



Urban Renewal: South Main Avenue Improvements

Project Manager Request for Qualifications

07/26/2022

Linda Engbretson, City Manager

Collin Stelzig, Public Works Director

REQUEST FOR QUALIFICATIONS
PROJECT MANAGEMENT SERVICES
WARRENTON URBAN RENEWAL
AGENCY
WARRENTON, OREGON

Urban Renewal: South Main Avenue Improvements

Date of Issue: July 26, 2022

Proposal Due Date: August 15, 2021

Tentative City Commission Approval: September 13th, 2022

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1: Introduction:

The Warrenton Urban Renewal Agency is planning to hire a Project Manager to oversee the Urban Renewal of the city's South Main Avenue/ ODOT Hwy 104 This project will incorporate construction of standard and custom streetscape improvements in public rights-of-way, including unique features such as: street furnishings; suspended site lighting and full permanent traffic control and illumination systems, landscaping, water systems, stormwater systems, sewers systems, and construction survey work.

2: Overview

The city of Warrenton, located in Clatsop County, on the beautiful northwestern tip of Oregon, is bordered by the Pacific Ocean on the west, and the mighty Columbia River on the north. It was platted in 1889 and incorporated as a city under the laws of Oregon in 1899. With a growing population of 5,549 residents in 2019, and spanning over 17 miles, Warrenton is a growing city on the coast that is a reoccurring visiting spot for fishers and tourists alike wanting to see this part of the Pacific Northwest.

2: Urban Renewal in Warrenton

The Warrenton Urban Renewal Agency (URA) was established in February 2007 to revitalize downtown Warrenton. URA created an urban renewal district that encompasses 875 acres that covers downtown and extends along S Main Ave to just south of Warrenton High School. The URA outlined the types of land use, projects, and financing in an Urban Renewal Plan & Reports that is required by ORS 457.

The Urban Renewal Plan should provide for a more attractive shopping, dining, living, working, and recreating environment. The improvements to the streetscape and utilities, redevelopment of under-utilized properties and new business and residences will provide for a variety of shopping and living opportunities, improved marina facilities and a unique mixed-use central area.

3: Project Description and Schedule:

The Warrenton Urban Renewal Agency is seeking the services of a professional Project Management Firm or Individual to provide project management services in the urban renewal and improvement of the city of Warrenton's Main Street. This is part of the city of Warrenton's urban renewal plan and will establish a setting with improved economic health, road conditions and city appearance.

This is a multiyear project with construction expected to start in 2024 and extend into 2025. This contract is expected to extend until at least the start of construction and may extend past project construction completion.

All work specified shall be awarded to one (1) contractor only.

Following is an estimated project schedule:

PM Statement of Qualifications Due	August 15, 2022
PM Notice to Proceed	September 14, 2022

BREAKDOWN BY MAJOR PROJECT COST ITEMS

Cost Item	Cost Estimate (2020 Dollars)
Mobilization and temporary features	\$349,000
Roadwork, sitework, demo and preparation	\$143,000
Pipelines (new and repairs) <ul style="list-style-type: none"> • Trenching, storm drainage, sanitary sewer • Water 	\$375,000 \$219,000
Pavement, base plus wearing courses (ODOT roadway part), striping/signage	\$328,000
Sidewalks/ADA curb ramps/bulbouts	\$385,000
Landscaping for bulbouts	\$32,000
“Main Street” Type Streetlighting (based on Master Plan renderings, discussion with Marilyn from Pacificorp)	\$660,000
Undergrounding of overhead utilities (power plus cable) <ul style="list-style-type: none"> • Utility lines, PP design layout/load reviews (Pacificorp/Pacific Power, Centurylink) • Restore private service connections 	\$810,000 \$200,000
Final design & permitting	\$441,000
Construction management	\$325,000
Escalation & contingencies (Up to 3 years’ escalation included)	\$1,280,000
TOTAL ESTIMATED COST	\$5,547,000

**For a more comprehensive breakdown of the project budget go to Appendix A.*

** To see the City of Warrenton Urban Renewal- Master Plans go to Appendix B.*

4: Scope of Services

The successful applicant will be a highly skilled and experienced professional Project Manager (PM) with related experience in the following areas discussed below. The PM shall have the experience in planning and managing civil projects. Their services shall include all general leadership and

management functions required of a PM including but not limited to, monitoring schedules; overseeing quality of all aspects of the project; communication with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the projects through all the various phases; providing direct interface with end-users and other stakeholders as required; briefing officials, Council/Boards/Commissions, and being more particularly described as follows:

