REQUEST FOR PROPOSAL

General Aviation Consulting Services – February 8, 2013
REQUEST FOR PROPOSALS (RFP) – GENERAL AVIATION CONSULTING SERVICES

INTRODUCTION

The Redmond Municipal Airport – Roberts Field (RDM), located in Redmond, Oregon, is requesting responses from firms with experience providing General Aviation consulting services. The Airport wishes to contract with a firm to provide consulting services for development of Airport Rules and Regulations, Minimum Standards, Fixed Base Operator (FBO) Agreements, and to provide FBO operations consulting services. RDM is a non-hub Airport serving the communities of Central Oregon with a catchment area of 235,000 and is served by three air carriers (Alaska Airlines, United Airlines, Delta) providing air service to Denver, Salt Lake City, San Francisco, Seattle, and Portland. The Airport has one FBO.

PROPOSAL SUBMITAL AND DUE DATE

Any questions regarding this RFP should be forwarded to Kim Dickie, Airport Director, at kim.dickie@flyrdm.com. The email subject line should include “RDM General Aviation Consulting Services”.

The RFP and any addendums will be posted on the following website addresses: http://www.flyrdm.com/?Airport-Business-Opportunities, and www.ci.redmond.or.us. Consulting firms are responsible for checking the website address for any addendums.

Consulting firms response should include (4) complete copies of their proposals by Friday, March 8, 2013, no later than 3pm, sent to the following address:

Redmond City Hall
716 SW Evergreen Avenue
Redmond, Oregon, 97756
Attn: Kelly Morse, Redmond City Recorder

Proposals will not be accepted after the deadline. The outside of the submittal shall include the label: “RDM General Aviation Consulting Services.”
ANTICIPATED SELECTION SCHEDULE

The timeline for the selection process is as follows:

- Submittal Due Date: Friday, March 8, 2013 NLT 3pm (PST)
- Phone Interview (if needed): To Be Determined
- Award of Contract: March 25, 2013 or sooner

The Airport Director and committee will review submitted qualifications. After review, the Airport may select the highest scoring finalists to conduct a phone interview.

Unless otherwise specified, proposals must remain valid for at least 90 days after proposal submittal deadline and must be signed by an official authorized to bind the firm.

REJECTION OF PROPOSALS

The City of Redmond may reject any and all proposals not in compliance with all prescribed public proposal procedures and requirements.

PROTESTS

Any complaints of perceived inequities related to this RFP shall be in writing and directed to the attention of Kelly Morse, Redmond City Recorder at the address in this RFP. Protests of award must be made within five days after notification of selected consulting firm.

INCURRING COSTS

The City of Redmond is not liable for any cost incurred by a consultant prior to issuance of a contract.

SCOPE OF WORK

Services to be provided will include the following:

1. Revise Minimum Standards and develop Airport Rules and Regulations
2. Develop new FBO operating agreement
3. Provide general consulting services with regard to FBO operations
4. Be available to attend meetings with Airport Staff, local government, Airport Commission and aviation community as needed

COMPENSATION

Proposal should include consultant’s Rate Sheet with Hourly Fees. Fees for travel and miscellaneous expenses should be included separately.
Airport reserves the right to negotiate a Lump Sum Fee per service as detailed in Scope of Work. Final Fees and Scope of Work will be determined after negotiation between City and selected consultant.

INSURANCE

The successful firm shall be required to carry professional liability insurance per City of Redmond requirements and upon successful acceptance of the contract; the City of Redmond shall be named as “Additional Insured.” Certificates shall include delineation of the insurance carrier and coverage limits per occurrence.

Insurance Limits that are required are the following:

- Professional Liability - $1,000,000 per occurrence/$2,000,000 aggregate
- Commercial General Liability - $1,000,000 per occurrence / $2,000,000 aggregate adding the City of Redmond, its officers, directors, agents and employees as Additional Insured.
- Automobile Insurance – as required

EVALUATION CRITERIA

The following information will be taken into consideration during the evaluation process:

Expertise and qualifications in the following areas:

- Experience (5 or more years) in the aviation industry working with Public Use Airports (General Aviation, non-hub, small hub airports that have an FBO)
- Experience (5 or more years) in development of Minimum Standards, Airport Rules and Regulations, FBO Lease Agreements and knowledge of FBO operations (General Aviation, Non-Hub, Small-Hub sized Airports preferred)
- Knowledge of and interpretation of Federal Aviation Administration and Transportation Security Administration Regulations
- Reputation for providing high-quality service, ability to work cooperatively with Airport Director, local government, and aviation community
- Demonstration of sound judgment, integrity, and reliability as determined by client references provided.

