



REQUEST FOR PROPOSAL

Street Striping Services Annual and On-Call Work

Lake Oswego Public Works Department

Request for Services Proposal:

The City of Lake Oswego street system includes 178 miles of roadway that must be maintained to ensure safety and drivability. Part of the ongoing maintenance includes striping and pavement marking work that is completed on an annual basis.

Pursuant to the Lake Oswego Public Contract Rules, a Proposal is requested for **Street Striping Services**, as more particularly described in the attached Specifications. This includes centerline and fog line striping work, as well as Methyl Methacrylate (MMA) traffic paints which are two-component liquid pavement marking/traffic striping materials that consist of a MMA resin (pigmented) and a catalyst. MMA pavement marking work for crosswalks, turn lanes, stop bars, and other roadway markings, as determined by the City.

This Contract is for an annual period of time, with **up to four annual renewals** (subject to the City's right to terminate renewal). Upon any renewal, the annual Contract Amount (or if unit prices are stated, then the unit price for each item) for the renewal term shall be adjusted by not more than the percentage increase of the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year.

"Piggyback Provision": The selected Contractor will agree to extend the opportunity to all public agencies within 15 miles of the site or delivery of the work for this solicitation to purchase any Products or Services covered under this Contract at the same terms and provisions of the Contract, and at the prices as specified in Contractor's Price. Each public agency shall execute its own contract with Contractor.

Submission of Proposal: Please submit written or electronic Proposal as follows:

Date and Time* for Submission: **Monday, May 20 2024**
Person to Receive Proposal: **Jim Bateman, Assistant Public Works Director**
c/o Patricia Wright
Telephone Number to confirm receipt of Proposal: **503-534-5675**

Electronic:

The submitter is urged to submit the electronic Proposal to jbateman@lakeoswego.city at least 2 business hours prior to the deadline for submission. If a "reply confirmation" of receipt of Proposal is not received by the submitter 1 business hour prior to the deadline for submission, it is the submitter's responsibility to telephone the person named above to assure receipt of Proposal.

Mail (*Early Submission Deadline):

Mailed Proposal must be received and in the below PO Box by the time the City collects the mail from the PO Box (at or shortly after 8 am.). Proposal not in the PO Box when the City collects the mail from the PO Box will be deemed a late submission. It is the submitter's risk on when post office personnel will place mailed Proposals in the PO Box.

Mailing Address: Jim Bateman, Assistant Public Works Director
c/o Patricia Wright
Lake Oswego Public Works
P.O. Box 369
Lake Oswego, OR 97034

Physical Address: Lake Oswego Public Works Department
Attn: Jim Bateman, Assistant Public Works Director
c/o Patricia Wright
17601 Pilkington Road
Lake Oswego, OR 97035

Note: The risk of error or loss in delivery is upon the person submitting the Proposal.

If you will not be submitting a Proposal, it would assist us for the future if you could let us know why.

Proposal Conformance to Solicitation Requirements

Proposal must follow the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of Submitter’s Proposal.

All responses must be made in the format outlined in Exhibit B. Failure to comply with or complete any part of this RFP may result in rejection of Submitter’s Proposal. The Proposals must be responsive to the Request for Proposal to be considered.

Submitter Questions Regarding RFP Direct to Project Manager

Please contact the Project Manager:

Jim Bateman
Assistant Public Works Director
503-534-5682
[Email jbateman@lakeoswego.city](mailto:jbateman@lakeoswego.city)

Questions must be submitted at least 3 business days before the “Proposal Due Date” stated in Anticipated Solicitation and Award Schedule below. If the answer requires an addendum to the RFP to be provided to all persons who have received this RFP, the addendum can be issued within 2 business days prior to the “Proposal Due Date” stated in Anticipated Solicitation and Award Schedule below.

Anticipated Solicitation and Award Schedule

The Anticipated Solicitation and Award Schedule is, subject to change:

Anticipated Solicitation and Award Schedule	
Item	Date
Distribute RFP	Monday, April 29, 2024
Questions for Clarification	Monday, May 6, 2024
Proposal Due at 3:30 PM	Monday, May 20, 2024
Notice of Intent to Award	Thursday, May 23, 2024
Award Service Contract*	Monday, June 3, 2024
Commencement of Services	Monday, July 1, 2024

*Note: Date of award of contract may be shortened or extended, as necessary to negotiate proposed modifications to contract by the presumptive Contractor.

Submitter Withdrawal of Proposal

Any Proposal may be withdrawn at any time before the "Proposal Due" date and time specified in the **Anticipated Solicitation and Award Schedule** above by providing written request for the withdrawal of the Proposal to the City Project Manager. The request shall be executed by a duly authorized representative of the Submitter. Withdrawal of a Proposal will not prejudice the right of the Submitter to file a new Proposal.

Rejection of Proposal/Cancellation of Solicitation

The City reserves the right to reject any or all Proposal. The City may reject any Proposal not in compliance with all prescribed public proposing procedures and requirements and may reject any or all Proposal upon a finding of the City that it is the public interest to do so. However, the City also reserves the right to waive any non-material irregularities or information in any Proposal.

Receipt and evaluation of Proposal do not obligate the City to award a contract.

Duration of Proposal

All submitted Proposal shall be effective for sixty (60) days following the deadline for submission of Proposal.

Deadline for Submission of Proposal

The deadline to submit the Proposal is stated in the "Anticipated Solicitation and Award Schedule" table above. Proposal can be submitted in the manner(s) stated in **Submission of Proposal** above, on page one.

Additional Submissions with Proposal

- **Objections to Proposed Contract:** The form of Contract that the successful Contractor will be expected to execute if awarded the contract is included. The submitter should include in the Proposal any objections to the form or terms of the Contract. Any objections shall be considered after a determination of the responsive, responsible Proposal that is the apparent lowest cost to the City. The Project Manager, in consultation with the City Attorney, shall determine if any proposed modifications to the form of Contract are acceptable to the City and do not present material risk to the City or increase the City's costs. If the final negotiated terms are not acceptable to the presumptive Contractor, that Proposal shall be declared not to be responsive, and the next lowest cost, responsive, responsible Proposal, and objections to form of Contract, if any, shall be considered, and so forth in order, until a responsive, responsible Proposal agreeable to execution of a form of Contract acceptable to the City and to the submitter is ascertained.

