



**PROFESSIONAL SERVICES  
REQUEST FOR QUALIFICATIONS  
FOR  
CITY OF CANBY PUBLIC WORKS  
FUELING STATION DESIGN  
SERVICES**

City Hall  
222 NE 2<sup>nd</sup> Avenue  
Canby, Oregon 97013  
PH. 503-266-4021

**SUBMISSIONS DUE: Wednesday, July 13<sup>th</sup>, 2022, 4:00 p.m.**

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## SCHEDULE

RFQ ADVERTISED	June 24 <sup>th</sup> , 2022
RFQ SUBMITTALS DUE	July 13 <sup>th</sup> , 2022 4:00 p.m.
RFQ REVIEW & INTERVIEW(S)	Week of July 18 <sup>th</sup> , 2022

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

## REQUEST FOR QUALIFICATIONS

Notice is hereby given that the City of Canby, will receive Statements of Qualifications until **4:00 p.m. on Wednesday, July 13<sup>th</sup>, 2022** addressed to the attention of Jerry Nelzen, Public Works Director, City of Canby, 222 NE 2nd Avenue, Canby, OR 97013 for the following:

### **CITY OF CANBY PUBLIC WORKS FUELING STATION ENGINEERING SERVICES**

***The proposed work consists generally of the following:***

Description of the project includes the design and minimum drawing necessary, of the following:

1. Site development for installation of a new fueling station at 1470 NE Territorial, Canby OR.
2. Installation of a new facility fueling station serving both gasoline and diesel, Diesel Exhaust Fluid (DEF), bio diesel, above ground fuel tanks, possible an Electric Vehicle (EV) charging station, and a card lock fueling pump kiosk under a permanent canopy.
3. Enhancements to existing facility entrance, consisting of: widening driveway entrance, fence modifications, installation of new gate(s), replacement of asphalt and concrete and sewer connection with oil water separator.
4. Landscaping enhancements.
5. Obtain all permits required by the project.
6. Bidding and construction management.

This request for qualifications shall be used to compile a list of interested and qualified firms who will be ranked in accordance with procedures as outlined in this document. Qualified firm(s) selected will negotiate compensation requirements upon completion of the qualifications based selection of candidates. Do not include any price or cost considerations with this Statement of Qualifications (SOQ).

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

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.

Statements of qualifications shall be submitted in sealed envelopes and received at the **City of Canby, City Hall**, no later than **4:00 p.m. PST, Wednesday, July 13<sup>th</sup>, 2022**, addressed to the attention of Jerry Nelzen, Public Works Director, 222 NE 2nd Avenue, Canby, OR 97013. **The City does not receive postal mail at this address.** The outside of the envelope shall plainly identify the "City of Canby Fueling Station" 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 Qualifications (SOQs) will be regular, complete and acceptable.

### 2.2 **STATEMENT OF QUALIFICATIONS:**

All SOQs shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation. Statements of Qualifications 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 SOQs not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any and all SOQs 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 obtain additional information or clarification of any SOQ proposal. 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 QUALIFICATION:**

Qualifications statements shall be submitted prior to the date and time fixed in the advertisement for SOQs. SOQs 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 SOQ not properly identified.

SOQs shall be opened so as to avoid disclosure of contents to competing firms during the process of negotiation. SOQs 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 RFQ and in securing and supplying materials, the firm will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

### 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 SOQs 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 SOQ, the proposer certifies that the SOQ 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 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**

The work scope includes:

1. Preliminary design and preliminary site sketches.
2. Site visit and photo documentation.
3. Proposed equipment, list vehicle turning radius analysis, finalize proposed facility layout.
4. Fueling system drawings, cover sheet, vicinity map, scope of work and legal description.
5. Partial site plan, concrete and foundation plan, tank and piping plan, tank elevations, island elevations, tank and piping details, electrical plan with panel schedule, oil/water separator, design and details.
6. Drawings will be provided in PDF format, structural engineering, tank foundations, equipment slab, drive slab, equipment evaluation.

