

CITY OF ROSEBURG

REQUEST FOR PROPOSALS

FOR

***DOWNTOWN UTILITY UNDERGROUNDING
FEASIBILITY STUDY
FOR THE CITY OF ROSEBURG***

RFP NO. PW-10-01

**SUBMITTAL DEADLINE:
March 18, 2010**

**CITY OF ROSEBURG
REQUEST FOR PROPOSALS FOR
DOWNTOWN UTILITY UNDERGROUNDING
FEASIBILITY STUDY
FOR THE CITY OF ROSEBURG**

RFP NO. PW-10-01

NOTICE IS HEREBY GIVEN, in accordance with Roseburg Municipal Code (RMC) Section 3.06.045, the City of Roseburg would like to invite interested firms to submit their proposals for the Downtown Utility Undergrounding Feasibility Study. A copy of the RFP packet may be obtained from the City Recorder's Office, at City Hall, 900 SE Douglas, Roseburg, OR 97470, by calling 541/672-7701, extension #222 or by downloading from the City's website at www.cityofroseburg.org.

All submittals must be clearly marked "**Request for Proposals for Downtown Utility Undergrounding Feasibility Study for the City of Roseburg - RFP No. PW-10-01**", March 18, 2010 at 2:00 P.M. and received in the City Recorder's Office at Roseburg City Hall by the above specified date and time. Any submittals received after that date and time, or not submitted in the proper manner, will be returned without further consideration.

The City reserves the right to reject any submittal received as a result of this RFP, to waive any irregularities and to accept submittals deemed to be in the best interest of the City. Preparation and submission of a submittal is at the party's sole risk and expense.

Sheila R. Cox, City Recorder

Dated this 18th day of February 2010.

Published in The News-Review.

**CITY OF ROSEBURG
REQUEST FOR PROPOSALS FOR
DOWNTOWN UTILITY UNDERGROUNDING
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GENERAL REQUIREMENTS AND INSTRUCTIONS TO INTERESTED PARTIES

1. DESCRIPTION. In accordance with Roseburg Municipal Code (RMC) Section 3.06.045, the City of Roseburg would like to procure a Downtown Utility Undergrounding Feasibility Study for the relocation and burial of existing overhead utilities.

2. GENERAL INFORMATION. These general requirements and instructions have been written to describe the feasibility study services required for the City of Roseburg.

This RFP is intended to provide interested parties (herein referred to as proposers) with sufficient information to prepare and submit proposals for consideration by the City.

The City reserves the right to reject any submittal received as a result of this RFP. Preparation and submission of a submittal is at the proposer's sole risk and expense.

Proposals and all accompanying documents will become the property of the City and will not be returned. See Section 17 of this RFP, entitled "Public Records".

This RFP contains and incorporates the following:

Exhibit "A"	Submittal Form
Exhibit "B"	Description of Services
Exhibit "C"	Minimum Qualifications
Exhibit "D"	Evaluation Criteria
Exhibit "E"	City Standard Contract
Exhibit "F"	Downtown Study Area Map

3. FORM OF SUBMITTAL. Submittals are to be based on and submitted in accordance with the instructions contained in this RFP. The City may change these instructions at any time prior to the Solicitation Closing by addendum as provided in Section 7 of this RFP. Proposers are responsible for responding to all addenda.

4. POINT OF CONTACT. The City Recorder's office is the point of contact in the City for this RFP. All correspondence pertaining to this RFP should be directed to Sheila Cox, City Recorder, 900 S.E. Douglas Avenue, Roseburg, OR 97470. The City Recorder's Office may be contacted by calling 541-672-7701, extension #222.

5. TECHNICAL CLARIFICATIONS, REQUESTS FOR CHANGES. Questions regarding specifics of the this RFP or seeking clarification concerning this RFP may be directed to

Jeffrey L. Nelson, P.E., Civil Engineer, by calling 541-440-1182. No oral clarification will be binding on the City. The City will be bound only by this RFP and any written addendum issued hereunder.