Right to Negotiate Proposal:

The City may negotiate to clarify a Proposal, or to effect modifications to the item/service requested that will make the Proposal acceptable or more advantageous to the City.

COBID Certification or Subcontractor / Supplier Utilization:

The City of Lake Oswego is supportive of the regional economy, and is committed to solicit and achieve racial, gender, veteran, and emerging small business equity in City procurements. This strategy will be implemented by either utilizing firms certified by the State of Oregon Certification Office for Business Inclusion and Diversity (COBID)¹ or firms that will plan and/or have used COBID subcontractors or purchased from COBID suppliers.

If your firm or Proposal is eligible for points to be awarded based on COBID certification or utilization, **please include in your Proposal one or more of the following:**

- Firm's COBID certification – a utilization plan to employ COBID-certified subcontractors or purchase goods from COBID-certified seller of goods, then the Plan shall be reviewed by the selection committee.

¹ COBID certifies firms based on rules promulgated in OAR 123-200-1000 et seq. COBID Webpage:

<https://www.oregon.gov/biz/programs/COBID/Pages/default.aspx>

- Documentation showing the percentage of COBID-certified subcontractors employed and/or the dollar value of goods purchased from COBID-certified suppliers during past 6 months.

Selection of Successful Proposal:

The person named above, or a Proposal selection committee comprised of city staff, shall review and select from responsive, responsible submitters the Proposal that has the highest points awarded based on method below. (If Proposal Form seeks unit prices of item(s), the estimate of quantities is solely for purposes of determining lowest bid; actual quantities may differ.)

Method of Awarding Cost Points (Maximum 90 points): Proposal will be evaluated based on the cost form presented in Exhibit B. Submitters are asked to present per foot unit prices for the Work Activities stated in the Proposal. Unit prices should include all costs of work, including labor, tools, materials, equipment, mobilization, clean-up, demobilization, and any other overhead costs incurred.

The Proposal prices will be used by the City in hypotheticals based on anticipated work, in order to ascertain the Lowest Cost.

Lowest Cost is awarded 90 points. A higher cost Proposal’s points is the percentage it is higher than the Lowest Cost, deducted from 90 points.

Example: Assume:

- Low Bid: \$99
- Higher Bid: \$105
- Total Points for Cost component: 90 points

Formula:

LB = Low Bid; HB = Higher Bid

$(\$HB - \$LB) / \$LB = .XX$ (rounded). $(100 - XX)\% \times 90$ points = YY Cost Points

Described in Text Steps:

Higher Bid Amount less Low Bid amount = Bid Difference

(Bid Difference divided by Low Bid) X 100 = Percentage bid Difference

$(100 - \text{Percentage Bid Difference})\% \times 90 = \text{Points Awarded to Higher Bid}$

Method of Awarding COBID Points (Maximum 10 points):

- If firm submitting the Proposals COBID certified, then 10 points.
- Submit a utilization plan to employ COBID subcontractors or purchase goods from COBID seller of goods, then the Plan shall be reviewed by the selection committee and the City’s Equity Program Manager. Up to 8 points may be awarded.
- Submit documentation showing the percentage of COBID-certified subcontractors employed and/or the purchase of goods from COBID-certified suppliers during past 6 months, then that percentage x 10 is the number of points awarded. Example: 53% COBID subcontractor dollars = 5.3 points awarded.

TOTAL POINTS: Cost Points + COBID Points

Notice of Intent to Award / Protest:

Notice of Intent to Award the contract shall be issued to each Submitter’s contact person’s email address as provided in OAR 137-047-0610. Any protest of the intended award of contract must be submitted in accordance with OAR 137-047-0740 not less than TWO business days after notice is given.

Award of Contract

Following expiration of the time period to protest the award of contract, or upon final resolution of any protest, if filed, the Contract shall be awarded to the presumptive Contractor. The Contract Documents shall be presented to the presumptive Contractor, which shall have 5 business days to return the Contract Documents to the Project Manager executed by the Contractor. The City will then execute the Contract and provide a copy of the executed Contract to the Contractor.

Public Records / Mark Information Not Subject to Disclosure

Material submitted by the Proposer shall become the property of the City unless otherwise specified.

Proposal materials submitted are “public records” pursuant to ORS 192.311 et seq., and are subject to public disclosure following Notice of Intent to Award, award of contract, or rejection of all Proposal, whichever occurs first, except to the extent the material is exempt from disclosure by law.

Information deemed not subject to public disclosure under ORS 192.311 et seq. or other applicable law should be segregated on separate page(s) and each page marked with the basis for non-disclosure. If a request is made for disclosure of the material on the pages marked for non-disclosure, City shall notify the Proposer and provide an opportunity to provide additional information regarding the basis of the exemption from disclosure, subject to the time limitations imposed upon the City for review and response to requests for disclosure.

Non-Discrimination Statement

This solicitation is open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, age, marital status, handicap, or political affiliation.

Non-Collusion Representation

By submission of a Proposal, the Submitter certifies that the Proposal is made in good faith, without fraud, collusion, or connection of any kind with any other Submitter for the same solicitation; the Submitter is competing solely on its own behalf without connection with, or obligation to an undisclosed person(s) or firm(s).

Public Contract Rules: Except as modified by the terms of this Request for Proposal, the terms and procedures of the Oregon Attorney General Model Rules (OAR chs. 137-046 – 137-047, as appropriate, apply, except as modified by the Lake Oswego Public Contract Rules (LOPCRs). A copy of OAR chs. 137-046 – 137-047 and LOPCRs may be obtained by contacting the Project Manager or at the Lake Oswego City Attorney’s Office website, <http://www.ci.oswego.or.us/cityattorney/lake-oswego-public-contract-index>

[Note: this Exhibit shall be made a part of the Contract following Award of Contract].

