

# Council Communication

## October 21, 2014, Business Meeting

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### Approval of three Request for Proposals for Architectural Designs for Downtown Improvement Projects

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**FROM:**

Scott A. Fleury, Engineering Services Manager, Public Works/Engineering, fleurys@ashland.or.us

**SUMMARY**

At the September 2 meeting, City Council approved recommendations for downtown improvement projects and directed staff to provide Council with an implementation plan for each project. The attached RFPs (request for proposals) for professional landscape architectural design work relate to five of the six approved projects and are the first step in the implementation plan. The attached RFPs include: 1) improvements to the planter area at the corner of Winburn Way and North Main Street and the triangle at the corner of Lithia Way and Pioneer Street; 2) landscaping at the Pioneer Street and Lithia Way parking lot; and 3) the addition of plant material to the Plaza and partial paver replacement. Once Council approves the RFPs, they will be publicly advertised.

The intent is to complete the projects by the end of June of 2015.

**BACKGROUND AND POLICY IMPLICATIONS:**

On September 2, 2014, the ad hoc Downtown Beautification and Improvement Committee presented to the City Council its recommendation for projects to be completed using Transient Occupancy Tax (TOT) revenues allocated for “other city capital projects that qualify.” In addition to the projects listed above, the City Council also approved a recommendation for the Public Art Commission to oversee the process to commission and install art on the city-owned half wall on the path leading from Thomas Theatre to East Main Street. That project implementation plan will come to the City Council at a later date.

The Council directed staff to provide an implementation plan for each project. The RFP process is the first step to developing an implementation plan.

- 1) RFP for professional landscape architectural designs for improvements to the planter at the corner of Winburn Way and North Main Street and the triangle at the corner of Lithia Way and Pioneer Street.

Staff has combined these two projects into one RFP. The allocation of TOT funds totals \$21,000 (\$6,000 for the planter and \$15,000 for the triangle) plus estimated design fees in the range of \$3,000 to \$5,000. Staff estimates approximately \$7,300 (\$3,800 for the planter and \$3,500 for the triangle) in additional concrete safety improvement expenses for these two projects. These expenses are in addition to the TOT allocation and will be paid using previously approved miscellaneous concrete safety repairs funds for Public Works. This RFP assumes all project management and design for safety



improvements will be covered by the City staff. Total anticipated project costs: \$21,000 plus approximately \$3,000 to \$5,000 in design fees, and \$7,300 in concrete safety improvement costs.

2) RFP for landscape design for the parking lot at the corner of Lithia Way and Pioneer Street.

The allocation of TOT funds for this project is \$31,000. Staff anticipates all project management will be covered by the City. Total anticipated project costs: \$31,000 plus approximately \$3,000 to \$5,000 in design fees.

3) RFP for Plaza to include plant material, fencing, three free standing planters and partial paver replacement.

Staff has combined both Plaza projects into one RFP. The TOT allocation for this project is \$30,500. Staff anticipates all project management will be covered by the City. Total anticipated project costs: \$30,500 plus approximately \$5,000 to \$8,000 in design fees.

**Proposed Timeline**

|                          |   |
|--------------------------|---|
| October 21               | Council approval or edits of RFPs*  |
| October 23               | Advertise RFPs  |
| November 20              | Open RFPs   |
| December 1-5             | Grade responses to RFPs   |
| December 8               | Final selection   |
| December 16              | Council meeting for award approval  |
| December – early January | Process contract documents with consultants and issue notice to proceed                 |
| Mid-January              | Schedule preliminary meeting with staff and consultant to provide data                  |
| January – April          | Consultant design, Tree Commission meetings, Council meetings and final design approval |
| April – June             | Construction  |

\*If a second Council meeting (November 4) is needed for Council to approve or edit RFPs the proposed timeline will extend by two weeks.

**FISCAL IMPLICATIONS:**

\$82,500 in TOT funds plus approximately \$11,000 to \$18,000 in design work and \$7,300 for concrete safety improvements to be paid using Public Works existing budget.

**STAFF RECOMMENDATION AND REQUESTED ACTION:**

Staff recommends Council approve the proposed RFPs and provide modifications if desired.

**SUGGESTED MOTIONS:**

- 1) I move approval of the RFP for design and implementation for improvements to the planter on the corner of Winburn Way and North Main and the triangle at the corner of Pioneer Street and Lithia Way.
- 2) I move approval of the RFP for design work and implementation of landscape improvements to the parking lot at the corner of Pioneer Street and Lithia Way.



3) I move approval of the RFP for design work and implementation of improvements to the Plaza.

**ATTACHMENTS:**

- RFP for Pioneer parking lot landscaping
- RFP for the corner of Winburn Way and North Main and the triangle at Lithia Way and Pioneer Street.
- RFP for Plaza enhancements.



# ***REQUEST FOR PROPOSALS***

## **Pioneer Parking Lot Landscape Improvements**

PROJECT NO: 2014-09

PROJECT TYPE: Professional Landscape  
Architectural Services

PROPOSAL OPENING DATE: 2:00 PM, November 20, 2014

CITY PROJECT MANAGER Scott A. Fleury

CONTRACT DURATION 12 months



**CITY OF  
ASHLAND**  
PUBLIC WORKS ENGINEERING  
20 E. MAIN STREET  
ASHLAND OR 97520  
541/488-5347



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**Appendix A:** Contract Form Including Exhibit A, Form W-9 and City Of Ashland Living Wage

**Appendix B:** Project Site Overview Maps and Photographs

## ADVERTISEMENT

### CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSAL

#### PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES

The City of Ashland is requesting proposals for professional landscape architectural services for the design and construction documentation of landscape improvements to the Pioneer St. parking lot. Reference exhibit B for site map location and photographs.

The project will include but is not limited to the following activities:

- Development final project scope.
- Design of functional landscape and hardscape improvements.
- Attend public meetings with the Tree Commission and City Council
- Preparation of appropriate construction documents
- Facilitate as necessary Pre-Bid, Pre-Construction, and Construction Progress meetings and provide meeting minutes as necessary
- Provide technical assistance during bidding and construction
- Provide Construction Management and Inspection Services as necessary

Proposals must be physically received by **2:00 PM, November 20, 2014**, in the City of Ashland Engineering Office located at 51 Winburn Way, Ashland OR 97520 or by mail at 20 E. Main Street, Ashland, OR 97520. For further information, contact Scott A. Fleury, Engineering Services Manager at 541/552-2414, or by email at [fleury@ashland.or.us](mailto:fleury@ashland.or.us). Consultant selection is anticipated to result in the issuance of a contract for landscape architectural services in the form provided in this RFP, for a duration anticipated to be no more than **12 months**.

Proposal documents are available at the above address, as well as the City of Ashland website at [www.ashland.or.us](http://www.ashland.or.us). Any addenda may be downloaded or picked up at Community Development, 51 Winburn Way, Ashland, Oregon. The bidder must check the website frequently until closing for any addenda that may be issued. All submittals by the proposer must be in hard copy form. Proposals are limited to **four (4)** pages. The proposer must be registered as a Professional Engineer with the State of Oregon. Consultant selection will be based upon weighted criteria as cited in the Request for Proposal document. Standard selection criteria include, but are not limited to: experience, availability, schedule, and response time.

The City of Ashland reserves the right to reject any and all proposals, to waive formalities or to accept any proposal which appears to serve the best interest of the City of Ashland.

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Dave Kanner, City Administrator

**CITY OF ASHLAND**  
**DEPARTMENT OF PUBLIC WORKS**  
**REQUEST FOR PROPOSAL**  
**PIONEER ST. PARKING LOT LANDSCAPE IMPROVEMENTS**

**SECTION 1 – REQUEST FOR PROPOSALS**

**1.1: SOLICITATION INFORMATION AND REQUIREMENTS**

**1.1.1 Overview**

The City of Ashland is looking for professional landscape architectural services to provide plans, specifications and estimates (PS&E) along with construction documentation for landscape improvements within the City of Ashland downtown corridor.

The City of Ashland receives a transient occupancy tax that is allowed to be used on capital improvement projects for tourism-related facilities or intended to support tourism-related activities. Specific capital projects within the downtown corridor of Ashland have been identified for improvement. The project identified within this RFP is a priority improvement project for the Ashland City Council.

**1.1.2 Background**

In March of 2014, The City of Ashland Council approved formation of a Downtown Beautification Committee to analyze and recommend specific projects within the downtown corridor for improvement. Over ten meetings the Committee discussed improvement projects, solicited public input and made a final recommendation to Council for priority projects to proceed forward with, based on available funding and preliminary cost estimates. The priority project list was approved by the City Council on September 2, 2014. Projects are expected to be designed and constructed by summer of 2015. Final recommended design will be presented before City Council for approval.

**Pioneer St. Parking Lot Landscape Improvements Project Goals:**

The existing trees and shrubs are either near their lifespan or damaged from pedestrian traffic. The existing irrigation system is old and inefficient. The project should focus removal of existing planter material and layout of new tree, shrub and plant material in the areas adjacent to the sidewalks in order to create a visually appealing green buffer between the sidewalks and parked vehicles. The existing irrigation system should be removed/abandoned and replaced with a more efficient design. The final design should also include a half height decorative fence to protect planted areas from pedestrian traffic. Pedestrian circulation patterns from the parking lot to the sidewalk should be assessed and pedestrian paths should be accounted for in the design. City to provide selected consultant with topographic survey data of parking lot for use in design along with previously developed cost estimates and scoping. Tree Commission will be consulted for final plant material selections.

**1.1.3 Definitions**

For the purposes of this RFP:

"**Calendar days**" means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day;

"**Days**" means calendar days;

"**Business days**" means calendar days, excluding Saturdays, Sundays and all City recognized holidays.

"**Agency**" or "**City**" means City of Ashland

"**Council**" means City of Ashland City Council

"**Manager**" means Project Manager

"**Owner**" means City of Ashland

"**Proposers**" means all firms submitting proposals are referred to as proposers in this document; after negotiations, an awarded proposer will be designated as "consultant".

"**RFP**" means Request for Proposal.

"**Scope of Work**" means the general character and range of services and supplies required to perform the work's purpose and objectives, and an overview of the performance outcomes expected by Agency.

"**Services**" means the services to be performed under the Contract.

"**Statement of Work**" means the specific provision in the final Contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

#### 1.1.4 Contract Form

The consultant selected by City will be expected to enter into a written contract in the form attached to this RFP as Appendix A. The proposal should indicate acceptance of City's contract provisions. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted as outlined under Section 1.4.2. Unconditional refusal to accept the contract provisions will result in proposal rejection.

Contract Duration – the anticipated duration of the contract is **12 months**.

Contract Payment - Contingent upon City's need, consultant's performance and the availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and all applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services, Fixed price per deliverable, Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit

DBE Participation – The utilization of federal funds is not anticipated in this contract, and no DBE participation goals will be assigned.

Ashland Living Wage Requirements – Consultant's employees must be paid at least the living wage as established by the City of Ashland on June 30, 2014 (14.42 per hour):

- For all hours worked under a service contract between their employer and the City if the contract exceeds \$19,825 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of \$19,825.

In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employees' wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

#### 1.1.5 Business License Required

The selected consultant must have or acquire a current City of Ashland business license prior to conducting any work under this contract.

#### 1.1.6 Insurance Requirements

Contractor shall at its own expense provide the following insurance:

- Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- Professional Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- General Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract.
- Automobile Liability insurance with a combined single limit, or the equivalent, of not less than **\$1,000,000** for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

#### Additional Insured/Certificates of Insurance

Contractor shall name The City of Ashland, Oregon, and its elected officials, officers and employees as additional insurers on any insurance policies required herein but only with respect to contractor's services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor must furnish acceptable insurance certificates prior to commencing work under this contract. The certificate must specify all of the parties who are additional insurers. The consultant's insurance must be primary and non-contributory. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. must be provided to the City. The contractor must pay for all pertinent deductibles, self-insured retentions and/or self-insurance.

## **1.2 QUESTIONS AND CLARIFICATIONS**

### **1.2.1 Proposer Questions**

All inquires, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services must be submitted in writing to the City's Project Manager listed in the advertisement for this proposal, at 20 East Main Street, Ashland Oregon 97520. All questions must be received not later than ten (10) calendar days prior to the proposal submission deadline.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitutions or clarification of the RFP or attached terms and conditions, an official addendum to this RFP will be issued. The addenda may be downloaded or picked up at Community Development, 51 Winburn Way, Ashland, Oregon. The bidder must check the website frequently until closing. Proposer shall indicate receipt of all issued addenda by attaching a copy of each addendum to the proposal. Any addenda will not be included in the total maximum page limit.

Any addendum issued by the City seventy-two (72) hours or more before the scheduled closing time for submission of proposals, Saturday, Sunday and legal holidays not included, shall be binding proposers. Failure of any proposer to receive or obtain such addenda shall not excuse it from compliance therewith if it is awarded the contract.

## **1.3 PROTESTS**

### **1.3.1 Award Protest Requirements**

Every proposer submitting a proposal shall be notified of its selection status. Any proposer who claims to have been adversely affected or aggrieved by the selection, or any proposer who contends that the provisions of the RFP or any aspect of the procurement process has promoted favoritism in the award of the contract or has substantially diminished competition, must file a written protest to the RFP within seven (7) calendar days after the date of the selection notice. Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS Chapter 279, the City of Ashland Local Contract Review Board Rules or the City's procedures for screening and selection of persons to perform personal services.

### **1.3.2 Specification Protest Process**

Delivery: A proposer must deliver a protest of specifications to the City in writing no later than seven (7) calendar days prior to the proposal due date as follows:

Specification Protest  
Proposal#: 2014-09 Downtown Beautification  
City of Ashland Public Works Department  
ATTN: Engineering Services Manager  
20 East Main Street  
Ashland, OR 97520

Content: A proposer's written protest must include:

- A detailed statement of the legal and factual grounds for the protest;
- description of the resulting prejudice to the proposer; and

- A statement of the form of relief requested or any proposed changes to the specifications.

City Response: The City may reject without consideration a proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a proposer in accordance with this rule, the City may extend closing if the City determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS 279B.405.

### 1.3.3 Costs and Damages

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. City shall not be liable for the proposer's damages or costs for filing the protest or to any participant in the protest, on any basis, express or implied.

## 1.4 **"PASS / FAIL" PROPOSAL SUBMISSION REQUIREMENTS**

Each proposal must comply with the following Pass / Fail criteria. Proposals not meeting ALL Pass / Fail criteria shall be rejected.

### 1.4.1 Proposal Submission Deadline (Pass / Fail)

Proposals must be received by the submission deadline as indicated in this RFP and at the address specified. City will not accept proposals submitted by facsimile or electronic mail, nor will it accept proposals submitted after the proposal submission deadline. City is not responsible for and will not accept late or mis-delivered proposals.

### 1.4.2 Terms and Conditions (Pass / Fail)

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing and calendar with the selected proposer. By proposal submission, the selected proposer agrees to be bound by the terms and conditions set forth in this RFP and as they may have been modified or reserved by City for negotiation. Any proposal that is conditioned upon City's acceptance of any other terms and conditions or rights to negotiate will be rejected.

### 1.4.3 Proprietary Information

The City is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the City to disclose all records generated or received in the transaction of City business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501(15)). The City will not disclose records submitted by a proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

The RFP in its entirety cannot be marked confidential, nor, shall any pricing be marked confidential.



Each page containing the records exempt from disclosure shall be marked “confidential” and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other RFP documents in a separate envelope or package for confidential documents.
- Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail
- If such conflict occurs, the proposer is instructed to insert the following statement where the requested information that is deemed confidential was to have been placed: “Refer to confidential information enclosed.”

