

**CITY OF ROSEBURG**

**REQUEST FOR QUALIFICATIONS**

**FOR**

***ARCHITECTURAL, ENGINEERING, PLANNING, AND CONSULTING SERVICES FOR  
ROSEBURG REGIONAL AIRPORT***

**RFQ NO. PW-21-01**

**SUBMITTAL DEADLINE: 2:00 P.M., December 16, 2021**

**CITY OF ROSEBURG  
REQUEST FOR QUALIFICATIONS FOR  
ARCHITECTURAL, ENGINEERING, PLANNING AND CONSULTING  
SERVICES FOR ROSEBURG REGIONAL AIRPORT**

**RFQ NO. PW-21-01**

**NOTICE IS HEREBY GIVEN**, the City of Roseburg is requesting sealed statements of qualifications (SOQ) from qualified persons to provide architectural, engineering, environmental, planning, and consulting services for Roseburg Regional Airport for a period of five years. Interested parties will be provided sufficient information to prepare and submit proposals for consideration by the City. It is the City's intent to select the most advantageous SOQ based on the evaluation criteria set forth in the Request for Qualifications (RFQ) packet. A copy of the RFQ packet may be downloaded from the City's website at [www.cityofroseburg.org](http://www.cityofroseburg.org).

All SOQ's must be submitted by paper or electronically via email. Proposals received in paper format must be sealed, clearly marked **"Statement of Interest and Qualification for Architectural, Engineering, Environmental, Planning and Consulting Services for Roseburg Regional Airport – RFQ No. PW-21-01"**, 2:00 p.m., December 16, 2021 and received in the City Manager's Office at Roseburg City Hall by the above specified date and time. Proposals received electronically via email must be sent to Amy L. Sowa, Assistant City Manager/City Recorder at [bids@cityofroseburg.org](mailto:bids@cityofroseburg.org) and be clearly marked in the subject line of the email **"Statement of Interest and Qualification for Architectural, Engineering, Planning and Consulting Services for Roseburg Regional Airport – RFQ No. PW-21-01"**, 2:00 p.m., December 16, 2021 and received by the above specified date and time. Any SOQs received after that date and time, or not submitted in the proper manner, will be returned without further consideration.

The City reserves the right to reject any and all SOQs received as a result of this RFQ, to waive any irregularities and to accept the SOQ deemed to be in the best interest of the City. Preparation and submission of a SOQ is at the proposer's sole risk and expense.

  
\_\_\_\_\_  
**Amy L. Sowa, Asst. City Manager/Recorder**

**Dated this 15th day of November, 2021.**

**Posted on the City's Website this 15<sup>th</sup> day of November 2021.**

**CITY OF ROSEBURG  
REQUEST FOR QUALIFICATIONS FOR  
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**RFQ NO. PW-21-01**

**GENERAL REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS**

**1. GENERAL INFORMATION.** These general requirements and instructions have been written to describe the professional architectural, engineering, planning, and consulting services required for the Airport for a period of five years.

This RFQ is intended to provide interested persons (herein referred to as proposers) with sufficient information to prepare and submit statements of qualifications (SOQs) for consideration by the City. It is the City's intent to select the most qualified proposer based on the evaluation criteria set forth in this RFQ. In accordance with ORS 279A.125, proposers shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

The City reserves the right to reject any and all SOQ's received as a result of this RFQ prior to the execution of a contract upon a finding that it is in the public interest to do so. Preparation and submission of a SOQ is at the proposer's sole risk and expense.

SOQs and all accompanying documents will become the property of the City and will not be returned. See Section 16 of this RFQ, entitled "Public Records".

This RFQ contains and incorporates the following:

Exhibit "A"	SOQ Form
Exhibit "B"	Professional Engineer, Architect or Land Surveyor Services Contract, including City's Standard Contract Provisions
Exhibit "C"	Description of Services
Exhibit "D"	Minimum Qualifications
Exhibit "E"	Evaluation Criteria

**2. FORM OF SOQ.** SOQs are to be based on and submitted in accordance with the instructions contained in this RFQ. The City may change these instructions at any time prior to the Solicitation Closing by addendum as provided in Section 6 of this RFQ. Proposers are responsible for responding to all addenda.

**3. POINT OF CONTACT.** The City Manager's office is the point of contact in the City for this RFQ. With the exception of questions relating to technical aspects of the services to be provided (see following Section 4), all correspondence pertaining to this RFQ should

be directed to Amy L. Sowa, Assistant City Manager/City Recorder, 900 S.E. Douglas Avenue, Roseburg, OR 97470 or [info@cityofroseburg.org](mailto:info@cityofroseburg.org). The City Manager's Office may be contacted by calling 541-492-6866.

**4. TECHNICAL CLARIFICATIONS, REQUESTS FOR CHANGES.** Questions regarding specific technical aspects of the service requested by this RFQ or seeking clarification concerning this RFQ may be directed to Ryan Herinckx by calling 541-492-6884 or emailing [rherinckx@cityofroseburg.org](mailto:rherinckx@cityofroseburg.org). No oral clarification will be binding on the City. The City will be bound only by this RFQ and any written addendum issued hereunder.

Requests for changes to this RFQ, including requests for changes in any of the exhibits to this RFQ must be submitted in writing to the City Recorder not later than ten (10) calendar days prior to the date of the Solicitation Closing. The request must include a statement of the requested changes and the reason therefore. The request shall be marked as a "Request of Change in RFQ" and specify the RFQ Number set forth in the caption to this RFQ. Written request may be delivered by mail or by confirmed e-mail. The City will respond to all written requests for changes, in writing, within five days of receipt of such request.