EXHIBIT A: Specifications of Services

DESCRIPTION OF SERVICE:

The City of Lake Oswego Public Works Department (City) is requesting competitive Proposal from qualified submitters for pavement striping and marking services on City roadway and other right of way areas. This includes centerline and fog line striping work, as well as Methyl Methacrylate (MMA) traffic paints which are two-component liquid pavement marking/traffic striping materials that consist of a MMA resin (pigmented) and a catalyst. MMA pavement marking work for crosswalks, turn lanes, stop bars, and other roadway markings, as determined by the City.

“Piggyback Provision”: The selected Contractor will agree to extend the opportunity to all public agencies within 15 miles of the site or delivery of the work for this solicitation to purchase any Products or Services covered under this Contract at the same terms and provisions of the Contract, and at the prices as specified in Contractor’s Price. Each public agency shall execute its own contract with Contractor.

Annual Schedule and On-Call Areas

Each contract term (annually) will have streets and right-of-way areas that are scheduled for the contractor to complete. Scheduled work areas will change each contract term. The City will assign this scheduled work no earlier than July 1st, with the expectation that school areas will be completed by August 30th and remaining annual work will be completed by September 30, unless otherwise coordinated by the City. Project manager will work with the Contractor during the pre-striping conference to coordinate work dates and other logistics. It is expected that all scheduled work will be completed before September 30.

The City may add several “on-call” areas for striping or marking as the need arises. The Contractor should be prepared to respond to requests per a schedule as agreed with the Project Manager, but no later 4 weeks after assigned, unless weather prevents.

The City estimates that approximately a 90% scheduled work / 10% on-call work split. If the percentages change within a year by more than 10%, an equitable adjustment in the on-call work will be allowed.

SPECIFICATION OF SERVICES:

1. General

All striping and pavement marking work is to be done in accordance with the 2024 Oregon ODOT 00850 specifications as listed: https://www.oregon.gov/odot/Business/Specs/2024_STANDARD_SPECIFICATIONS.pdf

2. Material and Application Specifications

a. Striping

For all striping work, paint shall be applied at a minimum thickness of 20 mils wet, equivalent to 22.5 gallons of paint per mile for a 4-inch-wide solid stripe. Reflective elements shall be applied at a minimum rate of 5 pounds per gallon of paint. Embed, by means of paint wicking, a minimum of 80% of the reflective elements in the paint to a minimum depth of 50% of their diameter.

Contractor will apply striping using four (4) and eight (8) inch width, using paint or Thermo-plastic.

The contractor must utilize a paint product that is specified within the most recent ODOT Construction/Materials Section Qualified Products List (QPL). The most updated QPL can be found at: <https://www.oregon.gov/odot/Construction/Pages/Qualified-Products.aspx>

Prior to commencement of work, the Contractor must provide the City with information about the name/type of roadway paint that will be utilized, along with MSDS sheets for the selected product.

Striping must meet the following retro reflectivity standards (at initial application):

- White – 250 mcd/m²/lx (millicandelas per square meter per lux)
- Yellow – 200 mcd/m²/lx

b. MMA - Methyl Methacrylate

For all markings that are not considered standard striping, the City has elected to utilize Methyl Methacrylate (MMA) material. This includes stop bars, crosswalks, turn arrows, railroad crossings, and other roadway markings as determined by the project manager.

All markings shall be in conformance with the Oregon Standard Drawings Pavement Marking Standard Detail Blocks, TM500 series. TM500-TM503 are of particular applicability to proposed work. These drawings can be found at: https://www.oregon.gov/odot/engineering/202001/tm500s_all.pdf.

The Contractor must use MMA material that is specified within the most recent ODOT Construction/Materials Section Qualified Products List (QPL), accessible at the link listed in the above striping section 2a. Prior to commencement of work, the Contractor must provide the City with information about the name/type of MMA that will be utilized, along with MSDS sheets for the selected product.

Existing paint or thermoplastic markings will need to be removed before new MMA markings are placed. See Section 4 for further specifications.

After application of stripes and/or markings, contractor is expected to protect the markings until dry by placing approved guiding or warning devices wherever necessary. Any work that is smeared or damaged while wet must be redone or fixed by the contractor, at no added cost to the City.

Contractor should not stripe over existing pavement markers or buttons unless directed to do so by the City's Project Manager. Raised markers or buttons that are painted over in error will be replaced at the Contractor's cost.

The Contractor is responsible for all set-up and clean-up of the specified work area. The contractor must furnish all equipment and materials to be used for the work. Mobilization, equipment, clean up, and materials are all to be included in stated prices.

3. Preparation of Surfaces

Before striping, the roadway must be cleared of all dirt, oil, grease, or other debris. The City of Lake Oswego will sweep areas that are to be striped in the days leading up to the striping work, but it is the responsibility of the contractor to ensure that the area to be striped is dry and clean before work begins.

4. Removal of Existing Lines/Markings

For Methyl Methacrylate (MMA) applications, removal of existing thermoplastic or painted markings may be necessary to ensure the new MMA will adhere correctly. Removal shall be done by grinding, sand blasting, using high temperature flame, high-pressure water blasting, or the use of solvent. The method chosen must completely eradicate the marking while not damaging existing pavement.

Cost of removal work for MMA will be Proposed as a separate bid item (per foot, and per legend

5. Traffic Control

The Contractor shall conduct striping operations in a safe manner that causes minimum obstruction and inconvenience to the public. Warning signage that informs drivers of striping activity must be utilized in all areas. A traffic control plan (TCP) shall be submitted to the City for approval **TWO WEEKS** prior to commencement of work to allow adequate time for staff to review and determine if any conflicts exist. The TCP must conform with applicable Oregon Revised Statutes, Administrative Rules, the Manual on Uniform Traffic Control Devices (MUTCD), and the Oregon Supplement to MUTCD. The Contractor will be expected to furnish flaggers when necessary to comply with Traffic Control needs. The TCP permit from the City is provided at no cost.