Proposers who desire that additional information be treated as confidential must mark those pages as “confidential” and cite a specific statutory basis for the exemption and the reasons why the public interest would be served by the confidentiality. Should a proposal be submitted as described in this section, no portion of it can be held as confidential unless that portion is segregated as described above.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City, in its sole discretion determines to be not exempt from disclosure or that the City is directed to disclose by the City Attorney, the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the City will notify the proposer. If the proposer disagrees with the City’s decision, the City may, but is not required to, enter into an agreement not to disclose the information so long as the proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any alternative dispute resolution and appeals, necessary to defend or support a no-disclosure decision.

#### 1.4.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

### **1.5 “REQUIRED” PROPOSAL SUBMISSION ITEMS AND SCORING DEDUCTIONS**

Any items in this Section 1.5 marked as REQUIRED that are incomplete or are not submitted with the proposal will receive a three (3) point scoring deduction for each item and must be submitted within two (2) business days of request by City. Failure to deliver properly completed “REQUIRED” items within two (2) business days of request by City will result in proposal rejection.

Proposals must follow/match the numbering outline as shown in the Scoring Criteria; Section 2.2 of this RFP. Each bullet point under each section of the Scoring Criteria must be answered clearly and specifically. A 2- point scoring deduction will be applied in each instance where this requirement is not met. **Or, the City may, at its sole discretion, reject any proposal which does not follow/match the Scoring Criteria numbering as presented in this RFP or which does not answer clearly and specifically each bullet point under each criteria.**

#### 1.5.1 Cover Sheet (Required)

The proposal must include a completed cover sheet signed by a duly authorized representative empowered to bind the proposer (at least one original signature). The cover sheet shall state the project title, the legal name of the proposer, legal status, federal tax ID number, mailing address, primary contact person for this proposal with email address, telephone number, fax number and the name of the person authorized to sign a contract. Include an original signature, printed name and title and date.

#### 1.5.2 Page Length Limitation (Required)

The proposal must not exceed four (4) pages, excluding cover sheet, any tabs or indexes and references, and any issued addendum. **Failure to include any issued addendum within the RFP shall result in a three point scoring reduction.** If a proposer submits a proposal exceeding this limit, City will consider the pages up to that allowable number and discard all subsequent pages.

One page is defined as: one side of a single 8 ½" x 11" page with single spacing, 12 pt. font and 1" margins. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, etc. will be counted as one page.

There is no scoring deduction for exceeding the proposal page limitation; however, **extra pages will be discarded and will not be considered in the evaluation.**

#### 1.5.3 Quantity of Proposals (Required)

Proposers must submit six (6) complete copies of the proposal and one electronic copy in Adobe Acrobat (PDF) in the sequential order of the proposal with a separate envelope or package for any proprietary information.

#### 1.5.4 Minimum Proposal Contents

- A. Project Narrative: The narrative must include a description of the consultant's understanding of the project objectives.
- B. Project Phasing: The project will be structured in four phases, with each phase having its own deliverables, final acceptance, and independent not-to-exceed cost.
  1. Pre-design Evaluation and Scoping
  2. Design Development, Construction Documents
  3. Bid Support Services
  4. Construction Support Services
- C. Preliminary Work Breakdown and Schedule: The Consultant shall prepare a preliminary project work breakdown and schedule that anticipates all services required to complete the project before June 30, 2015. The Proposal must include a graphic Gant-chart style schedule of major work tasks with project milestones and estimate of time required to complete each task.
  1. Develop final project scope for the landscape project in conjunction with City staff input.
  2. Develop final design of projects for approval by the City Council.
  3. Attend design development meetings with City staff team.

4. Attend up to two Tree Commission meetings and two City Council meetings during the design phase. (City Council meets the first and third Tuesday of each month. Tree Commission meets the first Thursday of the month).
5. Prepare complete bid documents (specs, bid quantities, etc.) and assist City in the bidding of the project. (Existing City templates may be used).
6. Facilitate Pre-Bid Conference, Pre-Construction Conference and Construction Progress meetings. Provide agendas and detailed written minutes for all significant meetings.
7. Provide technical assistance during bidding and construction including Requests for Information and the review/approval of Submittals.
8. Provide Construction Management services including project inspection.

D. The Preliminary Statement of Work (SW): The Preliminary Statement of Work must outline phases of work and the relationship of the proposed tasks to meet the objectives of the project. It must include proposed methods of investigation, analysis, and design as appropriate. Key elements must include:

- a. An expanded outline of all work tasks
2. Detailed work schedule for each major task, including time frames and durations of each task.
3. List of all proposed sub-consultants, including their planned scope of work, key project staff and references (contact names, phone numbers, and email addresses).
4. Description organized by task of City's anticipated role to assist in the development of the plan. Include specific deliverables needed from the City.

E. After the winning proposal has been selected, the preliminary work breakdown and schedule for services will be used to negotiate and prepare the final budget and scope of services that will be submitted as the Statement of Work attached to the City's standard contract for Professional Services. Invoices requesting payment must be prepared and sent to the City monthly. Payment will be made as a percentage of completion of each task.

The City's fiscal year ends on June 30<sup>th</sup>, and all work completed up to that date must be billed no later than July 5<sup>th</sup>. It is of particular importance that work or services rendered are paid out of the budget for the same fiscal year in which the services are budgeted and the service is rendered by the City. Therefore, costs associated with contractors' or subcontractors' work or services rendered under the direction or direct or indirect control of the proposer are also subject to the invoicing requirement listed above by June 30<sup>th</sup> of each year. By April 15<sup>th</sup>, the proposer must submit an estimate of anticipated billings up to June 30<sup>th</sup> of that year.

The proposer should assume that there will be no opportunities to increase the total cost of the sum of all work tasks, but that costs may be shifted from one task to another after tasks are completed. The City's budgeting process does not provide a means to readily change the total project budget, and proposers must assume that increases in the project budget will not be available after the Statement of Work has been accepted. Proposers are responsible to ensure that every effort is made to anticipate potential additional costs after project initiation.

## SECTION 2.0 - EVALUATION PROCESS AND CONSULTANT SELECTION

## 2.1 EVALUATION PROCESS

The City shall select consultants as provided in ORS 279C.110 to provide services on the basis of the consultant's qualifications for the type of professional service required.

**Proposer will be selected in a manner to accommodate the Department's scope and schedule and budget objectives for a particular project. Screening and selection procedures may include considering each candidate's:**

1. Specialized experience, capabilities and technical competence, which the candidate may demonstrate with the candidate's proposed approach and methodology to meet the project requirements;
2. Resources committed to perform the work and the proportion of the time that the candidate's staff would spend on the project, including time for specialized services, within the applicable time limits;
3. Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration;
4. Ownership status and employment practices regarding minority, women and emerging small businesses or historically underutilized businesses;
5. Availability to the project locale;
6. Familiarity with the project locale; and
7. Proposed project management techniques.
  - a) If the screening and selection procedures a Department creates under subsection A.4.a) result in the Department's determination that two or more candidates are equally qualified, the Department may select a candidate through any process the Department adopts that is not based on the candidate's pricing policies, proposals or other pricing information.
  - b) The Department and the selected candidate shall mutually discuss and refine the scope of services for the project and shall negotiate conditions, including but not limited to compensation level and performance schedule, based on the scope of services. The compensation level paid must be reasonable and fair to the Department as determined solely by the Department.
  - c) If the Department and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the Department, the Department shall, either orally or in writing, formally terminate negotiations with the selected candidate. The Department may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the Department terminates the consultant contracting process.

### 2.1.1 Proposal Evaluation

City will review proposals for conformance with the "Pass / Fail" and "REQUIRED" criteria identified in Sections 1.4 and 1.5. Proposals meeting all Pass / Fail criteria will be forwarded to an evaluation committee that will independently review, score and rank proposals according to the scoring criteria set forth in Section 2.2.

The outcome of the evaluation process may, at the City's sole discretion result in:

- a) Notice to proposers of selection or rejection for contract negotiations and possible award;
- b) Further steps to gather additional information for evaluation (e.g. checking references, notice of placement on an interview list, requesting clarification); or

- c) Cancellation of the RFP and either reissuance of the RFP in the same or a revised form or no further action by the City with respect to the RFP.

City may reject any or all proposals and may cancel this RFP at anytime if doing either would be in the public interest as determined by the City. City is not liable for any costs a proposer incurs while preparing or presenting the proposal or during further evaluation stages. All proposals will become part of the public record file without obligation to the City of Ashland.

#### 2.1.2 Interviews / Follow-up Questions

A process of interviews and/or follow-up questions may be conducted and scored at the discretion of the City. If an interview/follow-up process is conducted, the following will apply:

- The City may, at its discretion, conduct an interview/follow-up process with those proposers it considers to be possibly best qualified to perform the potential Scope of Services. The City may conduct more than one interview. The number of proposers selected for the interview/follow-up process is at the discretion of the City.
  - Interviews will require physical attendance at City's offices. All sub-consultants requested by the City must also attend the interview(s)
  - Follow-up questions (if developed) will typically be sent via email to proposer(s). Written answers to any follow up questions must be returned within 14calendar days of date of mailing. An e-mail confirmation of receipt of any follow-up questions shall be sent by the consultant to the City's Project Manager.
- A minimum of three (3) evaluators will score the interviews/follow-up questions.
- The interviews/follow-up questions will have a maximum score of ten (10) points per evaluator.
- An additional three (3) points will be awarded to the No. 1 ranked proposer based upon the evaluation of the initially submitted RFP's. An additional two (2) points will be awarded to the proposer ranked No. 2; unless the point spread between the No. 1 and No. 2 ranked proposers is greater than ten (10) points. In this case; no additional points will be given to the No. 2 proposer. No additional points will be awarded to proposers ranked below No. 2 and chosen to be part of the interview/follow-up process.

#### 2.1.3 References

City does not intend to score references, but may contact references (by phone, email or fax) to verify information provided in proposals.

#### 2.1.4 Clarifications

City may require any clarification it needs to understand a proposer's proposal. Any necessary clarifications or modifications which are in the best interest of City may be made before the proposer is awarded a contract and some or all of the clarifications or modifications may become part of the final contract. Clarifications may not be used to rehabilitate a non-responsive proposal.

#### 2.1.5 Non-resident Proposer

In determining the most responsive proposer, City shall, for the purpose of awarding the contract, add a percent increase to the score of a non-resident proposer equal to the percent, if any of the preference given to the score in the state in which the proposer resides. "Resident proposer" of Oregon means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated in the proposal that the proposer is a "resident

proposer” of the State of Oregon. The undersigned represents him/her self in this proposal to be either a Resident or a Nonresident proposer by completing the appropriate blank below.

- The proposer is \_\_\_\_\_ or is not \_\_\_\_\_ a resident proposer as defined in ORS 279A.120

## **2.2 SCORING CRITERIA**

Scoring will be based upon the following described categories. The proposer must describe how each of the requirements specified in this RFP are met. Responses must be clear and concise.

### **2.2.1 Demonstrate Technical Competence** **Maximum Score 15 points**

Demonstrate a clear and concise understanding of the scope of services being requested in this RFP and summarize the approach and methodology proposed to meet the project requirements.

### **2.2.2 Proposer’s Specialized Experience and Capabilities** **Maximum Score 30 points**

Demonstrate capability to complete the requested services. Response must include:

(15 points) Describe the experience and qualifications of proposed staff and project manager(s), (whether they are from the prime or a sub-consultant). Include descriptions of similar projects, project outcomes and customer feedback received (if any).

(7.5 Points) Describe how you would provide the most technically advanced specialized technical services readily for aspects of the project **which call for specialized experience.**

(7.5 points) Describe any specialties or unique strengths that relate to the services requested in this RFP.

### **2.2.3 Resources Committed and Past Performance** **Maximum Score 25 points**

Demonstrate proposer’s resources available to be allocated for the proposed scope of services.

- (10 points) Describe the extent of involvement of consultant’s Principal(s).
- (15 points) Provide a breakdown of recently completed, related projects including: proposed landscape architectural services cost for listed projects, associated construction cost and change orders cost if any for listed projects.

### **2.2.4 Project Management Techniques** **Maximum Score 15 points**

- (7.5 points) Describe the lead manager's process for ensuring completion on schedule and within the allocated budget. Describe your process for coordinating the work of consultants and agency staff. In addition, describe your approach for minimizing errors and omissions during the Construction Documents and Construction Administration (CA) phases. How does the landscape architectural firm **compensate** the owner for design errors/omissions uncovered after commencing construction?
- (7.5 points) Describe the quality control methods to be employed by the Design Team during construction to ensure a facility that meets the design intent. Indicate the roles of identified key personnel during the CA phase. Describe your system for managing construction change issues during CA.

### **2.2.5 Cost of Services** **Maximum Score 15 points**

In an attached sealed envelope, provide a summary of proposed costs including:

- Proposed project budget

- Professional, technical, draftsman, other professional / sub-professional rate(s);
- Direct non-labor costs that might be applicable;

| Criteria                                      | Max. Score        |
|---|-------------------|
| 2.2.1. Demonstrated Technical Competence      | 15                |
| 2.2.2 Specialized Experience & Capabilities   | 30                |
| 2.2.3 Resources Committed to Perform the Work | 25                |
| 2.2.5 Project Management Techniques           | 15                |
| 2.2.6 Cost of Services                        | 15                |
| <b>TOTAL</b>                                  | <b>100 Points</b> |

## **2.3 AWARD PROCESS**

### **2.3.1 Negotiations**

Following the evaluation process, The City will begin contract negotiations with the highest ranked Proposer. The matters subject to negotiation shall be limited to the following:

1. Comprehensive Scope of Services and Statement of Work;
2. The proposer's personnel committed to the Project: **Changes in staff assigned to the project in original proposal will require City approval; (may result in rejection)**
3. Project Schedule;
4. Professional fees, including reimbursable expenses;
5. Agreement to contract terms.

### **2.3.2 Action upon Failure to Execute Contract**

In the event that a contract cannot be negotiated with the highest ranked proposer, negotiations will be permanently discontinued, and the City will start contract negotiations with the next highest ranked proposer. Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time.

### **2.3.3 Notice of Intent to Award**

Based on successful negotiations with the highest ranked proposer, the City will issue a Notice of Intent to Award a contract.

### **2.3.4 Evaluation Record**

A record will be made of all criteria evaluation ratings and all other grounds upon which selection of the proposer is made. The final evaluation record will be available upon written request.

### **2.3.5 Right to Protest**

An adversely affected or aggrieved Responsive proposer must exhaust all avenues of administrative review and relief before seeking judicial review of the City's selection or Contract award decision.

1. Protest of Proposal Specifications: A proposer who believes the proposal scope of work or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Project Manager. To be considered, protests must be received at least five (5) days before the proposal closing date. Envelopes containing protests should be marked as follows:

Proposal Specification Protest  
Proposal Title  
Closing Date and Time

2. Protest of Award: The award by the City shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City within seven (7) calendar days of the Notice of Intent to Award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected proposer with a right to submit a written protest, a proposer must be next in line for award. The City will not entertain a protest submitted after the time period established in this rule.

#### 2.3.6 Award

The City Council will consider award of the contract based on the Project Manager's recommendation and will authorize the Manager to execute a contract. The contract will be awarded to the proposer who, in the opinion of the City, is the most qualified and meets all required specifications. The City may reject any proposals not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause, any and all proposals upon a finding by the City that it is in the public interest to do so. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth herein.

### **SECTION 3.0 - SCOPE OF SERVICES**

#### **3.1 GENERAL REQUIREMENTS**

3.1.1 Personnel, Materials & Equipment: The Consultant must provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.

3.1.2 Safety Equipment: The Consultant shall provide and use all safety equipment including, but not limited to hard hats, safety vests and clothing required by State and Federal regulations and Department policies and procedures.

