

REQUEST FOR PROPOSALS



CITY OF MOLALLA, OREGON
URBAN RENEWAL AGENCY
MOLALLA POLICE DEPARTMENT FACILITY
117 N. MOLALLA AVE., PO BOX 248
MOLALLA, OR 97038
(503)829-6855, FAX (503)829-3676

RFP NO: 2021-02
SEPTEMBER 9, 2021

Project: New Police Facility Consultant Services or Construction Management

PROPOSALS DUE
OCTOBER 12, 2021 2:00 PM

LATE PROPOSALS WILL NOT BE ACCEPTED

A pre-proposal conference will be held on September 21st at 2:30PM, in Molalla City Hall Conference Room, 117 N. Molalla Ave, Molalla, OR 97038. The meeting is designed to allow Proposers an opportunity to ask questions about the selection process, the program and tour the site.

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CITY OF MOLALLA
URBAN RENEWAL AGENCY
NEW MOLALLA POLICE DEPARTMENT

REQUEST FOR PROPOSAL
CONSTRUCTION MANAGEMENT SERVICES

I. Objectives

The City of Molalla Urban Renewal Agency is seeking to obtain the services of a construction manager to assist in developing the design for and eventual construction of a new Molalla Police Facility. The awarding of a contract to provide construction management services will not impact the decision-making process related to awarding a contract to provide full architectural and engineering design.

II. Background and Scope of Work

The Current Police Facility, formerly the fire department, was renovated to become City Hall/Police Department. It was built prior to 1950 and has approximately 2,300 sq. feet of work/office space.

A new facility is being planned to accommodate current needs. The anticipated workspace needed would be approximately 17,500 sq. feet.

The Molalla Police Department, through the Molalla Urban Renewal Agency, is requesting the services of Professional Construction Management Firm (hereafter CM) to assist in the design and construction of this new facility. We will be hiring an architectural and Engineering firm to create the design, and we expect the Construction Management Firm to work closely in this process.

III. CM Responsibilities

3.1 General: The CM will provide technical and managerial staff assistance to the Agency for the specific tasks described hereunder for the program.

3.1.1 Act as the Agency's representative as directed during all phases of the plan. Provide services that are in the Agency's best interest as assigned.

3.1.2 Generate and contribute throughout all phases of the management plan informational reports as needed detailing project progress, schedule, and financial status as directed.

3.1.3 Attend meetings as a representative of the Agency as directed.

3.1.4 Maintain related records, documentation, design data, drawings, correspondence, etc., pertaining to the program(s).

- 3.1.5 Provide management advice, assistance, and adherence of all public entity rules and regulations and meet with municipal authorities having jurisdiction as directed.
- 3.1.6 Coordinate material specification submittals and selections with Agency's staff to assure installation of low maintenance products and highest life cycle value.
- 3.1.7 Provide regular/scheduled presentations/tours to the Agency and City staff in addition to written summations as directed.
- 3.1.8 Assist the Agency select the Architect and other Professionals required to complete the program.
- 3.1.9 Assist the Agency and City select GC Firms to complete the project.
- 3.2 Pre-Design Phase Activities
 - 3.2.1 Assist and advise in development of an overall management plan for each assigned project to include detailed budget and schedules for each project.
 - 3.2.2 Assist and advise in establishing for each assigned project the contract packaging strategy including possible early, late, or other separate contract awards, and those items to be contracted directly by the Agency.
 - 3.2.3 Advise in development of project accounting and reporting procedures in support of the Agency management information and accounting needs within the Agency accounting system.
- 3.3 Design Phase Activities
 - 3.3.1 Assist and advise in administration of the design consultant agreements.
 - 3.3.2 Assist and advise in the implementation of cost monitoring, saving, value engineering, and control procedures.
 - 3.3.3 Monitor design and construction progress for conformance to the master schedule milestones and update/revise the master schedule as required.
 - 3.3.4 Provide Agency with various proven construction options and implement methods selected by Agency that may involve cost savings, accelerated construction, or other benefits to the Agency.
 - 3.3.5 In conjunction with the Architect assist and advise the Agency in preparation of the construction bid packages.

3.3.6 As necessary assist the Agency receiving and evaluating the bids and make recommendations regarding contract award.

3.4 Construction Phase Activities

3.4.1 Assist in preparation and implementation of procedures for administration Of the construction contract by both the architect and Agency.