Requests for changes to this RFP, including requests for changes in any of the exhibits to this RFP must be submitted in writing to the City Recorder no later than ten calendar days prior to the date of the Solicitation Closing. The request must include a statement of the requested changes and the reason therefore. The request shall be marked as a "Request of Change in RFP" and specify the RFP Number set forth in the caption to this RFP. Written request shall be delivered by mail. The City will respond to all written requests for changes, in writing, within five days of receipt of such request.

If inquiries, comments or requests for changes raise issues that require clarification or a modification to this RFP, the clarification or modification will be made by written addendum as provided in Section 7 of this RFP.

6. SCHEDULE OF EVENTS. The following schedule of events will be followed for this RFP to the maximum extent possible. Proposers are strongly encouraged to attend the RFP interview, if scheduled. If no date is shown below, then the event is not scheduled for this RFP.

Solicitation Starting Date (RFP available)	February 18, 2010
Last Date for Questions and Requests	March 8, 2010
Solicitation Closing Date	March 18, 2010
Initial Proposal Review Period	March 24, 2010
Notice of Intent to Award	Within 30 Day of Closing
Award and Execution of Contract	Within 60 Days of Closing
Completion Date	December 31, 2010

If the City receives a request for change or protest from a proposer in accordance with the instructions in this RFP, the City may extend the Solicitation Closing date as necessary to consider whether to issue an addendum. The City also reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The addendum shall become effective upon execution by the City.

7. ADDENDUM TO THE REQUEST FOR PROPOSALS. In the event it becomes necessary to revise any part of this RFP prior to the Solicitation Closing, an addendum will be provided to all proposers who have requested and received a copy of this RFP. RECEIPT OF AN ADDENDUM MUST BE ACKNOWLEDGED BY SIGNING AND RETURNING THE DOCUMENT WITH THE PROPOSAL. Proposers may protest requirements of this RFP by submitting a request for change, in accordance with Section 5 of this RFP. No addendum will be issued less than four days prior to the date of the Solicitation Closing.

8. FORMAT OF SUBMITTALS. Submittals must contain the information specified in Section 9 of this RFP. Submittals must be prepared on the submittal form attached hereto as RFP Exhibit "A." A submittal should provide a concise description of the proposer's ability to satisfy the requirements of this RFP along with the City's Standard Contract Provisions and Standard Federal Contract Provisions.

9. CONTENT OF PROPOSALS. Proposals should demonstrate that the proposer can furnish the services in a manner that will be cost effective for the City. Those proposals which do not contain all information required by this RFP or are otherwise non-responsive may be rejected immediately; however the City has discretion to accept a proposal that does not conform with all RFP requirements if the City determines that the non-conformance is not substantial or material. If a proposal is unclear, or appears inadequate, at the City's discretion, the proposer may be given an opportunity to explain how the proposal complies with the RFP. The City also has discretion to permit a proposer to correct a typographical error or other minor mistake or oversight in its proposal.

9.1 Proposals must contain at least the following:

9.1.1 Proposal Form. The proposal form, attached hereto as RFP Exhibit "A" must be fully completed, submitted and duly executed by the authorized representative of the proposer.

9.1.2 Qualifications. The proposer's statement of qualifications must contain the following:

a. A description of the key personnel that will perform the services and their particular qualifications;

b. A description of how proposer complies with all minimum qualifications set forth in RFP Exhibit "C";

c. Special services the proposer can provide in connection with the services required by this RFP; and

d. Any experience proposer has had in providing the services required by this RFP to the City or other public entities.

9.1.4 References. Proposals must contain a list of all private and public entities for which the proposer has provided similar services within the past two years and the name and phone number of a person within each entity who is knowledgeable of the proposer's performance record. Include project manager, start and completion dates, whether the project(s) was on schedule and over/under/on budget when completed, and a contact name and phone number for the sponsor.

9.1.5 Fee Schedule. Proposals must contain a current fee schedule relating to the services to be provided, cost estimate and not to exceed price.

9.2 Alternatives. A proposer shall only submit alternative terms and conditions to the terms and conditions the City expressly authorized for negotiation under Section 15 of this RFP.