EVALUATION

The evaluation process will be reviewed by a selection committee appointed by Airport Director. The committee shall be comprised of a minimum of 3 persons who are familiar and have experience with the Scope of Work contemplated herein. Selection committee members shall review the proposals awarding points in accordance with the evaluation criteria included. Following review and scoring, scores will be
averaged and tallied for a final points score. The Selection Committee reserves the right to request and conduct a phone interview.

The City reserves the right to seek clarifications of any or all proposals.

CONTENT OF PROPOSAL

Proposals shall include the following:

1. Qualifications per Scope of Work
   a. Introductory Letter that expresses interest in the project to include: name of firm, RFP contact person, email, phone, and mailing address, commitment to Scope of Work, and available start date for the consultant/project team.
   b. Consultant/Project Team Experience – Provide proposed Consultant/Project Team qualifications, experience, skills. Highlight firm’s experience as described in Evaluation Criteria. Include resume(s) which reflects education and experience.

2. Project Approach, Experience & Client Reference
   a. Project Approach - Provide description on how consultant will approach the Scope of Work highlighting items 1 and 2. Description should include consultant’s concept for accomplishing the work to include how consultant will work with Airport staff and airport community.
   b. Experience & Client Reference - Include project descriptions for a minimum of (3) three recent similar projects. Include completion dates, a client reference name, and phone number. Airport will conduct a client reference check.

3. Compensation
   a. Provide Rate Sheet with Hourly Fees
   b. Travel and miscellaneous expenses should be included separately

Proposals are recommended, not required, to be limited to 20 pages in length, resumes as Appendices are not considered within the recommended page limit number.

SCORING

The scoring process will begin with an analysis of each proposal using the Evaluation Criteria and will be weighted as shown below:

- Qualifications per Scope of Work – 30 points
- Project Approach, Experience & Client References – 60 points
- Compensation – 10 points
- TOTAL = 100 points
If phone interviews are conducted, an additional 25 points will be added to the scoring process for a Total of 125 points.

**REJECTION OF QUALIFICATIONS**

The City of Redmond reserves the right to:

1. reject any or all proposals not in compliance with public solicitation procedures and requirements,
2. reject any proposal that does not include all the information as requested in Content of Proposal,
3. reject any or all proposals in accordance with ORS 279B.100,
4. select consultant on the basis of the proposals and to conduct interviews with the highest qualified proposers after scoring,
5. seek clarification of any or all proposals.

**PUBLIC RECORD**

All proposals submitted are the property of the City of Redmond and are public records. Except for information marked “proprietary,” all documents received by the City are subject to public disclosure after the City selects a contractor. The City will attempt to maintain the confidentiality of materials marked “Proprietary” to the extent possible under Oregon public records law.

**CONSULTANT SERVICES CONTRACT**

See Exhibit A for a sample Consultant Services Contract between the City of Redmond and a consulting firm.
This Contract is between The City of Redmond (City) and ______ (Consultant). The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be ______ or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be _______________.

**Statement of Work.** Consultant shall perform the work described in Exhibit 1.

**Payment for Work.** City agrees to pay Consultant in accordance with Exhibit 1.

**Contract Documents.** This Contract includes this cover page, contract pages 1-8 and Exhibits 1, 2, 3, 4, and 5.

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**CONSULTANT DATA AND SIGNATURE**

Consultant Mailing Address (remit payment and notices) : __________________________________________________________

Federal Tax ID# or Social Security #: __________________________________________________________

Is Consultant a nonresident alien?  ☐ Yes  ☐ No

Business Designation (check one): ☐ Sole Proprietorship  ☐ Corporation-for profit  ☐ Corporation-non-profit  ☐ Partnership  ☐ Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Consultant and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Consultant shall also sign Exhibits 3, 4, and 5, if applicable.

