



City of Tigard

FINANCE AND INFORMATION SERVICES

Request for Qualifications (RFQ)

**ON-CALL PUBLIC WORKS
CONSTRUCTION SERVICES**

Statements Due: Thursday, December 7, 2017 - 2:00 p.m. local time

Submit Statements To: City of Tigard – Contracts & Purchasing Office
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

Direct Questions To: Joe Barrett, Sr. Management Analyst
Phone: (503) 718-2477
Email: joseph@tigard-or.gov

PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS
ON-CALL PUBLIC WORKS CONSTRUCTION SERVICES

The City of Tigard is seeking qualification statements from firms capable of providing construction and repair services for the City of Tigard Public Works Department Utility Divisions (Sanitary, Stormwater, and Water). The goal of this process is to develop a qualified list of contractors, no more than three in each category of work, and enter into a general services contract with them on an as-needed basis.

Qualification statement packets will be received until 2:00 p.m. local time, Thursday, December 7, 2017, at Tigard City Hall's Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223.

No statement packet will be considered unless fully completed in a manner provided in the RFQ packet. Facsimile and electronic (email) statements will not be accepted nor will any statements be accepted after the stated due date and time. Any packets received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

RFQ packets may be downloaded from <http://www.tigard-or.gov> or obtained in person at Tigard City Hall's Utility Billing Counter located at 13125 SW Hall Blvd., Tigard, Oregon 97223.

Submitting firms are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. All submitting firms shall be required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any packet not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all statements upon a finding of the City if it is in the public interest to do so.

PUBLISHED: Daily Journal of Commerce
DATE: Friday, November 17, 2017

PUBLISHED: The Oregonian
DATE: Friday, November 17, 2017

TABLE OF CONTENTS

TITLE	PAGE
Title Page.....	1
Public Notice.....	2
Table of Contents.....	3
 <u>SECTIONS</u>	
Section 1 Introduction.....	4
Section 2 Special Instructions.....	4
Section 3 Background.....	6
Section 4 Scope and Schedule of Work.....	7
Section 5 Required Content and Format.....	9
Section 6 Evaluation Procedures.....	11
Section 7 Certification.....	13
Section 8 Signature Page.....	14
 <u>ATTACHMENTS</u>	
Attachment A Acknowledgement of Addendum.....	15
Attachment B Statement of Proposal.....	16
Attachment C City of Tigard Template General Services Agreement.....	17
 <u>EXHIBITS</u>	
Exhibit A Contractor Summary Form.....	24
Exhibit B Contractor Experience Form.....	27
Exhibit C Charges/Rates for Services.....	29

SECTION 1
INTRODUCTION

The City of Tigard is seeking qualification statements from firms capable of providing construction and repair services for the City of Tigard Public Works Department Utility Divisions (Sanitary, Stormwater, and Water). The goal of this process is to develop a qualified list of contractors, no more than three in each category of work, and enter into a general services contract with them on an as-needed basis.

No statement packet will be considered unless fully completed in a manner provided in the RFQ packet. Facsimile and electronic (email) packets will not be accepted nor will any statements be accepted after the stated due date and time. Any packets received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

Submitting firms are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. All submitting firms shall be required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any packet not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all statements upon a finding of the City if it is in the public interest to do so.

SECTION 2
SPECIAL INSTRUCTIONS

A. PROPOSED TIMELINES

<u>Friday, November 17, 2017</u>	Advertisement and Release of RFQ
<u>Thursday, December 7, 2017 – 2:00 pm</u>	Deadline for Submission of Statement Packets
<u>Tuesday, January 9, 2018</u>	Award of Contract by LCRB (if required)
<u>Monday, January 22, 2018</u>	Commencement of Services

NOTE: The City reserves the right to modify this schedule at the City’s discretion

B. GENERAL

By submitting a statement, a firm certifies that the Statement Packet has been arrived at independently and has been submitted without any collusion designed to limit competition.

C. STATEMENT SUBMITTAL

The Statement Packet must be signed and submitted no later than 2:00 p.m., Thursday, December 7, 2017, to the address below. Each packet must be submitted in a sealed envelope and designated with RFQ title. To assure that a packet receives priority treatment, please mark as follows.

RFQ – On-Call Public Works Construction Services

City of Tigard – Utility Billing Counter
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

Firms shall put their name and address on the outside of the envelope. It is a firm’s responsibility to ensure that packets are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any packets submitted incorrectly. Late packets, late modification or late withdrawals shall not be considered accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) packets will not be accepted.