If inquiries, comments or requests for changes raise issues that require clarification or a modification to this RFQ, the clarification or modification will be made by written addendum as provided in Section 6 of this RFQ.

**5. SCHEDULE OF EVENTS.** The following schedule of events shall be followed for this RFQ. Proposers are strongly encouraged to attend the RFQ conference, if scheduled. If no date is shown below, then the event is not scheduled for this RFQ. Failure to attend a Mandatory RFQ Conference may result in SOQ rejection.

Solicitation Starting Date (RFQ available)	<b>November 15, 2021</b>
Solicitation Closing	<b>2:00 p.m., on December 16, 2021</b>
SOQ Review Period	<b>December 17 – December 30, 2021</b>
Notice of Competitive Range (if used)	<b>January 4, 2022</b>
Interviews (if required)	<b>January 10 – January 14, 2022</b>
Notice of Intent to Award	<b>February 18, 2022</b>
Award and Execution of Contract	<b><i>within 90 days of Solicitation Closing</i></b>

If the City receives a request for change or protest from a proposer in accordance with the instructions in this RFQ, the City may extend the Solicitation Closing date as necessary to consider whether to issue an addendum. The City also reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The addendum shall become effective upon execution by the City.

If the City decides to negotiate with proposers in the competitive range, notice of intent to award will only be given to proposers in the competitive range and shall be made after completion of negotiations.

**6. ADDENDUM TO THE REQUEST FOR QUALIFICATIONS.** In the event it becomes necessary to revise any part of this RFQ prior to the Solicitation Closing, an addendum will be provided to all proposers who have requested and received a copy of this RFQ. RECEIPT OF AN ADDENDUM MUST BE ACKNOWLEDGED BY SIGNING AND RETURNING THE DOCUMENT WITH THE SOQ. Proposers may protest requirements of this RFQ by submitting a request for change, in accordance with Section 4 of this RFQ. No addendum will be issued less than four days prior to the date of the Solicitation Closing.

**7. FORMAT OF SOQs.** SOQs must contain the information specified in Section 8 of this RFQ. SOQs must be prepared on the SOQ form attached hereto as RFQ Exhibit "A." A SOQ should provide a concise description of the proposer's ability to satisfy the requirement of this RFQ and the contract attached hereto as Exhibit "B", along with the City's Standard Contract Provisions attached as an exhibit to such contract.

**8. CONTENT OF SOQs.** SOQs should demonstrate that the proposer can furnish the services in a manner that will be cost effective for the City. Those SOQs which do not contain all information required by this RFQ or are otherwise non-responsive may be rejected immediately; however the City has discretion to accept a SOQ that does not conform with all RFQ requirements if the City determines that the non-conformance is not substantial or material. If a SOQ is unclear, or appears inadequate, at the City's discretion, the proposer may be given an opportunity to explain how the SOQ complies with the RFQ. The City also has discretion to permit a proposer to correct a typographical error or other minor mistake or oversight in its SOQ.

**8.1** SOQs must contain at least the following:

**8.1.1** SOQ Form. The SOQ form, attached hereto as RFQ Exhibit "A" must be fully completed, submitted and duly executed by the authorized representative of the proposer, and include the following:

- a.** The proposer's business name, address, telephone number, e-mail address and federal tax identification number;
- b.** The proposer's legal form of entity (sole proprietor, corporation, LLC, etc.) and, if applicable, state of incorporation or organization and main office address;
- c.** Name(s) and title(s) of person(s) authorized to submit the SOQ and to execute the contract;

**8.1.2** Table of Contents. Include a clear identification of the material by section and page number.

**8.1.3** Executive Summary. The Proposer may use this section to introduce the SOQ or to summarize the key provisions of the SOQ.

- 8.1.4 Statement of Understanding.** The Proposer shall include a detailed statement of the understanding of the Project.
- 8.1.5 Qualifications.** The proposer's statement of qualifications must contain the following:
- a.** List the Project Manager and key personnel (including subcontractors) and management to be utilized for the work. Include a description of education, certificates or licenses, professional background, experience, skills, expertise and training for the type of services required;
  - b.** Description of related projects completed within the last three years;
  - c.** Name, address, and contact number of at least three references;
  - d.** Organization of project team; and
  - e.** Previous projects completed for the City of Roseburg.
- 8.1.6. Scope of Work.** This section identifies your proposed work plan to achieve the goals and objectives. The work plan should clearly identify major tasks, the objective of each task, the subtasks needed to accomplish the work and the expected deliverable for each task. Tasks should be arranged in logical fashion to demonstrate how the work would proceed.
- a.** A detailed explanation of Proposer's approach to the work and the techniques the Proposer expects to use. This should include an explanation of any modifications of the work items and scope of work presented in Exhibit C of this RFQ.
  - b.** Describe how you would propose to use CITY personnel, if at all, to assist you during the project;
  - c.** Please provide any additional information about Proposer's project approach that would be beneficial to the selection committee.
  - d.** Provide a statement describing the capability to complete all phases of the Project within the project schedule.
- 8.1.7 Schedule and Availability.** Provide a detailed Project schedule and consultant/sub-consultant availability that illustrates the consultants understanding of the time constraints for design and construction of the Project.
- 8.1.8 Workload Management:** Outline workload management techniques that will allow ongoing assessments of current workloads. Describe any subcontractors that proposer would use and how the subcontractors would be used.
- 8.1.9 Additional Information** Any other information that the Proposer feels applicable to the evaluation of the Proposal or of their

qualifications for accomplishing the Project should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms. If there is no additional information to present, state, "There is no additional information we wish to present."