6. Work Schedule

Contractor is expected to work with the City's project manager to schedule striping and marking work. **Unless otherwise scheduled, all work on this project is restricted to be performed at night, typically between 10:00 PM and 6:00 AM, Monday evening through Friday morning. No work shall be performed on this contract during weekends or on holidays without prior approval from the City's Project Manager.** Scheduled work must be completed within one month of agreed upon work commencement date, unless an extension is granted by the City's Project Manager, Jim Bateman.

7. Pre-Striping Conference

The Contractor must meet with the City's Project Manager prior to the commencement of work, to discuss scheduled areas for striping and marking, methods and materials to be used, traffic control needs, scheduling, sweeping/area preparation, and any other logistical concerns that are relevant to the successful completion of work.

At the pre-striping conference, the Contractor will come prepared with the following items:

- ✓ Proposed schedule for completion of work, including roadway locations and pavement marking locations.
- ✓ List of materials proposed for use (striping paint and MMA) along with corresponding SDS sheets
- ✓ Information about proposed traffic control, including flagging services (Traffic control plan does not need to be submitted until closer to work commencement date)
- ✓ Spill recovery plan

8. Safety

All work carried out by Contractor must be in compliance with all Federal OSHA Regulations, the Oregon Occupational Safety and Health Code in conjunction with the Oregon Workers' Compensation Department, and all applicable federal and state regulations. Contractor must provide all required equipment, vehicles and personal protective gear required for field personnel to complete the job safely and correctly.

9. Damages

The area in which contracted work is being completed shall be protected from any damage that could result from contractor operations. This mainly included protecting pavement and existing markings, and ensuring that painting/marking work is done in a neat manner. The contractor must inform the City of any and all damages that have been caused as a result of their work. The Contractor will be responsible for repairing, at their expense, any damages that are caused.

10. Subcontractors

Use of subcontractors under the scope of this contract will not be permitted, with the exception of hired traffic control as needed.

Interpretation of Specifications and Remedial Action

If a specific detail is omitted within work specifications, the Contractor shall regard the specifications as meaning that all work shall be performed in a good and workmanlike manner. Work not specifically mentioned in the specifications that is necessary to provide a complete task according to established "trade standards" shall be included in the job estimate and shall conform in strength, quality of materials, and workmanship to what is usually provided in the trade.

The Contractor shall respond and resolve all deficiencies in performance of this contract within 7 business days (Monday-Friday) following notification by the City. The City shall provide notification in writing to the Contractor's designated manager. If performance deficiencies are not resolved by the Contractor within 7 business days to the City's satisfaction, the City shall have the option of hiring and paying for an outside Contractor to perform the work and/or terminating the contract for cause. Costs of hiring an outside Contractor shall be deducted from monies due to the Contractor. If the contract is terminated for cause, the Contractor shall be liable for the additional cost of the service during the remaining term of the Contract.

PAYMENT

Measurement and payment for all work specified in the Scope of Work will be made on a unit price basis in accordance with the prices set forth in Exhibit B: Proposal Summary, and bid prices offered, for the individual items of work.

Requests for payment must include the following:

- Street Names that were striped
- Linear feet
- Date applied
- What products were used

Striping is to be paid based on the actual length of lines applied under the various items of the contract. Lengths of solid lines will be obtained by calculation from established start and end points through the use of a measuring wheel or calibrated vehicle odometer readings. Broken lines are to be paid on a per foot basis for only the linear feet in which paint is applied. Areas unpainted between broken lines are not to be included in areas measured for payment.

MMA marking work is to be paid on a per foot basis for linear markings, such as crosswalks and stop bars, and on a per legend basis for non-linear markings, such as railroad crossings and turn arrows. Non-linear markings (legends) will be listed as separate bid items.

City Inspection and Approval Prior to Payment

Prior to releasing payment for work completed under this contract, the City's Project Manager will inspect the work for any omissions or deficiencies in work. Any corrections or remedial work must be completed by Contractor before payment is released.

EXHIBIT B: PROPOSAL FORM

CONTACT SHEET

COMPANY NAME	
ADDRESS	
CONTACT NAME	
CONTACT PHONE NUMBER	
CONTACT EMAIL	

Fill out Prices Offered form for each work item listed below. Failure to complete any portion of proposal form below will be considered an unresponsive bid.

COBID SUBMISSION

If your Proposal is eligible for points to be awarded based on COBID certification or utilization, **please include:**

- Firm’s COBID certification, or
- A utilization plan to employ COBID-certified subcontractors or purchase goods from COBID-certified seller of goods, then the Plan shall be reviewed by the selection committee, and/or
- Documentation showing the percentage of COBID-certified subcontractors employed and/or the dollar value of goods purchased from COBID-certified suppliers during past 6 months.

PRICES OFFERED

Prices shall include all mobilization, labor, tools, machine/equipment, disposal, demobilization, clean-up, traffic control, incidentals, and other services as outlined in the Scope of Work section of the RFP. For MMA work, removal of existing paint/thermoplastic is to be stated as a separate bid item.

Bidders are asked to provide a unit price for each bid item listed. Multiply the unit price by estimated quantity* and provide a ‘total price’ for each bid item. Then add all pricing together for a lump sum bid. *Note that estimated quantities, while reflective of the amount of work to be completed, are for evaluation/ranking purposes, and are subject to change.