________________________________________  __________________________________________
Signature                                           Title

Name (please print)  ____________________________

Date

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**CITY OF REDMOND SIGNATURE**

Contracts are not valid and not binding on the City until signed by the appropriate City Representative. Department Head: not to exceed $10,000; Assistant City Manager or Public Works Director: not to exceed $20,000; City Manager: not to exceed $50,000. Contracts exceeding $50,000 are not valid and not binding on the City until signed by the Local Contract Review Board.

Dated this _____ of __________________, 2012

CITY OF REDMOND DEPARTMENT HEAD

________________________________________
By:  Title:

CITY OF REDMOND ASSISTANT CITY MANAGER OR PUBLIC WORKS DIRECTOR

________________________________________
By:  Title:

CITY OF REDMOND LOCAL CONTRACT REVIEW BOARD

________________________________________
By:  Title:
CITY OF REDMOND CONSULTANT CONTRACT No.___________

THIS AGREEMENT, made and entered into this ___ day of ______________, 201_, by and between the CITY OF REDMOND, a municipal corporation of the state of Oregon, hereinafter referred to as “CITY”, and ______________________, operating as an independent Consultant, hereinafter referred to as “CONSULTANT”.

WITNESSETH:

The signing of this Agreement by CITY and CONSULTANT authorizes Consultant to carry out and complete the services as described below in consideration of the mutual covenants set forth in this Agreement.

1. EFFECTIVE DATE AND DURATION. This Agreement is effective _____ ____. 201_. Except as otherwise provided in this agreement, this Agreement terminates at __:___.m., __________ ____, 200__.

2. PROJECT Consultant’s work will be limited to the projects described below. Work on any additional projects will require written authorization from City. Consultant will be working on the following projects:

2.1

2.2

3. SCOPE OF SERVICES. Consultant agrees to provide the following services as an independent contractor:

3.1 Duties. Exhibit 1 summarizes a detailed list of duties, including time lines and document production;

3.2 Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

3.3 City Project Representative. Consultant shall coordinate services, progress reports and this agreement through the following authorized City Employee:

Name: Contact Phone Number:

3.4 Records. Consultant shall maintain all of its records relating to the Scope of Services on a generally recognized accounting basis and allow City the opportunity to inspect and copy such records at a convenient place during normal business hours. All records shall be maintained by Consultant for three years after City makes final payment and all other pending matters between City and Consultant are closed.
3.5 **Compliance with Laws.** Consultant shall comply with all federal, state and local laws and ordinances applicable to public contracts and the work to be performed under this Agreement.

3.6 **Contract Documents.** In the event of a conflict between or among the terms of this Agreement and any proposal, bid documents, standards and specifications and/or request for proposals, the following order of precedence shall prevail: (a) this instrument; (b) the Attachments to this Instrument; (c) the request for proposal; (d) the proposal and/or bid documents. Nothing in this Agreement shall be considered as an acceptance of the terms of a proposal if the terms of the proposal conflict or are otherwise incompatible with the express terms contained in this Agreement and Attachments or in the City’s request for bids or proposals.

### 4. RESTRICTIONS.

4.1 Consultant shall make prompt payments as due to all persons supplying labor or materials to Consultant for the work provided under this Agreement. Consultant shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished. If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, services or material furnished to Consultant or a subcontractor in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or material and charge the amount of the payment against funds due or to become due to Consultant under this Agreement.

4.2 During the course of this Agreement Consultant may have access to confidential information of City and may participate in confidential discussions with City. Consultant shall not disclose confidential City information to any third party during the term of this Agreement or after its termination except as required by a court of competent jurisdiction or with the consent of City.

### 5. FEE FOR SERVICES.

5.1 City shall pay Consultant _______. Payments shall be made _______. fee for the Services shall not exceed $____________. See Exhibit 1 for payment details and required Consultant documentation.

5.2 In the event that a dispute arises regarding Consultant’s billing, City shall pay any amounts it agrees it owes and shall withhold payment of disputed amounts pending resolution of those disputes. Consultant shall provide any necessary documentation to support its billing to City.