3.1.3 Professional Responsibilities: The Consultant must perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work, and must comply with all applicable codes and standards. **Complete and accurate design is the sole responsibility of the consultant. Consultant must verify any information it acquires and utilizes in its design. Consultant is not entitled to rely on the accuracy and completeness of information provided by Owner, Owner's consultants and contractors, and information from public records.** Any drawings and specifications provided will be developed with appropriate input from City staff. However, the City assumes no



responsibility in performing QA/QC of the Consultant's scope of services including, but not limited to, the preparation of construction drawings and specifications. In addition to design, construction plans must include traffic control plans as well as erosion controls plans and provisions meeting all governmental agency requirements having jurisdiction over this project.

#### 3.1.4 Project Management:

The Consultant and the City staff will meet as required during project duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables.

The Consultant will be responsible to:

1. Organize and manage consultant project team and coordinate with city project manager and City staff.
2. Prepare monthly invoices and progress reports including the following:
  - Work Completed during the Month by work task as a percentage of completion.
  - Needs for Additional Information, Reviews, or Changes to the Scope of Work.
  - Scope, Schedule, and Budget Issues and Changes.

# Appendix A

## Contract for PERSONAL SERVICES less than \$35,000

|   |  |
|---|--|
| <p><b>CITY OF<br/>ASHLAND</b><br/>20 East Main Street<br/>Ashland, Oregon 97520<br/>Telephone: 541/488-6002<br/>Fax: 541/488-5311</p>   | <p>CONSULTANT:</p> <p>CONTACT:</p> <p>ADDRESS:</p> <p>TELEPHONE:</p> |
| DATE AGREEMENT PREPARED:  | FAX:   |
| BEGINNING DATE:   | COMPLETION DATE:   |
| COMPENSATION:   |  |
| SERVICES TO BE PROVIDED:  |  |
| <p><b>ADDITIONAL TERMS:</b><br/>In the event of conflicts or discrepancies among the contract documents, the City of Ashland Contract for Personal Services will be primary and take precedence, and any exhibits or ancillary contracts or agreements having redundant or contrary provisions will be subordinate to and interpreted in a manner that will not conflict with the said primary City of Ashland Contract.</p>  |  |
| <p><b>FINDINGS:</b><br/>Pursuant to AMC 2.50.120, after reasonable inquiry and evaluation, the undersigned Department Head finds and determines that: (1) the services to be acquired are personal services; (2) the City does not have adequate personnel nor resources to perform the services; (3) the statement of work represents the department's plan for utilization of such personal services; (4) the undersigned consultant has specialized experience, education, training and capability sufficient to perform the quality, quantity and type of work requested in the scope of work within the time and financial constraints provided; (5) the consultant's proposal will best serve the needs of the City; and (6) the compensation negotiated herein is fair and reasonable.</p>   |  |
| <p>NOW THEREFORE, in consideration of the mutual covenants contained herein the CITY AND CONSULTANT AGREE as follows:</p>   |  |
| <ol style="list-style-type: none"> <li>1. <b>Findings / Recitations.</b> The findings and recitations set forth above are true and correct and are incorporated herein by this reference.</li> <li>2. <b>All Costs by Consultant:</b> Consultant shall, at its own risk and expense, perform the personal services described above and, unless otherwise specified, furnish all labor, equipment and materials required for the proper performance of such service.</li> <li>3. <b>Qualified Work:</b> Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the work required under this contract are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.</li> <li>4. <b>Completion Date:</b> Consultant shall start performing the service under this contract by the beginning date indicated above and complete the service by the completion date indicated above.</li> <li>5. <b>Compensation:</b> City shall pay Consultant for service performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination.</li> <li>6. <b>Ownership of Documents:</b> All documents prepared by Consultant pursuant to this contract shall be the property of City.</li> <li>7. <b>Statutory Requirements:</b> ORS 279C.505, 279C.515, 279C.520 and 279C.530 are made part of this contract.</li> <li>8. <b>Living Wage Requirements:</b> If the amount of this contract is \$20,142.20 or more, Consultant is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any Subcontractor who performs 50% or more of the service work under this contract. Consultant is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees.</li> <li>9. <b>Indemnification:</b> Consultant agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this contract). Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City.</li> <li>10. <b>Termination:</b></li> </ol> |  |

- a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.
- b. City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
  - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
  - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
  - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
  - i. Either City or Consultant may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
  - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this contract. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this contract if Consultant fails to provide services called for by this contract within the time specified herein or in any extension thereof.
  - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section, Consultant shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Consultant for work performed prior to the termination date if such work was performed in accordance with the Contract.

- 11. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City. Consultant shall have the complete responsibility for the performance of this contract. Consultant shall provide workers' compensation coverage as required in ORS Ch 656 for all persons employed to perform work pursuant to this contract. Consultant is a subject employer that will comply with ORS 656.017.
- 12. **Assignment and Subcontracts:** Consultant shall not assign this contract or subcontract any portion of the work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or Subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.
- 13. **Default.** The Consultant shall be in default of this agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract; its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to perform the Services or to qualify as a QRF if consultant has qualified as a QRF for this agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Contract; or attempts to assign rights in, or delegate duties under, the Contract.
- 14. **Insurance.** Consultant shall at its own expense provide the following insurance:
  - a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
  - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, \$2,000,000 or Not Applicable for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
  - c. General Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, \$2,000,000 or Not Applicable for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.
  - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, or Not Applicable for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Consultant or its insurer(s) to the City.

f. Additional Insured/Certificates of Insurance. Consultant shall name The City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies required herein but only with respect to Consultant's services to be provided under this Contract. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Contract, the Consultant shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

15. **Governing Law; Jurisdiction; Venue:** This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Consultant that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the 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 filed in Jackson County, Oregon. Consultant, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

16. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

17. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

**Certification.** Consultant shall sign the certification attached hereto as Exhibit A and herein incorporated by reference.

**Consultant:**

**City of Ashland**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Department Head

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

W-9 One copy of a W-9 is to be submitted with the signed contract.

Purchase Order No. \_\_\_\_\_

## EXHIBIT A

**CERTIFICATIONS/REPRESENTATIONS:** Contractor, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent Contractor as defined in the contract documents, and has checked four or more of the following criteria:

- \_\_\_\_\_ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
- \_\_\_\_\_ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- \_\_\_\_\_ (3) Telephone listing is used for the business separate from the personal residence listing.
- \_\_\_\_\_ (4) Labor or services are performed only pursuant to written contracts.
- \_\_\_\_\_ (5) Labor or services are performed for two or more different persons within a period of one year.
- \_\_\_\_\_ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

---

Contractor

(Date)

EXHIBIT B

# City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

**\$14.42** per hour effective June 30, 2014

(Increases annually every June 30 by the Consumer Price Index)



## Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$20,142.20** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$20,142.20**.

- If their employer is the City of Ashland including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** "Employee" does not include temporary or part-time employees hired for less than 1040 hours in any twelve-month period. For more details on applicability of this policy, please see Ashland Municipal Code Section 3.12.020.

## For additional information:

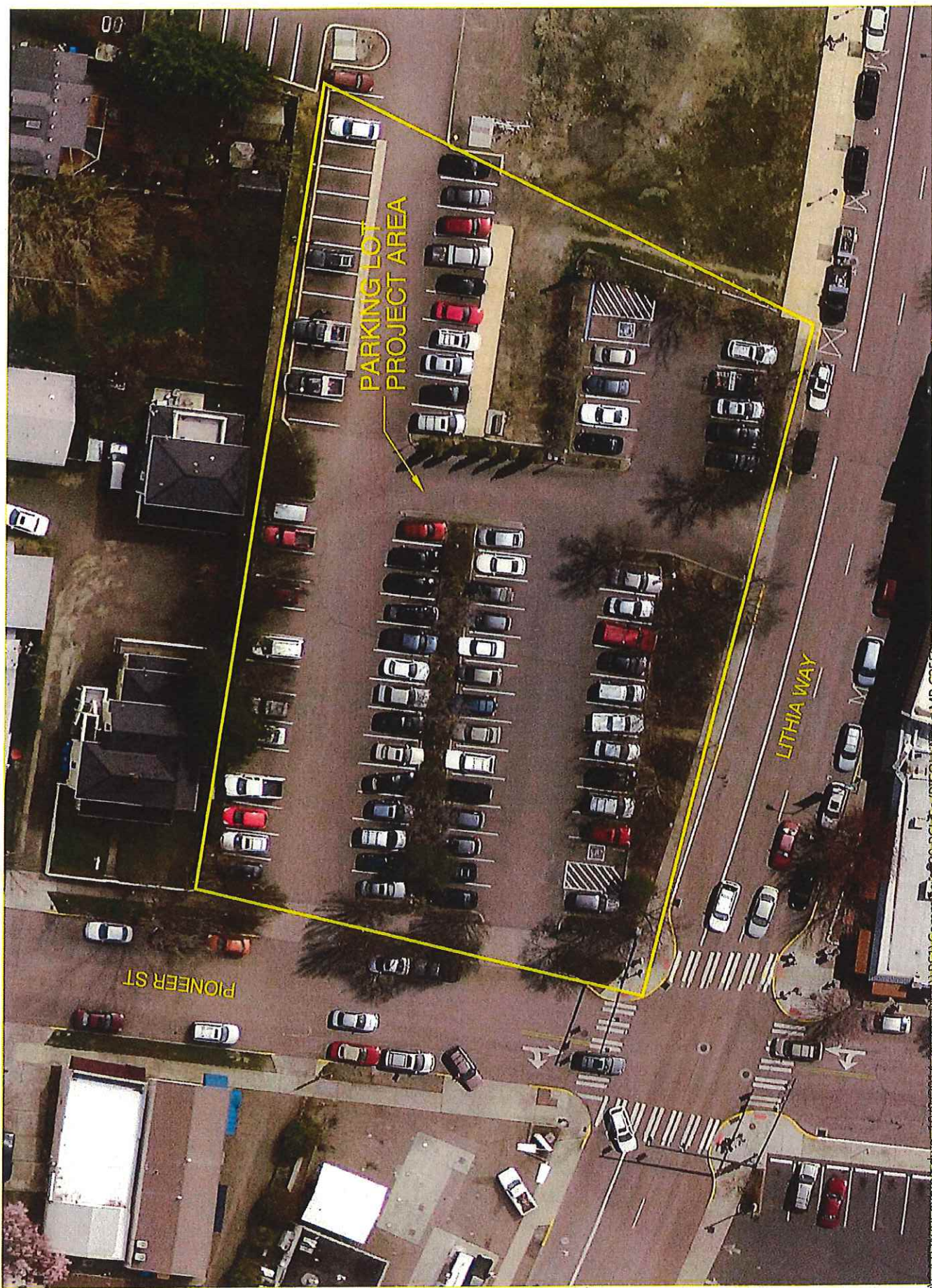
Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520 or visit the city's website at [www.ashland.or.us](http://www.ashland.or.us).

**Notice to Employers:** This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF  
ASHLAND

# Appendix B



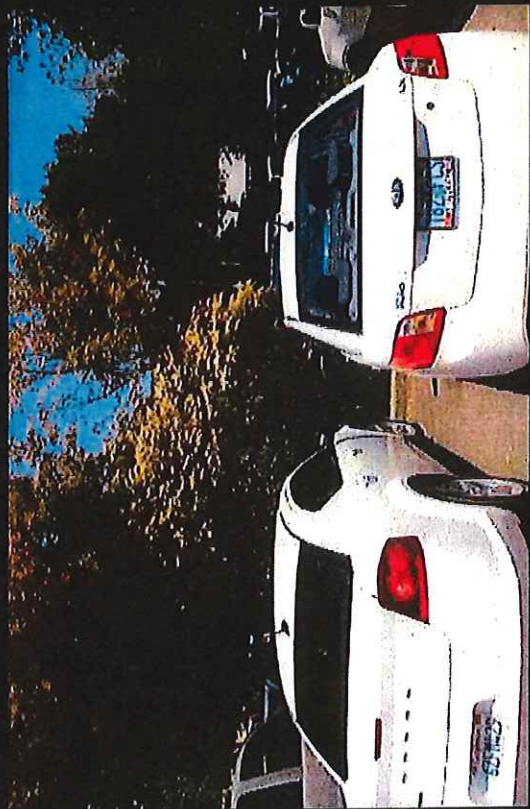
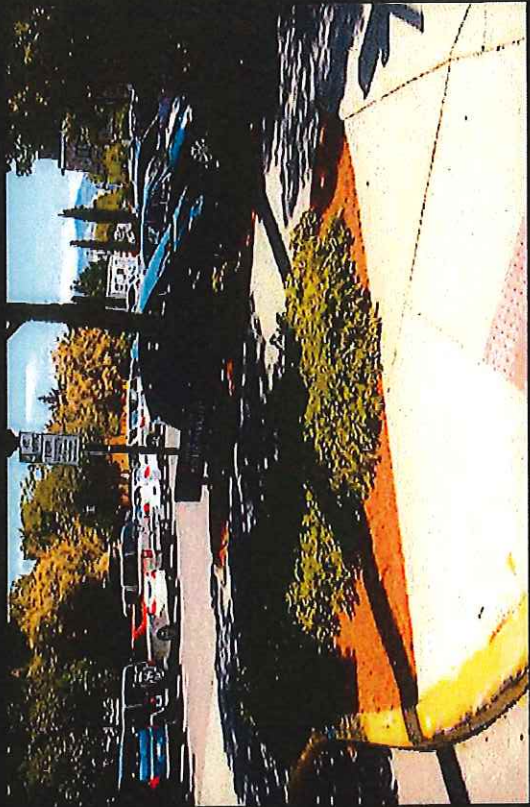


PARKING LOT  
PROJECT AREA

PIONEER ST

LITHIA WAY





# ***REQUEST FOR PROPOSALS***

## **Winburn Way Planter and Pioneer St. Triangle Hardscape & Landscape Improvements**

PROJECT NO: 2014-09

PROJECT TYPE: Professional Landscape  
Architectural Services

PROPOSAL OPENING DATE: 2:00 PM, November 20, 2014

CITY PROJECT MANAGER Scott A. Fleury

CONTRACT DURATION 12 months



**CITY OF  
ASHLAND**  
PUBLIC WORKS ENGINEERING  
20 E. MAIN STREET  
ASHLAND OR 97520  
541/488-5347

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**Appendix A:** Contract Form Including Exhibit A, Form W-9 and City Of Ashland Living Wage

**Appendix B:** Project Site Overview Maps and Photographs

## ADVERTISEMENT

### CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSAL

#### PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES

The City of Ashland is requesting proposals for professional landscape architectural services for the design and construction documentation of two projects. **Winburn Way/N. Main Planter and Lithia Way/Pioneer St. triangle. Reference exhibit B for site map locations and photographs.**

The project will include but is not limited to the following activities:

- Development comprehensive project scope.
- Design of functional landscape and hardscape improvements.
- Attend public meetings with the Tree Commission and City Council
- Preparation of appropriate construction documents
- Facilitate as necessary Pre-Bid, Pre-Construction, and Construction Progress meetings and provide meeting minutes as necessary
- Provide technical assistance during bidding and construction
- Provide Construction Management and Inspection Services as necessary

Proposals must be physically received by **2:00 PM, November 20, 2014**, in the City of Ashland Engineering Office located at 51 Winburn Way, Ashland OR 97520 or by mail at 20 E. Main Street, Ashland, OR 97520. For further information, contact Scott A. Fleury, Engineering Services Manager at 541/552-2414, or by email at [fleury@ashland.or.us](mailto:fleury@ashland.or.us). Consultant selection is anticipated to result in the issuance of a contract for landscape architectural services in the form provided in this RFP, for a duration anticipated to be no more than **12 months**.