D. PROTEST OF SCOPE OF WORK OR TERMS

A Firm who believes any details in the scope of work or terms detailed in the RFQ packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Purchasing Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least five (5) days before the closing date. The City shall not consider any protest against award due to the content of scope of work or contract terms submitted after the established protest deadline. All protests should be directed to the attention of Joe Barrett, Sr. Management Analyst, and be marked as follows:

RFQ Specification/Term Protest

City of Tigard – Contracts and Purchasing Office
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

If a protest is received in accordance with section above, the opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the statement documents.

E. PACKET SUBMISSION AND SIGNING

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Statement Packet and in the required format. The submission and signing of a packet shall indicate the intention of the firm to adhere to the provisions described in this RFP.

F. COST OF PREPARING A STATEMENT

The RFP does not commit the City to paying any costs incurred by firm in the submission or presentation of a statement packet, or in making the necessary studies for the preparation thereof.

G. INTERPRETATIONS AND ADDENDA

All questions regarding this project shall be directed to Joe Barrett, Sr. Management Analyst. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an “Addendum” to all prospective firms within a reasonable time prior to statement closing, but in no case less than 72 hours before the closing date and time. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFQ, must be acknowledged by submitting the “Acknowledgment of Addendum” with statement. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

H. BUSINESS LICENSE/FEDERAL TAX ID REQUIRED

The City of Tigard Business License is required. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business License. Successful Contract will be required to present a copy of their City of Tigard Business License at the time of contract execution. Successful Contractor shall also complete a W-9 form for the City at the time of contract execution.

I. CITY'S PROJECT MANAGER

The City's Project Manager for this work will be John Goodrich, Public Works Manager, who can be reached by phone at (503) 718-2609 or by email at johng@tigard-or.gov.

J. STATEMENT VALIDITY PERIOD

Each statement shall be irrevocable for a period of sixty (60) days from the stated Opening Date.

K. FORM OF CONTRACT

A copy of the City's standard general services agreement, which the City expects the successful firm or individual to execute, is included as "Attachment C". The contract will incorporate the terms and conditions from this RFQ document and the successful proposer's response documents. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D "Protest of Scope of Work or Terms" or their exceptions will be deemed immaterial and waived.

L. TERM OF CONTRACT

The term of the contract shall be a period of one (1) year with the mutual option to renew for up to four (4) additional one-year periods. The total term of the contract cannot exceed five (5) years.

M. TERMINATION

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days' written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

N. NON-COLLUSION

By submitting their Statement Packets, a firm certifies that this the packet has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

P. PUBLIC RECORD

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public.

**SECTION 3
BACKGROUND**

With a diverse economy, strong schools and outstanding parks, Tigard is one of the most livable cities in Oregon. Since its incorporation in 1961, the city has grown to become a desirable and affordable community of just over 51,000 (2015 Census estimate) in the Portland metro area. Residents enjoy access to more than 16 miles of paved trails and nearly 550 acres of parks and open spaces.

Residents have a range of public transportation choices to nearby Portland, Beaverton and Hillsboro. Other amenities include shopping at Bridgeport Village and Washington Square Mall as well as easy access to multiple full-service medical facilities. The Cascade Mountains, Oregon's famed beaches and the Columbia Gorge are all accessible as day trips.

The City of Tigard Public Works Department proudly provides stewardship over the city's water, sanitary sewer, storm drainage, streets, fleet, buildings and park services in a safe, efficient, courteous and professional manner. The Public Works Department's duties include:

- Sanitary sewer waste collection and conveyance,
- Storm water management including public water quality detention facilities and storm water conveyance,
- Street, street lighting, crosswalk and other transportation system maintenance,
- Parks, parks trails, open space and nature trails, and
- Water utility service to the Tigard Water Service Area - (including King City, Durham, and Washington County area known as Bull Mountain).

SECTION 4 **SCOPE AND SCHEDULE OF WORK**

A. SCOPE OF WORK

The City is seeking qualification statements from utility construction and excavation firms able to provide a variety of construction services required by the City of Tigard Public Works Department utility divisions, and to assist the Public Works Department as needed. The City intends to issue on-call general services agreements to the top ranking (no more than three) firms in each category identified in this RFQ for small, infrequent work for the Public Works Department.