**8.2 Alternatives.** A proposer shall only submit alternative terms and conditions to the terms and conditions the City expressly authorized for negotiation under Section 14 of this RFQ.

**8.3 SOQ REVIEW AND SELECTION.** To ensure equitable evaluation of the SOQs, CITY will use weighted evaluation criteria as indicated in Exhibit "E". A selection committee will evaluate each responsive SOQ to determine the responsible proposer whose SOQ the City determines to be the most advantageous to the City based on the evaluation process and criteria listed. Interviews may be required at the City's discretion as described in Section 14.

**9. EXECUTION OF CONTRACT.** The proposer selected by the City to provide the requested services will be expected to deliver its proof of all required insurance, and to enter into a written engineering services contract in the form attached hereto as RFQ Exhibit "B".

***BY SUBMITTING ITS SOQ, THE PROPOSER CERTIFIES THAT IT HAS READ AND ACCEPTS ALL TERMS, CONDITIONS AND REQUIREMENTS OF THIS RFQ, INCLUDING THE TERMS AND CONDITIONS OF THE FORM OF CONTRACT IN RFQ EXHIBIT "B", AND THAT IF PROPOSER REFUSES TO EXECUTE THE CONTRACT AFTER AWARD, THE CITY WILL BE ENTITLED TO SEEK COMPENSATION FOR ITS DAMAGES, WHICH MAY INCLUDE THE COST OF CONDUCTING A NEW SOLICITATION.***

**10. DELIVERY OF SOQs.** In order to be considered, **3 copies of the** sealed paper SOQs or electronic submittal must arrive at the City Manager's Office before the time and date of the Solicitation Closing as described in this RFQ.

- Paper proposals must be submitted in sealed envelopes clearly marked with the RFQ number shown in the caption of this RFQ and the time and date of the Solicitation Closing. Proposers who mail SOQs should allow extra mail delivery time to insure timely receipt of their SOQs.
- Electronic submittals must be sent to the attention of Amy L. Sowa, Assistant City Manager/City Recorder by emailing [bids@cityofroseburg.org](mailto:bids@cityofroseburg.org) by the time and date of the Solicitation Closing.

SOQs received after the Solicitation Closing will not be considered and will be returned unopened to the proposer.

**11. SUBMISSION AND WITHDRAWAL OF SOQS.** Proposers may modify or withdraw their SOQs at any time prior to the Solicitation Closing by providing a written

request for modification or withdrawal to the City Manager's office. Requests for withdrawal of SOQs will not be accepted after the Solicitation Closing. A proposer may also withdraw its SOQ in person prior to the Solicitation Closing, upon presentation of appropriate identification and satisfactory evidence of authority to the City Recorder. The City Recorder shall obtain the signature of the person making the withdrawal.

**ALL SOQs SHALL BE IRREVOCABLE FOR A PERIOD OF 75 DAYS FROM THE SOLICITATION CLOSING.**

**12. OPENING OF SOQs.** SOQs received in response to this RFQ will be opened publicly, either in person or virtually, by the City Recorder or designee, immediately after the Solicitation Closing in the City's administrative offices located at 900 S.E. Douglas Street, Roseburg Oregon. If opened virtually, a link will be published on the City's website at <https://www.cityofroseburg.org/bidding> no less than 24 hours prior to the opening date and time. The names and addresses of all proposers will be announced and recorded by the City Recorder. No other information will be made available at that time.

**13. MINIMUM QUALIFICATIONS REQUIRED.** SOQs must indicate how the proposer satisfies the minimum qualifications set forth in RFQ Exhibit "D".

**14. EVALUATION OF SOQs.** The City will evaluate the SOQs according to the evaluation criteria and rating scheme set forth in RFQ Exhibit "E" and in accordance with the following:

**14.1 Interviews/Samples.** The City may require interviews with all responsive proposers regardless of the interview schedule in Section 5 of this RFQ. In addition, the City may request an interview with one or more proposers, if the City determines that an interview would help the City better evaluate the SOQ, provided that no scoring for interviews will be made unless all responsible proposers are interviewed. During the evaluation process, the City may also request work samples, demonstrations, inspections or other testing examinations from all responsive proposers if the City determines that such further evaluation should be added as rated criteria to enable the City to properly evaluate the SOQs.

**14.2 Use of Competitive Range/Negotiation.** At the conclusion of the rated criteria evaluation process and prior to selection, the City may, but shall not be required to, interview, request demonstrations or samples from, or negotiate with the 3 proposers who have the highest criteria ratings (the "Competitive Range"). The City may increase or decrease the Competitive Range if, in the City's opinion, the number or SOQs or the quality of the SOQs warrants an increase or decrease in the number of proposers in the Competitive Range.

If the City determines to make its selection based on interviews, demonstrations, samples or negotiations with proposers in the Competitive Range, the City shall provide written notice to all proposers, identifying proposers in the Competitive Range. A proposer that is not within the Competitive Range may protest the City's



evaluation and determination of the Competitive Range in accordance with the provisions set forth below under Section 18.3 of this RFQ.

After the protest period, or after the City has provided a final response to any protest, whichever date is later, the City will begin further selection activity with proposers in the Competitive Range. The City's interviewing or negotiation team shall not favor any particular proposer. The City may only negotiate an alternative term or condition submitted by a proposer if the alternative term or condition is reasonably related to a term or condition that this RFQ describes as negotiable.