### 6. STANDARD OF PERFORMANCE/LIMITED WARRANTY.** Consultant warrants that its findings, recommendations, specifications or professional advice provided hereunder will be prepared and presented in accordance with the Professional, certification and licensing standards in effect at the time the Services are performed. Consultant makes no other warranty or representation, express or implied, and City accepts said limited warranty.

### 7. INDEPENDENT CONTRACTOR.** Consultant, for the purpose of this Agreement, shall be considered an independent contractor. As an independent contractor, Consultant agrees as follows:
7.1 Consultant will be solely responsible for payment of Federal or State taxes required as a result of this Agreement;

7.2 Consultant is not entitled to any benefits generally granted to City employees; Consultant is solely liable for any Workers Compensation coverage under this contract.

7.3 If Consultant has the assistance of other persons in the performance of this contract, Consultant shall qualify and remain qualified for the term of this contract as a direct responsibility employer under Oregon Workers' Compensation law.

8. **CONSULTANT NOT AN AGENT OF CITY.** It is agreed by and between the parties that Consultant is not carrying out a function on behalf of City, and City does not have the right of direction or control of the manner in which Consultant delivers services under this Contract or exercise any control over the activities of Consultant. Consultant is not an officer, employee or agent of City as those terms are used in ORS 30.265.

8.1 This Agreement is not intended to entitle the Consultant nor any of its Agents to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Consultant shall be responsible for all federal or state taxes applicable to compensation or payment paid to Consultant under this Agreement.

9. **PARTNERSHIP.** City is not, by virtue of this contract, a partner or joint venturer with Consultant in connection with activities carried out under this contract, and shall have no obligation with respect to Consultant’s debts or any other liabilities of each and every nature.

10. **INSURANCE –** requirements are detailed in Exhibit 3

11. **FAILURE TO SECURE.** If Consultant at any time during the term hereof should fail to secure or maintain insurance required in Exhibit 3, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

12. **INDEMNIFICATION HOLD HARMLESS.** Consultant shall defend, save, hold harmless and indemnify the City and its officers, directors, agents, employees and volunteers from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Consultant or its officers, employees, contractors, or agents under this Contract. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall defend, save, hold harmless and indemnify Consultant and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, directors, agents, employees and volunteers under this Contract. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this contract. Neither party shall be liable for any damages of any sort arising solely from the rightful termination of this contract or any part hereof in accordance with its terms.
13. **SUBROGATION WAIVER**: Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide commercial general and automotive liability insurance, Consultant shall look solely to its own insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing commercial general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

14. **PERMITS AND LICENSES**: Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and professional licenses related to the scope of services provided, including a City Business License, which may be required in connection with the performance of services hereunder. Failure to maintain all Professional licenses, required permits or Professional certificates will void this agreement in its entirety.

15. **PREFERENCE FOR RECYCLED MATERIALS (ORS 279A.125)**. Consultant will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product’s costs do not exceed the costs of non-recycled products by more than five percent (5%).

16. **DRUGS AND ALCOHOL**. Consultant shall enforce a zero tolerance as to dealing, possession, or use of drugs or alcohol by Consultant or its employees, subcontractors and agents while performing work under this contract.

17. **CRIMINAL BACKGROUND INVESTIGATIONS**. Consultant understands that Consultant is subject to periodic criminal background investigations by City and, if such investigations disclose criminal activity not disclosed by Consultant, such non-disclosure shall constitute a material breach of this Contract and City may terminate this Contract effective upon delivery of written notice to the Consultant, or at such later date as may be established by the City.

18. **DELEGATION, SUBCONTRACTS AND ASSIGNMENT**. Consultant shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent.
   18.1 Any delegation, subcontract, assignment, or transfer without prior written consent of City shall constitute a material breach of this contract.
   18.2 Any such assignment or transfer, if approved, is subject to such conditions and provisions as the City may deem necessary.
   18.3 No approval by the City of any assignment or transfer of interest shall be deemed to create any obligation of the City to increase rates of payment or maximum Contract consideration.
   18.4 Prior written approval shall not be required for the purchase by the Consultant of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
   18.5 Any subcontracts that the City may authorize shall contain all requirements of this contract, and the Consultant shall be responsible for the performance of the subcontractor.

