



**PROFESSIONAL SERVICES
REQUEST FOR PROPOSAL**

FOR

**Canby Comprehensive Plan and
Transportation System Plan
Updates**

City Hall
222 NE 2nd Avenue
Canby, Oregon 97013
PH. 503-266-0775

SUBMISSIONS DUE: September 19, 2022, 4:00 p.m.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL NOTICE	3
INSTRUCTIONS AND CONDITIONS	5
SCOPE OF WORK.....	7
STATEMENT OF PROPOSAL CONTENTS	8
EVALUATION AND SELECTION CRITERIA	11
ACCEPTANCE OF TERMS.....	12
SAMPLE PERSONAL SERVICES AGREEMENT	13

SCHEDULE

RFP ADVERTISED	August 22, 2022
RFP SUBMITTALS DUE	September 19, 2022 4:00 p.m.
RFP REVIEW & INTERVIEW(S)	Week of October 17, 2022

The City reserves the right to make adjustments to the above noted schedule as necessary.

REQUEST FOR PROPOSAL

Notice is hereby given that the City of Canby, will receive Statements of Proposals until **4:00 p.m. September 19, 2022** addressed to the attention of Don Hardy, Planning Director, City of Canby, 222 NE 2nd Avenue, Canby, OR 97013 for the following:

COMPREHENSIVE PLAN AND TRANSPORTATION SYSTEM PLAN UPDATES CITY OF CANBY, OREGON

Project background and general work description

Canby is a fast growing and unique community with a small town feel, full services, and is emerging into a regional distribution and manufacturing center complemented by a vibrant and growing downtown. The City is anticipated to grow from a population of approximately 19,000 to a population of 25,000 over the next 20 years.

The City of Canby is seeking professional firms to propose on the comprehensive plan and transportation system plan updates. These updates will be concurrent. The City selected Angelo Planning Group/MIG with DKS Associates to prepare a scope of work and budget cost estimate with the anticipation of an RFP being released.

The scope of work for the project can be found here:

Scope of Work: <https://www.canbyoregon.gov/dev-services/page/rfp-city-canby-comprehensive-plan-transportation-systems-plan-update>

The budget allocation for this work is anticipated to occur over approximately two fiscal years and detailed further below. The work includes updating the City's comprehensive plan and transportation system plan and expanding the urban growth boundary. Both a housing needs/housing production strategy and economic opportunity assessment are in the process of being completed. 3J and FCS are completing this work for the City based on Oregon Department of Land Conservation and Development (DLCD) Grants. Initial work from these assessments identifies an insufficient land supply of both residential and employment lands to accommodate the projected 20-year population forecast. Most of this work is anticipated to be completed by November 2022. The preliminary residential and employment buildable lands analysis—are linked:

Canby Housing and Economic Opportunity Assessments:
<https://www.canbyoregon.gov/dev-services/page/canby-housing-and-economic-opportunity-assessments>

The selected consultant team will need to coordinate with DLCD on the final acreage that will be included in the urban growth boundary for both 20-year residential and employment needs. The City is looking for a consultant with Oregon urban growth boundary experience that can successfully navigate and complete the urban growth boundary expansion process integrated with the comprehensive plan and transportation system plan updates. The timing of the urban growth boundary expansion will also need to coincide with the current Portland State University population projection so that the housing needs/housing production strategy and economic opportunity strategy assessments do not need to be repeated.

Links to the current City of Canby Comprehensive Plan (2019) and Transportation System Plan

(2010) are here:

Comprehensive Plan: <https://www.canbyoregon.gov/dev-services/page/comprehensive-plan>

Transportation Systems Plan:
https://www.canbyoregon.gov/sites/default/files/fileattachments/development_services/page/6671/tsp12-10.pdf

Canby is looking for a creative and innovative consulting team for the comprehensive plan and transportation system plan updates, one that is fully committed to setting the course of development over the next 20-years.