B. DESCRIPTION

The scope of services will consist of tasks assigned as individual tasks during the contract period. The type of work may include, but is not limited to:

- Repair and/or replacement of the following: sanitary sewer lines, storm sewer lines, water lines, manholes, catch basins, storm water outfalls, riparian embankments, storm water detention ponds, water distribution appurtenance replacement, and any other related storm water, sanitary sewer or water distribution system structures.
- Minor improvements of the sanitary sewer, storm sewer or water distributions systems, and may include bypass pumping. Examples include construction of a storm water detention basin, rehabilitation of storm water collection ditches, installation of water main valves, excavation, grading, placement of rip-rap, bio-bags, or other storm water, sanitary sewer or water distribution system repair activities to be determined by the City.
- Other repair and/or replacement of public works transportation and park appurtenances such as street lights, traffic signals, trails, walkways, or other assets to be determined by the City.

Qualified firms under the on-call agreements shall be compensated based quotes or statement provided for individual tasks. The City may assign specific tasks to a Contractor or to a different Contractor based on availability, turnaround time for completion of tasks, experience and other factors relevant to the task. For some tasks, the City may request quotes from viable qualified contractors that identify approach and costs associated with the task as the basis for the City's decision on assignment of work. The City does not guarantee either a minimum volume of work or a specific volume of work under this Contract.

C. CATEGORIES OF WORK – No More than Three Firms to be Qualified in Each Category

1. Underground Pipe Utilities Construction & Repair
2. Excavation Construction & Repair – Sanitary/Storm/Water Utilities
3. Concrete Services – Traffic Curb/Sidewalk/ADA Ramps

4. General Construction – Street Paving/Sidewalks/ADA Ramps
5. General Landscaping – City Parks, Trails, Nature Areas
6. Electrical Services – Traffic Signal/Street Lighting
7. Electrical Services – Pumps, Motors, Controls, PLC
8. Mechanical Services – Pumps, Valves, Process Controls
9. General Construction – Other

D. TASKS

1. Construction Projects - Construction services as requested on public works projects including, but not limited to sanitary sewer, storm sewer, water mains. Restoration work including, but not limited to street paving, sidewalk replacement, turf restoration and/or other specialized landscape plantings.
2. Permit Acquisition – Submit permit applications, pay permit fees and meet requirements of issued permits from Oregon Department of Transportation, City of Tigard, Oregon Department of Environmental Quality, and Washington County. The City may make a determination to apply and obtain permits based on complexity and requirements of projects on a case-by-case basis.
3. Administration – Contract administration shall require the performance of all general fields services required on construction projects such as construction staking, continuous monitoring of the project, coordination and supervision of testing services, approval and correction of shop drawings, attendance at meetings, final inspection and measurement, periodic reporting of progress, preparation of progress payments, and preparation of change order requests.
4. Supervision and Inspection – Activities associated with this task will be dedicated to verifying that all materials provided and work performed is in conformance with the project requirements and City Public Improvement Design Standards, Clean Water Services (CWS) specifications and design standards, or other job specific specifications or details as provided prior to construction start up.

E. PERFORMANCE REQUIREMENTS

1. Contractor will provide personnel qualified to perform tasks and activities related to the project.
2. Make a thorough review of the plans and specifications, and other project related documents prior to construction or startup.
3. Provide daily communication with City staff to coordinate inspection activities and to properly test, measure and document the work as required.
4. Attend progress/planning meetings.
5. Inspect materials to be used in the work, verifying they meet City specifications.
6. Document material usage and quantities.
7. Document that the work is performed and completed to the lines, grades and elevations required by the project plans and specifications.
8. Conduct daily review/inspection of temporary traffic control devices and maintenance of traffic throughout the construction influence area, including nighttime review/inspection/maintenance of traffic control devices.
9. Document changes, extra work, “revisions to” notes, etc., on plans or sketches provided to the Contractor to assist in preparation of “as built” plans. Collect and confirm all field changes to develop the appropriate “as-constructed” notes to submit to the City.
10. The Contractor will furnish contractor personnel with equipment and materials as necessary to properly perform their work, including safety equipment and personal protection equipment.

F. EXPECTATIONS FROM QUALIFIED FIRMS

1. Ability to work effectively with the City’s Public Works Department staff with respect to any of the construction services required by the City.

2. Ability to work effectively with the public and regulatory agencies.
3. The ability to function in a support role to the Public Works Department utility divisions. The Contractor's services may be utilized for construction activities that exceed the staffing level, available equipment or expertise of the City.

