

ADVERTISEMENT

Request for Proposals Engineering Services

The City of Vernonia has been awarded an Infrastructure Finance Authority Grant to complete the engineering and related activities necessary to complete the final design, plans and specifications in preparation for construction of California Avenue. The City is seeking Proposals from qualified engineers to provide all necessary design plans and construction documents for development of California Avenue.

The deadline for receiving qualifications is 5:00 pm on Friday April 22, 2016.

For further information call the City Administrator at City Hall 503-429-5291 ext. 106.

The process for submitting a Proposal is also on the city's web site at www.vernonia-or.gov.

The City is an equal opportunity, affirmative action employer, does not discriminate because of race, religion, color, sex, national origin, marital status, age or disability, and invites Proposals from Section 3 qualified residents and businesses, minorities, women, and emerging small businesses.

**REQUEST FOR PROPOSAL
FOR
ENGINEERING SERVICES**

CALIFORNIA AVENUE DEVELOPMENT

- STREET IMPROVEMENTS
- SANITARY SEWER IMPROVEMENTS
- WATER SYSTEM IMPROVEMENTS

CITY OF VERNONIA, OREGON

“This project was funded in part with a financial award from the Special Public Works Fund, funded by Oregon State Lottery and administered by the State of Oregon Business Development Department.”

**PREPARED BY:
CITY OF VERNONIA
1001 BRIDGE STREET
VERNONIA, OR 97064**

March 30, 2016

General Information and Requirements

A. Purpose

The purpose of this "Request for Proposal" (RFP) is to solicit professional engineering firms (hereinafter called "Consultants") for detailed proposals to perform the expected work.

Background

In December 2007, Vernonia experienced a large flood event, which severely affected the only hi-tech manufacturing business, and one of the largest employers in the community, Photo Solutions, Inc. Photo Solutions' need to expand operations, and relocate to a location outside the flood zone has prompted the City of Vernonia, County and State agencies, to look for a suitable location in Vernonia to relocate Photo Solutions. A suitable site has been identified, however it lacks the proper road and utility infrastructure.

Source of Funds

This project was funded in part with a financial award from the Special Public Works Fund, funded by Oregon State Lottery and administered by the State of Oregon Business Development Department.

Issuing Office

This RFP was prepared by the City of Vernonia, 1001 Bridge Street, Vernonia, OR 97064. The project representative for this project is the Vernonia City Administrator, or his/her designated representative.

B. Scope of Services

The entire project must be designed by a registered engineer/architect who is in good standing in the State of Oregon.

The objective of this project is to complete the design work by the end of May 2016.

Topographic Survey

A survey grade topographic survey has been completed, and will be provided.

Design Phases

The design work is expected to be provided in three (3) phases.

1. Concept level (30%).
2. Design development (50%).
3. Final construction plans. (20%)

Engineering Design

See attached map "Exhibit A" for location of design items.

1. Widen existing street from Highway 47 to the end of the existing pavement. Street widening will be constructed within a 60 foot right of way and will consist of two travel lanes, parking on one side and a 12' shared path (see attached Figure 6-2 Range of Local Road Cross-Sections: Intermediate Cross-Section).
2. New street improvements from the end of the pavement to the end of the existing right of way dedication. Section will be per the above mentioned design standard.
3. Upgrade of the existing street intersection of California Avenue with Highway 47 (permitting through ODOT). Includes design up to existing edge of pavement of Highway 47.
4. Storm improvements, consisting of storm drain, catch basins, and outfall at or near existing channel near low point of road.
5. Fire department turnaround design incorporated with parking at the wetlands parking lot.
6. Gravity sanitary sewer improvements from the northwest corner of identified industrial property to the existing pump station.
7. Waterline improvement from end of existing waterline to end of new street improvements.
8. Private utility coordination, and utility trench design.
9. 1200C erosion drawings and application.

Design documents for California Avenue street design and storm water design (Design Items 1, 2, 3, 4 and 5), and utility improvements (Design Items 6, 7 and 8) should be independent of each other through Design Phases 1 and 2. Final construction documents should include all street and utility improvements.

Deliverables

Documents of the three (3) design phases should be provided digitally. Stamped hard copies of the design and construction documents are to be provided as needed by the City of Vernonia, and its partners, e.g. ODOT.

C. Agreement

The Consultant selected to provide the above referenced services will be expected to enter into a contract with the City of Vernonia for the above services. Contract terms and conditions applicable to this procurement are attached as Exhibit "A." All such terms and conditions may be negotiated with proposers.