The City has committed \$350,000 for fiscal year (FY) 22/23 to start this work. The City Council will need to authorize additional work for FY 23/24 with the budget anticipated to be approximately \$275,000 for FY 23/24. For proposal submittals, the City requests budget detail to complete both fiscal years work with an upper limit of \$350,000 for FY 22/23. Budgeting does not assume cost associated for subconsulting markups.

The City's aspirational goal is to complete the comprehensive plan and transportation system plan by June 30, 2024. It is possible part of FY 24/25 may be needed to complete all the scoped work. Given the City's large investment in these processes and aggressive schedule, our anticipation is that the selected firm(s) will need to provide sufficient staff resources and make this project a significant priority. Canby is also looking at pragmatic and direct experience to the unique needs and challenges of Canby.

This request for proposals will be used to compile a list of interested and qualified firms who will be ranked in accordance with the criteria noted in this RFP.

Project Details, Statement of Proposals (SOP) submittal requirements, and other related information is available at the City of Canby's website: <https://www.canbyoregon.gov/rfps>

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals upon determination by the City that it is in the public interest to do so. Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board Policy.

Statements of proposals shall be submitted in sealed envelopes and received at the **City of Canby, City Hall**, no later than **4:00 p.m. PST, September 19, 2022**, addressed to the attention of Don Hardy, Planning Director, 222 NE 2nd Avenue, Canby, OR 97013. Please submit 5 copies of your SOP. **The City does not receive postal mail at this address.** The outside of the envelope shall plainly identify the "RFP for COMPREHENSIVE PLAN AND TRANSPORTATION SYSTEM PLAN PLANNING SERVICES" along with the name and address of the Proposer. Faxed or electronic (e-mail) responses will not be accepted. Responses received after the designated closing date and time will not be opened or reviewed.

INSTRUCTIONS AND CONDITIONS

2.1 GENERAL:

Firms must study carefully and conform to these "Instructions and Conditions" so that their Statements of Proposals (SOPs) will be regular, complete and acceptable.

2.2 STATEMENT OF PROPOSALS:

All SOPs shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation. Statements of Proposals shall be submitted in said manner as indicated in these solicitation documents. Use of recycled material is encouraged and the City reserves the right to use recycled material provided the provisions of ORS 279A.125 are met.

The Canby Review Committee reserves the right to reject any and all SOPs not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any and all SOPs upon the finding that it is in the public interest to do so and waive any and all informalities.

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

2.3. RECEIPT AND OPENING OF STATEMENTS OF PROPOSALS:

Proposal statements shall be submitted prior to the date and time fixed in the advertisement for SOPs. SOPs received after the date and time so designated will be considered late and will be returned unopened. No responsibility will be attached to any official of the City for the failure to open a SOP not properly identified.

SOPs shall be opened so as to avoid disclosure of contents to competing firms during the process of negotiation. SOPs will not be available for public inspection until after such time that a contract is executed in accordance with ORS 279C.107. All proposal material shall become the property of the City and is public record. Proposals, including any information that are considered trade secrets under ORS 192.501(2), should be clearly identified as such and will be kept confidential and not disclosed except in accordance with Oregon Public Records Law, ORS 192. The above restrictions may not include any subsequent price information, which must be open to the public.

2.4 NONDISCRIMINATION:

The successful firm agrees that, in performing the work called for by this RFP and in securing and supplying materials, the firm will not discriminate against any protected class recognized by the State of Oregon and the US Government.

2.5 EMPLOYEES NOT TO BENEFIT:

No employee or elected official of the City of Canby shall be admitted to any share or part of any potential contract or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. No firm shall provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in violation of ORS Chapter 244.

2.6. CITY FURNISHED PROPERTY:

No material, labor or facilities will be furnished by the City unless otherwise provided for in future contracts for services.

2.7. COSTS:

All costs incurred by the firm in preparation of SOPs to this solicitation, including presentations to the City and/or for participation in an interview shall be borne solely by the submitting firm; the City shall not be liable for any of these costs.