G. QUALIFICATION EVALUATION REQUIREMENTS

Firms submitting statements shall detail their ability to best meet the City's needs and expectations. The outline, at a minimum, shall address:

1. Firm Qualifications
 - a. History
 - b. Staffing Levels
 - c. Equipment Capital
2. Team Members Qualifications
 - a. Resumes
 - b. Longevity with the Company
3. Understanding and Approach to Tigard's Needs
 - a. Communication and coordination plans.
 - b. Availability
 - c. Compatibility with the City's standards, goals, and objectives.
4. Cost Structure

Submitting firms must complete and include Exhibits A (Contractor Summary Form), B (Contractor Experience Form), and C (Charges/Rates for Services) of this packet for consideration. These exhibits are not meant to capture all pertinent information with regards to qualification status but rather to simplify portions of the process. Submitting firms should submit additional details as identified in this packet to ensure the best chance at qualified status.

**SECTION 5
STATEMENT CONTENT AND FORMAT**

A. FORMAT

To provide a degree of consistency in review of the written statements, firms are requested to prepare their statements in the standard format specified below. The City's intent is to qualify no more than the top three firms for any category of service. Upon qualification, the City and the firms will enter into an on-call general services contract for the work identified in this packet.

1. **Title Page**

Proposer should identify the RFP Title, name and title of contact person, address, telephone number, fax number, email address and date of submission.
2. **Transmittal Letter**

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

 - a. A brief statement of the Proposer's understanding of the project and services to be performed;
 - b. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and the names of

persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter.)

3. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4. Submittal of Exhibits A, B, and C of RFQ Packet

All submitting firms must complete and submit the exhibits included in this packet.

5. Firm Qualifications

- a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar studies and projects.

6. Team Qualifications

Anticipated members of the firm that will be assigned to meet the City's needs, with a focus on managers and supervisors. Firms should identify individuals and subcontractors who will provide the services, their experience, and their individual qualifications. Pertinent resumes of assigned personnel should be included.

7. Understanding and Approach to Tigard's Needs

Firms should provide the City with information regarding their understanding of the City's needs with regards to the Scope and Schedule of Work. Firms should demonstrate a general understanding of the needs of a municipality in the State of Oregon from a public works construction and/or excavation firm. As part of their service understanding documentation, firms should address their availability to meet the City's needs.

8. Rate Structure

Firms must include details on their fee structure which should include the complete breakout for the Contractor's rates, including meeting Oregon's Prevailing Wage Rates for public improvement contracts, holiday or weekend premium cost escalator, to provide all of the services under the subsequent contract. Rate structure should include personnel rates, vehicle and equipment rates, overtime rates, dump fees, traffic control fees ("flaggers" and equipment), debris removal rates, etc.

B. ADDITIONAL SERVICES

Provide a brief description of any other services that your firm could provide the City and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an "as needed" basis, to be provided and billed for separately.

C. ADDITIONAL INFORMATION

Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.

D. REFERENCES

Contractor must demonstrate successful past performance of the firm’s ability to provide services as set forth in this specification. Contractors must detail three (3) references to document experience. References must be detailed in Attachment B “Statement of Proposal”

E. DISPUTES

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

F. CITY PERSONNEL

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

**SECTION 6
STATEMENT EVALUATION PROCEDURES**

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City will review the written qualification statements. Statements will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the statements will be evaluated on both their technical and fee aspects. The Selection Committee will select the firm which best meets the City's needs based upon its evaluation of a firm’s statement. Statements will be evaluated in accordance with the following:

1.	<u>Complete Qualification Statement Submitted On Time</u>	<u>Pass/Fail</u>
2.	<u>Original and one electronic copy (USB Drive) of Statement Packet</u>	<u>Pass/Fail</u>
3.	<u>Transmittal letter</u>	<u>Pass/Fail</u>
4.	<u>Completed Exhibits A, B, and C</u>	<u>Pass/Fail</u>
5.	<u>Firm Qualifications</u>	<u>20 points</u>
6.	<u>Team Qualifications</u>	<u>20 points</u>
5.	<u>Understanding and Approach to Tigard’s Needs</u>	<u>40 points</u>
6.	<u>Rate Structure</u>	<u>20 points</u>
<u>TOTAL EVALUATION POINTS</u>		<u>100 POINTS</u>

B. INVESTIGATION OF REFERENCES

The City reserves the right to investigate references and the past performance of any firm with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

C. CLARIFICATION OF STATEMENTS

The City reserves the right to obtain clarification of any point in regards to a statement or to obtain additional information necessary to properly evaluate a statement. Failure of a firm to respond to such a request for additional information or clarification could result in rejection of their statement.

