



Request for Qualifications

St. Helens Riverwalk Design, Construction, and Permit Documents

<https://www.sthelensoregon.gov/waterfront>

<https://www.sthelensoregon.gov/rfps>



**CITY OF ST. HELENS, OREGON
REQUEST FOR QUALIFICATIONS
DESIGN, CONSTRUCTION AND PERMIT DOCUMENTS FOR THE
ST. HELENS RIVERWALK**

The City of St. Helens, Oregon is seeking qualifications from licensed professional Architecture and Engineering firms with the intent of contracting to submit all necessary permit applications and prepare design and construction documents, specifications, work schedules, construction cost estimates, and construction management services for the St. Helens Riverwalk Project along the Columbia River in St. Helens, Oregon.

Request for Qualifications (RFQ) packets may be obtained by visiting our website at <https://www.sthelensoregon.gov/rfps> or by emailing jdimsho@ci.st-helens.or.us.

Questions regarding this RFQ should be directed to Jennifer Dimsho at (503) 366-8207 or by email at jdimsho@ci.st-helens.or.us.

Sealed responses for this RFQ will be received by the City Administrator up to 3 p.m. on **Tuesday, December 8, 2020**. Responses delivered later will not be accepted. The City of St. Helens is not responsible for delays in delivery.

All responses that are mailed through the USPS shall be addressed to the John Walsh, City Administrator at 265 Strand Street, St. Helens, OR 97051. Hand-delivered responses shall be delivered to City Hall at 265 Strand Street, St. Helens, OR 97051 by appointment only. To make an appointment to deliver a response, call City Hall at (503) 397-6272.

All responses shall be placed in a sealed envelope which is clearly marked "St. Helens Riverwalk Project." **Responses by email or by fax will not be accepted.**

The City of St. Helens reserves the right to cancel this request or reject any and all proposals submitted or to waive any minor formalities of this call if in the judgment of the City Council the best interest of the City would be served.

John Walsh
St. Helens City Administrator

1. INTRODUCTION

St. Helens is a growing community of over 13,000 people located 30 miles north of Portland along U.S. 30. City leaders and community members recognized the need for a change on the waterfront when two large wood product industries left the community after years of declining profitability. Following the closures, the City was left with hundreds of acres of industrial brownfields located on the Columbia River. As underutilized riverfront property with stunning views, these properties provide an incredible opportunity to transform the future of the City.

With the intention of facilitating redevelopment in the community's best interest, the City leadership made the bold decision to purchase the properties in 2015. One of these properties is referred to as "the Veneer Property" due to its prior use as a wood veneer plant. This property is positioned in an area prime for mixed-use redevelopment as a natural extension of the City's historic downtown. There is interest from a developer in the northern two-thirds of the 22-acre site. The developer envisions the first phase as 55 mixed-use living units with retail on the bottom floor, followed by a high-end boutique hotel with 125 rooms with a restaurant and spa facility totaling over \$50 million in reinvestment. In order to move these redevelopment projects forward, the City has been working to secure funding to develop the street extensions, utilities, and public access to the river.

At the north end of the Veneer Property is one of the City's most popular parks, Columbia View Park. Columbia View Park (0.9 acres) is in the heart of downtown St. Helens, adjacent to the County's most iconic building, the historic County Courthouse. The park provides public access to the Courthouse Docks and access to the Columbia River. From the park's viewing platform, the community enjoys stunning views of views of Mt. St. Helens and Mt. Hood. The park offers panoramic views of the Columbia River, Sauvie Island, the Multnomah Channel, the Lewis River, the Lake River, and the City's popular Sand Island Marine Park. The park is a hub for community events, which are hosted at a gazebo stage structure with amphitheater-style seating constructed into the hillside. These events include a summer concert series, a 4th of July fireworks show, Christmas ships parade viewing, and private events like weddings. Other existing Columbia View Park amenities include ADA restrooms with showers, a playground and splash pad, a large elevated picnic table area, and various public art and historic interpretive plaques.