2.8. NON-COLLUSION:

By submitting a SOP, the proposer certifies that the SOP has been arrived at independently and has been submitted without any collusion designed to limit competition.

2.9. BUSINESS LICENSE/FEDERAL TAX ID REQUIRED:

A City business license is required and the successful firm shall also complete a W-9 form at time of contract execution. The firm shall pay the City's Transit Tax for all wages earned within the transit district. For more information on Canby's Transit Tax, see: <https://www.canbyoregon.gov/transit-tax>.

2.10. PROTEST OF SCOPE OF WORK OR TERMS:

A proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the contact listed in the notice. A protest may be submitted via email. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The City shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested proposers. To be considered, protests must be received at least ten (10) days before the proposal closing date. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. If a protest is received in accordance with the section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

SCOPE OF WORK AND CONDITIONS

3.1 **PROJECT SCOPE**

A scope of work has been completed for the comprehensive plan and transportation system plan update with link here:

Scope of Work: <https://www.canbyoregon.gov/dev-services/page/rfp-city-canby-comprehensive-plan-transportation-systems-plan-update>

The scope of work must be submitted, including identified deliverables from the consultant as part of the statement of proposal content.

Expectations:

Interested firms must be able to demonstrate successful experience providing similar services to other municipalities, or similar entities. The City will look favorably upon firms that have consistently provided complex and/or related consulting services within prescribed budgets and schedules. The City will expect the selected firm to dedicate experienced technical and project management staff to the assigned tasks to ensure that solutions are creative, effective, cost conscious, and coordinated with other activities on, or adjacent to, the City.

The project design is anticipated to start in December 2022 and completion estimated to be approximately June 2024.

3.2 **PUBLIC INVOLVEMENT PROCESS:**

The consulting team is expected to be a part of the public involvement process. The selected consulting team should anticipate that resources will be required for responding to public inquiries and attending meetings with City Staff, Planning Commission, and City Council. Detailed public outreach tasks are identified in the attached scope of work. Public outreach will be an essential element of the project work with the objective of providing the public with the opportunity to shape the future of the City in tangible ways.

3.3 **QUESTIONS, ADDENDUMS, CONTACT WITH CITY PERSONNEL:**

The City of Canby shall not be held responsible for any oral instructions. Any changes to this RFP will be in the form of a written addendum.

Every request for an interpretation shall be made in writing and addressed to **Don Hardy, Planning Director, by email to HardyD@CanbyOregon.gov**. To be given consideration, requests must be received at least fifteen (15) calendar days prior to the submittal due date. Any and all such interpretations or addendums will be placed on the City's website <https://www.canbyoregon.gov/RFPs> no later than five (5) calendar days prior to the due date for SOPs. Failure of any firm to receive any such addendum or interpretation shall not relieve such firm from any obligation under this RFP as submitted. All addenda so issued shall become as much a part of the RFP documents as if bound herein.

All firms interested in this project will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified above.

STATEMENT OF PROPOSAL CONTENTS

4.1 **GENERAL SUBMITTAL REQUIREMENTS:**

The submitted Statement of Proposals should contain the required elements as stated in Sections 4.2, "Detailed Proposal Contents" and address the project scope in Section 3, "Scope of Work and Conditions."

The City reserves the right to solicit additional information or clarification from the firms, or any one firm submitting SOPs, should the City deem such information necessary.

Any firm-supplied material that is to be considered confidential must be so marked.

The SOPs shall be submitted in sealed envelopes and received at the **City of Canby, City Hall**, no later than **4:00 p.m. PST, September 19, 2022** addressed to the attention of Don Hardy, Planning Director, 222 NE 2nd Avenue, Canby, OR 97013. Please submit 5 copies of your SOP. **The City does not receive postal mail at this address.** Include the project name (RFP for COMPREHENSIVE PLAN AND TRANSPORTATION SYSTEM PLAN PLANNING SERVICES) in the email subject title. Applicants will receive an email response stating their application was received. No late responses or faxed materials will be accepted.