D. Rejection of Proposals

The City of Vernonia reserves the right to reject any and/or all of the responses received as a result of this RFP and in accordance with ORS 279B.100. The City of Vernonia does not intend to award a contract solely on the basis of responses to this RFP or otherwise pay for the information solicited or obtained. In addition, the City of Vernonia reserves the right to reject any and all proposals on the basis of potential conflict of interest.

E. Incurred Cost

The City of Vernonia will not be liable for any cost incurred by the Consultant for any work performed through and including the execution of a contract for professional services, prior to the execution of a contract.

F. Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, a copy of all addenda will be posted on the City of Vernonia and Daily Journal of Commerce web sites.

G. Completeness of the Proposal

1. The Proposal shall address all items completely and thoroughly, and shall be signed by an officer of the firm or the team authorized to bind the Consultant to its provisions.
2. The contents and commitments in the Proposal shall remain firm for sixty (60) calendar days from the submittal due date.
3. Debarment - By submitting a Proposal, the officer certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Oregon and that it is not an agent of a person or entity that is currently debarred from submitting bids or contracts issued by any political subdivision or agency of the State of Oregon.

H. Consultant Responsibilities

The Consultant shall be capable of providing all professional services as described under Scope of Services and to maintain those capabilities until notification that their Proposal was unsuccessful. Exclusion of any service for the project may serve as cause for rejection.

I. Acceptance of Proposal Content

The proposals presented will be evaluated by the City of Vernonia City Administrator. The proposals will be assessed on the basis of fees by tasks, experience with this type of engineering work, the Consultant's understanding of the project, and the proposed time frame for completion of the design project.

J. Compensation

The Consultants fee shall be in the form of a **not to exceed total amount** for the entirety of the Scope of Services.

K. Schedule Dates

The following is an anticipated schedule for the RFP process. The City of Vernonia reserves the right to modify any part of this schedule.

- | | |
|-------------------------------------|----------------------------|
| 1. Request for Proposal Advertised: | March 25, 2016 |
| 2. Proposals Due: | April 22, 2016 at 5:00 pm. |
| 3. Consultant Selected: | April 29, 2016 |
| 4. Notice to Proceed: | May 6 , 2016 |

L. Responses

The person designated to receive proposals and contact person for this procurement is Josette Mitchell, City Administrator. To be considered, three (3) copies of the Proposal must be submitted to the City of Vernonia no later than 5:00 P.M., Friday, April 15, 2016, and should be addressed as follows:

**City of Vernonia
1001 Bridge Street
Vernonia, OR 97064
ATTN: City Administrator**

Proposal Format

1. The Proposal shall be presented in an 8-1/2" x 11" format. The text shall be concise, with emphasis placed on completeness and clarity. Three (3) copies of the RFP are required for submittal.
2. Consultants will be evaluated on the following information:

a. Fees

A **not to exceed total amount** to complete the tasks outlined in the Scope of Services presented in Section C is required.

b. Related Project Experience

Provide a list of related project experience with pertinent project information.

c. Understanding of the Project

Provide a brief statement as to the Consultant's understanding of the project.

d. Schedule for Completion

A progress schedule shall be provided detailing the Consultants ability to complete the design work within the project schedule.

3. The submission of additional pertinent information beyond the requirements of this RFP is acceptable.

M. Disclosure of Contents

All information provided in the RFP will be held in confidence and will not be revealed or discussed with competitors until the deadline for submission of proposals has expired.

California Avenue Improvements

Legend

-  Industrial Property
-  Infrastructure Improvement Areas



1/10/2016

Hwy 47/California Ave.
Intersection Improvement
(Design Item #3)

Storm Water and
Industrial Site Storm Connection
(Design Item #4)

2800' California Ave.
Street Improvement
(Design Item #1 and #2)

Industrial
Site 1

Industrial
Site 2

Gas and Telecommunications
(Design Item #8)

1000' Water Improvement
(Design Item #7)

Fire Turn Around
and Wetland Parking
(Design Item #5)

Public Utility
and Electrical
Easement

Pump Station and Nearest
Suitable Electric Connection

1800' Public Sewer
(Design Item #6)



the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

b. Contractor understands and agrees that it is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.

c. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts, Successors, and Assignments

a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract without City's prior written consent. In addition to any other provisions City may require, Contractor shall include in any permitted subcontract under this Contract provisions to ensure that City will receive the benefit of subcontractor performance as if the subcontractor were the Contractor under this Contract. City's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract.

b. This Contract is binding upon and inures to the benefit of the parties, their respective successors, and permitted assigns, if any.

c. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without City's prior written consent.