Through public engagements efforts which largely began in 2014, the City heard from residents that well-designed public access infrastructure along the Columbia River was the most important component of the redevelopment of the Veneer Property. By leveraging grant funds and a low-interest loan through the state of Oregon, the City is requesting qualifications for the design and implementation of the first phase of the public access along the river. Also included in this project is the design of the new Columbia River Park Amphitheater, which will replace the existing gazebo stage structure.

Running parallel with this project is an RFQ for the design and engineering of the streets and utility extensions onto the Veneer Property. The selected firm for this RFQ will be expected to coordinate on the street design to ensure seamless pedestrian connections between the designs.

2. PROPOSED TIMELINE

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a consultant for the St. Helens Riverwalk Design, Construction, and Permit Documents. This schedule is subject to change if it is in the City's best interest to do so.

Advertisement of Request for Proposal	October 22, 2020
Deadline for Consultants to Submit Questions or Changes	November 20, 2020
Last Date to Issue Addenda	December 1, 2020
Deadline to Submit Qualifications	December 8, 2020
Evaluation of Qualifications: Shortlist	December 14, 2020
Presentations/Interviews of Shortlist	Week of January 11, 2021 (TBD)
Refinement of Scope of Work	January 27, 2021
Award of Contract	February 3, 2021
Commencement of Contract	February 5, 2021
Completion of Design Services	Fall 2021
Construction Bid	Fall/Winter 2021
Construction Completion*	January 2023*

*This project is funded in part by a grant from the Oregon Parks & Recreation Department (OPRD) Land & Water Conservation Fund (LWCF). This grant requires that construction be completed two years from the notice to proceed, which is anticipated in January 2021. This means construction must be completed by January 2023, unless notice to proceed is delayed by the state.

2. SCOPE OF WORK

The St. Helens Riverwalk Project (“the Project”) is one of the most important public infrastructure projects in the City's history. The Project serves as the backbone and economic driver for the greater Riverfront Redevelopment Project. The City expects the selected firm to be able to design a stunning at- and over-water experience that is completely unique to St. Helens. This project will extend Columbia View Park which is the most popular community gathering space for annual events, serve as an economic driver for the region by drawing in tourists who will support local business and support further waterfront redevelopment, and most importantly, reconnect the St. Helens community to the Columbia River.

All conceptual project plans for this Project have been included in **Attachment C**. These conceptual plans are not binding. **The City expects that these conceptual project plans will change with further refinement and documentation of existing site conditions.** A survey of

Columbia View Park from 2008 is included as **Attachment D**.

The St. Helens Riverwalk Project consists of:

1. All tasks associated the preparation of full plans, specifications, estimates, permitting, and bid assistance for the Riverwalk Project Phase I.
2. All tasks associated with the preparation of full plans, specifications, estimates, permitting, and bid assistance for the Columbia View Park Amphitheater, which will replace the existing gazebo stage structure adjacent to the Riverfront Project Phase I.
3. Preparation of plans, specifications, and estimates for the Riverwalk Project Phase II at a 30 percent design.
4. Construction management services for Riverwalk Phase I and Columbia View Park Amphitheater

2.1. Riverwalk Phase I (100% design)

The Contractor will create an innovative and unique design for public access at and along the Columbia River's bank. The design may incorporate any combination of cantilevered boardwalk structures, hard surface paths, and overlooks within Columbia View Park. The extent of Phase I includes all areas along the Columbia River in the existing park, and a small section on the Veneer Property south of Columbia View Park. Riverwalk Phase I design should include connections to existing interior park sidewalks and amphitheater (see below). The approximate length of Phase I is 310 feet.

The combination of boardwalk and pathways will need to be fully ADA-compliant and wide enough to accommodate two-way pedestrian and bicycle traffic. Other Riverwalk Phase I project elements may include bank stabilization and rip-rap repair where needed, and riparian restoration areas along the bank. The City expects the design to include lighting, railing, furnishings, and areas for public art and interpretive signage. Phase I will transition into an inland path with riparian landscaping along the bank of the Columba River before transitioning into Phase II.