**14.2.1** The matters subject to negotiation shall be limited to the following:

- a.** The manner in which the services are to be performed or the quality or type of materials to be supplied;
- b.** The personnel to be committed to the City's contract; and
- c.** Other terms and provisions that the City would like to change.

**14.2.2** Nothing in this RFQ shall restrict or prohibit the City from canceling the solicitation at any time in accordance with OAR 137-048-0250. If the City begins selection activities under this Section 14.2 of this RFQ, the City shall begin such activities with all of the proposers in the competitive range. At any time during the negotiations, the City may:

- a.** terminate negotiations with particular proposers and continue negotiating with the remaining competitive range proposer(s);  
or
- b.** conclude negotiations with all competitive range proposers and make its award based on its evaluation of the comparative values achieved during the interview, demonstration, sampling or negotiating process; or
- c.** reject all SOQs and cancel the solicitation.

If the City does not cancel the solicitation at the conclusion of the City's negotiations with all remaining Proposers in the Competitive Range, the City shall re-score the SOQs in the Competitive Range based upon the evaluation criteria in this RFQ.

If the contract is to be awarded based on the negotiations, the City shall provide written notice of intent to award the Contract only to all proposers in the Competitive Range. An unsuccessful proposer may protest the City's

evaluation and determination of the award as provided in Section 18.5 of this RFQ.

**14.3 Evaluation Record.** A record will be made of all criteria evaluation ratings and all other grounds upon which a proposer is selected.

**15. SELECTION PROCESS AND NOTICE OF AWARD.** The City will select the SOQ deemed most beneficial to the City based on its evaluation of the SOQs by a selection committee of no fewer than two individuals. The apparent successful proposer and all other persons who submitted SOQs will be notified of the City's selection, but if the City decides to use the competitive range process, notice of the identity of those in the competitive range will be given to all proposers, but notice of the intent to award will only be given to proposers in the competitive range. Unless award of a contract is delayed by the City, written notice of award, specifying the date of selection, will be made not later than the first business day following the date of selection. Final award will depend upon the execution of an acceptable contract and delivery of evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

**16. PUBLIC RECORDS.** This RFQ and each original SOQ received in response to it, together with copies of documents pertaining to the award of a contract shall be kept on file as a public record by the City; provided, however, such records shall not be disclosed until after the Notice of Intent to Award the contract has been issued.

**17. RECORDS REVIEW; CONFIDENTIALITY.** After Notice of Intent to Award the resulting contract has been issued, all SOQs shall be available for public inspection except for those portions of a SOQ that the proposer designates in its SOQ as trade secrets or as confidential proprietary data in accordance with applicable state law. If the City determines such designation is not in accordance with applicable law, the City shall make those portions available for public inspection. The proposer shall separate information designated as confidential from other non-confidential information at the time of submitting its SOQ. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential, and shall be publicly available regardless of a proposer's designation to the contrary.

**18. PROTEST OF PROPOSER SELECTION, CONTRACT AWARD.**

**18.1 Purpose.** An adversely affected or aggrieved proposer may seek administrative review of the City's selection of a proposer or contract award decision as outlined in this Section.

**18.2 Notice of Competitive Range.** If the City decides to negotiate with proposers in the competitive range, the City will provide written notice to all proposers of the identity of the proposers included in the competitive range. The City's notice of the proposers included in the competitive range shall not be final until the later of the following: (1) seven business days after the date of the notice;

or (2) until the City provides a written response to all timely-filed protests. The City may increase or decrease the competitive range to respond to the number and quality of SOQs. A business day is any day on which the City's offices are open.

### **18.3 Right to Protest Competitive Range.**

**18.3.1** An adversely affected or aggrieved proposer may submit to the City a written protest of the City's decision to exclude the proposer from the competitive range within seven business days after issuance of the notice of the competitive range.

**18.3.2** The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

**18.3.3** A proposer is adversely affected only if the proposer is responsible and submitted a responsive SOQ and is eligible for inclusion in the competitive range i.e., the protesting proposer must claim it is eligible for inclusion in the competitive range if all ineligible higher-scoring proposers are removed from consideration, and that those ineligible proposers are ineligible for inclusion in the competitive range because:

- a. Their SOQs were not responsive; or
- b. The City committed a substantial violation of a provision in the RFQ or of an applicable procurement statute or administrative rule, and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been included in Competitive Range.

**18.3.4** The City shall not consider a protest submitted after the time period provided in this RFQ. A proposer may not protest the City's decision to not increase the competitive range above the competitive range set forth in this RFQ.

**18.4 Notice of Intent to Award Contract.** The City will provide written notice to all proposers of the City's intent to award the contract, unless the contract is awarded following the declaration and notice of a competitive range, in which case notice of award will be provided to all proposers in the competitive range. The City's award shall not be final until the later of the following:

- a. seven (7) days after the date on which the notice is mailed or otherwise transmitted; or
- b. The City provides a written response to all timely-filed protests that denies the protest and affirms the award.

**18.5 Right to Protest Award.**

**18.5.1** An adversely affected or aggrieved proposer may submit to the City a written protest of the City's intent to award within seven days after issuance of the notice of intent to award the Contract.