- 4.1 Establish and manage a formalized process to efficiently complete the project.
- 4.2 Discuss and coordinate solutions to problems with the Warrenton Urban Renewal Agency, and property owners.
- 4.3 Perform outreach to the public when necessary and directed by the Warrenton Urban Renewal Agency.
 - 4.3.1 Assist the URA in qualifying, selecting and coordinating additional professional services.
 - 4.3.2 Ability to communicate openly and effectively with community members, residents and local businesses.
 - 4.3.3 Attend and participate in all Urban Renewal related meetings as necessary.
- 4.4 Develop a Project Management Plan, including project objectives, deliverables, role/responsibilities/contact information.
- 4.5 Develop and maintain the overall project milestone schedule, URA's responsibilities, permitting requirements, and anticipated construction schedules (including long-lead-time items).
 - 4.5.1 Schedule and conduct progress meetings. Provide a status report to the Public Works Director and Executive Director on a monthly basis. Provide updates to the Warrenton City Commission as requested.
- 4.6 Continue to update and maintain the City of Warrenton whenever necessary. Review and approve on an annual basis
- 4.7 Conduct outreach to local, state and federal government
- 4.8 Assist the Warrenton Urban Renewal Agency in coordinating any work that falls under the Urban Renewal Plan, and the improvement of s Main Avenue.
- 4.9 Any other duties regarding urban renewal on S Main Avenue or the agreed upon area that may be requested by the URA.

- 4.10 Forward facing point of contact for this project, and a professional representation of the Warrenton Urban Renewal Agency.

5: Proposal Submittal Format

Interested consultants shall prepare and submit Proposals in accordance with the requirements stated within this RFQ. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFQ. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFQ may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

Project Manager's Proposal will provide, in the following order, required information demonstrating that the firm or individual has the experience and knowledge needed to successfully complete its services. The proposal will be limited to 12 pages single sided, minimum 12-point font, Times New Roman.

The Required Submittals are:

Introductory Letter: Provide a letter describing the Proposers commitment and willingness to provide services offered interest in the Project, and why the Proposer should be selected.

The letter of interest shall specifically stipulate the following statements:

“Proposer has received and examined, as part of the Proposal, Addenda No. 1 through 10. Proposer accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the Proposal.”

“The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due.

“All materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become property of the Warrenton Urban Renewal Agency without restriction or limitation of future use.”

Project Management Experience: Professional, education or volunteer experience that would be relevant to this RFQ, and shows applicants experience in this field.

Key Project Personnel / Project Organization:

Key Personnel: PM should have minimum 5 years' experience. Provide detailed resume for the Project Manager candidate who will be performing the services. Resumes should include years of experience, summary of relevant experience, and education. Include the contact person, entity name, and address. Also include the proposed entity with whom the URA would discuss and negotiate a contract.

References: Provide information for three references, including at least one public sector development partners able to speak to the development team's experience on similar projects. Include any information on the nature of these projects associated with each reference.

Insurance: Prior to starting work hereunder, the firm or individual, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to URA, the following insurance:

Commercial General Liability. Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include the firm or individual, sub consultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

Professional Liability Insurance. The firm or individual shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

Automobile Liability. The firm or individual shall obtain and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000

Additional Insured. The liability insurance coverage shall the URA and its officers and employees as Additional Insured but only with respect to the firm's activities to be performed under this

Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to the URA from each insurance company providing insurance showing that the URA is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

5: Selection Criteria

The URA will evaluate the proposals for the PM based on the following criteria:

Proposed PM: The proposed Project Manager's experience, leadership capability, and past performance will be evaluated when selecting the best possible candidate for this project.

Relevant Experience: The experience of the Proposed PM in performing similar services and knowledge of City's levee system. This includes their understanding of the project and the soundness of their approach.

Responsiveness: The proposal will be examined to verify that the Proposer has submitted both the documentation requested and is responsive to the detailed specifications for the project.

After the receipt of proposals, the selection committee will review the credentials of each firm. The URA reserves the right to select based solely on the strength of the proposals. Firms may be shortlisted and selected for an interview. Selected firms will make presentations to and will be interviewed by a committee which will evaluate, select, and recommend the firms deemed best qualified to undertake a project of this size and scope, based on quality of work as judged from previous experience and references and staff capabilities. Key staff members are expected to participate in the interview. The URA will negotiate with the firm or individual selected for services and compensation. If negotiations with the selected firm cannot be consummated to the satisfaction of the URA, then the firm will be so notified in writing and negotiations may be initiated with other firms recommended by the committee.