3.4.2 Coordinate and expedite the processing of contractor requests for information, change proposals, change orders, and time extension requests.

3.4.3 Evaluate and recommend Agency action regarding requests for information, change proposals, change orders, and time extension requests.

3.4.4 Analyze contractor's claims, if any, and recommend Agency action.

3.5 Close-Out Phase Activities

3.5.1 Coordinate contract substantial completion and expedite closeout/punch list activities on assigned projects to include oversight of O&M manual formulations and "As-Builts" as needed.

3.5.2 Coordinate as needed Police Department occupancy of completed facilities.

IV. REQUIRED RESPONSES

Proposal Submission

Proposers must submit one (1) original and four (4) complete copies of the proposal RFP Title: NEW POLICE FACILITY, Construction Management Services, to Darlene Bishop, City of Molalla, PO Box 248, Molalla, OR 97038 not later than 2:00pm on October 12, 2021. PROPOSALS MUST BE TIME-STAMPED AT MOLALLA CITY HALL BY THE STATED DEADLINE. All proposals that are not time-stamped by the deadline will be considered late and shall be rejected.

Proposals shall be submitted in a sealed and appropriate mailing container (such as an envelope) appropriately marked with the Proposal title, RFP number, and the return name and address of the Proposer. If the requested number of copies does not fit into the appropriate mailing container, enclose all copies in a box, seal it and attach a label on top with the appropriate information. Please use the minimum amount of tape necessary to seal the mailing container.

A Pre-proposal conference will be held on September 21, 2021 at 2:30PM in the conference room located at the City of Molalla City Hall, 117 N. Molalla Ave., Molalla, OR 97038. The meeting is designed to allow Proposers an opportunity to ask questions about the RFP, program and tour the site.

In addition to the certifications required in Section V and the Pricing data required in Section VI, the following information must be included in proposals provided in response to the RFP. Failure to provide requested data will be grounds, at the Agency's sole discretion, to reject a proposal.

There is no intent to limit the contents of any proposal. Any additional information that a Proposer deems appropriate should be included and submitted as an alternate and submitted separately from the required submissions.

Information Required:

4.1 Firm History

4.1.1 Name of firm.

4.1.2 Location of principal and branch offices.

4.1.3 Length of time in business.

4.1.4 Firm ownership structure.

4.1.5 Annual Construction management volume for each of the past five years.

1) Number of projects.

2) Total construction volume.

3) Did your firm act as an overall management firm or specific project management?

4.2 Personnel

4.2.1 Provide a list of the total number of firm's local personnel, other than secretarial/clerical, by professional or skill groups from which services can be provided to the Agency.

4.2.2 Provide a list of the types of specialized services available that will be part of your team, such as but not limited to estimating, value engineering analysis, scheduling, or computer services. Please state if these services will be provided in-house or from outsourcing.

4.3 Experience

4.3.1 List comparable public safety projects which you have provided overall project and project specific construction management services during the past five years

(particularly in the general Portland area). The following information is required on each completed project:

- 1) Project name and address.
- 2) Year begun and completed.
- 3) Type of project – new, renovation, addition, or replacement.
- 4) Type of project delivery, i.e., design-bid-build, CM/GC etc.
- 5) Construction Cost and square foot data.
- 6) References to include contract person, position, and telephone number.
- 7) Specify whether overall project or project specific management was provided.

4.4 Project Staffing

- 4.4.1 Identify your company's proposed management staff for the project.
- 4.4.2 Provide an organizational chart identifying all your key staff members, their responsibilities in the project, and show how each interacts with other staff members assigned to this project.
- 4.4.3 For each key staff member, please include a detailed resume which summarizes:
 - 1) Education, including name of institution, field of study, degree(s) earned and year(s) received.
 - 2) Professional registration(s) and/or professional society membership(s).
 - 3) Construction experience.
 - 4) Construction Management project experience in specific project delivery methods.

4.5 Services

- 4.5.1 Describe your scope of pre-construction services and how they are provided, with specific attention to the first budget estimates, methods of cost control, scheduling, value engineering, and the method of reporting project status and schedule position.
- 4.5.2 Describe your scope of construction phase services and detail how they are provided, with specific attention to the first budget estimates, methods of cost control, scheduling, value engineering, and the method of reporting project status and schedule position.
- 4.5.3 Describe your scope of post-construction phase services and detail how they are to be provided.
- 4.5.4 Describe your firm's methods of working with the project Architects/Engineers, consultants, and other planning team members.