**18.5.2** The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

**18.5.3** A proposer is adversely affected or aggrieved only if the proposer is eligible for award of the Contract as the responsible proposer submitting the best responsive SOQ and is next in line for award, i.e., the protesting proposer must claim that all higher-scored proposers are ineligible for award:

- a. because their SOQs were non-responsive; or
- b. the City committed a substantial violation of a provision in the RFQ or of an applicable procurement statute or administrative rule, and the protestor was unfairly evaluated and would have, but for such substantial violation, been the responsible proposer offering the highest-ranked SOQ.

**18.5.4** The City shall not consider a protest submitted after the time period provided in this RFQ.

**18.6 Authority to Resolve Protests.** The City Manager has the authority to settle or resolve a written protest submitted in accordance with the requirements of this rule.

**18.7 Decision.** If a protest is not settled, the City Manager, or the City Manager's designee, shall promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute.

**City of Roseburg**

By:   
Amy L. Sowa, Asst. City Manager/Recorder

**EXHIBIT "A"**  
**RFQ NO. PW-21-01**

**SOQ FORM**

**Legal Business Name:** \_\_\_\_\_

**Form and State of Organization:** \_\_\_\_\_

**Registered dba, if any:** \_\_\_\_\_

**Main Office Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**e-mail address:** \_\_\_\_\_

**Tax Identification Number:** \_\_\_\_\_

**Representation, Covenant and Warranty of Undersigned and Proposer**

**By signing this SOQ, the undersigned makes the following representations and warranties:**

1. That it is the duly authorized representative of the proposer for all purposes relative to the submission of this SOQ.
2. That this SOQ constitutes the proposer's offer to enter into a contract with the City and, if accepted by the City, will be binding and enforceable against the proposer.

**By causing this SOQ to be executed by the undersigned and delivered to the City, the proposer makes the following representations and warranties:**

1. Proposer has read and understands the terms and conditions contained in the RFQ, had the opportunity to protest any term or condition that it found unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFQ, including, but not limited to the contract conditions.
2. Proposer has not discriminated against minority, women, disabled veterans or emerging small business enterprises in obtaining any required subcontracts.
3. Proposer has not been listed by the Oregon Contractor's Board or the Oregon Department of Administrative Services as a person disqualified or ineligible to bid on or perform work under public contracts.
4. Proposer agrees to meet all requirements contained in the RFQ if it is selected to provide the services requested by this RFQ.

**Authorized Signature:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_



**1.4 Expenditures.** Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval of CITY's City Manager. CONTRACTOR shall promptly pay all expenses it incurs as a result of this Contract and shall comply with all provisions of state law applicable to this Contract.

**1.5 Insurance Requirements.** At all times during the term of this Contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the CITY may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the CITY shall be delivered to the CITY prior to commencement of any work or services provided under this Contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the CITY 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the CITY and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The CITY reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the CITY. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this Contract, CITY shall have the right to require CONTRACTOR to increase the CONTRACTOR's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the CITY, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and CITY shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract. The policy must show the City as an additional insured with respect to activities emanating out of the contract with the following language included: *"The City of Roseburg, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary and non-contributory"*.

**1.5.1 Commercial General Liability.** Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an aggregate of \$4,000,000, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the CITY as an additional insured, on a form satisfactory to CITY, and expressly provide that the interest of the CITY shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Contract, failure to do so shall be cause for immediate

termination of this Contract by CITY. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

**1.5.2 Automobile Liability Insurance.** At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$2,000,000 for bodily injury or property damage.

**1.5.3 Professional Liability Insurance.** At all times during the term of this Contract, CONTRACTOR shall maintain and keep in full force, an insurance policy for professional liability in the amount of \$2,000,000. In no instance shall CITY be responsible for any retention amount or deductible that CONTRACTOR may owe as a result of this coverage. CONTRACTOR shall continue professional liability coverage for the duration of the project and three years thereafter; and further, submit certificate of Insurance renewals of such coverage to the CITY.

**1.6 Books and Records.** CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this Contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this Contract.

**1.7 Availability.** CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice.

**1.8 Assignment.** The responsibility for performing CONTRACTOR's services under the terms of this Contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

**1.9 Compliance with Law and Standard Contract Provisions.** CONTRACTOR shall comply with all federal, state and local laws, including Roseburg Municipal Code Regulations relating to business registration, and with all Standard City Contract Provisions as outlined in the attached Exhibit "A".

**1.10 Health Hazard Notification.** If CONTRACTOR is hired to perform work for the CITY involving the need to control hazardous energy or enter confined spaces will be informed of the CITY's programs and the associated hazards that CITY is aware of. The notification is not designed to take over the CONTRACTOR's safety responsibilities to his or her employees, but to provide appropriate notification under the Oregon OSHA rules.

## **SECTION 2. CITY AGREES:**



**2.1 Fee.** In consideration for the above-described services, CITY agrees to pay CONTRACTOR as outlined in Section 1.3 of this contract.

**2.2 Terms of Payment.** CONTRACTOR will tender an invoice by the tenth of each month, and CITY shall make full payment on such invoice within thirty days of its receipt.

### **SECTION 3. BOTH PARTIES AGREE:**

**3.1 Budget and Work Plan Approval.** All approved invoices and work programs shall be in writing.

**3.2 Independent Contractor.** CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein, however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Manager.

**3.3 Indemnification.** Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this Contract. The extent of the CITY's obligation under this subsection is limited to the CITY's obligation under the Oregon Constitution and ORS 30.260 through 30.300. With respect to professional liability claims, CONTRACTOR to indemnify CITY to the extent caused by the CONTRACTOR's negligent acts, errors, and omissions.