D. INTENT OF AWARD

Upon review of the qualification statements submitted, the City intends to qualify no more than the top three firms in any given category and enter into on-call general services contracts with the firms. All qualified firms shall be expected to enter into the same template agreement. No firm is guaranteed any amount of work under an on-call contract. No individual project under such an on-call agreement shall exceed \$100,000.

E. PROTEST OF QUALIFICATION STATUS

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected firm has seven (7) calendar days from the date of the written notice of qualification to file a written protest.

F. STATEMENT REJECTION

The City reserves the right to:

1. Reject any statement not in compliance with all public procedures and requirements;
2. Reject any statement not meeting the specifications set forth herein;
3. Waive any or all irregularities in statement submitted;
4. In the event two or more statement shall be for the same amount for the same work, the City shall follow the provisions of LCRB 30.095 and Section 137-095 of the Oregon Attorney General's Model Public Contract Manual;
5. Reject all statements;
6. Award any or all parts of any statement; and
7. Request references and other data to determine responsiveness.

**SECTION 7
STATEMENT CERTIFICATIONS**

Non-discrimination Clause

The Submitting Firm agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address: _____

Resident Certificate

Please Check One:

Resident Vendor: Vendor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this statement packet.

Or

Non-resident Vendor: Vendor does not qualify under requirement stated above.

(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

**SECTION 8
SIGNATURE PAGE**

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a statement, represents that:

- A) The firm has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Qualifications may disqualify the firm.

The undersigned certifies that the statement has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this statement:

Addenda: No. _____ through No. _____ inclusive.

We therefore offer and make and submit this statement packet to furnish services indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: _____

Address: _____

Telephone Number: _____ Fax Number: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: _____

If corporation, attest: _____
(Corporate Officer)

Corporation Partnership Individual

Federal Tax Identification Number (TIN): _____

**ATTACHMENT A
CITY OF TIGARD, OREGON
ACKNOWLEDGMENT OF ADDENDA**

Project Title: On-Call Public Works Construction Services

Close: Thursday, December 7, 2017 - 2:00 p.m.

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA (*If none received, write "None Received"*):

1. _____ 3. _____

2. _____ 4. _____

Date

Signature of Proposer

Title

Corporate Name

**ATTACHMENT B
CITY OF TIGARD, OREGON
STATEMENT OF PROPOSAL**

Name of Consultant: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____ Fax: _____ Email: _____

accepts all the terms and conditions contained in the City of Tigard's Request for Qualifications for On-Call Public Works Construction Services and the attached General Services Agreement (Attachment C):

Signature of authorized representative

Date

Type or print name of authorized representative

Telephone Number

Type or print name of person(s) authorized to negotiate contracts

Telephone Number

REFERENCES

Reference #1

Telephone Number

Project Title

Contact Individual

Reference #2

Telephone Number

Project Title

Contact Individual

Reference #3

Telephone Number

Project Title

Contact Individual

**ATTACHMENT C
CITY OF TIGARD**

GENERAL SERVICES AGREEMENT TEMPLATE

THIS AGREEMENT made and entered into this (Day) of (Month), (Year) by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called “City”, and (Contractor's Name), hereinafter called “Contractor”, collectively known as the “Parties.”

RECITALS

WHEREAS, Contractor has submitted a bid or proposal to City to provide specific services; and

WHEREAS, Contractor is in the business of providing specific services and is aware of the purposes for which City requires the services; and

WHEREAS, City and Contractor wish to enter into a contract under which City shall purchase the services described in Contractor’s bid or proposal;

THEREFORE, The Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor agrees to provide services related to (enter project title or brief description) as detailed in Exhibit A – Scope of Services and by this reference made a part hereof.

2. EFFECTIVE DATE AND DURATION

Contractor shall initiate services upon receipt of City’s notice to proceed, together with an executed copy of this Agreement. This Agreement shall become effective upon the date of execution and shall expire, unless otherwise terminated or extended, on (Enter end date). All services shall be completed prior to the expiration of this Agreement.

3. PREVAILING WAGE RATES

The provisions of ORS Chapters 279A and 279C and all other Oregon and Federal provisions pertaining to minimum salaries and wages are incorporated herein by reference as if fully set forth. The Contractor agrees that the workmen in each trade or occupation required for the work to be done pursuant to the contract, employed in the performance of the Contract, either by the Contractor or Subcontractor or other person doing or contracting to do any part of the work contemplated by the Contractor shall be paid not less than the prevailing, minimum hourly rate of wage specified by the Commissioner of the Bureau of Labor, and attached hereto.

