



# REQUEST FOR PROPOSAL (RFP)

City of Canby | Canby Heritage and Landmark Commission

**RFP NO:**  
CHPP2018

**Issuance Date:**  
October 22, 2018

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**PROPOSALS DUE: January 18, 2019 NOT LATER THAN 12:00 PM Noon**  
**LATE PROPOSALS WILL NOT BE ACCEPTED**

## **Project Purpose**

The City of Canby is pursuing a city-wide comprehensive historic preservation plan that supports the city's economic development and heritage tourism initiatives and its inclusion in the proposed Willamette Falls National Heritage Area. The preservation plan should be a strategic document that lays out actions and policies to preserve and prevent the loss of irreplaceable historic resources while simultaneously positively impacting the local economy and providing a roadmap for the city in terms of preparation for National Heritage Area status. Specifically the plan should identify strategies to

- Promote preservation as a tool for revitalizing Canby's unique neighborhoods and historic commercial areas;
- Engage the community in historic preservation efforts;
- Enhance local tourism and cultural activities;
- Prepare Canby for National Heritage Area status and the National Park Service's requirements for National Heritage Area Management Plans;
- Provide appropriate guidance to elected and appointed officials when making development decisions that could affect the character of the community; and
- Strengthen the City's existing historic preservation program.

## **Background**

After two decades of robust preservation efforts that included site surveys, adopting a preservation code, establishing a local heritage registry, and adding a property to the National Registry, the Canby Historic Review Board (now known as the Canby Heritage and Landmark Commission or HLC) became inactive in 2002 and historic preservation efforts ceased. The HLC was re-activated in 2013. During the ensuing five years, the organization has worked to build community support for historic preservation by establishing collaborative alliances with other service and civic organizations, such as the Canby Kiwanis, the Canby Public Library, and the Canby Historical Society. Additionally, the HLC has tailored its programming to maximize community involvement

by holding public events and fostering student participation. Last, it has aggressively used traditional and social media to publicize its activities. Internally, the HLC has built an active, diverse, and engaged membership. Additionally, the commission has created a systemized, standardized, professional set of operational practices that give it credibility and expand its capacity in terms of heritage programming.

Through these efforts, the Commission has completed an aggressive agenda of projects over the past five years. These include

- Facilitating the move of the Historic Mack House to a commercially zoned lot in lieu of demolition;
- Completing Intensive Level Surveys on seventeen properties;
- Adding the Philander Lee Oak Tree to the Oregon Heritage Tree Program;
- Restoring and cleaning all grave markers at Baker Prairie Cemetery;
- Holding a re-dedication ceremony for Baker Prairie Cemetery;
- Launching the City's first heritage trail: *Exploring Community Connections: The Downtown Canby Heritage Trail*;
- Completing a Reconnaissance Level Survey on eighty-eight properties;
- Adding the 1937 city hall to the Local Landmark Registry;
- Launching the state's first heritage trail focused on the accomplishments of women: *Building a Better Community: The Canby Women's Heritage Trail*; and,
- Cleaning 75 grave markers in the historic section of Zion Memorial Cemetery.

To fund these efforts the HLC has acquired Certified Local Government Grants (three), Oregon Commission on Historic Cemetery Grants (two), and Travel Oregon Community Partnership Program Grants (one).

### **Project Need**

Having established the importance of historic preservation by building a record of accomplishments and maximizing opportunities to engage the community while establishing the support of city leaders and other organizations, it is time to take the

next step, which involves adopting a historic preservation plan. The need for this plan is exacerbated by the rapid growth occurring in the Portland Metro area which is affecting the City. Long-term and new residents alike have expressed concerns about the population increase and how the City's heritage and "small town" feel might be lost. Additionally, if the City is to maximize the opportunities provided by its inclusion in the proposed Willamette Falls National Heritage Area, it needs a strategic roadmap aligned with the National Park Service requirements of National Heritage Areas.

### **Scope of Work**

The City of Canby will use its 2019 Certified Local Government Grant and matching city funding to hire a qualified consultant to prepare the preservation plan. The following scope of work is presented as an outline of the types of services to be provided by the consultant.

#### **Task 1. Data Collection and Analysis (Consultant)**

- Attend a kick-off meeting with City staff and members of the HLC to review the scope of work and schedule.
- Review and assess the existing preservation program, including the preservation ordinance, design guidelines, historic resource inventories, historic walking tour brochures, website/social media presence, and activities of the HLC;
- Review copies of the current Comprehensive Plan and Zoning Maps;
- Review the Willamette Falls Feasibility Study and National Park Service documents related to National Heritage Areas.
- Conduct a reconnaissance tour of existing and potential historic districts and sites; and,
- Prepare base maps and an existing conditions report.