19. **NON-DISCRIMINATION**. Consultant agrees that it shall not discriminate on the grounds of race, color, creed, national origin, sex, marital status, age, or disability in Consultant’s performance of this Agreement. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
Consultant also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Consultant agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

20. TERMINATION.

The parties may terminate this Agreement as follows:

20.1. This Agreement may be terminated at any time by mutual consent of both parties.

20.2. City may, at its sole discretion, terminate this Agreement, in whole or in part, upon thirty (30) days’ notice, in writing and delivered by certified mail or in person.

20.3. City may terminate this Agreement, effective upon delivery of written notice to the Consultant, or at such later date as may be established by the City under any of the following conditions:

20.31. City funding is not obtained and continued at levels sufficient to pay for Consultant’s Work. The Agreement may be modified to accommodate a reduction in funds.

20.32. If federal, state or City regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

20.33. If any license or certificate required by law or regulation to be held by the Consultant to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

20.34. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

20.35. The City by written notice of default (including breach of contract) to the Consultant may terminate the whole or any part of this Agreement:

20.36. If the Consultant fails to provide services called for by this Agreement within the time specified or any extension of the Agreement, or

20.37. If the Consultant fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such longer period as the City may authorize.

20.38. If the consultant fails to maintain all Professional licenses, Professional certificates or required permits, the agreement will be voided in its entirety. Payments for valid Professional services will be assessed to determine if any payment under this agreement is required up to the date required Professional licenses, Professional certifications or permits lapse.

20.4. Consultant may terminate this Agreement upon 30 days’ written notice to City if City fails to pay Consultant pursuant to the terms of this Agreement and City fails to cure within 30 business days after receipt of Consultant’s notice, or such longer period of cure as Consultant may specify in the notice.

21. ACCESS TO RECORDS. Consultant shall maintain fiscal records and all other records pertinent to this Contract.

21.1. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All records shall be retained and kept accessible for at least three years.
following the final payment made under this Contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

21.2 City and its authorized representatives shall have the right to direct access to all of Consultant’s books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. City shall reimburse Consultant for Consultant’s cost of preparing copies. At Consultant’s expense, the City, the Secretary of State’s Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Consultant’s premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Consultant which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcriptions.

22. OWNERSHIP OF WORK. All work of Consultant that results from this Contract (the “Work Product”) is the exclusive property of City. City and Consultant intend that such Work Product be deemed “work made for hire” of which City shall be deemed author. If, for any reason, the Work Product is not deemed “work made for hire,” Consultant hereby irrevocably assigns to City all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Consultant shall execute such further documents and instruments as City may reasonably request in order to fully vest such rights in City. Consultant forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. City shall have no rights in any pre-existing work product of Consultant provided to City by Consultant in the performance of this Contract except to copy, use and re-use any such work product for City use only. If this Contract is terminated prior to completion, and the City is not in default, City, in addition to any other rights provided by this Contract, may require the Consultant to transfer and deliver all partially completed work products, reports or documentation that the Consultant has specifically developed or specifically acquired for the performance of this Contract.

23. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between City and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

24. FORCE MAJEURE. Neither party to this Agreement shall be liable to the other party for delays in performing the Services or for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
25. NOTICE. Any notices required under this Agreement shall be effective when received at the following addresses:

City:

Consultant:

26. WAIVER. City’s delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

27. ATTORNEY FEES. If a suit or action is filed to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, may adjudge reasonable as attorney’s fees.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

[insert Consultant’s company name]          CITY OF REDMOND

________________________________________  ______________________________
By:____________________________________   By:___________________________

ATTEST:

_______________________________  ______________________________
By:_____________________________
EXHIBIT 1

CITY OF REDMOND CONSULTANT SERVICES CONTRACT
Contract No.