If this project is subject to both Federal Davis-Bacon Act requirement and State of Oregon Prevailing Wage Rate requirements, the Contractor must ensure that workers will be paid the higher of the applicable federal or state rate. If the Contractor fails to pay for labor or services, the City may pay for those labor and services and withhold these amounts from payments that are due the Contractor in accordance with ORS 279C.515

Contractor shall provide proof as requested to the City prior to the beginning of any of the work that the Contractor has filed a public works bond with a corporate surety in the amount of \$30,000 with the Construction Contractors Board as required under Oregon PWR law. Contractor shall also require in every subcontract to this Agreement that the subcontractor file a public works bond with the Construction Contractors Board in the amount of \$30,000 prior to starting work on this project unless otherwise exempt.

4. **COMPENSATION**

City agrees to pay Contractor on a per task order basis consistent with the pricing details attached to this Agreement and further consistent with Oregon Prevailing Wage Rate Law for Public Improvement Contracts. All tasks issued under this Agreement shall be done via a Purchase Order referencing all terms and conditions of this Agreement shall be in effect. At no time shall any task order exceed One Hundred Thousand and No/100 Dollars (\$100,000.00). Any payment made to the Contractor shall be based upon the following applicable terms:

- A. Payment will be made in installments based on Contractor's invoice, subject to the approval by the City, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- B. Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- C. Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the prosecution of this work.
- D. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished.
- E. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- F. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- G. Contractor shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one work week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- H. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical, hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- I. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract during the current fiscal year. Appropriations for future fiscal years shall be subject to budget approval by the City Council.

4. **ASSIGNMENT/DELEGATION**

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

5. **SUBMITTING BILLS AND MAKING PAYMENTS**

All notices and bills shall be made in writing and may be given by personal delivery, mail or fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD	(CONTRACTOR)
Attn: (City's contact person's name)	Attn: (Contractor's contact person's name)
Address: 13125 SW Hall Blvd. Tigard, Oregon 97223	Address: (Contractor's mailing address)
Phone: (503) (Project Mgr's phone #)	Phone: (Project Mgr's phone #)
Fax: (Project Mgr's fax #)	Fax: (Project Mgr's fax #)
Email: (Contact email)@tigard-or.gov	Email: (Contact email)

6. **TERMINATION**

The parties agree that any decision by either party to terminate this Agreement before (day) of (month), (year) shall be accompanied by thirty (30) days written notice to the other party prior to the date termination would take effect. There shall be no penalty for early termination. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered prorated to the date of termination.

7. **ACCESS TO RECORDS**

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

8. **FORCE MAJEURE**

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, natural disaster, war, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

9. **NON-DISCRIMINATION**

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

10. **INDEMNITY**

Contractor agrees to and shall defend, indemnify and hold harmless City, City's officers, employees, agents and representatives from and against all liability, claims, costs, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees in performance of this contract, except, however, that the

foregoing shall not apply to liability that arises out of the City's, its officers, employees, agents and representatives sole negligence. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this indemnification.

11. INSURANCE

Contractor shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover risks arising directly or indirectly out of Contractor's activities or work hereunder.

The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

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

<u>Coverage</u>	<u>Limit</u>
General Aggregate	3,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	2,000,000
Fire Damage (any one fire)	50,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles on an "occurrence" form. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

If Contractor uses a personally-owned vehicle for business use under this contract, the Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the contract, business automobile liability coverage for all owned vehicles on an "occurrence" form. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. Workers' Compensation Insurance

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

D. Additional Insured Provision

All policies aforementioned, other than Workers' Compensation and Professional Liability, shall include the City its officers, employees, agents and representatives as additional insureds with respect to this contract.

E. Insurance Carrier Rating

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

F. Self-Insurance

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

G. Certificates of Insurance

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

H. Independent Contractor Status

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

I. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

J. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this contract.

A certificate in form satisfactory to the City certifying to the issuance of such insurance will be forwarded to:

City of Tigard
Attn: Contracts and Purchasing Office
13125 SW Hall Blvd.
Tigard, Oregon 97223

At the discretion of the City, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company may be required to be forwarded to the above address.

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

12. **ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including witness fees (expert and non-expert), attorney's fees and court costs on appeal.

13. **COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES**

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A, 279B, and 279C, the provisions of which are hereby made a part of this agreement.