The URA does not obligate itself to accept the lowest proposal or any proposal and reserves the right to waive any informalities in any or all the proposals, and to reject or accept any proposal.

6: Submittal Requirements

Each responding firm will email Warrenton Urban Renewal Agency point of contact shown below affirming they intend to submit a proposal. Include submitting firm's point of contact information.

All questions regarding this RFQ are required in writing, via email, to:

City of Warrenton
Collin Stelzig, PE
Public Works Director PO Box 250
Warrenton, Oregon 97146
Email: publicworks@ci.warrenton.or.us

The Warrenton Urban Renewal Agency is requesting that those firms interested in providing Project Management Services for the project provide a Proposal, in electronic PDF form, via email to:

City of Warrenton
Collin Stelzig, PE
Public Works Director PO Box 250
Warrenton, Oregon 97146
Email: publicworks@ci.warrenton.or.us

All responses must be received by the URA by 2:00 PM on **August 15, 2022**. Responses received after this date and time may not be considered. All proposals in response to this RFQ should be clearly marked "Warrenton Urban Renewal Agency – Request for Qualifications – Project Management Services"

Amendments to the RFQ will be distributed via email only to firms that confirmed their intent to submit a proposal.

7: General RFQ Information

The Warrenton Urban Renewal Agency reserves the right to reject all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of the URA and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate the URA to award a contract. Warrenton, and the Warrenton Urban Renewal Agency

will pay no costs incurred by Proposers in responding to this RFQ. The URA may, in its discretion, cancel this process at any time prior to execution of a contract without liability.

Confidentiality

All information submitted by Proposers shall become and remain the property of the URA and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law.

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The Warrenton Urban Renewal Agency will make available to any person requesting information through the URA processes for disclosure of public records, any and all information submitted as a result of this RFQ not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The Warrenton Urban Renewal Agency accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the URA will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense if the Proposer wishes to deny or withhold the information.

Cancellation

The Warrenton Urban Renewal Agency reserves the right to cancel this RFQ or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the URA. In no event shall the URA have any liability for the cancellation of a contract award.

Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the URA's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFQ, the decision of the Warrenton Urban Renewal Agency shall be final and binding upon all parties.

Proposer Certifications

By the act of submitting a Proposal in response to this RFQ, the Proposer certifies that:

1. Proposer has carefully examined all RFQ documents, including the draft Professional Services Agreement (attached as Appendix C), all addenda, and all other attachments, fully understands the RFQ intent, is able to perform all tasks as described in the Scope of Work of this RFQ, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFQ, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the URA for contract award. If the URA does not agree with such noted changes, Proposer may withdraw the proposed change, or the entire Proposal and the Warrenton Urban Renewal Agency may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the URA has a direct or indirect financial interest in the Proposal, or

in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.

6. Proposer has examined all parts of the RFQ, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Request for Qualifications.

Nondiscrimination

By the act of submitting a Proposal in response to this RFQ, the Proposer certifies, under penalty of perjury, that the Proposer has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Warrenton, Oregon, and Federal Requirements

The Warrenton Urban Renewal Agency intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the URA.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

Proposer is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The Warrenton Urban Renewal Agency programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color,