STATEMENT OF WORK, COMPENSATION
and PAYMENT TERMS

1. Contractor shall perform the following work including Incorporated Documents. The INVITATION TO BID, the INSTRUCTIONS TO BIDDERS, the signed copy of the PROPOSAL, the BID BOND, the fully executed PERFORMANCE BOND and PAYMENT BOND, the GENERAL CONDITIONS, the SUPPLEMENTARY CONDITIONS, any ADDENDA, the SPECIFICATIONS, and the PLANS, are hereby referred to and by reference made a part of this Statement of Work, as fully and completely as if the same were fully set forth herein and are mutually cooperative there-with. [detailed list of duties, including time lines and document production]:

A.
B.
C.
D.

2. CITY Services. City shall provide Consultant, at city’s expense, with material and services described as follows:

A.

3. The maximum compensation.

a. The maximum compensation under this contract, including expenses, is $______________.

b. Consultant shall not submit invoices for, and City shall not pay for any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before Consultant performs work subject to the amendment. Contractor shall notify City in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

Exhibit 2
Page 9 of 16 –Personal Services Contract No. ___
Relevant Provisions Of ORS Chapters

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the Contractor shall:

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

2. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract.

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

4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers’ compensation.

1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

4. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a
notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

The following referenced Oregon Revised Statutes and Oregon Administrative Rules are requirements of Public Contracts.

- A provision that if the contractor fails to pay for labor and services, the agency can pay for them and withhold these amounts from payments to the contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
- A provision that the contractor must pay daily, weekly, weekend and holiday overtime as required. ORS 279C.540; OAR 839-025-0020(2)(b)
- A provision that the employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. OAR 839-025-0020(2)(c)
- A provision that the contractor must make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker’s wages. ORS 279C.530; OAR 839-025-0020(2)(d)
- If applicable based on the amount of the contract, a provision that workers must be paid not less than the applicable state or federal prevailing wage rate, whichever is higher. ORS 279C.830(1)(c); OAR 839-025-0020(3)
- If applicable, a provision that requires the contractor to have a public works bond filed with the Construction Contractors Board before starting work on the project. ORS 279C.830(2)(a)
- If applicable, a provision that requires the contractor to include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project. ORS 279C.830(2)(a)
EXHIBIT 3

INSURANCE and BOND
CITY OF REDMOND SERVICES CONTRACT

Insurance Assigned ____________________

The Consultant shall at all times maintain, in force, at Consultant’s expense, each insurance noted below. Insurance coverage must apply on a primary and non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a “claims made” basis must be approved and authorized by the City of Redmond.

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<tr>
<th>Consultant Name</th>
<th>Contract No</th>
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Workers Compensation insurance in compliance with ORS 656.017, requiring Consultant and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Employers’ Liability Insurance with coverage limits of not less than $500,000 must be included.

### Professional Liability

Insurance with an occurrence combined single limit of not less than:

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<thead>
<tr>
<th>Per Occurrence limit</th>
<th>Annual Aggregate limit</th>
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<td>$500,000</td>
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</table>

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after this contract is completed.

[X] Required by City

### Commercial General Liability

Insurance with a combined single limit of not less than:

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<th>Per Occurrence limit</th>
<th>Annual Aggregate limit</th>
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Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual damages. By separate endorsement, the policy shall name The City of Redmond, its agents, directors, officers, employees and volunteers as an additional insured. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Consultant shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the City are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis.

☐ Required by City
☐ Not required by City
☐ Per Location or Project required

### Automobile Liability

Insurance with a combined single limit of not less than:

<table>
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<th>Per Occurrence</th>
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Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Consultant during the course of providing services under this contract. Commercial Automobile Liability is required for Consultants that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a Consultant who is a sole proprietor that does not own vehicles registered to the business.

☐ Required by City
☐ Not required by City
Additional Requirements: Consultant shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Consultant’s insurance coverage will be primary in the event of loss. Insurance shall provide a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

Certificate of Insurance Required: Consultant shall furnish a current Certificate of Insurance to the City with the signed Contract. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without at least 30 days written notice from the Consultant to the City. The Certificate shall also state the deductible or, if applicable, the self-insured retention level.

No contract shall be effective until the required certificates have been received and approved by the City of Redmond. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the City of Redmond 10 days prior to coverage expiration.