Please keep applications to a maximum of 50 double-sided pages including resumes, scope of work and other submittal materials to address the SOP criteria.

If a firm wishes to submit a company brochure, this may be done under a separate cover. The brochure will not be used in the selection process and may be retained in the City files.

4.2 **DETAILED STATEMENT OF PROPOSALS CONTENTS:**

The Statement of Proposal shall contain responses to the required criteria in the following format:

Section 1 Cover Letter

- a. A one-page dated cover letter indicating the firm's understanding and interest in the project with signature shall be submitted containing the name, address, tax filing name, and number of the corporation or business structure submitting the SOP. Cover letter should also include the name, telephone, email, and title of the person authorized to represent the firm. Please indicate if the firm is a resident vendor, as defined in ORS 279A.120. Prospective firms must also complete the "Acceptance of Terms Signature Page" at the end of the RFP.

Section 2 Table of Contents

- a. A table of contents of the material included in the proposal.

Section 3 General Firm Information

- a. Provide a general description of the firm. Include a delineation of proposed services, company experience specific to the project. This section may include a flow chart, methodology, unique management strategies, etc. Provide an organizational chart showing key personnel and their work location(s).
- b. Demonstrate specific capabilities for fulfilling the project requirements according to similar previous experience including years of business and bankruptcy filings.
- c. Describe your firm's internal procedures related to work quality and cost control.
- d. Identify any contract or subcontract held by the firm which has been terminated, in default, or had claims made against it that resulted in litigation or arbitration in the last five years. Provide

information on the types and amounts of insurance carried by the firm.

Section 4 Experience, Organization, Capacity and Qualifications of the Project Team

- a. Provide organizational structure of teams who would be assigned to this project, including experience and relevance of key personnel assigned to this project. Identify relevant education, professional certifications, years of experience and resumes (7 maximum resumes) of key personnel.
- b. Identify a proposed project and deputy project manager as a key points of contact for the City. Describe the project manager's experience with similar projects.
- c. Include assigned project staff names, address, phone number, and a statement of proposal and experience of subcontractors that may be used to complete project tasks.
- d. Describe capacity and commitment of the project team to complete the work and percentage of availability over the next two years and provide list of current projects for key staff.
- e. Describe similar work in Oregon and how this prior work will benefit Canby in completing the project work.

Section 5 Understanding/Approach and References

- a. Describe in narrative form with tables or other figures as desired, the firm's understanding of the type of work required for this project, the proposed approach, technical plan and schedule for accomplishing the work listed herein.
- b. Describe approach to incorporating the UGB expansion into the overall work and describe steps needed and coordination work with DLCD staff to avoid repeating the HNA/HPS and EOA processes.
- c. Describe similar projects performed within the last 5 years which best characterize your firm's capabilities, work quality, and cost control. Include project size, schedule, quality of performance, and role of participation in project by key personnel. For each project include the name, address, email, and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which your team worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm.
- d. Provide any written letters of reference from agencies with similar projects if available.

Section 6 Public Involvement and Engagement Strategy

- a. Describe how public engagement will be completed and approach to engaging the public at specific milestones based on the scope of work.
- b. Describe the public outreach objectives for each phase of the work, how the public engagement will be completed to provide the public with understandable information that is transparent and builds trust.
- c. Describe the role of the consultant and how work will be led and be managed in a proactive way where outreach elements are dealt with in advance and not the last minute.
- d. Describe the relationship between the consultants leading the public outreach work and the rest of the team and how that work will be integrated and seamless from the City's perspective.

Section 7 Principal Office Location and Local Participation

- a. Identify the location of the firm's principal office and the office location of key staff expected to work on the project. Discuss staff ability to provide local presence for site visits and meetings.