national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

10: Appendix

Appendix A

CONCEPTUAL - COST ESTIMATE					
WARRENTON DOWNTOWN MASTER PLAN					Otak #19787
KIND OF WORK				DATE	
DOWNTOWN MASTER PLAN MAIN AVENUE IMPROVEMENTS SOUTH OF HARBOR DRIVE TO SW 4TH STREET				8/27/20	
SPEC SECTION	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
PART 00200 - TEMPORARY FEATURES AND APPURTENANCES					
0210-0100000A	MOBILIZATION	LS	1	10.0%	\$314,662
0225-0100000A	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	0.75%	\$23,600
0280-0100000A	EROSION CONTROL	LS	1	0.35%	\$11,013
PART 00300 - ROADWORK					
0305-0100000A	CONSTRUCTION SURVEY WORK	LS	1	0.5%	\$15,733
0310-0103000J	REMOVAL OF SURFACINGS	SQYD	9630	\$12.09	\$116,427
0310-0119000F	ASPHALT PAVEMENT SAW CUTTING	FOOT	606	\$3.17	\$1,921
0320-0100000R	CLEARING AND GRUBBING	ACRE	0.25	\$8,866.17	\$2,217
0350-0107000J	SUBGRADE REINFORCEMENT GEOGRID	SQYD	2970	\$2.25	\$6,683
PART 00400 - DRAINAGE AND SEWERS					
0411-0300000E	SERVICE LINE RECONNECTIONS	EACH	11	\$200.00	\$2,200
0445-030010AF	10 INCH SANITARY SEWER PIPE, 5 FT DEPTH	FOOT	400	\$90.00	\$36,000
0445-052002AF	2 INCH PVC PIPE, 5 FT DEPTH-STREETLIGHT	FOOT	2800	\$86.35	\$241,780
0445-060006AF	6 INCH DUCTILE IRON PIPE, 5 FT DEPTH	FOOT	50	\$150.00	\$7,500
0470-0100000E	CONCRETE SANITARY SEWER MANHOLES	EACH	1	\$5,838.00	\$5,838
0470-0101000E	CONCRETE STORM SEWER MANHOLES	EACH	3	\$5,000.06	\$15,000
0470-0331000E	CATCH BASINS, TYPE 3	EACH	25	\$1,474.00	\$36,850
0490-0104000E	CONNECTION TO EXISTING STRUCTURES	EACH	12	\$1,051.69	\$12,620
0490-0120000E	MINOR ADJUSTMENT OF MANHOLES	EACH	2	\$1,051.91	\$2,104
1999-9Z90000A	SEWER SPOT REPAIRS	LS	1	\$15,000.00	\$15,000
PART 00500 - BRIDGES AND WALLS					
PART 00600 - BASES					
0640-0100000M	AGGREGATE BASE	TON	599	\$39.02	\$23,373
PART 00700 - WEARING SURFACES					
0744-0302000M	LEVEL 3, 1/2 INCH ACP MIXTURE	TON	1,991	\$130.00	\$258,830
0759-0103000F	CONCRETE CURBS, CURB AND GUTTER	FOOT	3,111	\$40.81	\$126,960
0759-0126000J	CONCRETE DRIVEWAYS	SQFT	3,568	\$11.91	\$42,495
0759-0128000J	CONCRETE WALKS	SQFT	26,678	\$8.31	\$221,694
0759-0154100E	EXTRA FOR CURB RAMPS	EACH	21	\$1,367.03	\$28,708
0759-0510000J	TRUNCATED DOMES ON NEW SURFACES	SQFT	252	\$28.46	\$7,172
PART 00800 - PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES					
0865-0160000F	THERMOPLASTIC, EXTRUDED OR SPRAYED, SURFACE, NON-PROFILED	FOOT	1629	\$2.03	\$3,307
PART 00900 - PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS					
0970-0104000A	LUMINAIRES, LAMPS, AND BALLASTS	LS	55	\$12,000.00	\$660,000
PART 01000 - RIGHT OF WAY DEVELOPMENT AND CONTROL					
1030-XXX	LANDSCAPING	SF	3980	\$8	\$31,840
PART 01100 - WATER SUPPLY SYSTEMS					
1160-0103000E	RECONNECTING EXISTING HYDRANTS	EACH	1	\$500	\$500
1170-XXX	WATER SERVICE CONNECTION 3/4" DIA. NEAR SIDE	EACH	16	\$2,000	\$32,000
1170-XXX	WATER SERVICE CONNECTION, 3/4" DIA. FAR SIDE	EACH	12	\$2,800	\$33,600
0583-0201000F	PVC CONDUIT SYSTEM, 18 INCH DIAMETER	FOOT	1530	\$100.00	\$153,000
OTHER UTILITIES					
XXX	POWER/COMCAST UNDERGROUNDING W/ CABLE AND VAULTS	LS	1.00	\$ 800,000.00	\$800,000
XXX	SERVICE CONVERSIONS	LS	1.00	\$ 200,000.00	\$200,000
XXX	PACIFIC POWER LAYOUT/LOAD REVIEW	LS	1.00	\$ 10,000.00	\$10,000
ENGINEERING					
9800-0000150A	CONSTRUCTION ENGINEERING	LS	1.00	10%	\$314,662
9800-0000150A	GEOTECHNICAL ANALYSIS	LS	1.00	\$ 10,000.00	\$10,000
9800-0000150A	ODOT CROSSWALK CLOSURE PROCESS - 3RD	LS	1.00	\$ 1,000.00	\$1,000
9800-0000150A	FINAL DESIGN AND PERMITTING	LS	1.00	14%	\$440,526
SUBTOTAL, CONSTRUCTION ITEMS					\$4,266,814
30% CONTINGENCY & ESCALATION					\$1,280,044
TOTAL PROJECT COST					\$5,546,858