10. EXECUTION OF CONTRACT. The proposer selected by the City to provide the requested services will be expected to deliver its proof of all required insurance, and to enter into a written architectural and engineering, environmental, and consulting services contract.

BY SUBMITTING ITS PROPOSAL, THE PROPOSER CERTIFIES THAT IT HAS READ AND ACCEPTS ALL TERMS, CONDITIONS AND REQUIREMENTS OF THIS RFP,

INCLUDING THE TERMS AND CONDITIONS. IF PROPOSER REFUSES TO EXECUTE THE CONTRACT AFTER BEING AWARDED, THE CITY WILL BE ENTITLED TO SEEK COMPENSATION FOR ITS DAMAGES, WHICH MAY INCLUDE THE COST OF CONDUCTING A NEW SOLICITATION.

11. DELIVERY OF PROPOSALS. In order to be considered, sealed proposals must arrive at the City Recorder's Office before the time and date of the Solicitation Closing as described in this RFP. Proposers who mail proposals should allow extra mail delivery time to insure timely receipt of their proposals. Proposals received after the Solicitation Closing will not be considered and will be returned unopened to the proposer. Proposals must be submitted in sealed envelopes clearly marked with the RFP number shown in the caption of this RFP and the time and date of the Solicitation Closing.

12. SUBMISSION AND WITHDRAWAL OF PROPOSALS. Proposers may modify or withdraw their proposals at any time prior to the Solicitation Closing by providing a written request for modification or withdrawal to the City Recorder's office. Requests for withdrawal of proposals will not be accepted after the Solicitation Closing. A proposer may also withdraw its proposal in person prior to the Solicitation Closing, upon presentation of appropriate identification and satisfactory evidence of authority to the City Recorder. The City Recorder shall obtain the signature of the person making the withdrawal.

ALL PROPOSALS SHALL BE IRREVOCABLE FOR A PERIOD OF 60 DAYS FROM THE SOLICITATION CLOSING.

13. OPENING OF PROPOSALS. Proposals received in response to this RFP will be opened in public by the City Recorder or designee, immediately after the Solicitation Closing in the City's administrative offices located at 900 S.E. Douglas Street, Roseburg Oregon. The names and addresses of all proposers will be announced and recorded by the City Recorder. No other information will be made available at that time.

14. MINIMUM QUALIFICATIONS REQUIRED. Proposals must indicate how the proposer satisfies the minimum qualifications set forth in RFP Exhibit "C".

15. EVALUATION OF PROPOSALS. The City will evaluate the proposals according to the evaluation criteria and rating scheme set forth in RFP Exhibit "D" and in accordance with the following:

15.1 Interviews/Samples. The City may require interviews with all responsive proposers regardless of the interview schedule in Section 6 of this RFP. In addition, the City may request an interview with one or more proposers, if the City determines that an interview would help the City better evaluate the proposal, provided that no scoring for interviews will be made unless all responsible proposers are interviewed. During the evaluation process, the City may also request work samples, demonstrations, inspections or other testing examinations from all responsive proposers if the City determines that such further evaluation should be added as rated criteria to enable the City to properly evaluate the proposals.

15.2 Evaluation Record. A record will be made of all criteria evaluation ratings and all other grounds upon which a proposer is selected.

16. SELECTION PROCESS. The City will select a firm deemed most beneficial to the City based on its evaluation of the proposals by a selection committee of no fewer than three individuals.

17. PUBLIC RECORDS. This RFP and each original proposal received in response to it, together with copies of documents pertaining to the award of a contract shall be kept on file as a public record by the City.

City of Roseburg

By: _____
Sheila R. Cox, City Recorder

EXHIBIT "A"
RFP NO. PW-10-01

SUBMITTAL FORM

Legal Business Name: _____

Form and State of Organization: _____

Registered dba, if any: _____

Main Office Address: _____

Telephone Number: _____

FAX Number: _____

Tax Identification Number: _____

Representation, Covenant and Warranty of Undersigned and Proposer

By signing this submittal, the undersigned makes the following representations and warranties:

1. That it is the duly authorized representative of the proposer for all purposes relative to the submission of this submittal.