Note that traffic control is listed as a separate bid item for MMA work **ONLY**. **Traffic control for striping work must be included in the per foot price.**

Item	Description	ODOT Spec	Unit Price	Unit of Measure	Estimated Quantity	Total Price
1.	4-inch line for striping, Extruded, Surface, Non-Profiled – Thermo Plastic (yellow or white)	00865		per linear foot	100	n/a
2.	8-inch line for striping, Extruded, Surface, Non-Profiled – Thermo Plastic (yellow or white)	00865		per linear foot	100	n/a
3.	4-inch line for striping, Extruded, Surface, Non-Profiled – (yellow or white)	00865		per linear foot	650,000	
4.	8-inch line for striping, Extruded, Surface, Non-Profiled – (yellow or white)	00865		per linear foot	319,000	
5.	Pavement Bar Type D -MMA Application for Linear Bar 1' width	00867		per linear foot	1,300	
6.	Pavement Bar Type D MMA Application for Linear Bar 2' width	00867		per linear foot	200	
7.	Pavement Legend, Type D MMA Application for Single Turn Arrow	00867		Per application	25	
8.	Pavement Legend, Type D MMA Application for Turn/Straight Arrow	00867		Per application	6	
9.	Pavement Legend, Type D MMA Application for Shared Lane Marking	00867		Per application	4	
10.	Pavement Legend, Type D MMA Application for Bike Lane Standard Stencil	00867		Per application	4	
11.	Pavement Legend, Type D MMA Application for Standard Railroad Crossing	00867		Per application	4	
12.	Preparatory Removal Services for Linear Bar 1' width			per linear foot	1,278	
13.	Preparatory Removal Services for Linear Bar 2' width			per linear foot	197	

14.	Preparatory Removal Services for Single Turn Arrow			Per application	26	
15.	Preparatory Removal Services for Turn/Straight Arrow			Per application	6	
16.	Preparatory Removal Services for Shared Lane Marking			Per application	4	
17.	Preparatory Removal Services for Bike Lane Standard Stencil			Per application	4	
18.	Preparatory Removal Services for Standard Railroad Crossing			Per application	4	
19.	Temporary Work Zone Traffic Control, Complete	00221		Per hour	40	
20.	Flagging Cost for MMA Work	00223		Per hour	40	
		TOTAL COST		\$ _____		
		(based on hypothetical annual and on-call estimate of quantities):				

Note: this Exhibit shall be made a part of the Contract following Award of Contract.



CITY OF LAKE OSWEGO
Standard Annual and On-Call Service Contract

Contractor:	Contractor Name	Date of Contract:	July 1, 2024
Mailing Address:	Mailing Address City, State Zip	Date of Completion:	June 30, 2025
		Option(s) to Renew?	4 Annual Terms

WITNESSETH:

Contractor and the City of Lake Oswego, a municipal corporation, mutually covenant and agree to and with each other as follows:

1. SCOPE OF WORK AND CONTRACT DOCUMENTS. The Contractor shall perform the Project as outlined in this Contract. The contract documents shall consist of, and any conflicts shall be resolved in the following priority:

- A. This Contract;
- B. The City of Lake Oswego Standard Public Contract Provisions, which are attached and hereby incorporated by reference;
- C. The exhibit(s) to this Contract in the following order of priority:
Exhibit A: Specification of Services
Exhibit B: Proposal Form

This contract shall supersede any prior representation or contract, written or oral.

A. Annual Work

The City's Project Manager will provide to Contractor a list of locations and description of work to be provided at each location, a date ranges for the work to be performed at each location. The Contractor shall submit to the City's Project Manager an estimate of the cost of the Annual Work, based on Exhibit B rates. The City's Project Manager may adjust the Annual Work from time to time. The Contractor shall perform the described work within the date range. The scheduling of the work within the date range shall be at as determined by the Contractor, provided however that the Contractor shall provide the schedule to the City's Project Manager to evidence that the work will be timely performed.

B. On-Call Work

The City's Project Manager will notify the Contractor as promptly as possible of the need for on-call work, and shall state the required specific time and locations of services to be provided. This work is "on-call" and shall be defined by City in the individual job orders from time to time during the term of this Contract. The amount of services to be requested by City under this Contract is unknown, and therefore

there is no expectation as to the amount of service work to be requested.

The City may have issued similar contracts for the on-call work to other contractors for similar work. In that event, the Project Manager will call upon the Contractor when a need for service arises and other contractors who provide the similar service needed at the time at less cost to the City are not available.

2. DURATION OF CONTRACT. This Contract shall become effective on the date this Contract has been signed by every party hereto. Contractor acknowledges that no work has been or will be performed for the project under this Contract until this Contract is fully executed and effective. Contractor shall complete performance of this contract on or before the Date of Completion stated above.

The contract may be renewed annually. City may renew this Contract upon the same terms and conditions for up to four one-year renewals. Renewal shall occur upon written notice to Contractor not sooner than 120 days nor later than 60 days prior to the completion date stated above, and the same date of each year thereafter for which the Contract is renewed.

3. PAYMENT.

A. Amount and Manner of Payment. Payment below shall be for all goods, materials, expenses, and services. Payment will be made as follows, subject to *Taxpayer Identification Report / Date and Method of Payment* below, and acceptance of work by Public Contracting Officer.

Method of Payment	Amount	When Paid
Monthly – Amt. based on rates	Monthly per Exhibit rate schedule	Submit monthly invoice for performance of work
	Not to Exceed: \$140,000	

Upon any renewal, the unit prices for the renewal term shall be adjusted by not more than the percentage increase of the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year.

B. Taxpayer Identification Report / Date and Method of Payment. No payment shall be due to the Contractor until the Contractor has submitted to the City's Finance Department IRS Form W-9 Request for Taxpayer Identification and Certification (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>). The City prefers to pay contractors by electronic fund transfer; the contractor may submit the EFT agreement (<http://tinyurl.com/LO-EFT>) to the City's Finance Department. Payment shall be tendered, when due within 30 days from the date of receipt of the invoice.

4. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

5. TERMINATION.

A. Parties' Right to Terminate for Convenience. This Contract may be terminated at any

time by mutual written consent of the parties.