**3.4 Arbitration.** Any controversy regarding the language or performance of this Contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Douglas County for designation of the representative. The arbitration shall be conducted in accordance with ORS 36.400 through 36.425 or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.

**3.5 Attorney Fees.** If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Contract, performance of this Contract or failure to perform this Contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

**3.6 Ownership and Use of Documents.** In whatever form they may be produced or stored, any documents prepared in performance of this Contract and any supporting and investigative information that is gathered in the performance of this Contract, upon

completion of the work, or upon termination of this Contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

**3.7 Termination.** Notwithstanding any other provision of this Contract to the contrary, CITY may terminate this Contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination.

**3.8 Notices.** Any notice required to be given under this Contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

CITY OF ROSEBURG	<b>Enter Contractor's Name and</b>
City Manager	<b>Mailing Address</b>
900 SE Douglas	
Roseburg, OR 97470	

**3.9 Applicable Laws.** The laws of the State of Oregon shall be used in construing this Contract and enforcing the rights and remedies of the parties.

**3.10 Merger.** There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this Contract. Any amendments to this Contract shall be in writing and executed by both parties.

**CITY OF ROSEBURG**

**(INSERT CONTRACTOR'S NAME)**

\_\_\_\_\_  
**Nicole Messenger, City Manager**  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
**(Name & Title of Person Signing)**  
**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Tax Identification Number**  
**Email:** \_\_\_\_\_

\_\_\_\_\_  
**Amy L. Sowa, Asst. City Manager/City Recorder**

**EXHIBIT "A"**  
**STANDARD CITY CONTRACT PROVISIONS FOR**  
**ENGINEERING, ARCHITECTURAL OR LAND SURVEYING SERVICES**

The following provisions, if applicable, are hereby included in and made a part of the attached Contract for the engineering, architectural or land surveying services between the City of Roseburg and the Contractor named therein as provided for in the Roseburg Municipal Code, the Oregon Revised Statutes and Federal laws, rules, regulations and guidelines:

**1. DISCRIMINATION IN SUBCONTRACTING PROHIBITED; REMEDIES - ORS 279A.110 AND 279A.105:**

**1.1** The Contractor may not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, disabled veterans or emerging small business enterprise certified under ORS 200.055.

**1.2** By entering into the Contract, the Contractor certifies it has not discriminated and will not discriminate, in violation of Subsection 1.1 against any minority, women, disabled veterans or emerging small business enterprise in obtaining any required subcontract.

**1.3** If the Contractor violates the nondiscrimination certification made under Subsection 1.2, the City may regard the violation as a breach of contract that permits the City to terminate the Contract or exercise any remedies for breach permitted under the Contract.

**2. PREFERENCE FOR OREGON GOODS AND SERVICES; NONRESIDENT CONTRACTOR REPORT TO DEPARTMENT OF REVENUE - ORS 279A.120:**

**2.1** As used in this Section,

- (a)** “nonresident contractor” means a contractor that is not a resident contractor.
- (b)** “resident contractor” means a contractor that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid or proposal for the Contract, has a business address in this state, and stated in the bid or proposal for the Contract that it was not a “resident bidder” under ORS 279A.120.

**2.2** For the purposes of awarding the Contract, the City will:

- (a) give preference to goods or services that have been manufactured or produced in Oregon if the price, fitness, availability and quality are otherwise equal; and
- (b) add the percentage increase to the bid of a nonresident bidder equal to the percentage, if any, of the preference given to the Contractor in the same state in which the Contractor resides.

**2.3** If the Contractor is a nonresident contractor and the public contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract and such other information as the Department may require before the Contractor may receive final payment on the Contract. The City shall satisfy itself that the requirement of this Section has been complied with before it issues a final payment on the public contract.

**3. PREFERENCE FOR RECYCLED MATERIALS - ORS 279A.125:**

**3.1** Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider of a quotation and subject to Section 3.2, when procuring goods for any public use, the City shall give preference to the procurement of goods manufactured from recycled materials.

**3.2** The City shall give preference to goods that are considered to be made from recycled materials if:

- (a) The recycled product is available;
- (b) The recycled product meets applicable standards;
- (c) The recycled product can be substituted for a comparable nonrecycled product; and
- (d) The recycled product's cost does not exceed the cost of a comparable nonrecycled product by more than five percent, or a higher percentage if a written determination is made by the City.

**4. PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES - ORS 279B.220:** The Contractor shall:

**4.1** Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the performance of the work provided for in the Contract.

**4.2** Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

4.3 Not permit any lien or claim to be filed or prosecuted against the City or any subdivision thereof on account of any labor or material furnished.

4.4 Pay to the Department of Revenue, all sums withheld from employees pursuant to ORS 316.167.

5. **PROHIBITION OF DISCRIMINATORY WAGE RATES BASED ON SEX – ORS 652.220:** The Contractor shall not:

5.1 Discriminate between employees on the basis of a protected class in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills;

5.2 Pay wages or other compensation to any employee at a rate greater than that at which the employer pays wages or other compensation to employees of a protected class for work of comparable character, the performance of which requires comparable skills. This section does not apply where:

- (a) Payment is made pursuant to a seniority or merit system which does not discriminate on the basis of a protected class; or
- (b) A system measures earnings by quantity or quality of production, including piece-rate work; or
- (c) Travel is necessary and regular for the employee; or
- (d) Education, training, experience, or any combination of factors account for the entire compensation differential.