Proposal documents are available at the above address, as well as the City of Ashland website at [www.ashland.or.us](http://www.ashland.or.us). Any addenda may be downloaded or picked up at Community Development, 51 Winburn Way, Ashland, Oregon. The bidder must check the website frequently until closing for any addenda that may be issued. All submittals by the proposer must be in hard copy form. Proposals are limited to **four (4)** pages. The proposer must be registered as a Professional Engineer with the State of Oregon. Consultant selection will be based upon weighted criteria as cited in the Request for Proposal document. Standard selection criteria include, but are not limited to: experience, availability, schedule, and response time.

The City of Ashland reserves the right to reject any and all proposals, to waive formalities or to accept any proposal which appears to serve the best interest of the City of Ashland.

---

Dave Kanner, City Administrator

**CITY OF ASHLAND**  
**DEPARTMENT OF PUBLIC WORKS**  
**REQUEST FOR PROPOSAL**  
**WINBURN WAY/N. MAIN PLANTER**  
**LITHIA WAY/PIONEER ST. TRIANGLE**

**SECTION 1 – REQUEST FOR PROPOSALS**

**1.1: SOLICITATION INFORMATION AND REQUIREMENTS**

**1.1.1 Overview**

The City of Ashland is looking for professional landscape architectural services to provide plans, specifications and estimates (PS&E) along with construction documentation for two landscape and hardscape improvements within the City of Ashland downtown corridor.

The City of Ashland receives a transient occupancy tax that is allowed to be used on capital improvement projects for tourism-related facilities or intended to support tourism-related activities. Specific capital projects within the downtown corridor of Ashland have been identified for improvement. The two projects identified within this RFP are priority improvement projects for the Ashland City Council.

**1.1.2 Background**

In March of 2014, The City of Ashland Council approved formation of a Downtown Beautification Committee to analyze and recommend specific projects within the downtown corridor for improvement. Over ten meetings the Committee discussed improvement projects, solicited public input and made a final recommendation to Council for priority projects to proceed forward with based on available funding and preliminary cost estimates. The priority project list was approved by the City Council on September 2, 2014. Projects are expected to be designed and constructed by summer of 2015.

**Winburn Way/N. Main Planter Project Goals:**

Remove the multi-angled seat wall and replace with a single straight wall and add appropriate irrigation and plants to the planter. Strict care should be taken to protect existing cedar tree and maintain pedestrian flow while allowing for appropriate seating. Also to be incorporated into the final design is the City's plan to relocated the existing curb line and ramp to provide a safer pedestrian crossing. Existing pedestrian light to be relocated to approved area near new curb line. City to provide selected consultant with topographic survey data of planter area for use in design. Tree Commission will be consulted for final plant material selections.

**Lithia Way/Pioneer St. Triangle Project Goals:**

This odd shaped piece of City owned property has a number of issues including raised sidewalks due to tree roots, ADA access concerns, irrigation challenges and awkward elevation changes along with a mixture of materials. The project calls for creating a cohesive look with the existing public art piece by standardizing materials. Additional concrete work outside of project area is to be expected and incorporated into final design. City to provide selected consultant with topographic survey data of area for



use in design along with previously developed cost estimates and scoping. Tree Commission will be consulted for final plant material selections.

### 1.1.3 Definitions

For the purposes of this RFP:

**"Calendar days"** means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day;

**"Days"** means calendar days;

**"Business days"** means calendar days, excluding Saturdays, Sundays and all City recognized holidays.

**"Agency"** or **"City"** means City of Ashland

**"Council"** means City of Ashland City Council

**"Manager"** means Project Manager

**"Owner"** means City of Ashland

**"Proposers"** means all firms submitting proposals are referred to as proposers in this document; after negotiations, an awarded proposer will be designated as "consultant".

**"RFP"** means Request for Proposal.

**"Scope of Work"** means the general character and range of services and supplies required to perform the work's purpose and objectives, and an overview of the performance outcomes expected by Agency.

**"Services"** means the services to be performed under the Contract.

**"Statement of Work"** means the specific provision in the final Contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

### 1.1.4 Contract Form

The consultant selected by City will be expected to enter into a written contract in the form attached to this RFP as Appendix A. The proposal should indicate acceptance of City's contract provisions. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted as outlined under Section 1.4.2. Unconditional refusal to accept the contract provisions will result in proposal rejection.

Contract Duration – the anticipated duration of the contract is **12 months**.

Contract Payment - Contingent upon City's need, consultant's performance and the availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and all applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services, Fixed price per deliverable, Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit



DBE Participation – The utilization of federal funds is not anticipated in this contract, and no DBE participation goals will be assigned.

Ashland Living Wage Requirements – Consultant’s employees must be paid at least the living wage as established by the City of Ashland on June 30, 2014 (14.42 per hour):

- For all hours worked under a service contract between their employer and the City if the contract exceeds \$19,825 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee’s time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of \$19,825.

In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employees’ wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

#### 1.1.5 Business License Required

The selected consultant must have or acquire a current City of Ashland business license prior to conducting any work under this contract.

#### 1.1.6 Insurance Requirements

Contractor shall at its own expense provide the following insurance:

- a. Worker’s Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers’ compensation coverage for all their subject workers.
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than **\$1,000,000** for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days’ written notice from the contractor or its insurer(s) to the City.

#### Additional Insured/Certificates of Insurance

Contractor shall name The City of Ashland, Oregon, and its elected officials, officers and employees as additional insurers on any insurance policies required herein but only with respect to contractor’s services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor must furnish acceptable insurance certificates prior to commencing work under this contract. The certificate must specify all of the parties who are additional insurers. The consultant’s insurance must be primary and non-contributory. Insuring companies or entities are subject to the City’s acceptance. If requested, complete copies of

insurance policies; trust agreements, etc. must be provided to the City. The contractor must pay for all pertinent deductibles, self-insured retentions and/or self-insurance.

## **1.2 QUESTIONS AND CLARIFICATIONS**

### **1.2.1 Proposer Questions**

All inquires, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services must be submitted in writing to the City's Project Manager listed in the advertisement for this proposal, at 20 East Main Street, Ashland Oregon 97520. All questions must be received not later than ten (10) calendar days prior to the proposal submission deadline.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitutions or clarification of the RFP or attached terms and conditions, an official addendum to this RFP will be issued. The addenda may be downloaded or picked up at Community Development, 51 Winburn Way, Ashland, Oregon. The bidder must check the website frequently until closing. Proposer shall indicate receipt of all issued addenda by attaching a copy of each addendum to the proposal. Any addenda will not be included in the total maximum page limit.

Any addendum issued by the City seventy-two (72) hours or more before the scheduled closing time for submission of proposals, Saturday, Sunday and legal holidays not included, shall be binding proposers. Failure of any proposer to receive or obtain such addenda shall not excuse it from compliance therewith if it is awarded the contract.

## **1.3 PROTESTS**

### **1.3.1 Award Protest Requirements**

Every proposer submitting a proposal shall be notified of its selection status. Any proposer who claims to have been adversely affected or aggrieved by the selection, or any proposer who contends that the provisions of the RFP or any aspect of the procurement process has promoted favoritism in the award of the contract or has substantially diminished competition, must file a written protest to the RFP within seven (7) calendar days after the date of the selection notice. Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS Chapter 279, the City of Ashland Local Contract Review Board Rules or the City's procedures for screening and selection of persons to perform personal services.

### **1.3.2 Specification Protest Process**

Delivery: A proposer must deliver a protest of specifications to the City in writing no later than seven (7) calendar days prior to the proposal due date as follows:

Specification Protest  
Proposal#: 2014-09 Downtown Beautification  
City of Ashland Public Works Department  
ATTN: Engineering Services Manager  
20 East Main Street  
Ashland, OR 97520

Content: A proposer's written protest must include:

- A detailed statement of the legal and factual grounds for the protest;
- description of the resulting prejudice to the proposer; and

- A statement of the form of relief requested or any proposed changes to the specifications.

City Response: The City may reject without consideration a proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a proposer in accordance with this rule, the City may extend closing if the City determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS 279B.405.

### 1.3.3 Costs and Damages

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. City shall not be liable for the proposer's damages or costs for filing the protest or to any participant in the protest, on any basis, express or implied.

## 1.4 **"PASS / FAIL" PROPOSAL SUBMISSION REQUIREMENTS**

Each proposal must comply with the following Pass / Fail criteria. Proposals not meeting ALL Pass / Fail criteria shall be rejected.

### 1.4.1 Proposal Submission Deadline (Pass / Fail)

Proposals must be received by the submission deadline as indicated in this RFP and at the address specified. City will not accept proposals submitted by facsimile or electronic mail, nor will it accept proposals submitted after the proposal submission deadline. City is not responsible for and will not accept late or mis-delivered proposals.

### 1.4.2 Terms and Conditions (Pass / Fail)

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing and calendar with the selected proposer. By proposal submission, the selected proposer agrees to be bound by the terms and conditions set forth in this RFP and as they may have been modified or reserved by City for negotiation. Any proposal that is conditioned upon City's acceptance of any other terms and conditions or rights to negotiate will be rejected.

### 1.4.3 Proprietary Information

The City is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the City to disclose all records generated or received in the transaction of City business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501(15)). The City will not disclose records submitted by a proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

The RFP in its entirety cannot be marked confidential, nor, shall any pricing be marked confidential.

Each page containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other RFP documents in a separate envelope or package for confidential documents.
- Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail
- If such conflict occurs, the proposer is instructed to insert the following statement where the requested information that is deemed confidential was to have been placed: “Refer to confidential information enclosed.”

Proposers who desire that additional information be treated as confidential must mark those pages as “confidential” and cite a specific statutory basis for the exemption and the reasons why the public interest would be served by the confidentiality. Should a proposal be submitted as described in this section, no portion of it can be held as confidential unless that portion is segregated as described above.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City, in its sole discretion determines to be not exempt from disclosure or that the City is directed to disclose by the City Attorney, the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the City will notify the proposer. If the proposer disagrees with the City’s decision, the City may, but is not required to, enter into an agreement not to disclose the information so long as the proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any alternative dispute resolution and appeals, necessary to defend or support a no-disclosure decision.

#### 1.4.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

### **1.5 “REQUIRED” PROPOSAL SUBMISSION ITEMS AND SCORING DEDUCTIONS**

Any items in this Section 1.5 marked as REQUIRED that are incomplete or are not submitted with the proposal will receive a three (3) point scoring deduction for each item and must be submitted within two (2) business days of request by City. Failure to deliver properly completed “REQUIRED” items within two (2) business days of request by City will result in proposal rejection.

Proposals must follow/match the numbering outline as shown in the Scoring Criteria; Section 2.2 of this RFP. Each bullet point under each section of the Scoring Criteria must be answered clearly and specifically. A 2- point scoring deduction will be applied in each instance where this

requirement is not met. **Or, the City may, at its sole discretion, reject any proposal which does not follow/match the Scoring Criteria numbering as presented in this RFP or which does not answer clearly and specifically each bullet point under each criteria.**

#### 1.5.1 Cover Sheet (Required)

The proposal must include a completed cover sheet signed by a duly authorized representative empowered to bind the proposer (at least one original signature). The cover sheet shall state the project title, the legal name of the proposer, legal status, federal tax ID number, mailing address, primary contact person for this proposal with email address, telephone number, fax number and the name of the person authorized to sign a contract. Include an original signature, printed name and title and date.

#### 1.5.2 Page Length Limitation (Required)

The proposal must not exceed four (4) pages, excluding cover sheet, any tabs or indexes and references, and any issued addendum. **Failure to include any issued addendum within the RFP shall result in a three point scoring reduction.** If a proposer submits a proposal exceeding this limit, City will consider the pages up to that allowable number and discard all subsequent pages.

One page is defined as: one side of a single 8 ½" x 11" page with single spacing, 12 pt. font and 1" margins. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, etc. will be counted as one page.

There is no scoring deduction for exceeding the proposal page limitation; however, **extra pages will be discarded and will not be considered in the evaluation.**

#### 1.5.3 Quantity of Proposals (Required)

Proposers must submit six (6) complete copies of the proposal and one electronic copy in Adobe Acrobat (PDF) in the sequential order of the proposal with a separate envelope or package for any proprietary information.

#### 1.5.4 Minimum Proposal Contents

- A. Project Narrative: The narrative must include a description of the consultant's understanding of the project objectives.
- B. Project Phasing: The project will be structured in four phases, with each phase having its own deliverables, final acceptance, and independent not-to-exceed cost.
  - 1. Pre-design Evaluation and Scoping
  - 2. Design Development, Construction Documents
  - 3. Bid Support Services
  - 4. Construction Support Services
- C. Preliminary Work Breakdown and Schedule: The Consultant shall prepare a preliminary project work breakdown and schedule that anticipates all services required to complete the project before June 30, 2015. The Proposal must include a graphic Gant-chart style schedule of major work tasks with project milestones and estimate of time required to complete each task.
  - 1. Develop final project scope for the landscape/hardscape projects in conjunction with City staff input.
  - 2. Develop final design of projects for approval by the City Council.
  - 3. Attend design development meetings with City staff team.
  - 4. Attend up to two Tree Commission meetings and two City Council meetings during the design phase. (City Council meets the first and third Tuesday of each month. Tree Commission meets the first Thursday of the month).

5. Prepare complete bid documents (specs, bid quantities, etc.) and assist City in the bidding of the project. (Existing City templates may be used).
6. Facilitate Pre-Bid Conference, Pre-Construction Conference and Construction Progress meetings. Provide agendas and detailed written minutes for all significant meetings.
7. Provide technical assistance during bidding and construction including Requests for Information and the review/approval of Submittals.
8. Provide Construction Management services including project inspection.

- D. The Preliminary Statement of Work (SW): The Preliminary Statement of Work must outline phases of work and the relationship of the proposed tasks to meet the objectives of the project. It must include proposed methods of investigation, analysis, and design as appropriate. Key elements must include:
1. An expanded outline of all work tasks
  2. Detailed work schedule for each major task, including time frames and durations of each task.
  3. List of all proposed sub-consultants, including their planned scope of work, key project staff and references (contact names, phone numbers, and email addresses).
  4. Description organized by task of City's anticipated role to assist in the development of the plan. Include specific deliverables needed from the City.
- E. After the winning proposal has been selected, the preliminary work breakdown and schedule for services will be used to negotiate and prepare the final budget and scope of services that will be submitted as the Statement of Work attached to the City's standard contract for Professional Services. Invoices requesting payment must be prepared and sent to the City monthly. Payment will be made as a percentage of completion of each task.

The City's fiscal year ends on June 30<sup>th</sup>, and all work completed up to that date must be billed no later than July 5<sup>th</sup>. It is of particular importance that work or services rendered are paid out of the budget for the same fiscal year in which the services are budgeted and the service is rendered by the City. Therefore, costs associated with contractors' or subcontractors' work or services rendered under the direction or direct or indirect control of the proposer are also subject to the invoicing requirement listed above by June 30<sup>th</sup> of each year. By April 15<sup>th</sup>, the proposer must submit an estimate of anticipated billings up to June 30<sup>th</sup> of that year.

The proposer should assume that there will be no opportunities to increase the total cost of the sum of all work tasks, but that costs may be shifted from one task to another after tasks are completed. The City's budgeting process does not provide a means to readily change the total project budget, and proposers must assume that increases in the project budget will not be available after the Statement of Work has been accepted. Proposers are responsible to ensure that every effort is made to anticipate potential additional costs after project initiation.

## **SECTION 2.0 - EVALUATION PROCESS AND CONSULTANT SELECTION**

### **2.1 EVALUATION PROCESS**

The City shall select consultants as provided in ORS 279C.110 to provide services on the basis of the consultant's qualifications for the type of professional service required.