For commercial general liability coverage, the Certificate shall also provide, by policy endorsement, that The City of Redmond, its agents, directors, officers, employees and volunteers are additional insureds with respect to Consultant’s services provided under this Contract. The endorsement must provide primary and non-contributory coverage. All endorsements must be in a format acceptable to The City of Redmond.

Insurance Carrier Acceptability: Insurance coverage provided to the City of Redmond by the Consultant will be in an acceptable form and underwritten by an insurance company deemed acceptable by the City of Redmond. The City of Redmond reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. The City of Redmond has the sole authority and discretion to determine the acceptability of an insurance carrier's financial rating and the form of policies and endorsements.

If requested, complete copies of the Consultant’s insurance policies shall be provided to the City.

____________________________  ________________________
Consultant Signature                                            Date
EXHIBIT 4

CITY OF REDMOND SERVICES CONTRACT

Contract No.

CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Consultant Shall Complete A or B in addition to C below:

A. CONSULTANT IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Consultant is a [check one]:

- [ ] Corporation
- [ ] Limited Liability Company
- [ ] Partnership authorized to do business in the State of Oregon.

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<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
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</table>

B. CONSULTANT IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Consultant certifies under penalty of perjury that the following statements are true:

1. If Consultant performed labor or services as an independent Contractor last year, Consultant filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and

2. Consultant represents to the public that the labor or services Consultant provides are provided by an independently established business registered with the State of Oregon, and

3. All of the statements checked below are true.

   NOTE: Check all that apply. You shall check at least four (4) - to establish that you are an Independent Contractor.

   - [ ] A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.
   - [ ] B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
   - [ ] C. My business telephone listing is separate from my personal residence telephone listing.
   - [ ] D. I perform labor or services only under written contracts.
   - [ ] E. Each year I perform labor or services for at least two different persons or entities.
   - [ ] F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

<table>
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<tr>
<th>Consultant Signature</th>
<th>Date</th>
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</table>
C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Consultant's knowledge:

1. Consultant has the power and authority to enter into and perform this Contract;

2. This Contract, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms;

3. The services under this Contract shall be performed in manner consistent with and in accordance with the professional standards of the industry and in a timely manner using the schedule, materials, plans and specifications approved by City; and

4. Consultant shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the services.

5. To the best of Consultant's knowledge, Consultant is not in violation of any tax laws described in ORS 305.380(4),

6. Consultant understands that Consultant is responsible for any federal or state taxes applicable to any consideration and payments paid to Consultant under this Contract; and

7. Consultant has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

_______________________________________    _____________________
Consultant Signature                                                 Date
EXHIBIT 5

City of Redmond
Contract No.

Workers’ Compensation Exemption Certificate

(To be used only when Consultant claims to be exempt from Workers’ Compensation coverage requirements)

Consultant is exempt from the requirement to obtain workers’ compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

☐ SOLE PROPRIETOR
  • Consultant is a sole proprietor, and
  • Consultant has no employees, and
  • Consultant shall not hire employees to perform this contract.

☐ CORPORATION - FOR PROFIT
  • Consultant’s business is incorporated, and
  • All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
  • The officers and directors shall perform all work. Consultant shall not hire other employees to perform this contract.

☐ CORPORATION - NONPROFIT
  • Consultant’s business is incorporated as a nonprofit corporation, and
  • Consultant has no employees; all work is performed by volunteers, and
  • Consultant shall not hire employees to perform this contract.

☐ PARTNERSHIP
  • Consultant is a partnership, and
  • Consultant has no employees, and
  • All work shall be performed by the partners; Consultant shall not hire employees to perform this contract, and
  • Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

☐ LIMITED LIABILITY COMPANY
  • Consultant is a limited liability company, and
  • Consultant has no employees, and
  • All work shall be performed by the members; Consultant shall not hire employees to perform this contract, and
  • If Consultant has more than one member, Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR436-50-050 a shareholder has a “substantial ownership” interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

____________________________________________  __________________________________________
Consultant Printed Name  Consultant Signature

____________________________________________  _________________________________
Consultant Title  Date

Page 16 of 16 –Personal Services Contract No. ___