5.3 Discriminate in the payment of wages or other compensation against any employee because the employee has filed a complaint in a proceeding, has testified or is about to testify, or because the employer believes that the employee may testify in any investigation, proceedings or criminal action pursuant to ORS 652.210 to 652.235.

6. **SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL - ORS 279B.225:** If the Contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

7. **PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES - ORS 279B.230:**

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

from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**7.2** The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under the Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage that complies with ORS 656.126 for their workers. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

**8. HOURS OF LABOR - ORS 279B.235:** This Section does not apply to public contracts for goods or personal property.

**8.1** No person shall be employed for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except for contracts for personal services, the employee shall be paid at least time and a half pay for:

- (a) All overtime in excess of eight hours a day or forty hours in any one week, when the work week consists of five consecutive days, Monday through Friday; or
- (b) All overtime in excess of ten hours a day or forty hours in any one week, when the work week is four consecutive days, Monday through Friday; and
- (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020, or all holidays specified in a collective bargaining agreement.

**8.2** For personal services contracts, employees shall be paid at least time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

**8.3** The Contractor must give notice to employees who perform work on this Contract, in writing, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, the number of hours per day and days per week that the employees may be required to work.

**9. EXCLUSION OF RECYCLED OILS PROHIBITED - ORS 279B.240:** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

10. **STANDARDS:** By entering into the Contract, Contractor agrees to perform the services hereunder in accordance with generally accepted standards applied by professionals of Contractor's caliber.
11. **CONSEQUENCES FOR FAILURE:** Contractor understands that failure to meet established performance standards result in consequences including, but not limited to:
  - (a) reducing or withholding payment;
  - (b) requiring the Contractor to provide, at Contractor's own expense, additional services identified in the scope of work to meet the established performance standards; or
  - (c) declaring a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or other applicable law.
12. **COMPLIANCE WITH LAWS:** Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in performance of this Contract.

**EXHIBIT "B"**  
**FEDERAL CONTRACT PROVISIONS FOR**  
**AIRPORT IMPROVEMENT PROGRAM PROJECTS**

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## **ACCESS TO RECORDS AND REPORTS**

### **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## **BREACH OF CONTRACT TERMS**

### **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **BUY AMERICAN PREFERENCE**

### **BUY AMERICAN PREFERENCE**

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

## **Certificate of Buy American Compliance for Manufactured Products**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

## **CIVIL RIGHTS - GENERAL**

### **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **CIVIL RIGHTS – TITLE VI ASSURANCE**

#### **Title VI Solicitation Notice:**

The **City of Roseburg**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

**Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Roseburg or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any

information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City of Roseburg or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the City of Roseburg will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City of Roseburg or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City of Roseburg to enter into any litigation to protect the interests of the City of Roseburg. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs

or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **CLEAN AIR AND WATER POLLUTION CONTROL**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

#### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **COPELAND “ANTI-KICKBACK” ACT**

### **COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## **DEBARMENT AND SUSPENSION**

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

## **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **DISADVANTAGED BUSINESS ENTERPRISE**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Roseburg to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

### **DISADVANTAGED BUSINESS ENTERPRISES**

#### **Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29) –** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from City of Roseburg. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Roseburg. This clause applies to both DBE and non-DBE subcontractors.



## **DISTRACTED DRIVING**

### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **ENERGY CONSERVATION REQUIREMENTS**

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

## **DRUG FREE WORKPLACE REQUIREMENTS**

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency.

## **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **PROHIBITION of SEGREGATED FACILITIES**

### **PROHIBITION OF SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **RIGHT TO INVENTIONS**

### **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **SEISMIC SAFETY**

### **Professional Service Agreements for Design**

#### **SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of

compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## **TAX DELINQUENCY AND FELONY CONVICTIONS**

### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- 1) The applicant represents that it is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is not ( ✓ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **TERMINATION OF CONTRACT**

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 10 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **TRADE RESTRICTION CERTIFICATION**

### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **VETERAN'S PREFERENCE**

### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



**EXHIBIT “C”  
RFQ NO. PW-21-01**

**DESCRIPTION OF SERVICES**

The following is a sample listing of the types of services that may be required during the completion of the Design, Engineering, Environmental, Planning, and Consulting services for Roseburg Regional Airport facility improvements.

The City is seeking qualified engineering and related professional services necessary to:

- Development of federal grant applications for FAA-eligible projects
- All phases of design and construction related services including environmental analysis, pre-design, final design, full service construction administration, inspection, and testing in accordance with established procedures and guidelines for airport improvement projects
  - Coordinate and attend pre-design meeting with FAA and City
  - Provide environmental analysis to the required level for each project (not to include Environmental Assessment or Environmental Impact Statement)
  - Provide geotechnical investigation and analysis and pavement and other non-destructive testing and analysis required for the design
  - Collect engineering data including survey data. Complete required architectural, engineering and environmental studies associated with airport projects.
  - Prepare all necessary engineering reports.
  - Perform environmental and permitting services as required
  - Prepare all required phasing and safety plans.
  - Coordination with FAA on design approvals and any design exceptions
  - Preparation of construction bid packages meeting City and FAA requirements
  - Preparation of cost estimates
  - Provide assistance during bidding process, including coordination of pre-bid meeting (if needed), answering technical questions and preparing any addenda.
  - Review bids and provide engineer’s recommendation to award or reject.
  - Coordinate FAA approval of bid award.
  - Perform construction management services including construction engineering, submittal review, inspection, coordinate pre-construction meeting, contractor coordination and progress meetings, inspection reports, preparing any contract related documents such as RFI’s, clarifications, change orders, progress payments, clarifications, and final documentation.