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

1. Proposer has read and understands the terms and conditions contained in the RFP, had the opportunity to protest any term or condition that it found unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFP, including, but not limited to the contract conditions.
2. Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
3. Proposer has not been listed by the Oregon Contractor's Board or the Oregon Department of Administrative Services as a person disqualified or ineligible to bid on or perform work under public contracts.
4. Proposer agrees to meet all requirements contained in the RFP if it is selected to provide the services requested by this RFP.

In addition to the information requested by Section 9 of this RFP, the proposer will need to include the following:

Cover Letter: One page cover letter that includes the mailing and e-mail addresses and telephone and fax number of the person(s) to be used for contact and who is authorized to represent the firm or group.

- b. Table of Contents: An index of material included in the submittal.
- c. Statement of Interest: A statement of interest describing the submitter's interest in the tasks outlined in the "Description of Services" Exhibit "B".
- d. Statement of Qualifications: A statement of the firm's or group's qualifications covering the items listed in the "Minimum Qualifications" Exhibit "C".
- e. Management and Staff: Describe the organizational structure that is proposed to implement the project, including support staff, and any subcontractors. Include resumes of key project personnel.
- f. Workload Management: Outline workload management techniques that will allow ongoing assessments of current workloads. Describe any subcontractors that proposer would use as consultants, and how the subcontractors would be used.
- g. Current Rate Schedule, Not-To-Exceed Price, Cost Estimate

Authorized Signature: _____

Print Name and Title: _____

Firm Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Date of Signature: _____

EXHIBIT "B"
RFP NO. PW-10-01

DESCRIPTION OF SERVICES

The following specifications are the minimum requirements for Downtown Utility Undergrounding Feasibility Study, but are not necessarily limited to:

- 1) Prepare planning level cost estimates for a typical property with the area identified on the Downtown Utility Undergrounding Map attached hereto (Exhibit "F"). The consultant shall develop a planning level cost estimate for undergrounding of the overhead utilities including but not limited to electric, phone, cable TV, internet, etc.
- 2) The cost estimate shall include costs within the public right of way and costs on private property to reconnect the utility services, and the factors, and cost impact associated with those factors, that may cause the cost to carry on private property. The result of this work objective, and that of item No. 1 listed in the previous paragraph, will result in an average cost per property for re-connection on the property, plus cost components or factors that cause individual property costs to fluctuate from the average cost, plus the cost for improvements in the right of way.
- 3) Consultant shall identify any special construction practices that would be required.
- 4) Consultant shall identify all existing overhead and underground utilities.
- 5) Consultant shall have all encumbrances identified and surveyed including but not limited to existing overhead and underground utilities, basements and coal chutes that may extend underground into the right of way.
- 6) Consultant shall identify existing utility corridors and options for shared utility trenches.
- 7) Cost estimates shall include all costs associated with converting all overhead utility lines (i.e. electrical power, telephone, cable, etc.) to underground facilities.

The consultant is expected to keep the City fully informed of progress on the project and of issues that may require direction from City staff. The consultant will be expected to meet with City staff on a planned regular basis to provide project status and discuss any significant issues. The consultant will also be expected to attend at least one Public Works Commission meeting and at least one City Council meeting when the agenda includes project-related material.

SCOPE OF PROPOSALS

Consultants are encouraged to keep their proposals brief and relevant to the specific work required. Proposals shall include the following items:

- a) Proposed scope of work in sufficient detail to demonstrate the Consultants project understanding and approach.
- b) Previous experience in the design and construction of underground conversion projects.
- c) A client listing for recent projects including primary contacts, current addresses and phone numbers.
- d) A summary of performance in preparing cost estimates including a listing of recent estimates, the corresponding low bids and the final project costs.
- e) A list of personnel and sub-consultants proposed for this project, what responsibilities will be assigned to each, and the percentage of time each key individual will contribute to this project.
- f) Resumes for the project manager, assistants, principals and major sub-consultants. Discuss contingencies for the loss of one or more key personnel.
- g) A tentative schedule including proposed start date.
- h) The consultant's office location and designated contact person for the selection process.
- i) Consultant shall provide a list of all sub-consultants with proposal including any local resources.
- j) A statement from the Consultant that this RFP shall be incorporated in its entirety as part of the Consultants Proposal.
- k) A statement that the PSA to be provided, and fees invoiced, will be in accordance with the City's RFP, except as otherwise specified in the Consultants Proposal under the heading "EXCEPTIONS OR ADDITIONS TO THE CITY'S REQUEST FOR PROPOSALS".