4.5.5 Describe your firm's method of coordinating the efforts of the various trade contractors and combination of contractors.

4.6 CM/GC Experience

The Agency intends to utilize the CM/GC to complete the project. Provide project descriptions for CM/GC projects completed for Public Agencies in the Pacific Northwest in the last 5 years.

PROPOSAL:

V. CERTIFICATIONS

CERTIFICATION OF UNDERSTANDING OF REQUEST FOR PROPOSAL

The undersigned offers and agrees to furnish all materials, supervision, and personnel to the City of Molalla Urban Renewal Agency for CONSTRUCTION MANAGEMENT SERVICES in accordance with Request for Proposal No. 2021-02.

Acknowledgement of Addendum: None _____ 1. _____ 2. _____ 3. _____

The undersigned further certifies that he/she has read, understands, and agrees to abide by all terms and conditions of this Request for Proposal if awarded the contract to furnish CONSTRUCTION MANAGEMENT SERVICES for the City of Molalla Urban Renewal Agency.

The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age, or other non-job-related factors as per ORS 659 and U.S.C. 2000e.

FIRM NAME: _____

BY: _____ TITLE: _____

BY: _____ DATED: _____

MAILING ADDRESS: _____

TELEPHONE NO. _____ FAX NO. _____

VI. PRICING

6.1 GENERAL

6.1.1 Payments to CM: The CM will submit monthly billings, as specified in this RFP, Defining personnel hours and resulting costs. Hourly rates will be billed at the rates provided in the Cost Sheets listed in Appendix A. The rates provided in the Cost Sheets should include Proposer's overhead and profit.

Not to Exceed: The Agency does not plan to enter a fixed price contract as a result of this RFP. The bottom-line total cost provided on the Cost Sheet is a "Not to Exceed" price. Costs may move between tasks, but the total cost cannot exceed "Total Estimated Cost" on the Cost Sheet, except as modified in final negotiations.

6.1.2 Additional Costs

6.1.2.1 Reimbursables: The reimbursable costs required on Line 4 of the Project Cost Sheet are understood to represent estimates: Expenditures in addition to these estimates will require prior Agency approval.

6.1.2.2 Added Tasks: If, during the project, the Agency proposes to add projects to the CM's responsibilities, or to modify the assigned tasks as defined by this RFP and final negotiations, the CM and the Agency will negotiate mutually agreeable cost changes, using the rates in the Cost Sheet as a basis.

VII. SELECTION PROCESS

The Selection process will be based on the competitive proposals submitted in response to this RFP. The selection committee members will review all complete, responsive, and timely received proposals. The selection committee will consist of not less than three (3) knowledgeable individuals ("Evaluators".)

The evaluation of proposals will be based on the following criteria:

- | | | |
|----|---|-----------|
| 1) | Pertinent experience of the firm | 15 points |
| 2) | Experience of the firm's personnel | 20 points |
| 3) | Commitment of specific personnel to the project | 20 points |
| 4) | Understanding of Agency need | 10 points |
| 5) | Proposed services and staffing | 15 points |
| 6) | Cost | 20 points |

The Agency and its designated committee members will be the sole judge of the merits of each proposal. The committee will select a limited number of finalists for interview prior to final selection.

VIII. TERMS AND CONDITIONS

The selection committee will review submitted proposals and, following selection, the Molalla Urban Renewal Agency (MURA) will enter a contract with the chosen company. All submissions become the property of the MURA. Submissions must be received no later than 2:00 PM on October 12, 2021.

Please submit one (1) original and four (4) copies of the proposal to:

Darlene Bishop
City of Molalla
PO Box 248
Molalla, OR 97038

For questions, please call or email:

Darlene Bishop
503-759-0291
dbishop@cityofmolalla.com

Appendix A



Proposed Site for New Molalla Police Facility
1.15 Acres, Former Molalla Bowl, 150 Grange Street, Molalla, OR 97038

PROJECT COST SHEET

Project: New Police Facility

Planned Duration

Weeks: 6	Weeks: 10	Weeks: 19	Weeks: 28	
Hire Design Team	Design and Construction Document Phase	Approvals and Bidding Phase	Construction Phase	Total Costs

STAFFING PLAN

1	Program Manager					
	Hours					
	Fee					
2	Project Manager					
	Hours					
	Fee					
3	Administrative Services					
	Hours					
	Fee					

Estimated Cost

4 Estimated Reimbursables

Personal Services Agreement

SHORT TITLE OF WORK PROJECT: _____

This contract is between the City of Molalla, Oregon, Urban Renewal Agency, hereafter called "Agency", and _____: hereafter called "Contractor". The Agency's Project Manager is _____.