Section 8 Cost Estimate/Deliverables

- a. Provide cost estimate for comprehensive plan, transportation system plan, and urban growth boundary based on the scope of work and identify deliverables with breakdown by staff with hourly rates and hours. Identify budget and deliverables for both FY 22/23 and 23/24 with budget

allocation to not exceed \$350,000 in FY 22/23. Budgeting should assume approximately \$275,000 anticipated to be authorized by City council for FY23/24. The City will only authorize budget on a fiscal year basis and the budget for FY 22/23 (ending June 30, 2023) will not exceed \$350,000. After consultant selection, notice to proceed is anticipated to occur by December 2022.

Section 9 **List of Exceptions**

- a. Describe any exceptions taken to any section in the RFP or the Professional Services Contract.

EVALUATION AND SELECTION CRITERIA

5.1 STATEMENTS OF PROPOSAL REVIEW:

Firms will be selected through a proposal based selection process as described in the City's Local Public Contracting Rules and as provided under ORS 279. Each proposal will be evaluated based on responses provided addressing qualifications, "Statement of Proposal Contents" and how they address project scope as described in Section 3, "Scope of Work and Conditions".

The Review Committee will evaluate the submitted SOPs and will consist of select City of Canby staff.

The four (4) highest qualified firms will be contacted for further evaluation if necessary, that may include oral interviews and reference verifications. The primary intent in the selection process is to provide the City with a given level of specialized skill, knowledge, and resources and qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment.

Upon final selection of the most qualified firm, compensation and personal services contract scope and negotiations will take place. A sample Personal Services Agreement may be found at the end of this document. During negotiation, the City may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The City reserves the right to reject any and all proposals.

1. **Cover Letter and Table of Contents: (Section 4.2.1 and 4.2.2)** **0-points**
Cover letter and table of contents addressing the objective of the request for proposal.
2. **General Firm Information: (Section 4.2.3)** **0-5 points**
The organization, experience, and capability offered by the firm will be evaluated in terms of its applicability to the requirements and scope specified in this RFP.
3. **Experience, Organization, and Qualifications of the Project Team: (Section 4.2.4)** **0-25 points**
Professional experience of the project team including key personnel and expected subcontractors with similar projects will be evaluated. Include any time savings specialized services.
4. **Project Understanding, Approach, and Example Projects: (Section 4.2.5)** **0-30 points**
Understanding of desired project outcomes and approach with emphasis on meeting the desired schedule, managing effective citizen input and being cost conscious in all aspects of the project. Applicability of recently completed projects by the firm. Ability to control cost, quality, schedule, and work flow. Ability to demonstrate history of public partnership management techniques. Description of proposed techniques that will expedite processes and achieve the desired schedule.
5. **Public Involvement and Engagement Strategy: (Section 4.2.6)** **0-20 points**
Understanding of desired public outreach outcomes as described in this RFP with emphasis on having a clear vision for outcomes for every public engagement task, with proactive and integrated work between consultants.
6. **Principal Office Location and Local Participation: (Section 4.2.7)** **0-10 points**
Availability of firm and staff to promptly respond and be available for project requirements.
7. **Cost Estimate/Deliverables: (Section 4.2.8)** **0-10 points**
Demonstrated cost based on proposed budget and deliverables to complete the scope of the work.

TOTAL POINTS 100

THIS AGREEMENT is between the CITY OF CANBY (City) and XX (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$ is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any

partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.

6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.

7. Term.
 - A. This Agreement may be terminated by:
 1. Mutual written consent of the parties.
 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.

8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate

termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
 - A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
 - B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.
 - C. For Professional Liability—errors and omissions—a \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.)**. For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.
 - D. For Worker’s Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker’s Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor’s liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor’s negligence or neglect connected with this Agreement.
10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Scott Archer, City
Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: XXXX

**Please submit invoices to: Attn: Accounts Payable
City of Canby
PO Box 930
Canby, OR 97013
ap@canbyoregon.gov**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR: CITY OF CANBY

By: By:

Date: Date:
Subcontractors will be used ___Yes ___No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

11/6/15
Joseph Lindsay, City Attorney