The consultant is to submit a detailed cost proposal for all services and materials anticipated in completing the project, including Not-To-Exceed price. Man-hours and extended billing rated per classification of personnel shall be indicated for each defined task and/or sub-task.

EXHIBIT "C"
RFP NO. PW-10-01

MINIMUM QUALIFICATIONS

1. Proposer must be licensed pursuant to state law and registered to do business in the City of Roseburg before signing a contract with the City.
2. Proposer must not be disqualified by the City, the Department of Administrative Services or the State Contractor's Board from working on public contracts.
3. Proposers must have professional engineering qualifications including licensure in the State of Oregon as a Registered Professional Engineer, experience, competence, and knowledge of designing and completing City related projects in accordance with City of Roseburg regulations, policies, and procedures.
4. Proposers must be able to complete a project in a timely manner. Proposers must demonstrate a record of timely past performance of projects of similar scope listed in Exhibit "B".
5. The proposer must have a demonstrated record of financial stability.
6. Proposer is encouraged to use the services of local businesses as sub-contractors when appropriate.

Note: FAILURE TO MEET THE FOREGOING MINIMUM QUALIFICATIONS CONSTITUTES A SUBSTANTIAL NON-CONFORMANCE AND WILL PREVENT FURTHER CONSIDERATION OF THE PROPOSAL.

EXHIBIT "D"
RFP NO. PW-10-01

EVALUATION CRITERIA

Responsive proposals will be evaluated under the criteria set forth below. Selection criteria contained in Engineering and/or Consultant Services for the City of Roseburg Improvement Projects as amended, will be considered in the following order of importance. For each criterion, the proposal will receive a number of points within the available range for that criterion. Unless negotiations are conducted as provided in Section 15 of the RFP, the contract will be awarded to the proposer with the highest overall score.

1. Proposal Substantially Complies with all RFP requirements.
Yes____ No____ If No, indicate the manner in which the proposal is non-conforming.
Non-conforming proposals will not be considered:

2. Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of regulations, policies, and procedures.
0 - 30 Points
3. Availability/capability to perform the work or most aspects of a project and recent experience in projects comparable to the proposed tasks
0 - 25 points
4. Quality of projects previously undertaken and capability to complete projects without having major cost escalations and/or overruns.
0 - 20 Points
5. References/experience of firm (including prior work with City)
0 - 15 Points
6. Current workload and demonstrated ability to meet schedules or deadlines.
0 - 15 Points
7. Use of local resources - identify which tasks (if any) may to be completed by a sub-contractor and which local businesses may be employed to complete these tasks.
0 - 10 Points

Maximum Possible Points =115

Total Points_____

EXHIBIT "E"
RFP NO. PW-10-01

CONTRACT FOR DOWNTOWN UTILITY UNDERGROUNDING FEASIBILITY STUDY

This contract is made and entered into this _____ day of _____ 2010, by and between the CITY OF ROSEBURG, an Oregon municipal corporation, hereinafter called "CITY", and **(Contractor's Business Name)**, an independent contractor, hereinafter called "CONTRACTOR".

SECTION 1. CONTRACTOR AGREES:

1.1 Term. Beginning ****enter time-frame** and continuing thereafter until December 31, 2010, CONTRACTOR shall perform the services required by the contract.

1.2 Activities. Contractor shall evaluate, recommend, and prepare a feasibility study outlining recommendations to convert overhead utilities to underground in the Roseburg Downtown District as outlined in the Description of Services, attached as Exhibit "B".