2.2. Columbia View Park Amphitheater (100% design)

The Contractor will design a new stage to replace the gazebo stage structure that utilizes the existing Columbia View Park Amphitheater seating which has been constructed into the hillside of the park. The architectural features of the new amphitheater structure and Riverwalk Phase I should be designed as cohesive park elements. The existing interior park sidewalks may need to be reconfigured to accommodate the new amphitheater structure location and design.

The new amphitheater structure should be designed to minimize visual obstruction of the Columbia River. There is desire for the new amphitheater to include an elevated stage, accommodate an area for dancing, consider on-site equipment storage options, and be designed for quality sound amplification. Events that currently use the Columbia View Amphitheater include concerts, weddings, receptions, community events, large picnic

gatherings, a 4th of July fireworks celebration, and more.

2.3. Riverwalk Phase II (30% design)

The Riverwalk Phase II Project will extend Phase I to the existing street network of Plymouth Street to the south which is approximately 2,780 feet from Phase I. The City expects Phase II to include additional overlooks, areas for cantilevered boardwalk, and/or pedestrian access down to the river. Phase II design will need to plan for an unknown public/private development interface on the Veneer Property. Phase II design will require coordination with the firm selected to design the roadway connections on the Veneer Property. The design will need to include a typical pedestrian connection design to the future roadway, although these exact connection locations may be unknown.

2.4. Permitting

The selected firm shall identify and prepare all documents necessary to comply with all local, state and federal regulations, including environmental. Potential permitting and approval agencies include but are not limited to:

- Federal agencies such as the US Army Corps of Engineers
- State agencies such as the Oregon Department of State Lands, the Oregon Department of Fish and Wildlife, Department of Environmental Quality and any other agencies governing waterways or habitat areas
- The City of St. Helens Building Department
- The City of St. Helens Planning Department
- The City St. Helens Public Works Department

2.5. Public Involvement

There is already a high level of community support for this project. The selected Consultant shall work with the City Communications Team, as identified by the City Administrator, to prepare a Public Involvement Plan which will help ensure project success. The Plan should include up to two outreach events (digital or in-person meetings and/or online surveys) to communicate progress and gather limited input on the final design. The main goal will be to educate the community on the design and the construction timeline. Whether the outreach takes the form of in-person meetings or digital meetings, the selected firm will be expected to create presentation documents, methods of gathering input, and provide staff support during the meetings.

City staff expects to contribute support in the form of preparing press releases, social media posts, and outreach via the City's other usual communication platforms. City staff will also present the proposed design documents (as prepared by the selected firm) to the City's volunteer Parks & Trails Commission and Planning Commission and relay feedback generated back to the selected Consultant for consideration.

2.6. Construction Management Services

During construction, the Consultant shall provide construction management services including, but not limited to, the following tasks:

- Prepare an agenda and facilitate the pre-construction meeting.
- Interpret construction contract plans and specifications as requested by the Contractor or the City.
- Review monthly progress and payment request.
- Review change order documents as required.
- Provide consultation for construction contract administration issue.
- Conduct daily site visits as necessary and prepare daily inspection reports.
- Maintain a redlined set of construction drawings indicating any changes to the original design.
- Prepare record drawings at the completion of the construction.

2.7. Proposed Budget

The City's proposed budget, including design, engineering, permit, and construction for Riverwalk Phase I, the Columbia View Park Amphitheater, and a 30% design for Riverwalk Phase II is \$1.75 million. Riverwalk Phase II will be constructed in a future phase.