**Proposer will be selected in a manner to accommodate the Department's scope and schedule and budget objectives for a particular project. Screening and selection procedures may include considering each candidate's:**

1. Specialized experience, capabilities and technical competence, which the candidate may demonstrate with the candidate's proposed approach and methodology to meet the project requirements;
2. Resources committed to perform the work and the proportion of the time that the candidate's staff would spend on the project, including time for specialized services, within the applicable time limits;
3. Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration;
4. Ownership status and employment practices regarding minority, women and emerging small businesses or historically underutilized businesses;
5. Availability to the project locale;
6. Familiarity with the project locale; and
7. Proposed project management techniques.
  - a) If the screening and selection procedures a Department creates under subsection A.4.a) result in the Department's determination that two or more candidates are equally qualified, the Department may select a candidate through any process the Department adopts that is not based on the candidate's pricing policies, proposals or other pricing information.
  - b) The Department and the selected candidate shall mutually discuss and refine the scope of services for the project and shall negotiate conditions, including but not limited to compensation level and performance schedule, based on the scope of services. The compensation level paid must be reasonable and fair to the Department as determined solely by the Department.
  - c) If the Department and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the Department, the Department shall, either orally or in writing, formally terminate negotiations with the selected candidate. The Department may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the Department terminates the consultant contracting process.

**2.1.1 Proposal Evaluation**

City will review proposals for conformance with the "Pass / Fail" and "REQUIRED" criteria identified in Sections 1.4 and 1.5. Proposals meeting all Pass / Fail criteria will be forwarded to an evaluation committee that will independently review, score and rank proposals according to the scoring criteria set forth in Section 2.2.

The outcome of the evaluation process may, at the City's sole discretion result in:

- a) Notice to proposers of selection or rejection for contract negotiations and possible award;
- b) Further steps to gather additional information for evaluation (e.g. checking references, notice of placement on an interview list, requesting clarification); or
- c) Cancellation of the RFP and either reissuance of the RFP in the same or a revised form or no further action by the City with respect to the RFP.

City may reject any or all proposals and may cancel this RFP at anytime if doing either would be in the public interest as determined by the City. City is not liable for any costs a proposer incurs while preparing or presenting the proposal or during further evaluation stages. All proposals will become part of the public record file without obligation to the City of Ashland.

#### 2.1.2 Interviews / Follow-up Questions

A process of interviews and/or follow-up questions may be conducted and scored at the discretion of the City. If an interview/follow-up process is conducted, the following will apply:

- The City may, at its discretion, conduct an interview/follow-up process with those proposers it considers to be possibly best qualified to perform the potential Scope of Services. The City may conduct more than one interview. The number of proposers selected for the interview/follow-up process is at the discretion of the City.
  - Interviews will require physical attendance at City's offices. All sub-consultants requested by the City must also attend the interview(s)
  - Follow-up questions (if developed) will typically be sent via email to proposer(s). Written answers to any follow up questions must be returned within 14calendar days of date of mailing. An e-mail confirmation of receipt of any follow-up questions shall be sent by the consultant to the City's Project Manager.
- A minimum of three (3) evaluators will score the interviews/follow-up questions.
- The interviews/follow-up questions will have a maximum score of ten (10) points per evaluator.
- An additional three (3) points will be awarded to the No. 1 ranked proposer based upon the evaluation of the initially submitted RFP's. An additional two (2) points will be awarded to the proposer ranked No. 2; unless the point spread between the No. 1 and No. 2 ranked proposers is greater than ten (10) points. In this case; no additional points will be given to the No. 2 proposer. No additional points will be awarded to proposers ranked below No. 2 and chosen to be part of the interview/follow-up process.

#### 2.1.3 References

City does not intend to score references, but may contact references (by phone, email or fax) to verify information provided in proposals.

#### 2.1.4 Clarifications

City may require any clarification it needs to understand a proposer's proposal. Any necessary clarifications or modifications which are in the best interest of City may be made before the proposer is awarded a contract and some or all of the clarifications or modifications may become part of the final contract. Clarifications may not be used to rehabilitate a non-responsive proposal.

#### 2.1.5 Non-resident Proposer

In determining the most responsive proposer, City shall, for the purpose of awarding the contract, add a percent increase to the score of a non-resident proposer equal to the percent, if any of the preference given to the score in the state in which the proposer resides. "Resident proposer" of Oregon means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated in the proposal that the proposer is a "resident proposer" of the State of Oregon. The undersigned represents him/her self in this proposal to be either a Resident or a Nonresident proposer by completing the appropriate blank below.

- The proposer is \_\_\_\_\_ or is not \_\_\_\_\_ a resident proposer as defined in ORS 279A.120



## **2.2 SCORING CRITERIA**

Scoring will be based upon the following described categories. The proposer must describe how each of the requirements specified in this RFP are met. Responses must be clear and concise.

### **2.2.1 Demonstrate Technical Competence**

**Maximum Score 15 points**

Demonstrate a clear and concise understanding of the scope of services being requested in this RFP and summarize the approach and methodology proposed to meet the project requirements.

### **2.2.2 Proposer's Specialized Experience and Capabilities**

**Maximum Score 30 points**

Demonstrate capability to complete the requested services. Response must include:

(15 points) Describe the experience and qualifications of proposed staff and project manager(s), (whether they are from the prime or a sub-consultant). Include descriptions of similar projects, project outcomes and customer feedback received (if any).

(7.5 Points) Describe how you would provide the most technically advanced specialized technical services readily for aspects of the project **which call for specialized experience.**

(7.5 points) Describe any specialties or unique strengths that relate to the services requested in this RFP.

### **2.2.3 Resources Committed and Past Performance**

**Maximum Score 25 points**

Demonstrate proposer's resources available to be allocated for the proposed scope of services.

- (10 points) Describe the extent of involvement of consultant's Principal(s).
- (15 points) Provide a breakdown of recently completed, related projects including: proposed landscape architectural services cost for listed projects, associated construction cost and change orders cost if any for listed projects.

### **2.2.5 Project Management Techniques**

**Maximum Score 15 points**

- (7.5 points) Describe the lead manager's process for ensuring completion on schedule and within the allocated budget. Describe your process for coordinating the work of consultants and agency staff. In addition, describe your approach for minimizing errors and omissions during the Construction Documents and Construction Administration (CA) phases. How does the landscape architectural firm **compensate** the owner for design errors/omissions uncovered after commencing construction?
- (7.5 points) Describe the quality control methods to be employed by the Design Team during construction to ensure a facility that meets the design intent. Indicate the roles of identified key personnel during the CA phase. Describe your system for managing construction change issues during CA.

### **2.2.6 Cost of Services**

**Maximum Score 15 points**

In an attached sealed envelope, provide a summary of proposed costs including:

- Proposed project budget
- Professional, technical, draftsperson, other professional / sub-professional rate(s);
- Direct non-labor costs that might be applicable;

| Criteria                                      | Max. Score        |
|---|-------------------|
| 2.2.1. Demonstrated Technical Competence      | 15                |
| 2.2.2 Specialized Experience & Capabilities   | 30                |
| 2.2.3 Resources Committed to Perform the Work | 25                |
| 2.2.5 Project Management Techniques           | 15                |
| 2.2.6 Cost of Services                        | 15                |
| <b>TOTAL</b>                                  | <b>100 Points</b> |

## **2.3 AWARD PROCESS**

### 2.3.1 Negotiations

Following the evaluation process, The City will begin contract negotiations with the highest ranked Proposer. The matters subject to negotiation shall be limited to the following:

1. Comprehensive Scope of Services and Statement of Work;
2. The proposer's personnel committed to the Project: **Changes in staff assigned to the project in original proposal will require City approval; (may result in rejection)**
3. Project Schedule;
4. Professional fees, including reimbursable expenses;
5. Agreement to contract terms.

### 2.3.2 Action upon Failure to Execute Contract

In the event that a contract cannot be negotiated with the highest ranked proposer, negotiations will be permanently discontinued, and the City will start contract negotiations with the next highest ranked proposer. Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time.

### 2.3.3 Notice of Intent to Award

Based on successful negotiations with the highest ranked proposer, the City will issue a Notice of Intent to Award a contract.

### 2.3.4 Evaluation Record

A record will be made of all criteria evaluation ratings and all other grounds upon which selection of the proposer is made. The final evaluation record will be available upon written request.

### 2.3.5 Right to Protest

An adversely affected or aggrieved Responsive proposer must exhaust all avenues of administrative review and relief before seeking judicial review of the City's selection or Contract award decision.

1. Protest of Proposal Specifications: A proposer who believes the proposal scope of work or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Project Manager. To be considered, protests must be received at

least five (5) days before the proposal closing date. Envelopes containing protests should be marked as follows:

Proposal Specification Protest  
Proposal Title  
Closing Date and Time

2. Protest of Award: The award by the City shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City within seven (7) calendar days of the Notice of Intent to Award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected proposer with a right to submit a written protest, a proposer must be next in line for award. The City will not entertain a protest submitted after the time period established in this rule.

### 2.3.6 Award

The City Council will consider award of the contract based on the Project Manager's recommendation and will authorize the Manager to execute a contract. The contract will be awarded to the proposer who, in the opinion of the City, is the most qualified and meets all required specifications. The City may reject any proposals not in compliance with all prescribed public procurement procedures and requirements and may reject any and all proposals upon a finding by the City that it is in the public interest to do so. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth herein.

## **SECTION 3.0 - SCOPE OF SERVICES**

### **3.1 GENERAL REQUIREMENTS**

3.1.1 Personnel, Materials & Equipment: The Consultant must provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.

3.1.2 Safety Equipment: The Consultant shall provide and use all safety equipment including, but not limited to hard hats, safety vests and clothing required by State and Federal regulations and Department policies and procedures.

3.1.3 Professional Responsibilities: The Consultant must perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work, and must comply with all applicable codes and standards. **Complete and accurate design is the sole responsibility of the consultant. Consultant must verify any information it acquires and utilizes in its design. Consultant is not entitled to rely on the accuracy and completeness of information provided by Owner, Owner's consultants and contractors, and information from public records.** Any drawings and specifications provided will be developed with appropriate input from City staff. However, the City assumes no responsibility in performing QA/QC of the Consultant's scope of services including, but not limited to, the preparation of construction drawings and specifications. In addition to design, construction plans must include traffic control plans as well as erosion controls plans and provisions meeting all governmental agency requirements having jurisdiction over this project.

3.1.4 Project Management:

The Consultant and the City staff will meet as required during project duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables.

The Consultant will be responsible to:

1. Organize and manage consultant project team and coordinate with city project manager and City staff.
2. Prepare monthly invoices and progress reports including the following:
  - Work Completed during the Month by work task as a percentage of completion.
  - Needs for Additional Information, Reviews, or Changes to the Scope of Work.
  - Scope, Schedule, and Budget Issues and Changes.

# **Appendix A**

## Contract for PERSONAL SERVICES less than \$35,000

|   |  |
|---|--|
| <p><b>CITY OF<br/>ASHLAND</b><br/>20 East Main Street<br/>Ashland, Oregon 97520<br/>Telephone: 541/488-6002<br/>Fax: 541/488-5311</p>   | <p>CONSULTANT:<br/><br/>CONTACT:<br/><br/>ADDRESS:<br/><br/>TELEPHONE:<br/><br/>FAX:</p> |
| DATE AGREEMENT PREPARED:  | COMPLETION DATE:   |
| BEGINNING DATE:   | COMPLETION DATE:   |
| COMPENSATION:   |  |
| SERVICES TO BE PROVIDED:  |  |
| <p><b>ADDITIONAL TERMS:</b><br/>In the event of conflicts or discrepancies among the contract documents, the City of Ashland Contract for Personal Services will be primary and take precedence, and any exhibits or ancillary contracts or agreements having redundant or contrary provisions will be subordinate to and interpreted in a manner that will not conflict with the said primary City of Ashland Contract.</p>  |  |
| <p><b>FINDINGS:</b><br/>Pursuant to AMC 2.50.120, after reasonable inquiry and evaluation, the undersigned Department Head finds and determines that: (1) the services to be acquired are personal services; (2) the City does not have adequate personnel nor resources to perform the services; (3) the statement of work represents the department's plan for utilization of such personal services; (4) the undersigned consultant has specialized experience, education, training and capability sufficient to perform the quality, quantity and type of work requested in the scope of work within the time and financial constraints provided; (5) the consultant's proposal will best serve the needs of the City; and (6) the compensation negotiated herein is fair and reasonable.</p>   |  |
| <p>NOW THEREFORE, in consideration of the mutual covenants contained herein the CITY AND CONSULTANT AGREE as follows:</p>   |  |
| <ol style="list-style-type: none"> <li>1. <b>Findings / Recitations.</b> The findings and recitations set forth above are true and correct and are incorporated herein by this reference.</li> <li>2. <b>All Costs by Consultant:</b> Consultant shall, at its own risk and expense, perform the personal services described above and, unless otherwise specified, furnish all labor, equipment and materials required for the proper performance of such service.</li> <li>3. <b>Qualified Work:</b> Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the work required under this contract are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.</li> <li>4. <b>Completion Date:</b> Consultant shall start performing the service under this contract by the beginning date indicated above and complete the service by the completion date indicated above.</li> <li>5. <b>Compensation:</b> City shall pay Consultant for service performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination.</li> <li>6. <b>Ownership of Documents:</b> All documents prepared by Consultant pursuant to this contract shall be the property of City.</li> <li>7. <b>Statutory Requirements:</b> ORS 279C.505, 279C.515, 279C.520 and 279C.530 are made part of this contract.</li> <li>8. <b>Living Wage Requirements:</b> If the amount of this contract is \$20,142.20 or more, Consultant is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any Subcontractor who performs 50% or more of the service work under this contract. Consultant is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees.</li> <li>9. <b>Indemnification:</b> Consultant agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this contract). Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City.</li> <li>10. <b>Termination:</b></li> </ol> |  |

- a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.
- b. City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
  - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
  - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
  - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
  - i. Either City or Consultant may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
  - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this contract. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this contract if Consultant fails to provide services called for by this contract within the time specified herein or in any extension thereof.
  - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section, Consultant shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Consultant for work performed prior to the termination date if such work was performed in accordance with the Contract.

- 11. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City. Consultant shall have the complete responsibility for the performance of this contract. Consultant shall provide workers' compensation coverage as required in ORS Ch 656 for all persons employed to perform work pursuant to this contract. Consultant is a subject employer that will comply with ORS 656.017.
- 12. **Assignment and Subcontracts:** Consultant shall not assign this contract or subcontract any portion of the work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or Subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.
- 13. **Default.** The Consultant shall be in default of this agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract; its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to perform the Services or to qualify as a QRF if consultant has qualified as a QRF for this agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Contract; or attempts to assign rights in, or delegate duties under, the Contract.
- 14. **Insurance.** Consultant shall at its own expense provide the following insurance:
  - a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
  - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, \$2,000,000 or Not Applicable for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
  - c. General Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, \$2,000,000 or Not Applicable for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.
  - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, or Not Applicable for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Consultant or its insurer(s) to the City.

f. Additional Insured/Certificates of Insurance. Consultant shall name The City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies required herein but only with respect to Consultant's services to be provided under this Contract. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Contract, the Consultant shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

15. **Governing Law; Jurisdiction; Venue:** This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Consultant that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the 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 filed in Jackson County, Oregon. Consultant, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

16. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

17. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

**Certification.** Consultant shall sign the certification attached hereto as Exhibit A and herein incorporated by reference.

**Consultant:**

**City of Ashland**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Department Head

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

W-9 One copy of a W-9 is to be submitted with the signed contract.