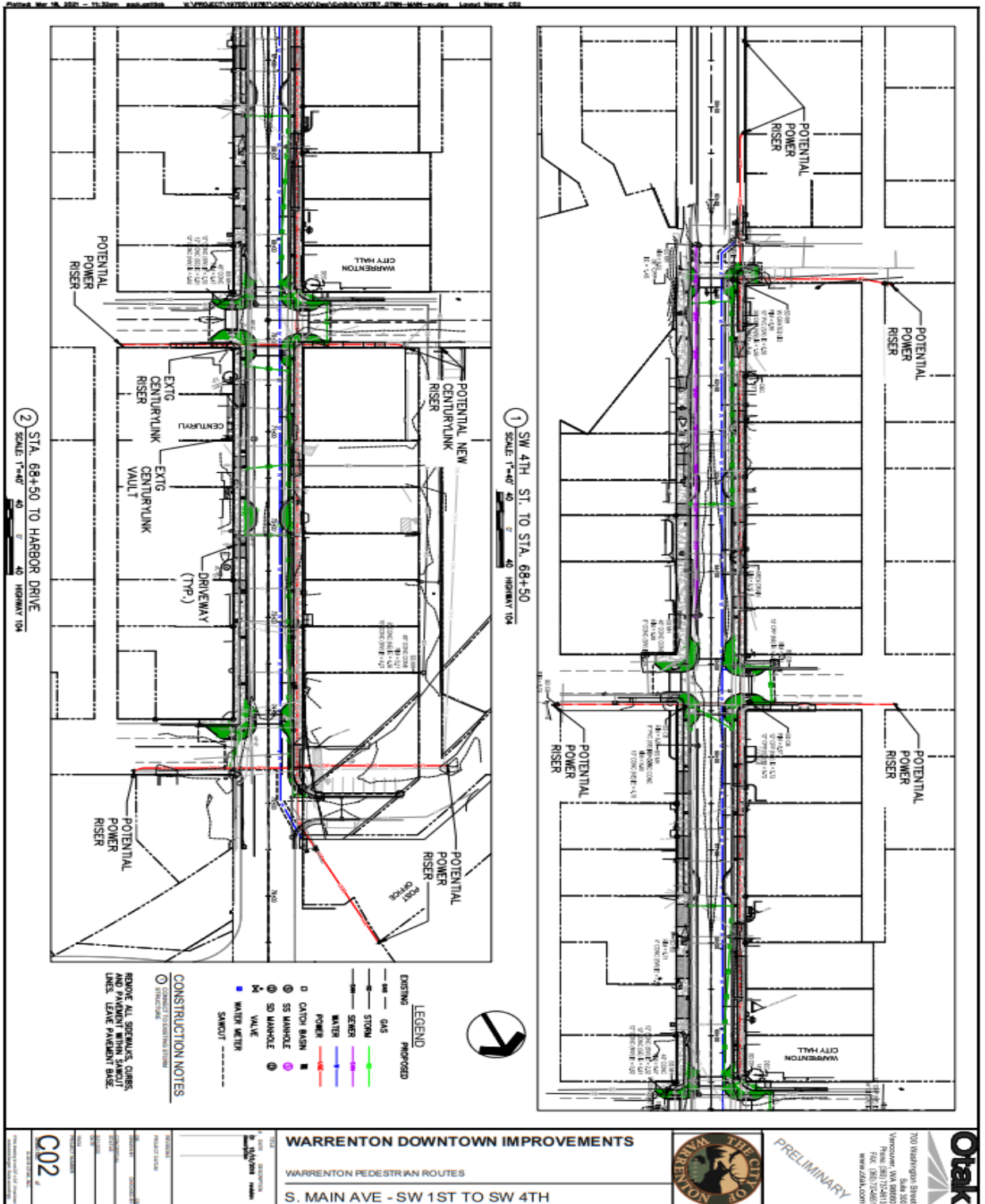
BREAKDOWN BY MAJOR ITEM

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Construction management	\$325,000
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TOTAL ESTIMATED COST	\$5,547,000

Cost Responsibilities:

- City and PP/Centurylink would need to split \$800,000
 - City to pick up PP design work (\$10,000).
- City responsible for restoring utility services: \$200,000
- City and ODOT need to discuss splitting pavement restoration/rehabilitation and curb ramps: \$713,000
- City, ODOT, and utilities need to decide on splitting the pre-construction activities (mobilization, sitework, clearing): \$492,000
- There would need to be some agreement to splitting the contingencies, escalation, design, and construction management.
- Trenching and removing existing sidewalk will allow for undergrounding of utilities plus water, sewer, and storm
- Gas is protected-in-place (may have cap restoration for in-street work)
- City responsible for remainder.