3. PROJECT TEAM

All conceptual documents that the City has prepared for this Project have been included in **Attachment C**. These conceptual documents are subject to change with further documentation of the site conditions and vetting of the project design. A survey of Columbia View Park from 2008 which includes Ordinary High Water has been included in **Attachment D**. It is expected that the Contractor prepare a Project Team with qualifications in the following areas:

- Landscape Architecture
- Surveying
- Geotechnical Engineering
- Civil / Structural Engineering
- Electrical Engineering
- Environmental (as/if needed)
- Public Involvement
- In-Water Permitting (Pacific Northwest preferred)
Note: City expects impacts within Ordinance High Water
- Any other experts deemed necessary to complete the work as required

4. SUBMITTAL PROCEDURE

Consultants are encouraged to provide clear, concise proposals that contain only information required to respond to the needs of this project. Proposals shall be type written with the body text consisting of at least 12-point. Proposals shall be double sided. One page is one side of a single 8 ½" x 11" sheet.

Proposals should be prepared simply and economically, providing a straightforward, concise

presentation of the information requested.

Please submit **eight (8)** copies of the proposal. Sealed responses will be received at City Hall up to the hour of **3:00 p.m., Tuesday, December 8, 2020**.

Responses delivered later will not be accepted. The City of St. Helens is not responsible for delays in delivery. All responses shall be placed in a sealed envelope, which is clearly marked "St. Helens Riverwalk Project". **Responses by email or fax will not be accepted.**

Hand Delivery or by Mail

City of St. Helens
265 Strand Street
St. Helens, OR 97051
ATTN: John Walsh, City Administrator

4.1. Acceptance, Rejection, or Award of Proposals

The City reserves the right to cancel the contract award for the Project at any time before the execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of contract award. The City reserves the right to:

- Accept or reject any or all proposals received as a result of this RFQ
- To negotiate contract terms with qualified Consultant
- Take into consideration any or all information supplied by the Consultant in his/her proposal and the City's investigation into the experience and responsibility of the Consultant. In addition, the City may accept or reject proposals based on minor variations from the stated specifications, when such action is deemed to be in the City's best interest. Further, the City reserves the right to waive informalities in the submitted qualifications
- Award a contract to that respondent the City determines to be the most responsible and responsive to this RFQ. The successful Consultant shall commence work only after an agreement with the City is negotiated, a contract fully executed, and a notice to proceed has been issued

The City reserves the right to reject any or all responses received as a result of this Request for Qualifications. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- Failure of the Consultant to adhere to one or more of the provisions established in the Request for Proposals.
- Failure of the Consultant to submit a response in the format specified herein.
- Failure of the Consultant to submit a response within the time requirements established herein.

- Failure of the Consultant to adhere to ethical and professional standards before, during, or following the process.

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

4.2. Cost of Preparing Proposals

The City is not liable for any costs incurred by a Consultant in the preparation and/or presentation of a Proposal. The City is not liable for any cost incurred by a Consultant in protesting the City's selection decision.

4.3. Changes to Solicitation by Addenda

The City reserves the right to make changes to the RFQ by written addendum. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by Addenda.

Addenda, if necessary, will be issued on the City's website, www.sthelensoregon.gov/rfps not later than seven (7) days prior to the RFQ closing date. The City will not mail notice of addenda but shall publish notice of any addenda on the City's website. It is the responsibility of the Consultant to check the webpage for any posted addenda and ensure that the submitted proposal includes said addenda. Questions must be received no later than November 20, 2020. Questions shall be submitted to Jennifer Dimsho at jdimsho@ci.st-helens.or.us or 503-366-8207.

Consultants are advised to check the City's website regularly for addenda. A prospective Consultant may request a change in the RFQ by submitting a written request via email to jdimsho@ci.st-helens.or.us. The request must specify the provision of the RFQ in question and contain an explanation of the requested change. All requests for changes to the RFQ must be submitted to the City no later than fourteen (14) calendar days prior to the RFQ closing date.

The City will evaluate any request submitted but reserves the right to determine whether to accept the requested change. Changes that are accepted by the City shall be issued in the form of an addendum to the RFQ.

All addenda shall have the same binding effect as though contained in the main body of the RFQ. No verbal instructions or information concerning the scope of work shall bind the City. Each Consultant is responsible for obtaining all addenda prior to submitting a Proposal. Receipt of each addendum shall be acknowledged on the Proposal Signature Page **Attachment A** as part of the Proposal.