Purchase Order No. \_\_\_\_\_



## EXHIBIT A

**CERTIFICATIONS/REPRESENTATIONS:** Contractor, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent Contractor as defined in the contract documents, and has checked four or more of the following criteria:

- \_\_\_\_\_ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
- \_\_\_\_\_ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- \_\_\_\_\_ (3) Telephone listing is used for the business separate from the personal residence listing.
- \_\_\_\_\_ (4) Labor or services are performed only pursuant to written contracts.
- \_\_\_\_\_ (5) Labor or services are performed for two or more different persons within a period of one year.
- \_\_\_\_\_ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

---

Contractor

(Date)

EXHIBIT B

# City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

**\$14.42** per hour effective June 30, 2014

**(Increases annually every June 30 by the Consumer Price Index)**



## Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$20,142.20** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$20,142.20**.

- If their employer is the City of Ashland including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** "Employee" does not include temporary or part-time employees hired for less than 1040 hours in any twelve-month period. For more details on applicability of this policy, please see Ashland Municipal Code Section 3.12.020.

## For additional information:

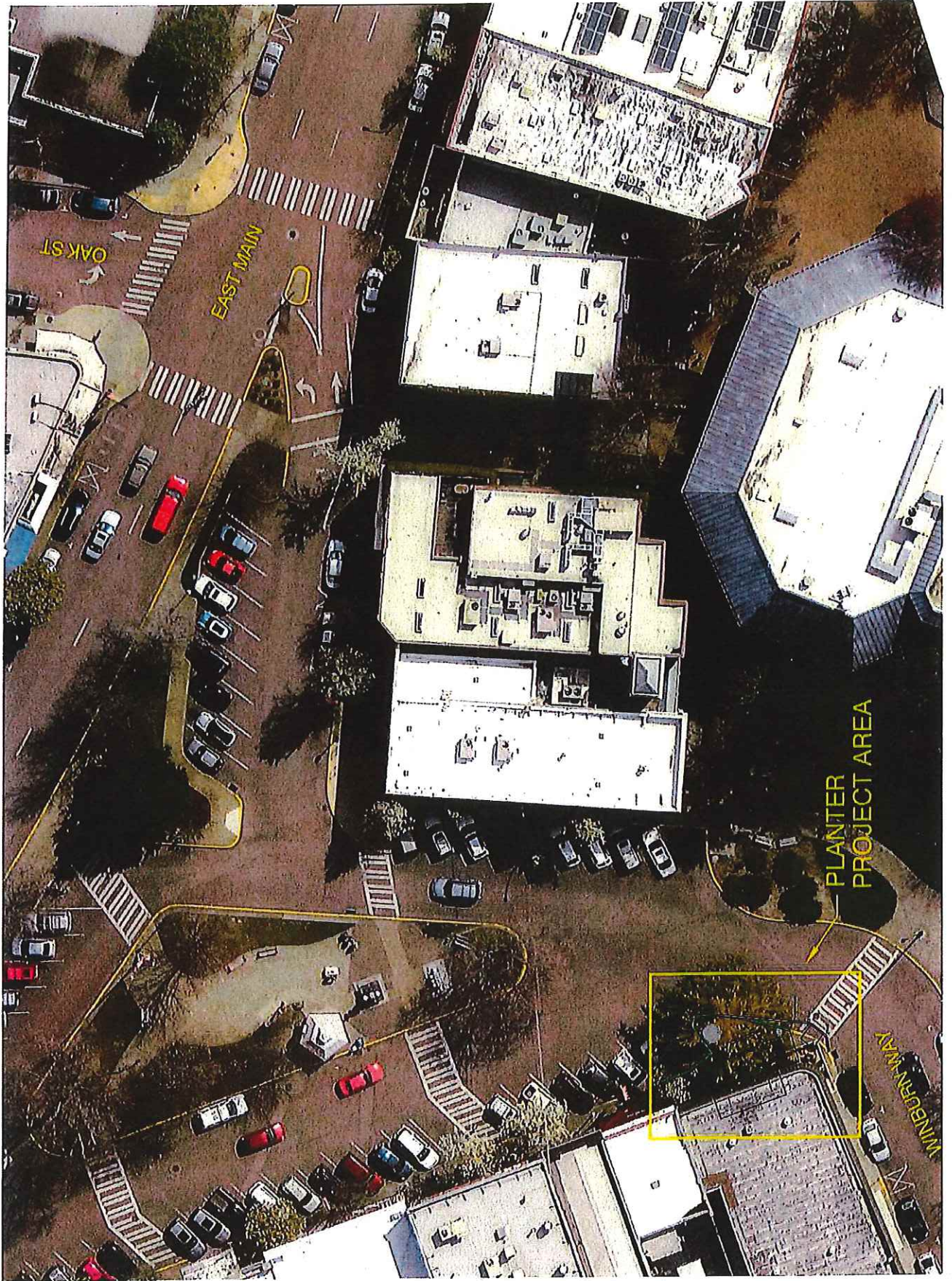
Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520 or visit the city's website at [www.ashland.or.us](http://www.ashland.or.us).

**Notice to Employers:** This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF  
ASHLAND

# Appendix B





PLANTER  
PROJECT AREA

OAK ST

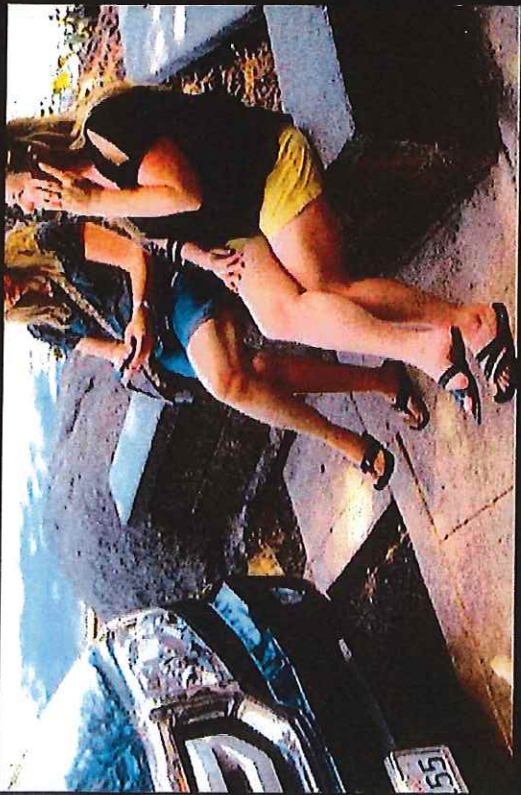
EAST MAIN

WINGER WAY

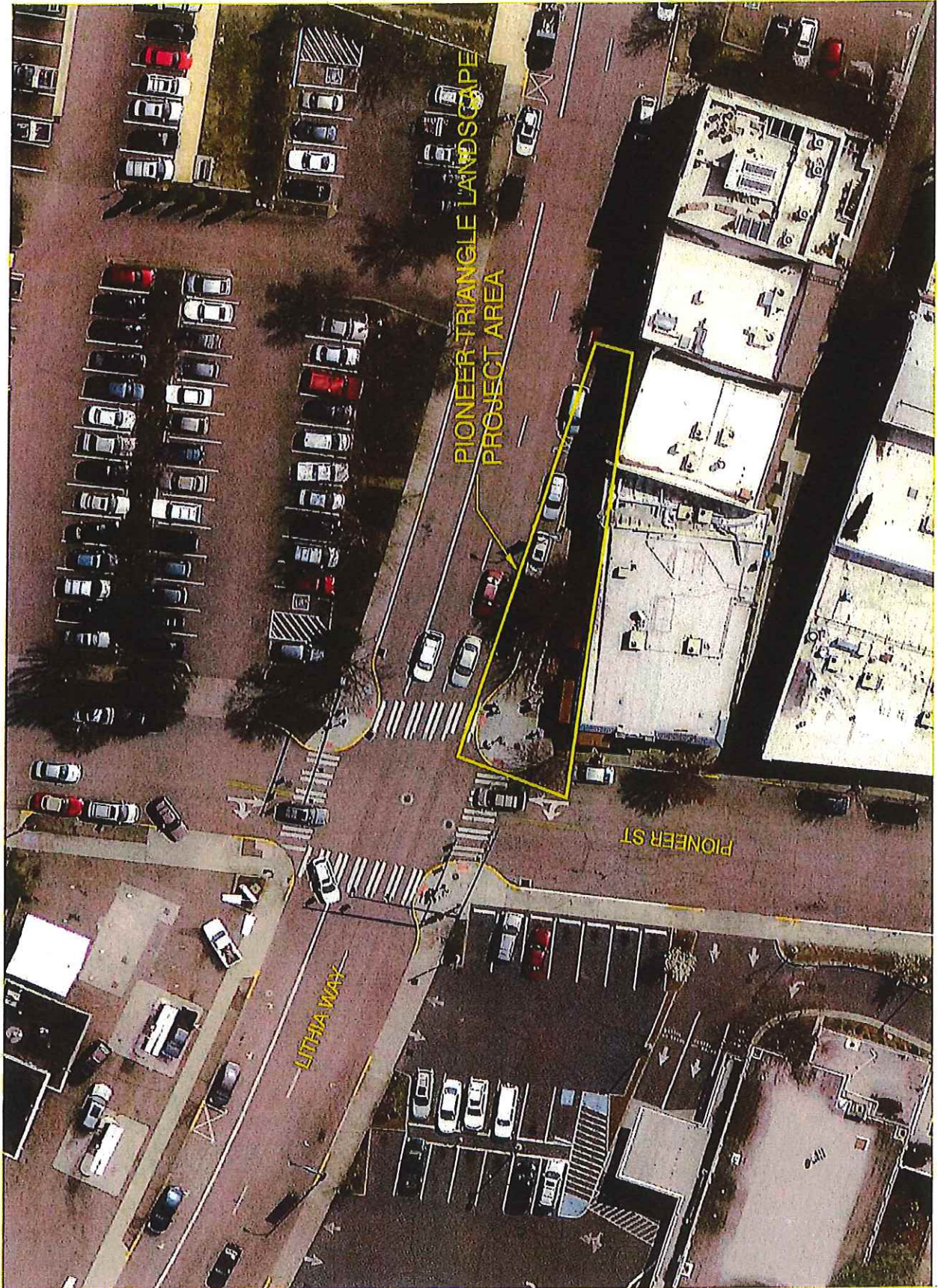




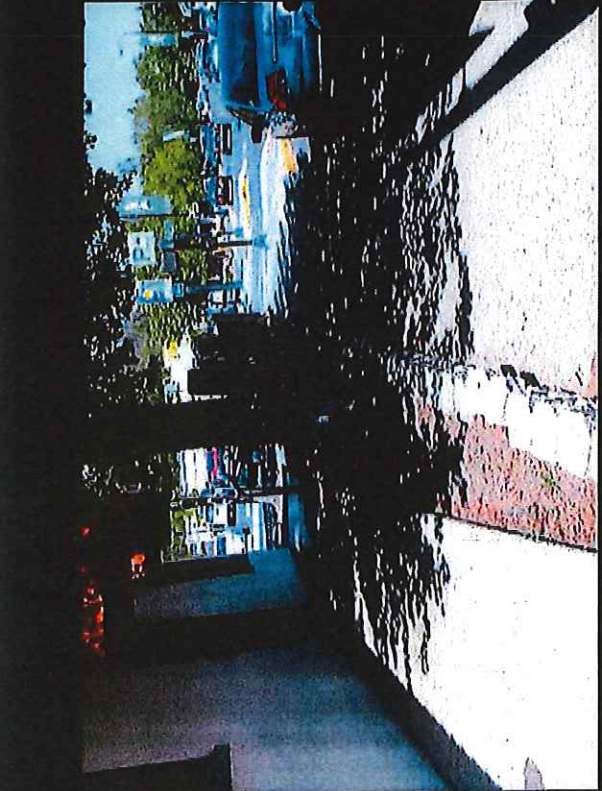
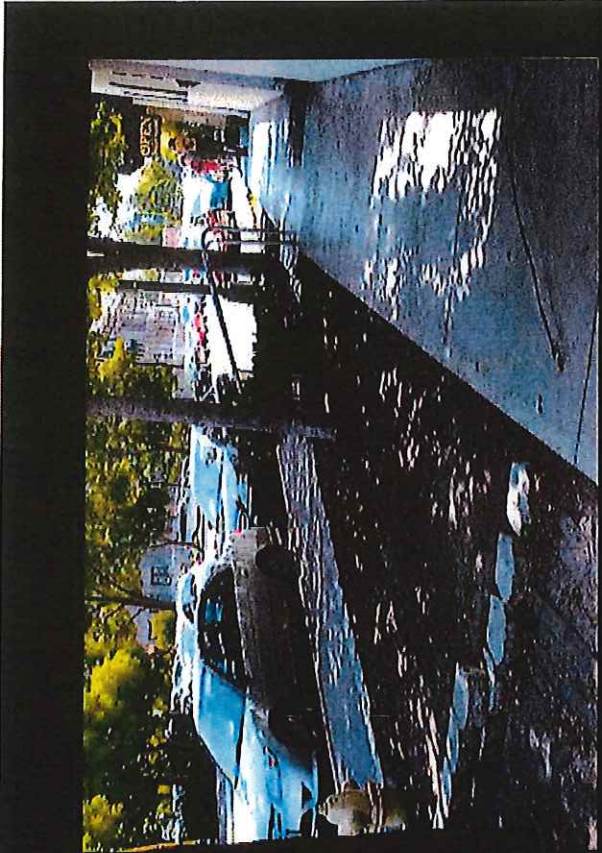














***REQUEST  
FOR  
PROPOSALS***

**Plaza Island Landscape & Hardscape Improvements**

PROJECT NO: 2014-09

PROJECT TYPE: Professional Landscape  
Architectural Services

PROPOSAL OPENING DATE:  
2:00 PM, November 20, 2014

CITY PROJECT MANAGER Scott A. Fleury

CONTRACT DURATION 12 months



CITY OF  
**ASHLAND**  
PUBLIC WORKS ENGINEERING  
20 E. MAIN STREET  
ASHLAND OR 97520  
541/488-5347

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**Appendix A:** Contract Form Including Exhibit A, Form W-9 and City Of Ashland Living Wage

**Appendix B:** Project Site Overview Maps and Photographs

## ADVERTISEMENT

### CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSAL PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES

The City of Ashland is requesting proposals for professional landscape architectural services for the design and construction documentation of improvements to the Plaza Island. Reference exhibit B for site map location and photographs

The project will include but is not limited to the following activities:

- Development final project scope.
- Design of functional landscape and hardscape improvements.
- Attend public meetings with the Tree Commission and City Council
- Preparation of construction documents
- Facilitate Pre-Bid, Pre-Construction, and Construction Progress meetings and provide meeting minutes as necessary
- Provide technical assistance during bidding and construction
- Provide Construction Management and Inspection Services

Proposals must be physically received by **2:00 PM, November 20, 2014**, in the City of Ashland Engineering Office located at 51 Winburn Way, Ashland OR 97520 or by mail at 20 E. Main Street, Ashland, OR 97520. For further information, contact Scott A. Fleury, Engineering Services Manager at 541/552-2414, or by email at [fleury@ashland.or.us](mailto:fleury@ashland.or.us). Consultant selection is anticipated to result in the issuance of a contract for landscape architectural services in the form provided in this RFP, for a duration anticipated to be no more than **12 months**.

Proposal documents are available at the above address, as well as the City of Ashland website at [www.ashland.or.us](http://www.ashland.or.us). Any addenda may be downloaded or picked up at Community Development, 51 Winburn Way, Ashland, Oregon. The bidder must check the website frequently until closing for any addenda that may be issued. All submittals by the proposer must be in hard copy form. Proposals are limited to **four (4)** pages. The proposer must be registered as a Professional Engineer with the State of Oregon. Consultant selection will be based upon weighted criteria as cited in the Request for Proposal document. Standard selection criteria include, but are not limited to: experience, availability, schedule, and response time.

The City of Ashland reserves the right to reject any and all proposals, to waive formalities or to accept any proposal which appears to serve the best interest of the City of Ashland.