Effective Date and Duration:

This contract shall become effective on _____ (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on _____.

Statement of work:

- a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
- b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration:

- a) Agency agrees to pay Contractor a sum not to exceed _____ for accomplishment of the work.
- b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2-4

CONTRACTOR DATA

Name (please print): _____

Address: _____

Social Security #: _____

Federal Tax ID #: _____ State Tax ID #: _____ Business License #: _____

Business Designation (check one): Individual Sole Proprietorship Partnership
 Corporation Limited Liability Co (LLC) Estate/Trust Public Service Corp.
 Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 2G percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance with the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor:

_____	_____
Signature/Title	Date

URBAN RENEWAL AGENCY SIGNATURES

Approved by Purchasing Agent:	_____	_____
	Director	Date

Approved as to Form		
By Legal Counsel:	_____	_____
	Legal Counsel	Date

**CITY OF MOLALLA, URBAN RENEWAL AGENCY
STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL SERVICES**

1. Access to Records:

The contractor shall maintain, and the City or Molalla Urban Renewal Agency (“Agency”) and its duly authorized representatives shall have access to the 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 transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the Agency.

2. Audits:

- a) The Agency, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time during the agreement and during the three (3) year period established by Section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- b) If an audit discloses that payments to the Contractor were more than the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the Agency.
- c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the Agency may pursue remedies provided under Section 5, **Early Termination of Agreement** and Section 7, **Remedies**.

3. Effective Date and Duration:

The passage of the contract expiration date (as recorded on Page 1) shall not extinguish, prejudice, or limit either party’s right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Order of Precedence:

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the Agency, if any, and the Contractor’s proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contractor’s terms and conditions, b) the Agency’s RFP, and c) the Contractor’s proposal in response to the RFP.

5. Early Termination of Agreement:

- a) The Agency and the Contractor, by mutual written agreement, may terminate this Agreement at any time.
- b) The Agency, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

c) Either the Agency or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time hereafter by giving a written notice of termination.

6. Payment on Early Termination:

- a) In the event of termination, under subsection 5 a) or 5 b), **Early Termination of Agreement** hereof, the Agency shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- b) In the event of termination under subsection 5 c), **Early Termination of Agreement** hereof, by the Agency due to a breach by the Contractor, then the Agency shall pay the Contractor as provided in subsection (a) of this section.
- c) In the event of termination under subsection 5 c), **Early Termination of Agreement** hereof, by the Agency due to a breach by the Contractor, then the Agency shall pay the Contractor as provided in subsection a) of this section, subject to set off excess costs, as provided for in section 7(a), **Remedies**.
- d) In the event of early termination, all the Contractor's work product will become and remain property of the Agency.

7. Remedies:

- a) In the event of termination under subsection c) **Early Termination of Agreement**, hereof, by the Agency due to a breach by the Contractor, then the Agency may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay the Agency the amount of the reasonable excess.
- b) The remedies provided by the Agency under Section 5, **Early Termination of Agreement**, and Section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The Agency also shall be entitled to any other equitable and legal remedies that are available.
- c) In the event of breach of this Agreement by the Agency, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Section 5 c), **Early Termination of Agreement** and Section 6 b), **Payment on Early Termination**.

8. Assignment:

Contractor shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the Agency, Notwithstanding Agency approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Agency shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if _____ are employed in the _____ of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Worker's Compensation.

9. Compliance with Applicable Law:

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations, all of which are incorporated by this reference.

Contractor shall complete Exhibit B, Independent Contractor/Worker’s Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof. **Contractor is required to obtain a City of Molalla Business License.**

9a. Indemnity – Claims for Other than Professional Liability:

Contractor shall defend, save, and hold harmless the Agency, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from, or arising out of the activities of Contractor or its subcontractors, agents, or employees under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the Agency for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the Agency.