5. SUBMITTAL CRITERIA

These instructions were developed to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the

proposal package must include all the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process. Each proposal shall not exceed the maximum number of pages for each section below.

- A. **Cover Letter (1 Page Maximum).** Describe the firm, address, telephone number, e-mail address, and the name of the primary project contact. Define lead entity and team members and highlight key components of the team's vision for the project. Indicate the physical location of the office where contract services are to be performed. The letter shall name the person(s) authorized to represent the consultant in any negotiations and the name of the person(s) authorized to sign any contract or agreement, which may result. The letter of interest must be signed by a legal representative of the Consultant firm or institution, authorized to bind the firm or institution in contractual matters. A statement in the letter shall specifically stipulate that the consultant accepts all terms and conditions contained in the RFP and the Personal Services Agreement (**Attachment B**).
- B. **Project Understanding (1 Page Maximum).** Include information demonstrating your understanding of the Project and the issues that you feel are critical for successful project completion. Identify Project opportunities and constraints.
- C. **Project Team (4 Page Maximum).** Describe the team you plan to assemble for the project and the roles that each member of the team has. Identify the primary contact for the project. Describe how each member of the team (both the firm and individual) will contribute to the successful completion of the project, by listing specific similar projects that each member has worked on. Describe who will be responsible to perform the various tasks, the amount of their involvement (in a specific percentage), and their qualifications. Project team qualifications related to the following topics are considered similar/relevant experience:
- ✓ Boardwalk/Waterfront Trails
 - ✓ Public/Private Interface
 - ✓ Waterfront Amphitheatres/Stages
 - ✓ Waterfront Park Design
 - ✓ Riparian Habitat Restoration
 - ✓ Projects with Geographic Proximity
 - ✓ Detailed Cost Estimation
 - ✓ Construction Management of Similar Projects

Consultant may submit individual resumes of key staff for this project. Individual resumes are considered an attachment to the Proposal and are not subject to page limitations of this section. However, *please limit each resume length to one page.*

- D. **Project Approach (4 Page Maximum).** The proposal should contain a detailed scope of services and technical approach to meet the objectives outlined in Section 2. This section shall include:
- ✓ Description of the tasks and activities, the methodology that will be used to accomplish them, and which team members will work on each task.

- ✓ Description of the public engagement strategy.
- ✓ Description of the deliverables that would result from each task and activity
- ✓ Assessment of permitting process, as well an approach to scoping any necessary tasks and studies which may not be determined at this time.
- ✓ Identification of points of input and review with staff and the public.
- ✓ Estimated timeline to complete each task. A graphic demonstrating the timeline is encouraged.

E. **Relevant Experience (5 Page Maximum)**. Provide summaries of no more than **five** projects of similar size and scope that you feel best highlight your specific qualifications. Provide basic data relative to the firm’s size, history, personnel, general credits, qualifications, and certifications if relevant. Individual resumes, awards, associations, etc., should be included within this section. Why is your firm the best firm to select for this Project?

F. **City Involvement (1 Page Maximum)**. Provide a statement outlining anticipated involvement of City staff.

G. **References (2 Pages Maximum)**. Submit name, email, and phone numbers for **five** public clients (preferably for waterfront-related projects).

H. **Proposal Signature Page**. Attachment A to be signed as acknowledgement of any addendums to this RFQ.

6. PROPOSAL SELECTION AND EVALUATION

The City will assign a committee made up of City Council, City staff, and community members to score, interview, and select the most qualified firm.

The committee will use the following selection process:

1. The RFQ will be reviewed and evaluated using the evaluation criteria below.
2. A short list of qualified candidates will be compiled.
3. The short-listed candidates will be invited to give a presentation and participate in an interview session with the selection committee. Interviews are tentatively scheduled for the week of January 11, 2021.
4. The committee will evaluate the short-listed candidates using the same evaluation criteria as the initial criteria.

This process should result in a recommendation to the City Council for their final decision by February 3, 2021. Once a final selection has been made, the City and the chosen consultant shall work jointly to refine a detailed scope of work and contract for services.