#### **Task 2. Community Outreach (Consultant)**

- Develop and execute a public engagement plan. Proposers are encouraged to present innovative and creative ideas for engaging the community in a planning process that both informs and gathers public opinion; and,
- Conduct interactive meetings with city leaders to provide an opportunity for stakeholders to identify local issues and opportunities for historic preservation and comment on draft plan documents. Outreach activities are intended to establish a common vision and identify community preservation goals.

#### Task 3: Plan Development and Adoption (Consultant)

- Develop a range of strategies to preserve and enhance historic resources and address the objectives identified under the Project Purpose;
- Address important questions such as what resources must be protected to maintain the community's unique historic and small town character;
- Prepare a minimum of two draft plan documents to be reviewed by City staff and local officials; and
- Present a proposed final plan to the Heritage and Landmark Commission and the City Council for review and approval.

#### Task 4: Ongoing Project Management (City Staff)

- Collect and package pertinent background data and local preservation materials for delivery to the selected planning consultant;
- Coordinate with the consultant on a regular basis to schedule public meetings, prepare meeting summaries, and other duties as agreed upon
- Direct the preparation of and provide planning support in the development of the draft preservation plan; and
- Conduct ongoing grant administration to ensure compliance with CLG grant program.

## **Project Budget**

The City will apply for a CLG grant in the amount of \$12,500 in February, 2019. The City will include the matching amount in its 2019-20 final budget. The total project cost must not exceed \$25,000. Proposers are encouraged to include creative and innovative methods of executing the work to achieve the goals and keep the project on budget.

## **Project Timeline**

October 22, 2018:	RFP posted on City of Canby website
<b>January 18, 2019:</b>	<b>Last date for accepting proposals (by 12PM Noon)</b>
January 23, 2019:	Proposal selected
February 15, 2019:	CLG Grant Application Submitted
May 1, 2019:	CLG Grant Agreement Signed
July 1, 2019:	Project begins
June 1, 2020	Project ends (no later than)

## **Qualifications/Experience**

The successful consultant must provide evidence of ability to perform the required work, including examples of similar projects and references to contact. The consultant shall meet the qualification standards contained in the Secretary of the Interior's Guidelines for Historic Preservation Projects (Federal Register, Vol. 48, No. 190, September 29, 1983, pp. 44738 and 44739). Proposals to perform this work shall include the following information:

- Name and qualifications of individuals selected to work on this project, including the names and qualifications of any sub-consultants that would be performing any aspect of this work.
- A statement of general firm qualifications and specific experience with historic preservation plans and writing of historic context statements. Examples of similar

work performed for other jurisdictions shall also be required, as will a list of references for similar projects.

- The method and approach your firm would use in providing consulting services.
- A budget with a description of each task and the projected cost to complete it.
- A general time line by task.

### **Contract Conditions**

This RFP does not commit the City of Canby to the award of a contract, nor to any of the cost incurred in the preparation and submission of proposals in anticipation of a contract. The City reserves the right to accept or reject any or all proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP. Before commencing work, the selected consultant shall provide evidence of insurance satisfactory to the City of Canby Personal Services Agreement, and acquire a City of Canby business license. The contract shall specify a billing procedure acceptable to the consultant and the City.

### **Evaluation of Proposals**

Each proposal shall be evaluated for its completeness, the consultant's past experience with similar projects, and cost. Cost alone shall not govern the City's decision.

### **Submission of Proposals**

The proposal shall be furnished to:

City of Canby

ATTN: Calvin LeSueur

222 NE 2<sup>nd</sup> Avenue, 2<sup>nd</sup> Floor

PO Box 930

Canby OR 97013

Proposals will not be considered if received after January 18, 2019 at noon.

The proposal shall be considered valid for a period of at least 90 days and shall contain a statement to that effect. The proposal shall contain the name, address and telephone number of the individual with authority to bind the firm to a contract for service. Please contact the City of Canby with any questions on this request for proposal at 503.266.0772.



## PERSONAL SERVICES AGREEMENT

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

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

The Parties Agree a Follows:

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

Statutes.

C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

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

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

7. Term.

A. This Agreement may be terminated by:

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

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

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to

comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. (**Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.**). For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this

Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

- 13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
- 14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Rick Robinson, City Administrator  
City of Canby  
PO Box 930  
Canby, OR 97013

CONTRACTOR: XXXX

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

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

**CONTRACTOR: CITY OF CANBY**

By: By:

Date: Date:

**Subcontractors will be used \_\_\_ Yes \_\_\_ No (If Yes, please complete List of Subcontractors attached to this Agreement)**

Approved as to Form:

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

11/6/15