B. City's Right to Terminate for Convenience. City may, at its sole discretion, terminate this Contract, in whole or in part, upon 10 days notice to Contractor.

C. City's Right to Terminate for Cause. City may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Public Contracting Officer may establish in such notice, upon the occurrence of any of the following events:

(i) City fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;

(ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or City is prohibited from paying for such Work from the planned funding source;

(iii) Contractor no longer holds any license or certificate that is required to perform the Work; or

(iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 5 business days after delivery of Public Contracting Officer's notice, or such longer period as Public Contracting Officer may specify in such notice.

D. Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon 30 days' notice to Public Contracting Officer if City fails to pay Contractor pursuant to the terms of this Contract and City fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

E. Remedies. In the event of termination pursuant to subsections B, C(i), C(ii) or D, Contractor's sole remedy shall be a claim, per Paragraph 3.A, for: (1) unpaid invoiced completed work, and (2) as to work in progress that has not been invoiced, (i) hourly rates: the amount determined by multiplying the number of hours worked times the hourly rate; or (ii) unit price / fixed price: the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Public Contracting Officer, less previous amounts paid and any claim(s) that City has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to the City upon demand.

In the event of termination pursuant to subsection C(iii) or C(iv), City shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under subsection C(iii) or C(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to subsection B.

F. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Public Contracting Officer expressly directs otherwise in such notice of termination.

Upon termination of this Contract, Contractor shall deliver to Public Contracting Officer all

documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Public Contracting Officer's request, Contractor shall surrender to anyone Public Contracting Officer designates, all documents, research or objects or other tangible things needed to complete the Work.

6. INSURANCE. The Contractor will not perform any work under this contract until the City has received copies of applicable insurance policies or acceptable evidence that the insurance indicated as required in subsection D below is in force.

A. Scope of Insurance. The Contractor shall obtain prior to the commencement of the Contract, and shall maintain in full force and effect for the term of this contract, at the Contractor's expense, the policies indicated below in subsection D for the protection of the Contractor. The Contractor shall not undertake any acts that shall affect the coverage afforded by the above policy. If the insurance policy is issued on a "claims made" basis, then the Contractor shall continue to obtain and maintain coverage for not less than three years following the completion of the contract.

If no automobile liability insurance policy is required in subsection D, Contractor expressly acknowledges and agrees that City is not providing any automobile insurance to Contractor and that as to the City and any third parties, Contractor bears sole liability for claims, damages, injury (including death) and losses, arising out of or resulting from Contractor's operation of Contractor's automobile or any other automobile, whether or not such use is related to Contractor's work under this contract, and Contractor shall make no claim against the City for any claim, damage, injury, or loss resulting thereby.

B. Coverage Amount. The policies shall be issued by a company authorized to do business in the State of Oregon, protecting the Contractor or subcontractor or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned with limits not less than as stated in subsection D below or the limit of public liability contained in ORS 30.260 to 30.300 for any policy, whichever is greater.

C. Certificate of Insurance / Additional Insured and Waiver of Subrogation Endorsement. The Contractor shall cause the insurance company to provide the City with: (i) a certificate of insurance and, (ii) if an additional insured endorsement is indicated as required in subsection D below, an endorsement thereto naming the City, its officers, agents, and employees as an additional insured for those policies indicated. The policies indicated below in Subsection D will be endorsed to provide a waiver of subrogation in favor of the City and all additional insureds. The Contractor shall provide the City written notice of cancellation or material modification (change in limits or coverages) of the insurance contract for not less than the following notice for the purposes stated: 30 days prior notice for reasons other than non-payment; 10 days prior notice for non-payment.

The Contractor shall further cause a certificate of insurance to be issued not less than 5 days prior to any policy expiration date by the Contractor's insurance company or companies during the term of the Work, to assure that the required insurance is maintained.

D. Insurance Policy Requirements.

Required?	Type of Insurance	Minimum Coverage	City named as Additional Insured / Waiver of Subrogation
Yes	Comprehensive general or commercial general liability	\$2,000,000 per occurrence and \$3,000,000 in the aggregate	Yes
No	Protection and Indemnity** US L&H**	\$2 million per accident \$2 million per person per accident	Yes
	** Admiralty endorsement in lieu of P&I, and US L&H endorsement on worker comp. coverage for required amounts is permissible		
Yes	Automobile liability	\$2,000,000 per accident-combined single limit or \$2,000,000 bodily injury and \$1,000,000 property damage	Yes
No	Professional liability	\$2,000,000 per claim/aggregate	No
Yes	Workers Compensation Employer's Liability	Statutory Coverage \$1 million per person per accident	No
Or	_____	_____	
No (if initialed)	[] Contractor Initial if Exempt from Worker Comp Coverage	Contractor warrants and represents contractor does not employ any persons that would require contractor to provide workers compensation insurance benefits.	

* The amounts may be achieved by a combination of base coverage and umbrella coverage.

7. Permissive Cooperative Procurement. Pursuant to ORS 279A.215, as additional consideration for this Contract, Contractor agrees to extend an option to purchase any Products or Services covered under this Contract at the same prices as are specified in Exhibit B (subject to annual adjustment as provided in Paragraph 3A), and under the same terms and conditions, to all public agencies within 15 miles of the site or delivery of the work for this solicitation. Each public agency shall execute its own contract with Contractor .

INSERT CONTRACTOR NAME HERE

By: _____
 Name: _____
 Title: _____
 Date: _____

Check one:

<input type="checkbox"/>	Sole Proprietor
<input type="checkbox"/>	Partnership

CITY OF LAKE OSWEGO, an Oregon Municipal Corporation

 Martha Bennet, City Manager
 Date: _____
 Public Contracting Officer
 380 A Avenue
 PO Box 369
 Lake Oswego, OR 97034

	Corporation
	Limited Liability Company
	Limited Liability Partnership
	Other:
Domicile, if other than Oregon:	

Date Authorized by Council, if applicable:

_____.

APPROVED AS TO FORM:

 Evan P. Boone,
 Deputy City Attorney

Ver. 1703

SAMPLE

**CITY OF LAKE OSWEGO STANDARD PUBLIC CONTRACT PROVISIONS FOR PERSONAL SERVICE / SERVICE CONTRACT
(1/22)**

The following City of Lake Oswego Standard Public Contract provisions are made a part of the Contract between City and Contractor by reference. Where the Lake Oswego Redevelopment Agency (LORA) is the contracting party, "City" shall refer to LORA.