Review equipment specifications and costs for:

1. Above ground tanks.
2. Card reader system.
3. Dispensers.
4. Automatic tank gauge.

Bid solicitation includes:

1. Prepare detailed scope of work.
2. Prepare bid form per City standards, bid invitation, pre-bid site meeting, respond to bidder inquiries, and evaluate bids received.
3. Pre-construction site meeting, permit applications, building permit application and processing fire marshal tank permit plan check corrections.

**Task 1:** The Firm shall complete and/or oversee all survey and design efforts required to prepare construction plans and specifications for all improvements.

**Task 2:** The Firm shall prepare contract documents including funding agency requirements and complete the formal bid solicitation process for construction of all facilities. Contract documents shall comply with all Oregon Public Contracting Bid requirements. Firm shall coordinate the bid opening, prepare bid tabulations, engineer's recommendation of award, issue a Notice of Intent to Award and Notice of Award, and prepare contracts for execution as appropriate.

**Task 3:** The Firm shall coordinate the pre-construction meeting, administer the construction contract and provide periodic inspection to ensure compliance with the plans and specifications during construction. The Firm shall provide all required construction staking. The Firm shall prepare monthly payment requests, respond to requests for information, prepare change orders as needed, and prepare inspection reports for the project files.

**Task 4:** During and upon completion of construction, the Firm shall verify all work complies with the plans and specifications. The Firm shall prepare as-built drawings for the City's records and assist the City in an 11th month warranty inspection.

#### ***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. Firms must submit statements of qualifications based on providing and/or coordinating all services required for the completed project.

The expected outcome of the project is to complete the preparation of Plans, Specifications & Estimate ("PS&E") for this project and provide construction oversight services of the planned improvements.

The City and selected firm(s) shall negotiate the detailed tasks, deliverables, schedule, and costs for the City of Canby Fueling Station project.

### **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 resources required for responding to public inquiries and attending meetings with City Staff, Planning Commission, and City Council.

### **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 RFQ will be in the form of a written addendum.

Every request for an interpretation shall be made in writing and addressed to **Jerry Nelzen, Public Works Director, by email to [nelzenj@canbyoregon.gov](mailto:nelzenj@canbyoregon.gov)**. To be given consideration, requests must be received at least ten (10) 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> not later than five (5) days prior to the due date for SOQs. Failure of any firm to receive any such addendum or interpretation shall not relieve such firm from any obligation under this RFQ as submitted. All addenda so issued shall become as much a part of the RFQ 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 QUALIFICATIONS CONTENTS

### 4.1 **GENERAL SUBMITTAL REQUIREMENTS:**

The submitted Statement of Qualifications should contain the required elements as stated in Sections 4.2, "Detailed Statement of Qualifications 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 SOQs, should the City deem such information necessary.

Do NOT include any price or cost considerations with this Statement of Qualifications. Any firm-supplied material that is to be considered confidential must be so marked.

The SOQs shall be submitted in sealed envelopes and received at the **City of Canby, City Hall**, no later than **4:00 p.m. PST, Wednesday, July 13, 2022**, addressed to the attention of Jerry Nelzen, Public Works Director, 222 NE 2nd Avenue, Canby, OR 97013. **The City does not receive postal mail at this address.** Include the project name (Canby Public Works Fuel Station) in the email subject title. No late responses, email, or faxed materials will be accepted.

Please keep applications to a maximum of 10 pages (plus a maximum of 5 resumes) to address the SOQ 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 QUALIFICATIONS CONTENTS:**

The Statement of Qualifications 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 SOQ. 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 RFQ.

#### **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, and preliminary approach to the projects outlined. 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, bankruptcy filings, and bonding capability.