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Dave Kanner, City Administrator

**CITY OF ASHLAND**  
**DEPARTMENT OF PUBLIC WORKS**  
**REQUEST FOR PROPOSAL**  
**PLAZA ISLAND LANDSCAPE AND HARDSCAPE IMPROVEMENTS**

**SECTION 1 – REQUEST FOR PROPOSALS**

**1.1: SOLICITATION INFORMATION AND REQUIREMENTS**

**1.1.1 Overview**

The City of Ashland is looking for professional landscape architectural services to provide plans, specifications and estimates (PS&E) along with construction documentation for landscape and hardscape improvement within the City of Ashland downtown corridor.

The City of Ashland receives a transient occupancy tax that is allowed to be used on capital improvement projects for tourism-related facilities or intended to support tourism-related activities. Specific capital projects within the downtown corridor of Ashland have been identified for improvement. The project identified within this RFP is a priority improvement project for the Ashland City Council.

**1.1.2 Background**

In March of 2014, The City of Ashland Council approved formation of a Downtown Beautification Committee to analyze and recommend specific projects within the downtown corridor for improvement. Over ten meetings the Committee discussed improvement projects, solicited public input and made a final recommendation to Council for priority projects to proceed forward with, based on available funding and preliminary cost estimates. The priority project list was approved by the City Council on September 2, 2014. Projects are expected to be designed and constructed by summer of 2015. Final recommended design will be presented before City Council for approval.

**Plaza Island landscape and hardscape improvement Project Goals:**

The project includes selection of approximately three new free standing planters, appropriate plant material and irrigation to planters. Consultant to recommend plant material for existing bed with Tree Commission approval. In conjunction with new planter material and tree the City desires to add decorative fencing at curb line of existing planter beds to protect existing and new plant material from pedestrian traffic. The fencing should have the ability to be removed once plants have matured.

In addition, consultant to recommend new layout and color of paver replacement for pavers located in or around center circle area. Design of replacement pavers should maintain integrity of existing system. City to provide selected consultant with topographic survey data and irrigation plans of Plaza Island for use in design along with previously developed cost estimates and scoping. Tree Commission will be consulted for final plant material selections.

**1.1.3 Definitions**

For the purposes of this RFP:

**"Calendar days"** means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day;

“**Days**” means calendar days;

“**Business days**” means calendar days, excluding Saturdays, Sundays and all City recognized holidays.

“**Agency**” or “**City**” means City of Ashland

“**Council**” means City of Ashland City Council

“**Manager**” means Project Manager

“**Owner**” means City of Ashland

“**Proposers**” means all firms submitting proposals are referred to as proposers in this document; after negotiations, an awarded proposer will be designated as “consultant”.

“**RFP**” means Request for Proposal.

“**Scope of Work**” means the general character and range of services and supplies required to perform the work’s purpose and objectives, and an overview of the performance outcomes expected by Agency.

“**Services**” means the services to be performed under the Contract.

“**Statement of Work**” means the specific provision in the final Contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

#### 1.1.4 Contract Form

The consultant selected by City will be expected to enter into a written contract in the form attached to this RFP as Appendix A. The proposal should indicate acceptance of City’s contract provisions. Suggested reasonable alternatives that do not substantially impair City’s rights under the contract may be submitted as outlined under Section 1.4.2. Unconditional refusal to accept the contract provisions will result in proposal rejection.

Contract Duration – the anticipated duration of the contract is **12 months**.

Contract Payment - Contingent upon City’s need, consultant’s performance and the availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and all applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services, Fixed price per deliverable, Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit

DBE Participation – The utilization of federal funds is not anticipated in this contract, and no DBE participation goals will be assigned.

Ashland Living Wage Requirements – Consultant’s employees must be paid at least the living wage as established by the City of Ashland on June 30, 2014 (14.42 per hour):

- For all hours worked under a service contract between their employer and the City if the contract exceeds \$19,825 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of \$19,825.

In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employees' wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

#### 1.1.5 Business License Required

The selected consultant must have or acquire a current City of Ashland business license prior to conducting any work under this contract.

#### 1.1.6 Insurance Requirements

Contractor shall at its own expense provide the following insurance:

- Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- Professional Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- General Liability insurance with a combined single limit, or the equivalent, of not less than **\$2,000,000** for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract.
- Automobile Liability insurance with a combined single limit, or the equivalent, of not less than **\$1,000,000** for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

#### Additional Insured/Certificates of Insurance

Contractor shall name The City of Ashland, Oregon, and its elected officials, officers and employees as additional insurers on any insurance policies required herein but only with respect to contractor's services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor must furnish acceptable insurance certificates prior to commencing work under this contract. The certificate must specify all of the parties who are additional insurers. The consultant's insurance must be primary and non-contributory. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. must be provided to the City. The contractor must pay for all pertinent deductibles, self-insured retentions and/or self-insurance.

## **1.2 QUESTIONS AND CLARIFICATIONS**

### 1.2.1 Proposer Questions

All inquires, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services must be submitted in writing to the City's Project

Manager listed in the advertisement for this proposal, at 20 East Main Street, Ashland Oregon 97520. All questions must be received not later than ten (10) calendar days prior to the proposal submission deadline.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitutions or clarification of the RFP or attached terms and conditions, an official addendum to this RFP will be issued. The addenda may be downloaded or picked up at Community Development, 51 Winburn Way, Ashland, Oregon. The bidder must check the website frequently until closing. Proposer shall indicate receipt of all issued addenda by attaching a copy of each addendum to the proposal. Any addenda will not be included in the total maximum page limit.

Any addendum issued by the City seventy-two (72) hours or more before the scheduled closing time for submission of proposals, Saturday, Sunday and legal holidays not included, shall be binding proposers. Failure of any proposer to receive or obtain such addenda shall not excuse it from compliance therewith if it is awarded the contract.

### **1.3 PROTESTS**

#### **1.3.1 Award Protest Requirements**

Every proposer submitting a proposal shall be notified of its selection status. Any proposer who claims to have been adversely affected or aggrieved by the selection, or any proposer who contends that the provisions of the RFP or any aspect of the procurement process has promoted favoritism in the award of the contract or has substantially diminished competition, must file a written protest to the RFP within seven (7) calendar days after the date of the selection notice. Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS Chapter 279, the City of Ashland Local Contract Review Board Rules or the City's procedures for screening and selection of persons to perform personal services.

#### **1.3.2 Specification Protest Process**

Delivery: A proposer must deliver a protest of specifications to the City in writing no later than seven (7) calendar days prior to the proposal due date as follows:

Specification Protest  
Proposal#: 2014-09 Downtown Beautification  
City of Ashland Public Works Department  
ATTN: Engineering Services Manager  
20 East Main Street  
Ashland, OR 97520

Content: A proposer's written protest must include:

- A detailed statement of the legal and factual grounds for the protest;
- description of the resulting prejudice to the proposer; and
- A statement of the form of relief requested or any proposed changes to the specifications.

City Response: The City may reject without consideration a proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.



Extension of Closing: If the City receives a written protest from a proposer in accordance with this rule, the City may extend closing if the City determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS 279B.405.

### 1.3.3 Costs and Damages

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. City shall not be liable for the proposer's damages or costs for filing the protest or to any participant in the protest, on any basis, express or implied.

## 1.4 **"PASS / FAIL" PROPOSAL SUBMISSION REQUIREMENTS**

Each proposal must comply with the following Pass / Fail criteria. Proposals not meeting ALL Pass / Fail criteria shall be rejected.

### 1.4.1 Proposal Submission Deadline (Pass / Fail)

Proposals must be received by the submission deadline as indicated in this RFP and at the address specified. City will not accept proposals submitted by facsimile or electronic mail, nor will it accept proposals submitted after the proposal submission deadline. City is not responsible for and will not accept late or mis-delivered proposals.

### 1.4.2 Terms and Conditions (Pass / Fail)

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing and calendar with the selected proposer. By proposal submission, the selected proposer agrees to be bound by the terms and conditions set forth in this RFP and as they may have been modified or reserved by City for negotiation. Any proposal that is conditioned upon City's acceptance of any other terms and conditions or rights to negotiate will be rejected.

### 1.4.3 Proprietary Information

The City is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the City to disclose all records generated or received in the transaction of City business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501(15)). The City will not disclose records submitted by a proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

The RFP in its entirety cannot be marked confidential, nor, shall any pricing be marked confidential.

Each page containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other RFP documents in a separate envelope or package for confidential documents.

- Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail
- If such conflict occurs, the proposer is instructed to insert the following statement where the requested information that is deemed confidential was to have been placed: “Refer to confidential information enclosed.”

Proposers who desire that additional information be treated as confidential must mark those pages as “confidential” and cite a specific statutory basis for the exemption and the reasons why the public interest would be served by the confidentiality. Should a proposal be submitted as described in this section, no portion of it can be held as confidential unless that portion is segregated as described above.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City, in its sole discretion determines to be not exempt from disclosure or that the City is directed to disclose by the City Attorney, the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the City will notify the proposer. If the proposer disagrees with the City’s decision, the City may, but is not required to, enter into an agreement not to disclose the information so long as the proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any alternative dispute resolution and appeals, necessary to defend or support a no-disclosure decision.

#### 1.4.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

### 1.5 **“REQUIRED” PROPOSAL SUBMISSION ITEMS AND SCORING DEDUCTIONS**

Any items in this Section 1.5 marked as REQUIRED that are incomplete or are not submitted with the proposal will receive a three (3) point scoring deduction for each item and must be submitted within two (2) business days of request by City. Failure to deliver properly completed “REQUIRED” items within two (2) business days of request by City will result in proposal rejection.

Proposals must follow/match the numbering outline as shown in the Scoring Criteria; Section 2.2 of this RFP. Each bullet point under each section of the Scoring Criteria must be answered clearly and specifically. A 2- point scoring deduction will be applied in each instance where this requirement is not met. ***Or, the City may, at its sole discretion, reject any proposal which does not follow/match the Scoring Criteria numbering as presented in this RFP or which does not answer clearly and specifically each bullet point under each criteria.***

#### 1.5.1 Cover Sheet (Required)

The proposal must include a completed cover sheet signed by a duly authorized representative empowered to bind the proposer (at least one original signature). The cover sheet shall state the

project title, the legal name of the proposer, legal status, federal tax ID number, mailing address, primary contact person for this proposal with email address, telephone number, fax number and the name of the person authorized to sign a contract. Include an original signature, printed name and title and date.

#### 1.5.2 Page Length Limitation (Required)

The proposal must not exceed four (4) pages, excluding cover sheet, any tabs or indexes and references, and any issued addendum. **Failure to include any issued addendum within the RFP shall result in a three point scoring reduction.** If a proposer submits a proposal exceeding this limit, City will consider the pages up to that allowable number and discard all subsequent pages.

One page is defined as: one side of a single 8 ½" x 11" page. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, etc. will be counted as one page.

There is no scoring deduction for exceeding the proposal page limitation; however, **extra pages will be discarded and will not be considered in the evaluation.**

#### 1.5.3 Quantity of Proposals (Required)

Proposers must submit six (6) complete copies of the proposal and one electronic copy in Adobe Acrobat (PDF) in the sequential order of the proposal with a separate envelope or package for any proprietary information.

#### 1.5.4 Minimum Proposal Contents

- A. Project Narrative: The narrative must include a description of the consultant's understanding of the project objectives.
- B. Project Phasing: The project will be structured in four phases, with each phase having its own deliverables, final acceptance, and independent not-to-exceed cost.
  1. Pre-design Evaluation and Scoping
  2. Design Development, Construction Documents
  3. Bid Support Services
  4. Construction Support Services
- C. Preliminary Work Breakdown and Schedule: The Consultant shall prepare a preliminary project work breakdown and schedule that anticipates all services required to complete the project before June 30, 2015. The Proposal must include a graphic Gant-chart style schedule of major work tasks with project milestones and estimate of time required to complete each task.
  1. Develop final project scope for the landscape/hardscape projects in conjunction with City staff input.
  2. Develop final design of projects for approval by the City Council.
  3. Attend design development meetings with City staff team.
  4. Attend up to two Tree Commission meetings and two City Council meetings during the design phase. (City Council meets the first and third Tuesday of each month. Tree Commission meets the first Thursday of the month).
  5. Prepare complete bid documents (specs, bid quantities, etc.) and assist City in the bidding of the project. (Existing City templates may be used).
  6. Facilitate Pre-Bid Conference, Pre-Construction Conference and Construction Progress meetings. Provide agendas and detailed written minutes for all significant meetings.
  7. Provide technical assistance during bidding and construction including Requests for Information and the review/approval of Submittals.

8. Provide Construction Management services including project inspection.

- D. The Preliminary Statement of Work (SW): The Preliminary Statement of Work must outline phases of work and the relationship of the proposed tasks to meet the objectives of the project. It must include proposed methods of investigation, analysis, and design as appropriate. Key elements must include:
- a. An expanded outline of all work tasks
  2. Detailed work schedule for each major task, including time frames and durations of each task.
  3. List of all proposed sub-consultants, including their planned scope of work, key project staff and references (contact names, phone numbers, and email addresses).
  4. Description organized by task of City's anticipated role to assist in the development of the plan. Include specific deliverables needed from the City.
- E. After the winning proposal has been selected, the preliminary work breakdown and schedule for services will be used to negotiate and prepare the final budget and scope of services that will be submitted as the Statement of Work attached to the City's standard contract for Professional Services. Invoices requesting payment must be prepared and sent to the City monthly. Payment will be made as a percentage of completion of each task.

The City's fiscal year ends on June 30<sup>th</sup>, and all work completed up to that date must be billed no later than July 5<sup>th</sup>. It is of particular importance that work or services rendered are paid out of the budget for the same fiscal year in which the services are budgeted and the service is rendered by the City. Therefore, costs associated with contractors' or subcontractors' work or services rendered under the direction or direct or indirect control of the proposer are also subject to the invoicing requirement listed above by June 30<sup>th</sup> of each year. By April 15<sup>th</sup>, the proposer must submit an estimate of anticipated billings up to June 30<sup>th</sup> of that year.

The proposer should assume that there will be no opportunities to increase the total cost of the sum of all work tasks, but that costs may be shifted from one task to another after tasks are completed. The City's budgeting process does not provide a means to readily change the total project budget, and proposers must assume that increases in the project budget will not be available after the Statement of Work has been accepted. Proposers are responsible to ensure that every effort is made to anticipate potential additional costs after project initiation.

## **SECTION 2.0 - EVALUATION PROCESS AND CONSULTANT SELECTION**

### **2.1 EVALUATION PROCESS**

The City shall select consultants as provided in ORS 279C.110 to provide services on the basis of the consultant's qualifications for the type of professional service required.

**Proposer will be selected in a manner to accommodate the Department's scope and schedule and budget objectives for a particular project. Screening and selection procedures may include considering each candidate's:**

1. Specialized experience, capabilities and technical competence, which the candidate may demonstrate with the candidate's proposed approach and methodology to meet the project requirements;

2. Resources committed to perform the work and the proportion of the time that the candidate's staff would spend on the project, including time for specialized services, within the applicable time limits;
3. Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration;
4. Ownership status and employment practices regarding minority, women and emerging small businesses or historically underutilized businesses;
5. Availability to the project locale;
6. Familiarity with the project locale; and
7. Proposed project management techniques.
  - a) If the screening and selection procedures a Department creates under subsection A.4.a) result in the Department's determination that two or more candidates are equally qualified, the Department may select a candidate through any process the Department adopts that is not based on the candidate's pricing policies, proposals or other pricing information.
  - b) The Department and the selected candidate shall mutually discuss and refine the scope of services for the project and shall negotiate conditions, including but not limited to compensation level and performance schedule, based on the scope of services. The compensation level paid must be reasonable and fair to the Department as determined solely by the Department.
  - c) If the Department and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the Department, the Department shall, either orally or in writing, formally terminate negotiations with the selected candidate. The Department may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the Department terminates the consultant contracting process.