1.3 Fees. Not to Exceed Amount, Attached Exhibit "C" for Rate Schedule.

1.4 Expenditures. Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval of CITY's City Manager. CONTRACTOR shall promptly pay all expenses it incurs as a result of this contract and shall comply with all provisions of state law applicable to this contract.

1.5 Insurance Requirements. At all times during the term of this contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the City may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the City shall be delivered to the City prior to commencement of any work or services provided under this contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the City 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the City and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The City reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this contract, City shall have the right to require CONTRACTOR to increase the CONTRACTOR's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the City, but termination shall not relieve CONTRACTOR of its obligation to provide and

maintain such coverage, and City shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract

1.5.1 Commercial General Liability. Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an aggregate of \$2 million, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the City as an additional insured, on a form satisfactory to City, and expressly provide that the interest of the City shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this contract, failure to do so shall be cause for immediate termination of this Contract by City. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

1.5.2 Automobile Liability Insurance. At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$1,000,000 for bodily injury or property damage.

1.5.3 Professional Liability Insurance. At all times during the term of this Contract, CONTRACTOR shall maintain and keep in full force, an insurance policy for professional liability in the amount of \$1,000,000. In no instance shall CITY be responsible for any retention amount or deductible that CONTRACTOR may owe as a result of this coverage. Nor shall such retention or deductible exceed \$25,000. CONTRACTOR shall continue professional liability coverage for the duration of the project and three years thereafter; and further, submit certificate of Insurance renewals of such coverage to the CITY.

1.6 Books and Records. CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this contract.

1.7 Availability. CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice.

1.8 Assignment. The responsibility for performing CONTRACTOR's services under the terms of this contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

1.9 Compliance with Law and Standard Contract Provisions. CONTRACTOR shall comply with all federal, state and local laws, including Roseburg Municipal Code Regulations relating to business registration, and with all Standard City Contract Provisions as outlined in the attached Exhibit "A".

1.10 Health Hazard Notification. If CONTRACTOR is hired to perform work for the City involving the need to control hazardous energy or enter confined spaces will be informed of the City's programs and the associated hazards that City is aware of. The notification is not designed to take over the contractor's safety responsibilities to his or her employees, but to provide appropriate notification under the Oregon OSHA rules.

SECTION 2. CITY AGREES:

2.1 Fee. In consideration for the above-described services, CITY agrees to pay CONTRACTOR based on the hourly fee schedule attached hereto as Exhibit "C".

2.2 Terms of Payment. CONTRACTOR will tender an invoice by the tenth of each month, and CITY shall make full payment on such invoice within thirty days of its receipt.

SECTION 3. BOTH PARTIES AGREE:

3.1 Budget and Work Plan Approval. All approved invoices and work programs shall be in writing. All invoices shall include required information regarding project number, job order number, staff hours and related billing information, contract authorization amount, amount spent to date, and amount remaining.

3.2 Independent Contractor. CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein, however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Manager.

3.3 Indemnification. Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this contract. The extent of the CITY's obligation under this subsection is limited to the CITY's obligation under the Oregon Constitution and ORS 30.260 through 30.300.

3.4 Arbitration. Any controversy regarding the language or performance of this contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Douglas County for designation of the representative. The arbitration shall be conducted in accordance with ORS 36.400 through 36.425 or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.

3.5 Attorney Fees. If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this contract, performance of this contract or failure to perform this contract, the prevailing party shall be

entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

3.6 Ownership and Use of Documents. In whatever form they may be produced or stored, any documents prepared in performance of this contract and any supporting and investigative information that is gathered in the performance of this contract, upon completion of the work, or upon termination of this contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

3.7 Termination. Notwithstanding any other provision of this contract to the contrary, CITY may terminate this contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination.

3.8 Notices. Any notice required to be given under this contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

CITY OF ROSEBURG
City Manager
900 SE Douglas
Roseburg, OR 97470

***Enter Contractor's Name and
Mailing Address***

3.9 Applicable Laws. The laws of the State of Oregon shall be used in construing this contract and enforcing the rights and remedies of the parties.

