- C. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION

- A. If the City terminates pursuant to Article XI(A), the CITY shall pay the Consultant for work performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- B. If the City terminates pursuant to Article XI(B), the City is entitled all remedies available at law or equity. In addition, CONSULTANT shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- C. If the Consultant justifiably terminates the Agreement pursuant to Article XI(B), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- D. If the City's termination under Article XI(B) above was wrongful, the termination shall be automatically converted to one for convenience and the CONSULTANT shall be paid as if the Agreement was terminated under Article XI(A).
- E. In the event of early termination, the Consultant's work product before the date of termination becomes property of the City.
- F. In the event of termination, CONSULTANT shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONSULTANT shall be compensated for work actually performed prior to the date of termination plus work required for filing and closing as described in this Article.
- G. Upon termination, CONSULTANT shall provide to the City all work products, material, documents, etc., gathered or compiled, related to the project, whether in Consultant's possession at the time of termination or received later.

ARTICLE XIII: NOTICES

All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, email followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

City:

M. Sean Kidd
City Attorney
260 Ferry Street SW, Suite 202
Albany, Oregon 97321

With copy to:

City of Albany
Attn: Peter Troedsson, City Manager
P.O. Box 490
Albany, Oregon 97321

ARTICLE XIV: FORCE MAJEURE

Neither the CITY nor the CONSULTANT shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XV: DISPUTE COSTS

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award

of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XVI: CONFLICT AND SEVERABILITY

In the event of any inconsistency between the terms of this Agreement and the terms listed in any additional attachments to this Agreement, the terms of this Agreement shall control. Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

ARTICLE XVII: CONSTRUCTION

The Parties acknowledge that the parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the CONSULTANT agrees as follows: The CONSULTANT will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE XIX: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in the Circuit Courts in and for Linn County, Oregon.

ARTICLE XX: EFFECTIVE DATE

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement and the other party may inscribe that date as the date associated with the signing party's signature; provided, however, if only one party dated this Agreement, then such date is the date of this Agreement.

ARTICLE XXI: ELECTRONIC SIGNATURES

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law.

CONSULTANT:

CITY OF ALBANY, OREGON:

Date: _____

Date: _____

By: _____

By: _____

Title: _____

Jeff Blaine, P.E., Public Works Engineering
and Community Development Director

By: _____

Title: _____

Mailing
Address: _____

APPROVED AS TO FORM:

By: _____

M. Sean Kidd, City Attorney

Telephone: _____

Fax: _____

Tax Identification No. (if incorporated)

Social Security No. (if individual)

EXHIBIT B – NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby proposes and, if selected, agrees to furnish the services described in accordance with this Request for Proposals, Exhibits, and Addenda, if applicable, for the term of the Agreement and certifies that the Proposer is not in any way involved in collusion and has no known apparent conflict of interest in submitting a Proposal.

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, prices, and Response 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 or Responses 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.

Discrimination The undersigned Proposer has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.

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 Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposals, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Proposer's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer's submittals.

Proposer must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with consultants, contractors, subcontractors, or engineers associated with this Project. Furthermore, Proposer must disclose any current or past relationship as a City of Albany employee. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

Disadvantaged, Minority, Emerging Small Business (DMESB) (*check applicable box*): Yes No

Reciprocal Preference Law – Residency (*check box that applies*): 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's Firm Name

Telephone Number

Mailing Address, City, State, Zip

Tax Identification No.

Fax Number

Email Address

Signature

Date

EXHIBIT C – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. Contractor is a Corporation, Limited Liability Company, or a Partnership

I certify under penalty of perjury that Contractor is a (check one):

- Corporation
 Limited Liability Company
 Partnership
 Nonprofit Corporation
authorized to do business in
the state of Oregon

Signature: _____

Title: _____ Date: _____

B. Contractor is a Sole Proprietor Working as an Independent Contractor

Contractor certifies under penalty of perjury, that the following statements are true:

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the City to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide the services.
4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true.

Note: Check all that apply. You must check at least three to establish that you are an independent contractor.

- A. Contractor's services are primarily carried out at a location that is separate from Contractor's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. Contractor bears the risk of loss related to the services provided under this Contract.
- C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. Contractor makes a significant financial investment in the business.
- E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor Signature:

_____ Date: _____

**EXHIBIT D – PROPOSER REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Failure of the Proposer to complete and sign this form may result in the rejection of the submitted offer. The Proposer will notify Purchasing in the Finance Department within 30 days of any change in the information provided on this form.

The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by and federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, of local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

If Proposer is unable to attest to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the Proposer from award of a contract under this procurement.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(notarization is not required)

Signature: _____ Date: _____

Print Name and Title: _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

EXHIBIT E – CERTIFICATION OF INSURANCE REQUIREMENTS

Consultant shall at all times maintain in force at Consultant's expense the insurance noted below.

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

Check this box if Contractor is exempt and provide qualified reason:

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.

Required by City Not Required by City (Needs Finance Insurance Review and Approval.)

Commercial General Liability insurance with coverage satisfactory to the City on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis".**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.

Required by City Not Required by City (Needs Finance Insurance Review and Approval.)

Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.**

If this box is checked, the limits shall be \$1,000,000 per occurrence.

If this box is checked, the limits shall be \$5,000,000 per occurrence.

Required by City Not Required by City (Needs Finance Insurance Review and Approval.)

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or City approval. Contractor's coverage will be primary in the event of loss. Contractor shall furnish a current Certificate of Insurance to the City.

Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage. Contractor shall immediately notify the City of any change in insurance coverage. The certificate shall also state the deductible or retention level. The City must be listed as an Additional Insured by Endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

The Certificate shall state the following in the Description of Operations: "Project Name: Additional Insured - The City of Albany, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance, (include the number). This form is subject to policy terms, conditions and exclusions." A copy of the written Endorsement shall be attached to the certificate of insurance. Contractor shall provide complete copies of insurance policies if requested by the City.

Certificate holder shall be listed as: City of Albany, P.O. Box 490, Albany, OR 97321. Certificates of insurance may be faxed to the City of Albany, Finance Department, Attn: Diane Murzynski, at 541-917-7511.

Contractor's Acceptance: _____

Requirements prepared by Diane Murzynski