#### 2.1.1 Proposal Evaluation

City will review proposals for conformance with the "Pass / Fail" and "REQUIRED" criteria identified in Sections 1.4 and 1.5. Proposals meeting all Pass / Fail criteria will be forwarded to an evaluation committee that will independently review, score and rank proposals according to the scoring criteria set forth in Section 2.2.

The outcome of the evaluation process may, at the City's sole discretion result in:

- a) Notice to proposers of selection or rejection for contract negotiations and possible award;
- b) Further steps to gather additional information for evaluation (e.g. checking references, notice of placement on an interview list, requesting clarification); or
- c) Cancellation of the RFP and either reissuance of the RFP in the same or a revised form or no further action by the City with respect to the RFP.

City may reject any or all proposals and may cancel this RFP at anytime if doing either would be in the public interest as determined by the City. City is not liable for any costs a proposer incurs while preparing or presenting the proposal or during further evaluation stages. All proposals will become part of the public record file without obligation to the City of Ashland.

#### 2.1.2 Interviews / Follow-up Questions

A process of interviews and/or follow-up questions may be conducted and scored at the discretion of the City. If an interview/follow-up process is conducted, the following will apply:

- The City may, at its discretion, conduct an interview/follow-up process with those proposers it considers to be possibly best qualified to perform the potential Scope of Services. The City may conduct more than one interview. The number of proposers selected for the interview/follow-up process is at the discretion of the City.
  - Interviews will require physical attendance at City's offices. All sub-consultants requested by the City must also attend the interview(s)
  - Follow-up questions (if developed) will typically be sent via email to proposer(s). Written answers to any follow up questions must be returned within 14calendar days of date of mailing. An e-mail confirmation of receipt of any follow-up questions shall be sent by the consultant to the City's Project Manager.
- A minimum of three (3) evaluators will score the interviews/follow-up questions.
- The interviews/follow-up questions will have a maximum score of ten (10) points per evaluator.
- An additional three (3) points will be awarded to the No. 1 ranked proposer based upon the evaluation of the initially submitted RFP's. An additional two (2) points will be awarded to the proposer ranked No. 2; unless the point spread between the No. 1 and No. 2 ranked proposers is greater than ten (10) points. In this case; no additional points will be given to the No. 2 proposer. No additional points will be awarded to proposers ranked below No. 2 and chosen to be part of the interview/follow-up process.

### 2.1.3 References

City does not intend to score references, but may contact references (by phone, email or fax) to verify information provided in proposals.

### 2.1.4 Clarifications

City may require any clarification it needs to understand a proposer's proposal. Any necessary clarifications or modifications which are in the best interest of City may be made before the proposer is awarded a contract and some or all of the clarifications or modifications may become part of the final contract. Clarifications may not be used to rehabilitate a non-responsive proposal.

### 2.1.5 Non-resident Proposer

In determining the most responsive proposer, City shall, for the purpose of awarding the contract, add a percent increase to the score of a non-resident proposer equal to the percent, if any of the preference given to the score in the state in which the proposer resides. "Resident proposer" of Oregon means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated in the proposal that the proposer is a "resident proposer" of the State of Oregon. The undersigned represents him/her self in this proposal to be either a Resident or a Nonresident proposer by completing the appropriate blank below.

- The proposer is \_\_\_\_\_ or is not \_\_\_\_\_ a resident proposer as defined in ORS 279A.120

## **2.2 SCORING CRITERIA**

Scoring will be based upon the following described categories. The proposer must describe how each of the requirements specified in this RFP are met. Responses must be clear and concise.

### 2.2.1 Demonstrate Technical Competence

Maximum Score 15 points

Demonstrate a clear and concise understanding of the scope of services being requested in this RFP and summarize the approach and methodology proposed to meet the project requirements.

2.2.2 Proposer's Specialized Experience and Capabilities Maximum Score 30 points

Demonstrate capability to complete the requested services. Response must include:

(15 points) Describe the experience and qualifications of proposed staff and project manager(s), (whether they are from the prime or a sub-consultant). Include descriptions of similar projects, project outcomes and customer feedback received (if any).

(7.5 Points) Describe how you would provide the most technically advanced specialized technical services readily for aspects of the project **which call for specialized experience**.

(7.5 points) Describe any specialties or unique strengths that relate to the services requested in this RFP.

2.2.3 Resources Committed and Past Performance Maximum Score 25 points

Demonstrate proposer's resources available to be allocated for the proposed scope of services.

- (10 points) Describe the extent of involvement of consultant's Principal(s).
- (15 points) Provide a breakdown of recently completed, related projects including: proposed landscape architectural services cost for listed projects, associated construction cost and change orders cost if any for listed projects.

2.2.5 Project Management Techniques Maximum Score 15 points

- (7.5 points) Describe the lead manager's process for ensuring completion on schedule and within the allocated budget. Describe your process for coordinating the work of consultants and agency staff. In addition, describe your approach for minimizing errors and omissions during the Construction Documents and Construction Administration (CA) phases. How does the landscape architectural firm **compensate** the owner for design errors/omissions uncovered after commencing construction?
- (7.5 points) Describe the quality control methods to be employed by the Design Team during construction to ensure a facility that meets the design intent. Indicate the roles of identified key personnel during the CA phase. Describe your system for managing construction change issues during CA.

2.2.6 Cost of Services Maximum Score 15 points

In an attached sealed envelope, provide a summary of proposed costs including:

- Proposed project budget
- Professional, technical, draftsman, other professional / sub-professional rate(s);
- Direct non-labor costs that might be applicable;

| Criteria                                      | Max. Score |
|---|------------|
| 2.2.1. Demonstrated Technical Competence      | 15         |
| 2.2.2 Specialized Experience & Capabilities   | 30         |
| 2.2.3 Resources Committed to Perform the Work | 25         |
| 2.2.5 Project Management Techniques           | 15         |
| 2.2.6 Cost of Services                        | 15         |

|              |                   |
|--------------|-------------------|
| <b>TOTAL</b> | <b>100 Points</b> |
|--------------|-------------------|

**2.3 AWARD PROCESS**

**2.3.1 Negotiations**

Following the evaluation process, The City will begin contract negotiations with the highest ranked Proposer. The matters subject to negotiation shall be limited to the following:

1. Comprehensive Scope of Services and Statement of Work;
2. The proposer’s personnel committed to the Project: **Changes in staff assigned to the project in original proposal will require City approval; (may result in rejection)**
3. Project Schedule;
4. Professional fees, including reimbursable expenses;
5. Agreement to contract terms.

**2.3.2 Action upon Failure to Execute Contract**

In the event that a contract cannot be negotiated with the highest ranked proposer, negotiations will be permanently discontinued, and the City will start contract negotiations with the next highest ranked proposer. Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time.

**2.3.3 Notice of Intent to Award**

Based on successful negotiations with the highest ranked proposer, the City will issue a Notice of Intent to Award a contract.

**2.3.4 Evaluation Record**

A record will be made of all criteria evaluation ratings and all other grounds upon which selection of the proposer is made. The final evaluation record will be available upon written request.

**2.3.5 Right to Protest**

An adversely affected or aggrieved Responsive proposer must exhaust all avenues of administrative review and relief before seeking judicial review of the City’s selection or Contract award decision.

1. Protest of Proposal Specifications: A proposer who believes the proposal scope of work or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Project Manager. To be considered, protests must be received at least five (5) days before the proposal closing date. Envelopes containing protests should be marked as follows:

Proposal Specification Protest  
 Proposal Title  
 Closing Date and Time

2. Protest of Award: The award by the City shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City within seven (7) calendar days of the Notice of Intent to Award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected proposer



with a right to submit a written protest, a proposer must be next in line for award. The City will not entertain a protest submitted after the time period established in this rule.

### 2.3.6 Award

The City Council will consider award of the contract based on the Project Manager's recommendation and will authorize the Manager to execute a contract. The contract will be awarded to the proposer who, in the opinion of the City, is the most qualified and meets all required specifications. The City may reject any proposals not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause, any and all proposals upon a finding by the City that it is in the public interest to do so. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth herein.

## **SECTION 3.0 - SCOPE OF SERVICES**

### **3.1 GENERAL REQUIREMENTS**

3.1.1 Personnel, Materials & Equipment: The Consultant must provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.

3.1.2 Safety Equipment: The Consultant shall provide and use all safety equipment including, but not limited to hard hats, safety vests and clothing required by State and Federal regulations and Department policies and procedures.

3.1.3 Professional Responsibilities: The Consultant must perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work, and must comply with all applicable codes and standards. **Complete and accurate design is the sole responsibility of the consultant. Consultant must verify any information it acquires and utilizes in its design. Consultant is not entitled to rely on the accuracy and completeness of information provided by Owner, Owner's consultants and contractors, and information from public records.** Any drawings and specifications provided will be developed with appropriate input from City staff. However, the City assumes no responsibility in performing QA/QC of the Consultant's scope of services including, but not limited to, the preparation of construction drawings and specifications. In addition to design, construction plans must include traffic control plans as well as erosion controls plans and provisions meeting all governmental agency requirements having jurisdiction over this project.

### 3.1.4 Project Management:

The Consultant and the City staff will meet as required during project duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables.

The Consultant will be responsible to:

1. Organize and manage consultant project team and coordinate with city project manager and City staff.
2. Prepare monthly invoices and progress reports including the following:
  - Work Completed during the Month by work task as a percentage of completion.
  - Needs for Additional Information, Reviews, or Changes to the Scope of Work.
  - Scope, Schedule, and Budget Issues and Changes.

# Appendix A

## Contract for PERSONAL SERVICES less than \$35,000

|   |  |
|---|--|
| <p><b>CITY OF<br/>ASHLAND</b><br/>20 East Main Street<br/>Ashland, Oregon 97520<br/>Telephone: 541/488-6002<br/>Fax: 541/488-5311</p>   | <p>CONSULTANT:</p> <p>CONTACT:</p> <p>ADDRESS:</p> <p>TELEPHONE:</p> |
| DATE AGREEMENT PREPARED:  | FAX:   |
| BEGINNING DATE:   | COMPLETION DATE:   |
| COMPENSATION:   |  |
| SERVICES TO BE PROVIDED:  |  |
| <p><b>ADDITIONAL TERMS:</b><br/>In the event of conflicts or discrepancies among the contract documents, the City of Ashland Contract for Personal Services will be primary and take precedence, and any exhibits or ancillary contracts or agreements having redundant or contrary provisions will be subordinate to and interpreted in a manner that will not conflict with the said primary City of Ashland Contract.</p>  |  |
| <p><b>FINDINGS:</b><br/>Pursuant to AMC 2.50.120, after reasonable inquiry and evaluation, the undersigned Department Head finds and determines that: (1) the services to be acquired are personal services; (2) the City does not have adequate personnel nor resources to perform the services; (3) the statement of work represents the department's plan for utilization of such personal services; (4) the undersigned consultant has specialized experience, education, training and capability sufficient to perform the quality, quantity and type of work requested in the scope of work within the time and financial constraints provided; (5) the consultant's proposal will best serve the needs of the City; and (6) the compensation negotiated herein is fair and reasonable.</p>   |  |
| <p>NOW THEREFORE, in consideration of the mutual covenants contained herein the CITY AND CONSULTANT AGREE as follows:</p>   |  |
| <ol style="list-style-type: none"> <li>1. <b>Findings / Recitations.</b> The findings and recitations set forth above are true and correct and are incorporated herein by this reference.</li> <li>2. <b>All Costs by Consultant:</b> Consultant shall, at its own risk and expense, perform the personal services described above and, unless otherwise specified, furnish all labor, equipment and materials required for the proper performance of such service.</li> <li>3. <b>Qualified Work:</b> Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the work required under this contract are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.</li> <li>4. <b>Completion Date:</b> Consultant shall start performing the service under this contract by the beginning date indicated above and complete the service by the completion date indicated above.</li> <li>5. <b>Compensation:</b> City shall pay Consultant for service performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination.</li> <li>6. <b>Ownership of Documents:</b> All documents prepared by Consultant pursuant to this contract shall be the property of City.</li> <li>7. <b>Statutory Requirements:</b> ORS 279C.505, 279C.515, 279C.520 and 279C.530 are made part of this contract.</li> <li>8. <b>Living Wage Requirements:</b> If the amount of this contract is \$20,142.20 or more, Consultant is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any Subcontractor who performs 50% or more of the service work under this contract. Consultant is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees.</li> <li>9. <b>Indemnification:</b> Consultant agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this contract). Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City.</li> <li>10. <b>Termination:</b></li> </ol> |  |

- a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.
- b. City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
  - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
  - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
  - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
  - i. Either City or Consultant may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
  - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this contract. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this contract if Consultant fails to provide services called for by this contract within the time specified herein or in any extension thereof.
  - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section, Consultant shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Consultant for work performed prior to the termination date if such work was performed in accordance with the Contract.

- 11. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City. Consultant shall have the complete responsibility for the performance of this contract. Consultant shall provide workers' compensation coverage as required in ORS Ch 656 for all persons employed to perform work pursuant to this contract. Consultant is a subject employer that will comply with ORS 656.017.
- 12. **Assignment and Subcontracts:** Consultant shall not assign this contract or subcontract any portion of the work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or Subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.
- 13. **Default.** The Consultant shall be in default of this agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract; its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to perform the Services or to qualify as a QRF if consultant has qualified as a QRF for this agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Contract; or attempts to assign rights in, or delegate duties under, the Contract.
- 14. **Insurance.** Consultant shall at its own expense provide the following insurance:
  - a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
  - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, \$2,000,000 or Not Applicable for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
  - c. General Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, \$2,000,000 or Not Applicable for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.
  - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, **\$1,000,000**, or Not Applicable for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Consultant or its insurer(s) to the City.

f. Additional Insured/Certificates of Insurance. Consultant shall name The City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies required herein but only with respect to Consultant's services to be provided under this Contract. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Contract, the Consultant shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

15. **Governing Law; Jurisdiction; Venue:** This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Consultant that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the 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 filed in Jackson County, Oregon. Consultant, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

16. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

17. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

**Certification.** Consultant shall sign the certification attached hereto as Exhibit A and herein incorporated by reference.

Consultant:

City of Ashland

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Department Head

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

W-9 One copy of a W-9 is to be submitted with the signed contract.

Purchase Order No. \_\_\_\_\_

## EXHIBIT A

**CERTIFICATIONS/REPRESENTATIONS:** Contractor, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent Contractor as defined in the contract documents, and has checked four or more of the following criteria:

- \_\_\_\_\_ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
- \_\_\_\_\_ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- \_\_\_\_\_ (3) Telephone listing is used for the business separate from the personal residence listing.
- \_\_\_\_\_ (4) Labor or services are performed only pursuant to written contracts.
- \_\_\_\_\_ (5) Labor or services are performed for two or more different persons within a period of one year.
- \_\_\_\_\_ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

---

Contractor

(Date)

EXHIBIT B

# City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

**\$14.42** per hour effective June 30, 2014

(Increases annually every June 30 by the Consumer Price Index)



## Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$20,142.20** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$20,142.20**.

- If their employer is the City of Ashland including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** "Employee" does not include temporary or part-time employees hired for less than 1040 hours in any twelve-month period. For more details on applicability of this policy, please see Ashland Municipal Code Section 3.12.020.

## For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520 or visit the city's website at [www.ashland.or.us](http://www.ashland.or.us).

**Notice to Employers:** This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF  
**ASHLAND**

# Appendix B





OAK ST

EAST MAIN

PLAZA PROJECT AREA

WILSON WAY

City of War exhibit 11/10/2014 3:06:24 PM \\PST1\Com