3.10 Merger. There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this contract. Any amendments to this contract shall be in writing and executed by both parties.

CITY OF ROSEBURG

(INSERT CONTRACTOR'S NAME)

P. Eric Swanson, City Manager
Date: _____

(Name & Title of Person Signing)
Date: _____

ATTEST:

Tax Identification Number

Sheila R. Cox, City Recorder

EXHIBIT "A"
STANDARD CITY CONTRACT PROVISIONS FOR
DOWNTOWN UTILITY UNDERGROUNDING FEASIBILITY STUDY

The following provisions, if applicable, are hereby included in and made a part of the attached contract for the engineering, architectural or land surveying services between the City of Roseburg and the Contractor named therein as provided for in the Roseburg Municipal Code, the Oregon Revised Statutes and Federal laws, rules, regulations and guidelines:

1. DISCRIMINATION IN SUBCONTRACTING PROHIBITED; REMEDIES - ORS 279A.110:

1.1 The Contractor may not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

1.2 By entering into the contract, the Contractor certifies it has not discriminated and will not discriminate, in violation of Subsection 1.1 against any minority, women or emerging small business enterprise in obtaining any required subcontract.

1.3 If the Contractor violates the nondiscrimination certification made under Subsection 1.2, the City may regard the violation as a breach of contract that permits the City to terminate the contract or exercise any remedies for breach permitted under the contract.

2. NONRESIDENT CONTRACTOR REPORT TO DEPARTMENT OF REVENUE - ORS 279A.120:

2.1 As used in this Section, "nonresident contractor" means a contractor that:

- (a)** Has not paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid or proposal for the contract;
- (b)** Does not have a business address in this state; and
- (c)** Stated in the bid or proposal for the contract that it was not a "resident bidder" under ORS 279A.120.

2.2 If the Contractor is a nonresident contractor and the public contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract and such other information as the Department may require before the Contractor may receive final payment on the contract. The City shall satisfy itself that the requirement of this Section has been complied with before it issues a final payment on the public contract.

3. PREFERENCE FOR RECYCLED MATERIALS - ORS 279A.125:

3.1 Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider of a quotation and subject to

Section 3.2, when procuring goods for any public use, the City shall give preference to the procurement of goods manufactured from recycled materials.

3.2 The City shall give preference to goods that are considered to be made from 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 nonrecycled product; and
- (d) The recycled product's cost does not exceed the cost of a comparable nonrecycled product by more than five percent, or a higher percentage if a written determination is made by the City.

4. PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES - ORS 279B.220(1): The Contractor shall:

4.1 Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the performance of the work provided for in the contract.

4.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

4.3 Not permit any lien or claim to be filed or prosecuted against the City or any subdivision, agency or employee thereof on account of any labor or material furnished.

4.4 Pay to the Department of Revenue, all sums withheld from employees pursuant to ORS 316.167.

5. SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL - ORS 279B.225: If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

6. PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES - ORS 279B.230:

6.1 Contractor shall promptly as due, make payment to any person, co-partnership association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

6.2 The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under the contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to

provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage that complies with ORS 656.126 for their workers. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

7. HOURS OF LABOR - ORS 279B.235:

7.1 No person shall be employed for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except for contracts for personal services, the employee shall be paid at least time and a half pay for:

- (a) All overtime in excess of eight hours a day or forty hours in any one week, when the work week consists of five consecutive days, Monday through Friday; or
- (b) All overtime in excess of ten hours a day or forty hours in any one week, when the work week is four consecutive days, Monday through Friday; and
- (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020, or all holidays specified in a collective bargaining agreement.

For personal services contracts, employees shall be paid at least time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

The Contractor must give notice to employees who perform work on this Contract, in writing, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, the number of hours per day and days per week that the employees may be required to work.

This Section does not apply to public contracts for goods or personal property.

8. EXCLUSION OF RECYCLED OILS PROHIBITED - ORS 279B.240. Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

9. COMPLIANCE WITH LAWS: Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in performance of this contract.