- Prepare as-built documents as required – including AGIS updates if required.
- Prepare and submit AIP grant quarterly reports and grant closeout documentation to FAA for approval.
- Update Airport Layout Plan as required.
- Provide coordination with FAA as required
- Assist with easement/property acquisition as required
- Assist with compliance with FAA DBE program and reporting.
- Assist in preparation of CIP data sheets for submittal to FAA and ODA.
- Other miscellaneous services as required

Work to be performed will be authorized by individual task orders over a 5 year period from the date of execution of the contract. Specific projects will be detailed and managed in separate task orders to the Master Contract. Standards, formats, and specifications for the deliverables will be outlined in each task order. Project tasks may range in scope from a few hours to several months to complete. Start and completion dates for services will be negotiated. In most instances, an independent fee estimate may be performed during the negotiation process prior to the award of the task order.

The Roseburg Regional Airport is a vital part of the national airport system, as well as an integral component of the transportation infrastructure that serves the City, Douglas County, and Southwest Oregon. The Airport, along with its aviation-related businesses and facilities, represents a vital and significant regional economic asset. In addition to many aviation-related assets, the Airport also provides benefits to local business and industry, promotes tourism, and encourages additional business development and expansion throughout the City and surrounding communities.

The City completed an update to the Airport Master Plan in 2018, which includes numerous capital improvement projects. The City intends to implement the findings and recommendations described in the capital improvement program subject to approval and receipt of FAA grants and City Council authorization.

This RFQ addresses the following specific projects included in the City’s 2022-2026 FAA CIP approval letter, along with the other general services listed above for the next 5 years.

FFY 2022	Extend Taxiway A: Phase I – Design
FFY 2024	Extend Taxiway A: Phase II – Construction
FFY 2025	Rehabilitate Runway 16/34: Phase I - Environmental & Design
FFY 2026	Rehabilitate Runway 16/34: Phase II - Construction

The following project has been submitted to FAA for consideration for federal fiscal year 2027.

FFY 2027	Aviation Reserve 1: Phase I – Design & Construction
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These projects are shown for planning purposes only and may be modified in both scope and time based on receipt of FAA grants and City Council authorization. Other projects identified in the Airport's adopted Master Plan may be included during the term of the contract.

**EXHIBIT “D”  
RFQ NO. PW-21-01**

**MINIMUM QUALIFICATIONS**

1. Proposer must be licensed pursuant to state law and if awarded a contract pursuant to this RFQ, proposer must register to do business in the City of Roseburg prior to work being performed under the contract.
2. Proposer must not be disqualified by the City, the Department of Administrative Services or the State Contractor’s Board from working on public contracts.
3. Proposers must have professional qualifications, experience, competence, and knowledge of designing and completing federally funded airport and airport related projects in accordance with Federal Aviation Administration regulations, policies, and procedures.
4. Proposers must be able to complete a project in a timely manner. Proposers must demonstrate a record of timely past performance of projects of similar scope listed in Exhibit “C”.

**Note:**

**FAILURE TO MEET THE FOREGOING MINIMUM QUALIFICATIONS OR OTHER REQUIREMENTS SET FORTH IN THIS RFQ MAY CONSTITUTE A SUBSTANTIAL NON-CONFORMANCE AND EXCLUDE FURTHER CONSIDERATION OF THE SOQ.**

**EXHIBIT “E”  
RFQ NO. PW-21-01**

**EVALUATION CRITERIA**

To ensure equitable evaluation of the SOQs, CITY will use weighted evaluation criteria as indicated in the following table. A selection committee will evaluate each responsive SOQ to determine the responsible proposer whose SOQ the City determines to be the most advantageous to the City based on the evaluation process and criteria below. Interviews may be required at the City’s discretion as described in Section 14. Unless negotiations are conducted as provided in Section 14 of the RFQ, the contract will be awarded to the proposer with the highest overall score.

SOQ Substantially Complies with all RFQ requirements.

Yes\_\_\_ No\_\_\_ If No, indicate the manner in which the SOQ is non-conforming.  
Non-conforming SOQs will not be considered for award:

<b>Evaluation Criteria</b>	<b>Scoring</b>
<b>Proposer Qualifications</b>	<b>30</b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Key personnel’s professional qualifications, experience, availability and role for the proposed projects; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies and procedures.</li> <li><input type="checkbox"/> Organized Approach to Work Assignments.</li> <li><input type="checkbox"/> Ability to Manage the design and construction process, and furnish qualified inspectors for construction inspection.</li> </ul>	
<b>Experience</b>	<b>45</b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Quality of projects previously undertaken and capability to complete projects without having major cost escalations.</li> <li><input type="checkbox"/> Demonstrate understanding of the project’s potential challenges and special concerns.</li> <li><input type="checkbox"/> Capability to perform all or most aspects of the projects and recent experience in airport projects comparable to the projects proposed.</li> <li><input type="checkbox"/> Degree of interest shown in undertaking the projects and familiarity with the geographic location.</li> </ul>	
<b>Schedule and Availability</b>	<b>15</b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Demonstrate ability to meet project schedules and deadlines.</li> </ul>	
<b>References</b>	<b>10</b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> References/Experience of Firm</li> <li><input type="checkbox"/> Prior Work with City</li> </ul>	
<b>SOQ Score</b>	<b>0 - 100</b>