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

#### **Section 4**

##### **Experience, Organization, 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 (5 maximum resumes) of key personnel.
- b. Identify a proposed project manager as a key point of contact for the City. Describe the project manager's experience with similar projects.
- c. Include names, address, phone number, and a statement of qualifications and experience of subcontractors that may be used to complete project tasks.

#### **Section 5**

##### **Example Projects**

- 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, and technical plan for accomplishing the work listed herein.
- b. 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.
- c. Provide any written letters of reference from agencies with similar projects if available.

#### **Section 6**

##### **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 availability and scheduling to work on City projects, in addition to ability to provide local presence for site visits and meetings.

#### **Section 7**

##### **List of Exceptions**

- a. Please provide any other information you feel would help the review committee evaluate your firm for this project.
- b. Describe any exceptions taken to any section in the RFQ.

## EVALUATION AND SELECTION CRITERIA

### 5.1 STATEMENTS OF QUALIFICATION REVIEW:

Firms will be selected through a qualifications-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 to Sections 4, "Statement of Qualifications Contents" and how they address project scope as described in Section 3, "Scope of Work and Conditions".

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

The three (3) 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 negotiations will identify a level of work and a fair and reasonable fee that best represents the efforts required. The City reserves the right to reject any and all proposals.

### 5.2 EVALUATION CRITERIA (Total Possible Points = 100):

The following criteria will be considered in evaluating all proposals. Use of the rating points system is only a guide to the Review Committee. A major deficiency in any one category can disqualify the firm.

- 1. Content: (Section 4) 0-10 points**  
Submitted Statement of Qualifications contain all required items as described in Section 4, "Statement of Qualifications Contents."
- 2. General Firm Information: (Section 4.2.3) 0-20 points**  
The organization, experience, value engineering, and capability offered by the firm will be evaluated in terms of its applicability to the requirements and scope specified in this RFQ.
- 3. Experience, Organization, and Qualifications of the Project Team: (Section 4.2.4) 0-10 point's**  
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) 0-40 points**  
Understanding of desired project outcomes and approach. Applicability of recently completed projects by the firm. Ability to design and control cost, quality, schedule, and work flow. Ability to demonstrate history of public partnership management techniques.
- 5. Principal Office Location and Local Participation: (Section 4.2.6) 0-10 points**  
Availability of firm and staff to promptly respond and be available for project requirements.
- 6. Familiarity with the project locale: 0-10 points**  
Demonstrated experience in the locality.

**TOTAL POINTS 100**

**ACCEPTANCE OF TERMS SIGNATURE PAGE**

**Name of Firm:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

The Firm as defined in ORS 279A.120 is a:   ☐ Resident Proposer                      ☐ Non-Resident Proposer

The undersigned proposes to perform all work as listed in this Request for Qualifications and that all items supplied under any resultant contract will conform to the specifications herein. The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by City policies and regulations.

The undersigned, by submitting a Statement of Qualifications ("SOQ"), represents that:

1. The Firm has read and understands the specifications.
2. Failure to comply with the specifications or any terms of the Request for Qualifications may disqualify the Firm as being non-responsive.
3. The SOQ has been arrived at independently and has been submitted without any collusion designed to limit competition.
4. All addenda to the RFQ have been received and duly considered.

The undersigned accepts all the terms and conditions contained in the City of Canby's Request for Qualifications and the referenced Personal Services Agreement and therefore offers and provides this proposal to furnish services herein in fulfillment of the attached requirements and specifications of the City of Canby.

\_\_\_\_\_  
***Signature of Authorized Representative***

\_\_\_\_\_  
***Title***

\_\_\_\_\_  
***Date***

## PERSONAL SERVICES AGREEMENT

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 delivery 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 attorney's 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:

\_\_\_\_\_  
Joseph Lindsay, City Attorney

11/6/15



**LIST OF SUBCONTRACTORS**

*As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.*

[illegible]

**The City hereby approves the above listed subcontractors.**

City of Canby

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**Date**