CHANGES

This contract, including all attachments and exhibits annexed hereto, shall not be subject to modification or amendment except in writing, executed by both parties. This contract and any substantive changes to the scope of work or changes to the contract costs will not be effective until approved in writing by the City's Public Contracting Officer (PCO).

INDEPENDENT CONTRACTOR STATUS

The Contractor agrees and certifies that:

- A. The Contractor is engaged as an independent contractor. Although the PCO reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance, nor provide any tools or equipment for the performance of the Work, except as provided elsewhere in this Contract. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- B. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations.
- C. The Contractor will not, on account of any payments made under this contract, be eligible for any benefit from federal social security, workers' compensation, unemployment insurance, or the Public Employee's Retirement System, except as a self-employed individual;
- D. Contractor is not currently an employee of the federal government or the State of Oregon; and
- E. The Contractor is not a contributing member of the Public Employee's Retirement System.
- F. Contractor is not an "officer," "employee," or "agent" of the City, as those terms are used in ORS 30.265.

OTHER CONTRACTORS

The City may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any City employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by City employees.

SUBCONTRACTORS AND ASSIGNMENT

Except as set forth in Contractor's proposal or otherwise in this Contract, no subcontract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted without obtaining the prior written consent of the City, which City may withhold without cause. In addition to any other provisions PCO may require, Contractor shall include in

any permitted subcontract under this Contract a requirement that the subcontractor be bound by the following sections of this Contract as if the subcontractor were the Contractor: Independent Contractor Status; Other Contractors; Hours of Labor; Ownership of Work; Indemnity and Hold Harmless; Records; Attorney Fees; Compliance with Laws. PCO's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

This contract is not assignable by the Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the City.

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any enforceable benefit or right, whether directly, indirectly or otherwise, to third persons.

HOURS OF LABOR

For those employees of Contractor covered or subject to Oregon employment laws, the Contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201 et seq.).

ERRORS

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

REPRESENTATIONS AND COVENANTS

A. Contractor's Representations. Contractor represents and covenants to City that:

- (1) Contractor has the power and authority to enter into and perform this Contract,
- (2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and if Contractor is a partnership, corporation or other form of business entity, this contract was duly approved and executed pursuant to authority of the governing body or parties of the Contractor,
- (3) Contractor is not in violation of any Oregon tax laws.
- (4) Upon acceptance of each project, the Contractor warrants that it will carefully examine, as necessary, the site of the work contemplated and any plans, specifications, and contract documents pertaining to work, with the exception of unknown physical conditions at the work site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided herein..
- (5) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.
- (6) Contractor will accomplish the work using a standard of performance and care that is currently accepted by other contractors engaged in similar work, under similar conditions and at the date the services are provided in the Portland metropolitan area (Standard of Care).
- (7) Contractor's invoices shall describe all work performed with particularity, by whom it was performed, and shall

**CITY OF LAKE OSWEGO STANDARD PUBLIC CONTRACT PROVISIONS FOR PERSONAL SERVICE / SERVICE CONTRACT
(1/22)**

itemize and explain all expenses for which reimbursement is claimed. Contractor shall send invoices to City's Project Manager.

(8) Contractor's completion shall not extinguish or prejudice City's right to enforce this Contract with respect to any breach of Contractor warranty or any default or defect in Contractor performance (defect is defined herein as services that do not conform to the Standard of Care (Section 6) in the performance of the Contract).

(9) Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of contractor's services, and in the performance of this contract no person having any such interest shall be employed.

B. Cumulative. The representations and covenants set forth in this section are in addition to, and not in lieu of, any other representations and covenants provided.

OWNERSHIP OF WORK

All work products of the Contractor, including background data, documentation and staff work that is preliminary to final reports, which result from this contract are the exclusive property of the City. If this contract is terminated by either party or by default, the City following payment as required by the Contract, in addition to any other rights provided by this contract, may require the Contractor to transfer and deliver such partially completed reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this contract.

The reports and all material contained in the reports (graphics, photos, etc.) shall become the property of the City; the City may reproduce and distribute the reports, or any part thereof, in such form as the City desires. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Contractor.

**ELECTRONIC CONTRACTING AND REPORTS;
PHOTOCOPY, ELECTRONIC, OR PDF VERSION OF CONTRACT**

This contract and any amendments may be executed by a party electronically by use of a digital signature issued by a city-recognized certification authority (such as Symantec Digital ID), pursuant to the Oregon Uniform Electronic Transactions Act, ORS Ch. 84.001 – 84.063. Upon execution of this contract electronically, the party consents to conduct further communications and transactions under this Contract by electronic means.

Unless otherwise stated in the Scope of Work or separately waived in writing, all final reports, including reports of phases of the project and of the entire project, shall be provided in both written and electronic format. Electronic format shall be in a format coordinated with the PCO and shall be fully compatible with such software programs specified by the PCO, .e.g. Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Access, Microsoft Publisher, Adobe Creative Suite, Adobe PDF, or such other software program as specified by the PCO.

A photocopy, electronically scanned (PDF), or electronic version of this Contract shall be deemed equivalent to an originally signed Contract for all purposes, including arbitration or

litigation.

INDEMNITY AND HOLD HARMLESS

The Contractor shall defend, indemnify, and hold the City, its officers, agents and employees, harmless against all liability, loss, or expenses, including reasonable attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property, but only to the proportionate extent caused by or resulting from any act, error, or omission (excepting professional services performed under this Contract) of an act sustained in connection with the performance of this contract or by conditions created thereby, or based upon Contractor's violation of any statute, ordinance or regulation.