7. No Third Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of the terms of this Contract.

9. Representations and Warranties.

a. Contractor's Representations and Warranties. Contractor represents and warrants to City that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession, (4) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, and (5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Confidential Information.

a. Contractor acknowledges that it or its employees, subcontractors or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of City or City's clients. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Contractor or its employees, subcontractors or agents in the performance of this Contract shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information and any Work Product (as defined below) that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Contract, and to

advise each of its employees, subcontractors and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise City immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Contractor will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Contractor against any such person. Contractor agrees that, except as directed by City, Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at City's request, Contractor will turn over to City all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

c. Injunctive Relief. Contractor acknowledges that breach of this Section 10, including disclosure of any Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 10, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

d. Security. Contractor shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.

11. Ownership of Work Product.

a. Definitions. As used in this Section 11, and elsewhere in this Contract, the following terms have the meanings set forth below:

(i) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.

(ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Contractor.

(iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to City pursuant to the Work.

b. Original Works. All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. City and Contractor agree that original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Contractor shall execute further documents and instruments necessary to fully vest such rights in City. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf.

c. Contractor Intellectual Property. In the event that Work Product is Contractor Intellectual Property Contractor hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on City's behalf.

d. Third Party Works. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare

derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

e. Limited City Indemnity. To the extent permitted by the Oregon Constitution and the Tort Claims Act, Contractor shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the parties.

f. Contractor Use of Work Product. Contractor may refer to the Work Product in its brochures or other literature that Contractor utilizes for advertising or promotional purposes and, unless otherwise specified by City, may use the Work Product on other unrelated projects.

12. Indemnity.

a. GENERAL INDEMNITY. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST FOR ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (TOGETHER "LIABILITIES") RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT, EXCEPT THAT CONTRACTOR IS NOT OBLIGATED TO INDEMNIFY THE CITY TO THE EXTENT THE LIABILITIES RESULT FROM OR ARISE OUT OF THE CITY'S NEGLIGENT ACTS OR OMISSIONS.

b. PROFESSIONAL INDEMNITY. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES IN THE PERFORMANCE OF THIS CONTRACT.

c. CONTROL OF DEFENSE AND SETTLEMENT. CONTRACTOR SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 11.a OR 11.b; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE CLAIM IN THE NAME OF THE CITY, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE CITY OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE CITY ATTORNEY, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE CITY ATTORNEY, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE CITY, NOR SHALL CONTRACTOR SETTLE ANY CLAIM ON BEHALF OF THE CITY WITHOUT THE APPROVAL OF THE CITY ATTORNEY. THE CITY MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE CITY DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING THE CITY, OR IS NOT ADEQUATELY DEFENDING THE CITY'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE CITY DESIRES TO ASSUME ITS OWN DEFENSE.

13. Insurance. Contractor shall maintain in effect for the duration of this Contract the insurance as set forth in attached Exhibit B.

14. Default; Remedies; Termination.

a. Default by Contractor. Contractor is in default under this Contract if:

(i) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(ii) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after City's notice or such longer period as City may specify in the notice; or

(iii) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and the breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or any longer period as City may specify in the notice.

b. City's Remedies for Contractor's Default. In the event Contractor is in default under Section 14.a, City may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

(i) termination of this Contract under Section 14.e(ii);

(ii) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under

Sections 13.a, then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 13.e(i).

c. Default by City. City is in default under this Contract if:

(i) City fails to pay Contractor any amount pursuant to the terms of this Contract, and City fails to cure the failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice; or

(ii) City commits any material breach or default of any covenant, warranty, or obligation under this Contract, and the breach or default is not cured within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice.

d. Contractor's Remedies for City's Default. In the event City terminates the Contract under Section 14.e(i), or in the event City is in default under Section 13.c and whether or not Contractor elects to exercise its right to terminate the Contract under Section 13.e(iii), Contractor's sole monetary remedy is (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within legal limits, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Contractor. In no event is City liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 14.d, Contractor shall pay immediately any excess to City upon written demand provided in accordance with Section 20.

e. Termination.

(i) **City's Right to Terminate at its Discretion.** At its sole discretion, City may terminate this Contract:

(A) For its convenience upon thirty (30) days' prior written notice by City to Contractor;

(B) Immediately upon written notice if City fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or

(C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Contract is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.

(ii) **City's Right to Terminate for Cause.** In addition to any other rights and remedies City may have under this Contract, City may terminate this Contract immediately upon written notice by City to Contractor, or at such later date as City may establish in the notice, or upon expiration of the time period and with the notice as provided in Section 14.e(ii)(B) and 14.e(ii)(C) below, upon the occurrence of any of the following events:

(A) Contractor is in default under Section 14.a(i) because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

(B) Contractor is in default under Section 14.a(ii) because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after City's notice or any longer period as City may specify in such notice; or

(C) Contractor is in default under Section 13.a(iii) because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and the breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or any longer period as City may specify in such notice.