14. **CITY OF TIGARD BUSINESS LICENSE**

Contractor shall obtain, prior to the execution of any performance under this Agreement, a City of Tigard Business License. The Tigard Business License is based on a calendar year with a December 31st expiration date. New businesses operating in Tigard after June 30th of the current year will pay a pro-rated fee through the end of the calendar year.

15. **CONFLICT BETWEEN TERMS**

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

16. **SEVERABILITY**

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

17. **COMPLETE AGREEMENT**

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the Parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A shall control.

No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written. Awarded by Tigard's Local Contract Review Board at their _____ meeting.

CITY OF TIGARD

(CONTRACTOR)

By: Authorized City Representative

By: Authorized Contractor Representative

Date

Date

**EXHIBIT A
CONTRACTOR SUMMARY FORM**

PROPOSING ON (Mark "X" in box provided)

Underground Pipe Utilities Construction & Repair	<input type="checkbox"/>
Excavation Construction & Repair – Sanitary/Storm/Water Utilities	<input type="checkbox"/>
Concrete Services – Traffic Curb/Sidewalk/ADA Ramps	<input type="checkbox"/>
General Construction – Street Paving/Sidewalks/ADA Ramps	<input type="checkbox"/>
General Landscaping – City Parks, Trails, Nature Areas	<input type="checkbox"/>
Electrical Services – Traffic Signal/Street Lighting	<input type="checkbox"/>
Electrical Services – Pumps, Motors, Controls, PLC	<input type="checkbox"/>
Mechanical Services – Pumps, Valves, Process Controls	<input type="checkbox"/>
General Construction – Other	<input type="checkbox"/>

Contractor Name: _____

Date of Incorporation: _____ State of Incorporation: _____

of Years in Business: _____ Oregon Contractor's License #: _____

Other or Former Names under which your organization operates or has operated:

Names of Principal(s) and Title(s):

Location of office that will provide services to the City

FINANCIAL STATUS AND CLAIMS

Has the applicant, or any affiliate, ever been the subject of any of the following actions (any "Yes" answer will result in disqualification):

Debarment under ORS 279C.860	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Other action which resembles debarment	Yes <input type="checkbox"/>	No <input type="checkbox"/>

During the past seven years, has the company ever filed for protection under the Federal bankruptcy laws? If yes, provide details on a separate sheet.

BONDING

Please provide a letter from the Surety with the following information:

- Surety company’s bond rating
- Submitting Company’s name
- Submitting Company’s address
- Submitting Company’s aggregate work capacity
- Submitting Company’s single limit
- Bonding company’s representative’s contact information

TYPE(S) OF WORK ABILITIES (check ALL that apply)

Description of Work Experience	Mark “X” Contractor	Mark “X” Subcontractor
General Questions		
Worked on site at a water or wastewater treatment facility		
Worked on site at a water or wastewater pumping station		
Worked on site at a water storage reservoir or tank		
Worked on sanitary, storm water, water pipe and appurtenances		
Worked on stream or creek beds, embankments, riparian areas		
Performed On-call construction services for other cities, agencies		
Excavation Construction & Repair – Sanitary/Storm/Water Utilities		
Excavation, trenching, shoring, import fill, compaction, debris removal		
Repair/replace/install Underground Utilities (to include water, sanitary, storm water, manholes, catch basins, other appurtenances)		
Maintain proper back-fill materials & compaction rates as conditions require		
Concrete Services – Traffic Curb/Sidewalk/ADA Ramps		
Concrete removal and site preparation		
Concrete forms for curb, sidewalk or ADA ramps		
Concrete finishing to traffic industry standards		
Porous Concrete mixing, placement, finishing		
General Construction – Street Paving/Sidewalks/ADA Ramps		
Asphalt repair, resealing, dig outs, grinding, pothole patching		
Painting, striping, hot plastic work, delineators, berms		
Lighted crosswalk, beacon maintenance, repair, replacement		
Trail and nature walkway construction, repair, maintenance		
General Landscaping – City Parks, Trails, Nature Areas		
Park nature areas, soft scape maintenance, vegetation removal		
Native planting, ornamental planting, tree planting		
Irrigation installation, repair, maintenance (piping, controllers, backflow devices)		
Athletic field grass installation, maintenance, repair/reconditioning		
Native or natural landscape restoration open space & nature areas		