With respect to professional services performed under this Contract, Contractor shall defend, indemnify, and hold the City, its officers, agents and employees, harmless against all liability, loss, or expenses, including reasonable attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property, but only to the proportionate extent caused by any negligent act, error, or omission of an act sustained in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation.

RECORDS

Contractor shall have access to the books, documents, papers and records of the City as necessary for Contractor's performance of the work. The Contractor shall not disclose all or any part of such records to any other person, firm, corporation, association or other entity except as reasonably necessary to carry out the Work, without the consent of the Public Contracting Officer.

The Contractor agrees that the City and its 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.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that City's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

PUBLICATION RIGHTS/RIGHTS IN DATA

To the extent the Work Product consists of material capable of publication, all publication rights in the product produced by the Contractor in connection with the work provided

**CITY OF LAKE OSWEGO STANDARD PUBLIC CONTRACT PROVISIONS FOR PERSONAL SERVICE / SERVICE CONTRACT
(1/22)**

for under this contract, whether in preliminary draft or final form, shall be vested in the City.

The Contractor shall not publish any of the results of the work without the prior written permission of the City.

All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports, originated and prepared for the City pursuant to this contract, shall become exclusively the property of the City. The ideas, concepts, know-how or techniques relating to data processing development during the course of this contract by the Contractor or City personnel, or jointly by the Contractor and City personnel, can be used by either party in any way it may deem appropriate.

Material already in the Contractor's possession, independently developed by the Contractor outside the scope of this contract or rightfully obtained by the Contractor from third parties, shall belong to the Contractor. However, the Contractor grants to the City a nonexclusive, irrevocable and royalty-free license to use such material to the extent such material is incorporated into the Work.

This contract shall not preclude the Contractor from developing materials that are competitive, irrespective of their similarity to materials which might be delivered to the City pursuant to this contract. The Contractor will not, however, use any written materials developed under this contract in developing materials for others, except as provided in this section.

CONFIDENTIALITY

No reports, information and/or data given to or prepared or assembled by the Contractor under this contract shall be made available to any individual or organization by the Contractor without the prior written approval of the City.

COBID COMPLIANCE

If Contractor, at the time of its solicitation response, was either certified by the Oregon Certification of Business Inclusion and Diversity (COBID) or submitted a COBID subcontractor utilization plan, Contractor shall maintain the certification or comply with the utilization plan. Contractor acknowledges and agrees that it would be difficult, if not impossible, to assess the actual damage to the City's Equity in Contracting Program by Contractor's failure to do so. In the event of Contractor's loss of COBID certification or failure to comply with its utilization plan, Contractor agrees to pay City the sum of \$1,000 for each violation. Exceptions to the subcontractor utilization plan are for approved change orders, reductions in scope of work, failure of COBID firms to complete work or having breached the subcontract, and substitution requests approved by City.

DISPUTE RESOLUTION / VENUE

Any dispute or claim that arises out of or that relates to this Contract, or to the interpretation or breach thereof, or to the existence, validity, or scope of this Contract or the arbitration Dispute Resolution procedure, shall be resolved as follows:

- Level 1: Within 15 days request for Level 1 dispute resolution, commence negotiation between the Contractor's Project Manager and the City's Project Manager. The City's Project Manager's last offer shall be final unless either party requests Level 2 dispute resolution within 15 days from commencement of Level 1

negotiation, unless both parties agree to extend the time to initiate Level 2.

- Level 2: Within 15 days request for Level 2 dispute resolution, commence negotiation between the Contractor's management representative with unlimited authority to settle the dispute and the City Manager. The City Manager's last offer shall be final unless either party requests Level 3 dispute resolution within 30 days from commencement of Level 2 negotiation, unless both parties agree to extend the time to initiate Level 3 Mediation.
- Level 3: Mediation in accordance with the mediation procedures of the Arbitration Service of Portland, Inc. (www.arbsevice.com), or such other procedures as the parties agree. The mediator shall be selected by the parties, either upon mutual agreement within 15 days written notice by one party to the other requesting mediation, or if the parties are not able to agree upon a mediator within said period, then in accordance with the "Appointment of Sole Arbitrator" of the Arbitration Service of Portland, except that the person shall be a mediator, not an arbitrator. If the parties are unable to resolve the dispute upon completion of mediation, the City Manager's last offer under Level 2 shall be final unless a Claim for arbitration is filed within 30 days of the completion of mediation.
- Level 4: Upon the filing of a Claim for Arbitration, Arbitration shall occur in accordance with the arbitration procedures of the Arbitration Service of Portland, Inc. (www.arbsevice.com), or such other procedures as the parties agree. The decision of the arbitrator(s) shall be final and may be entered as a judgment in the Clackamas County Circuit Court in accordance with Oregon law.

The Parties shall equally share in the cost of the mediator / arbitrator(s); each Party shall be responsible for its own costs and fees. The mediation / arbitration proceeding shall be held in Clackamas or Multnomah counties, as the mediator / arbitrator(s) shall select, unless the parties otherwise agree.

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 particular term or provision held to be invalid.

COMPLIANCE WITH LAWS

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon and ordinances of the City of Lake Oswego, Oregon.

The Contractor shall comply with all federal, state and local laws and ordinances, applicable to public contracts relating to Contractor's obligations and performance, and to the work to be done under this contract.

The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, gender identity, marital status, age, medical condition, or disability.

WAIVER

**CITY OF LAKE OSWEGO STANDARD PUBLIC CONTRACT PROVISIONS FOR PERSONAL SERVICE / SERVICE CONTRACT
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The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

INTEGRATION

This contract represents the entire and integrated agreement between the Contractor and the City, and supersedes all prior negotiations, representations or agreements, either written or oral.