Appendix B



Appendix C

Draft- Warrenton Urban Renewal Agency
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

CONTRACT:

This Contract made and entered into this twenty-second day of September _____, 2022, by and between the Warrenton Urban Renewal Agency, a municipal corporation of the State of Oregon, hereinafter called " AGENCY ", and business name here, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

WHEREAS, the AGENCY requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as AGENCY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES:

A. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project. See Attachment Exhibit A. Proposal Dated [Click or tap here to enter text.](#) for [Click or tap here to enter text.](#)

2. COMPENSATION

A. The AGENCY agrees to pay CONSULTANT a total not-to-exceed price of [Click or tap here to enter text.](#) for performance of [Click or tap here to enter text.](#);

B. The CONSULTANT will submit a final invoice referencing [Click or tap here to enter text.](#) for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

C. AGENCY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

CONSULTANT shall furnish to the AGENCY the CONSULTANT's employer identification number, as designated by the Internal Revenue Service, or CONSULTANT's Social Security number, as AGENCY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the AGENCY authorized representative will be Linda Engbretson, Executive Director, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be [Click or tap here to enter text.](#)

6. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the AGENCY, shall not be entitled to benefits of any kind to which an employee of the AGENCY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the AGENCY for any purpose, AGENCY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from AGENCY or third party) as result of said finding and to the full extent of any payments that AGENCY is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a Warrenton Urban Renewal Agency employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon

appeal. CONSULTANT may likewise cancel all or any part of this contract if AGENCY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for AGENCY.

8. ACCESS TO RECORDS

AGENCY shall have access to such books, documents, papers and records of CONSULTANT as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither AGENCY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the AGENCY to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

13. 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 and the proposal of the CONSULTANT, this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless the Warrenton Urban Renewal Agency, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, CONSULTANT, or others resulting from or arising out of CONSULTANT's negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and Warrenton Urban Renewal Agency this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability CONSULTANT agrees to indemnify and hold harmless AGENCY, its officers and employees from any and all liability, settlements, loss, reasonable defense costs, attorney's fees and expenses arising out of CONSULTANT's negligent acts, errors, or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the AGENCY, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

With respect to Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

15. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT's cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to AGENCY, the following insurance:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include CONSULTANTS, sub consultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

C. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000 and annual aggregate not less than \$2,000,000.

D. Additional Insured. The liability insurance coverage shall include AGENCY and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to AGENCY from each insurance company providing insurance showing that the AGENCY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to AGENCY. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES ORS 279B.220

CONSULTANT shall make payment promptly, as due, to all persons supplying CONSULTANT labor or material for the prosecution of the work provided for this contract.

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.

CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished.

CONSULTANT shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

17. WORKERS COMPENSATION INSURANCE

CONSULTANT, its sub-CONSULTANTS, if any and all employees working under this agreement are either subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers or are employers that are exempt under ORS 656.126.

18. PAYMENT OF MEDICAL CARE ORS 279B.230

CONSULTANT shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT 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.

19. OVERTIME ORS 279B.235.

Employees shall be paid for overtime work performed under this contract in accordance with ORS 279B.235(3) unless excluded under ORS 653.010 to 653.261 (29 U.S.C. sections 201 to 209).

20. BUSINESS LICENSE

Prior to commencing work in the City of Warrenton, CONSULTANT shall obtain a city business license.

21. STANDARD OF CARE

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by CONSULTANTS performing the same or similar services at the time CONSULTANT's services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

22. NO THIRD-PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the AGENCY and CONSULTANT and has no third-party beneficiaries.

23. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

24. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between AGENCY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

Warrenton Urban Renewal Agency

BY: _____
Click or tap here to enter text., Mayor Date

ATTEST: _____
Linda Engbretson, Executibe Director

CONSULTANT

By: _____
Printed Name: _____ Date
Title: _____