Description of Work Experience	Mark "X" Contractor	Mark "X" Subcontractor
Electrical Services – Traffic Signal/Street Lighting		
Install traffic signals, posts & support structures, wiring, controls		
Install street lighting, posts & support structures, wiring, controls		
Replace lamps and photoelectric control cells		
Correct mounting hardware, luminaire leveling, alignment lighting components		
Re-lamping LED, replacement, repair, maintenance lighting components		
Electrical Services – Pumps, Motors, Controls, PLC		
Electrical repair/maintenance/replace motors, motor control components		
PLC and RTU systems installation, repair, maintenance, programming		
Installation, maintenance, repair, replacement of motor control centers		
Main power component repair, maintenance, breakers, disconnects, monitors		
Repair/replace/install Duct banks, conduits, raceways, wire-ways, etc.		
Repair/replace/install Conductors of all types and ratings		
Repair/replace/install Conductors of all voltages; 120V through 4160V		
Repair/replace/install Underground Utilities (electrical, instrumentation, or control)		
Repair/replace/install Motor Control Centers		
Repair/replace/install Breakers, Disconnects, ABT Devices and Breaker Racking Devices		
Repair/replace/install Lighting Systems and Controls		
Repair/replace/install Premises Wiring and/or Security Systems (CCTV)		
Repair/replace/install Transformers, Substations, and Electrical		
Mechanical Services – Pumps, Valves, Process Controls		
General Construction – Other (Write Description Below)		

CONTRACTOR RESPONSIVENESS INFORMATION

Number of employees: _____ Number of employees able to respond to afterhours call-out: _____

Contractor Estimated Average Response Time: _____ Hours

Management person responsible for direct contact with city and services required for this Proposal:

Name: _____ Title: _____

Telephone Number: _____ Email Address: _____

Additional pages or information may be included that describe the capabilities and services of contractor(s) not specifically mentioned above.

**EXHIBIT B
CONTRACTOR EXPERIENCE FORM**

Briefly describe three (3) projects within the last 5 years relating to the construction services and abilities marked on Attachment "A" – Ability to Provide Services. Provide additional pages for each construction services and abilities marked:

PROJECT #1 – Construction Services Ability Experience: _____

Project Name: _____	Location: _____
Contract Amount: \$ _____	Owner's Contact: _____
Year Work Completed: _____	Owner's Phone Number: _____
Contractor's Project Manager: _____	Contractor's Foreman _____

Project Description _____ _____ _____ _____ _____
List of Major Types of Equipment: _____

PROJECT #2 – Construction Services Ability Experience: _____

Project Name: _____	Location: _____
Contract Amount: \$ _____	Owner's Contact: _____
Year Work Completed: _____	Owner's Phone Number: _____
Contractor's Project Manager: _____	Contractor's Foreman _____

Project Description _____ _____ _____ _____ _____
List of Major Types of Equipment: _____

PROJECT #3 – Construction Services Ability Experience: _____

Project Name: _____	Location: _____
Contract Amount: \$ _____	Owner's Contact: _____
Year Work Completed: _____	Owner's Phone Number: _____
Contractor's Project Manager: _____	Contractor's Foreman _____

Project Description

List of Major Types of Equipment: _____

**Additional Project Contractor would like to provide
Construction Services Ability Experience:** _____

Project Name: _____	Location: _____
Contract Amount: \$ _____	Owner's Contact: _____
Year Work Completed: _____	Owner's Phone Number: _____
Contractor's Project Manager: _____	Contractor's Foreman _____

Project Description

List of Major Types of Equipment: _____

Additional Information regarding construction experience, projects, personnel, or subcontractor(s):

EXHIBIT C
CHARGES/RATES FOR SERVICES
(Attach additional sheets if necessary)

TYPE OF RATE	RATE (NOT LESS THAN PWR)	EMPLOYEE CLASSIFICATION
Regular	\$ _____	_____
Regular	\$ _____	_____
After Hours/Weekends	\$ _____	_____
After Hours/Weekends	\$ _____	_____
Holidays	\$ _____	_____
Holidays	\$ _____	_____

TYPE OF FEE	RATE	NOTES
Dump Fee	\$ _____/cu. yard	_____
Other: _____	\$ _____/_____	_____

TYPE OF EQUIPMENT	DAILY RATE	WEEKLY RATE	MONTHLY RATE
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

Contractor can provide detail price sheets for charges/rates (including holiday, premium, and/or overtime rates) for all listed services for labor, equipment, and/or materials.

Provide a quoted percentage mark-up that will apply to any quoted subcontractor costs.

DESCRIPTION	MARKUP %	NOTES
Subcontractors	_____ %	_____
Materials	_____ %	_____