9b. Indemnity – Claims for Professional Liability:

Contractor shall defend, save, and hold harmless the Agency, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents, or employees in performance of professional services under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the Agency for claims or losses caused by the negligence of the Agency.

9c. Indemnity – Standard of Care:

If Contractor’s services involve engineering or consulting, the standard of care applicable to Contractor’s service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance:

Exhibit C is hereby referenced and made a part of this contract.

11. Ownership of Work Product:

All work products produced by the Contractor under this contract is the exclusive property of the Agency. “Work product” shall include, but not be limited to, research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Contractor and the Agency intend that such work product shall be deemed “work made for hire” of which the Agency shall be deemed the author. If for any reason a work product is deemed not to be a “work made for hire,” the Contractor hereby irrevocably assigns and transfers to the Agency all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the Agency. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction, or limitation on use of subsequent modifications. If the Contractor is an architect, the

work product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the Agency an exclusive and irrevocable license to use that work product.

12. Nondiscrimination:

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. Successors in Interest:

The provisions of this contract shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability:

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

15. Waiver:

The failure of the Agency to enforce any provision of this contract shall not constitute a waiver by the Agency of that or any other provision.

16. Errors:

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

17. Governing Law:

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving questions arising under this contract must be brought in the appropriate court in Clackamas County, Oregon.

18. Amendments:

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Purchasing Agent to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the Agency Board to be valid.

19. Business License:

The Contractor shall obtain a City of Molalla Business License prior to beginning work under this Agreement. The Contractor shall provide a Business License number in the space provided on page one (1) of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law during the full term of this contract. Failure to comply may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law.

20. Prohibited Interest:

- a) No Agency officer or employee during his or her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- b) No Agency officer or employee who participated in the award to this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors:

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials, or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the Agency or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the Agency's prior written consent.

Merger Clause:

THIS CONTRACT WITH ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (Selected by Agency Project Manager)

22. Arbitration: _____ Applicable _____ Not Applicable (consult with Agency Attorney's Office before finalizing as applicable).

- a) Any dispute arising out of in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the Agency within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Clackamas. The arbitrator shall be selected with thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Molalla, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for Clackamas County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the Agency. Insofar as the Contractor and the Agency legally may do so, they agree to be bound by the decision of the arbitrator.
- b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the Agency shall make payments as required by the Agreement for undisputed portions of work.

23. Progress Reports: _____ Applicable _____ Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: _____ Applicable _____ Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated. If applicable, list selected personnel in Exhibit A. The Contractor shall not change personnel assignments without the prior written consent of the Agency.

25. Subcontractors: _____ Applicable _____ Not Applicable

The Contractor shall assign the following subcontractors to perform work in the capacities designated. If applicable, list selected subcontractors in Exhibit A. The Contractor shall not change subcontractor assignments without the prior written consent of the Agency.



City of Molalla Business License Application

City of Molalla _____New _____Renewal
 PO Box 248 _____Change of Ownership
 Molalla, OR 97038 _____Business Relocation
 503-759-0291
 Fax: 503-829-3676

Please Print or Type:

Business Name: _____ Date: _____

Business Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Business Phone: _____

Nature of Business: _____

Do you have employees: ___Yes ___No Are you self-employed? ___Yes ___No

Owner /Manager Name: _____ Owner Contact Phone: _____

Owner/Manager Address: _____

City: _____ State: _____ Zip: _____ Email: _____

Is your business located within the Molalla city limits? ___Yes ___No

Is your business a home occupancy? ___Yes ___No

Are you a contractor or sub-contractor? ___Yes ___No

Are you a categorical use business? ___Yes ___No

Do you have a grease trap? ___Yes ___No

Sewer Classification (See Reverse of Form): _____

Do you have an alarm? ___Yes ___No

Business Emergency Contact and Phone Number _____

Total License Fee(s): New License \$100.00/\$50.00 after July 1st Renewal \$70.00/\$35.00 after July 1st License expires December 31 of each year.

Departmental Review: (Inspection may be required)

Planning Department _____ Police Department _____

Fire Department _____ Public Works _____

A valid business license is required for business operation in the City of Molalla (Molalla Municipal Code (MMC) Chapter 5.24). City issuance of a business license is neither an indication of compliance with, nor the waiver of other applicable requirements of the MMC, including, but not limited to, the requirements of MMC Title 8, Title 13, Title 15, Title 17 and Title 18.