(iii) **Contractor's Right to Terminate for Cause.** Contractor may terminate this Contract with written notice to City as provided in Sections 14.e(iii)(A) and 14.e(iii)(B) below, or at such later date as Contractor may establish in the notice, upon the occurrence of the following events:

(A) City is in default under Section 14.c(i) because City fails to pay Contractor any amount pursuant to the terms of this Contract, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice; or

(B) City is in default under Section 14.c(ii) because City commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure the failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice.

(iv) Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in the notice of termination. Upon City's request, Contractor shall surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

15. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in a manner that clearly documents Contractor's performance. Contractor acknowledges and agrees that City and its duly authorized representatives shall have access to the financial records and other books, documents, papers, plans, records of shipments and payments and writings of Contractor that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all the financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or any longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

16. Compliance with Applicable Law. Contractor shall employ the same professional skill, care, and diligence as other professionals providing similar services under similar conditions to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

17. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

18. Force Majeure. Neither City nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

20. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties or notices to be given under this Contract shall be given in writing, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or City at the address, number or email address set forth in this Contract, or to any other addresses or numbers as either party may indicate pursuant to this Section 19. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against City, any notice transmitted by facsimile must be confirmed by telephone notice to City's Director of Personnel and Finance. Any communication or notice given by personal delivery shall be effective when actually delivered.

21. Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

22. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

23. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Columbia County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the

District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

24. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of City to enforce any provision of this Contract shall not constitute a waiver by City of that or any other provision.

25. Amendments. No amendment to this Contract is effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained before becoming effective.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

By: _____
Title: _____

Facsimile number: _____
Federal Tax Number: _____
Oregon/State Tax Number: _____

CITY

Josette M. Mitchell
City Administrator

EXHIBIT A
SCOPE OF WORK

The entire project must be designed by a registered engineer/architect who is in good standing in the State of Oregon.

The objective of this project is to complete the design work by the end of May 2016.

Topographic Survey

A survey grade topographic survey has been completed, and will be provided.

Design Phases

The design work is expected to be provided in three (3) phases.

1. Concept level (30%).
2. Design development (50%).
3. Final construction plans. (20%)

Engineering Design

See attached map for location of design items.

1. Widen existing street from Highway 47 to the end of the existing pavement. Street widening will be constructed within a 60 foot right of way and will consist of two travel lanes, parking on one side and a 12' shared path (see attached Figure 6-2 Range of Local Road Cross-Sections: Intermediate Cross-Section).
2. New street improvements from the end of the pavement to the end of the existing right of way dedication. Section will be per the above mentioned design standard.
3. Upgrade of the existing street intersection of California Avenue with Highway 47 (permitting through ODOT). Includes design up to existing edge of pavement of Highway 47.
4. Storm improvements, consisting of storm drain, catch basins, and outfall at or near existing channel near low point of road.
5. Fire department turnaround design incorporated with parking at the wetlands parking lot.
6. Gravity sanitary sewer improvements from the northwest corner of identified industrial property to the existing pump station.
7. Waterline improvement from end of existing waterline to end of new street improvements.
8. Private utility coordination, and utility trench design.
9. 1200C erosion drawings and application.

Design documents for California Avenue street design and storm water design (Design Items 1, 2, 3, 4 and 5), and utility improvements (Design Items 6, 7 and 8) should be independent of each other through Design Phases 1 and 2. Final construction documents should include all street and utility improvements.

Deliverables

Documents of the three (3) design phases should be provided digitally. Stamped hard copies of the design and construction documents are to be provided as needed by the City of Vernonia, and its partners, e.g. ODOT.

EXHIBIT B
INSURANCE REQUIREMENTS

Contractor shall, at its own expense, at all times during the term of this contract, maintain in force:

1. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and City's and contractor's protective insurance;
2. A professional errors and omissions liability policy; and
3. A comprehensive automobile liability policy including owned and non-owned automobiles.

The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims). Provided, however, that coverage for professional errors and omissions liability may be for a minimum coverage of \$100,000. The coverage limits are subject to change in accordance with any changes in limits under the Oregon Tort Claims Act, or to the extent the City deems necessary to cover the City's liability in the absence of the Oregon Tort Claims Act.

Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by (2) above. The City shall be named as an additional insured (except for coverage required by 2 above).

Certificates of insurance acceptable to the City shall be filed with City prior to the commencement of any work by Contractor. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage until at least 30 days prior written notice has been given to City. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.