6.1. Evaluation Criteria

The criteria listed below will be used to evaluate the proposals and determine the short list of

candidates, and once presentations/interviews have been held, to determine the most qualified firm.

Project Understanding (5 points) – Evaluation of the Consultant’s project understanding. Attention will be given to the Consultant’s analysis of Project opportunities and constraints. How did the Consultant address and issues that are critical for successful project completion?

Project Approach (10 points) - Evaluation of consultant’s project approach to accomplish the tasks and deliverables set forth in the Scope of Work. Attention will be given to methodologies that will be used to accomplish the work, including permitting processes, public involvement, and the order and timeline of deliverables.

Project Team & Relevant Experience (15 points) - Evaluation of Project Team’s special area of expertise and the quality and relevancy of the projects listed as experience. Review of identified staff roles and specialty skills to ensure they are consistent with project needs. A review of the Consultant's references and proven experience with similar size and scope projects and public agencies. If sub-consultants are proposed, what track record of successful partnership exists?

Capacity of the Firm (5 points) - Review of the Consultant's level of staff time dedicated to the work, the proposed timeline for feasibility, quality of the consultant’s completed deliverables on past projects and the quality of service the firm. Evaluate the ability of the firm to respond quickly to tasks and challenges that may arise out of the Project. Are there other projects that may take away from the firm’s capacity to complete the project on time?

ATTACHMENT A – PROPOSAL SIGNATURE PAGE

The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Personal Services Contract, and associated inclusions and references, specifications, Proposal Form, Consultant response, mutually agreed clarifications, exceptions which are acceptable to the City, and all other Consultant submittals.

The undersigned hereby certifies and represents that the Consultant:

- has examined and is thoroughly familiar with the Request for Proposal
- has examined and is thoroughly familiar with the Personal Services Contract, and agrees to accept the contract terms, and execute such contract upon award
- understands that the City reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the City
- understands that all information included in, attached to, or required by this RFQ shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

Receipt of Addenda

Consultant acknowledges that ADDENDA NUMBERED _____ THROUGH _____ have been reviewed as part of the Request for Proposal.

Signature

The Consultant hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

CONSULTANT FIRM NAME

CONTACT PERSON

MAILING ADDRESS, CITY, STATE, AND ZIP CODE

FIRM TELEPHONE NUMBER

CONTACT PERSON TELEPHONE

EMAIL ADDRESS

PRINT NAME AND TITLE OF FIRM'S
AUTHORIZED REPRESENTATIVE

SIGNATURE OF FIRM'S AUTHORIZED
REPRESENTATIVE

DATE

ATTACHMENT B – PERSONAL SERVICES AGREEMENT (SAMPLE)

CITY OF ST. HELENS PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and _____ (“Contractor”).

RECITALS

A. The City is in need of consulting services to _____, and Contractor is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to _____, and Contractor accepts such engagement. The principal contact for Contractor shall be _____, phone _____.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on _____. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment C.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be

marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens, OR 97051

CONTRACTOR: _____

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in

accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. _____]

18. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

21. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Signature: _____

Print: _____

Title: _____

Date: _____

**PERSONAL SERVICES AGREEMENT (SAMPLE)
ATTACHMENT A
SCOPE OF WORK**

[TBD]

PERSONAL SERVICES AGREEMENT (SAMPLE)
ATTACHMENT B
INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES/NO
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000	
		w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____ . State the reason it is not applicable: _____		YES/NO
Professional Liability	Per occurrence	\$500,000	YES/NO
	Annual Aggregate	or per contract \$500,000 or per contract	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation. Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

PERSONAL SERVICES AGREEMENT (SAMPLE)
ATTACHMENT C
COMPENSATION

[TBD]

ATTACHMENT C – CONCEPTUAL PROJECT PLANS

1. Phase I Detailed
2. Phase II Detailed
3. Cross Section – Cantilevered Boardwalk
4. Cross Section – Inland Trail
5. Street Extensions