



**PROFESSIONAL SERVICES
REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL AND TECHNICAL
TRANSPORTATION SERVICES**

City of Canby
222 NE 2nd Avenue
Canby, Oregon 97013
PH. 503-266-0780

SUBMISSIONS DUE: August 9, 2024, 4:00 p.m.

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SCHEDULE

RFQ ADVERTISED	June 20, 2024
RFQ SUBMITTALS DUE	August 9, 2024, 4:00 p.m.
FIRM SELECTION	Week of August 19th, 2024

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

REQUEST FOR QUALIFICATIONS

Notice is hereby given that the City of Canby, will receive Statements of Qualifications until **4:00 p.m. on August 9th, 2024**, addressed to the attention of Jerry Nelzen, City of Canby, 222 NE 2nd Avenue, Canby, OR 97013 for the following:

PROFESSIONAL AND TECHNICAL TRANSPORTATION SERVICES CITY OF CANBY, OREGON

The proposed work consists generally of the following:

Professional engineering and technical services from qualified traffic and transportation planning, engineering, and construction teams, or consultants with demonstrated experience to provide geometric design, traffic counts, reports, right-of-way acquisition, modeling, surveying, geotechnical engineering, structural engineering, complete plan design, construction bidding, cost estimating, construction documentation, construction inspection, technical expertise in both field and office settings, limited project management, specialized inspection, transportation specialist support at public meetings, value engineering, and other transportation planning and engineering services as may be needed by the City.

Future projects may include:

- Design and construction, including bid support for street and sidewalk improvements on N Fir Street and N Grant Street.
- Feasibility studies and/or projects that may include but are not limited to; street paving, traffic and transportation, structural engineering, sewer collections, wastewater treatment and storm water infrastructure replacement and/or repairs.
- Parks facilities planning, improvements and project management.
- Canby Wastewater Treatment Plant upgrades, including but not limited to; solids dewatering improvements, influent pump station design and construction, PLC/Power distribution upgrade, administration building updates, outfall diffuser and mixing zone improvements.

Future services may include:

- Provide civil engineering review support for land use applications addressing civil engineering elements such as road frontage improvements, utility requirements and storm drainage review and prepare conditions of approval.
- Provide engineering support in evaluating both on-site and off-site storm drainage issues for developments and coordination with the Clackamas County Building Department.
- Provide civil engineering support in assessing city impervious surface area requirements related to storm drainage.
- Provide civil engineering support for pre-construction meetings.
- Provide traffic study scopes, reports and review of development traffic studies.
- Create stormwater and wastewater facility plans and SDC updates.
- Provide maps, review as-builts and support GIS integration.

This request for qualifications shall be used to compile a list of interested and qualified firms who will be ranked in accordance with procedures as outlined in this document and the local and State of Oregon Contracting Rules. Qualified firm(s) selected will negotiate contract scope and price on

an individual project basis as they arise. Do not include any price or cost considerations with this Statement of Qualifications (SOQ).

Statement of Qualifications (SOQ) format and other related information is available at the City of Canby, Civic Services Bldg., 222 NE 2nd Avenue, Canby, Oregon 97013 or at <https://www.canbyoregon.gov/RFPs>.

Statements of qualifications shall be submitted in sealed envelopes **City of Canby, Civic Services Building**, no later than **4:00 p.m. PST, August 9th, 2024**, addressed to the attention of Jerry Nelzen, 222 NE 2nd Avenue, Canby, OR 97013. **The City does not receive postal mail at this address.** The outside of the envelope shall plainly identify the “RFQ for Professional Engineering and Technical Services” along with the name and address of the Proposer. Faxed or electronic (e-mail) responses will not be accepted. Responses received after the designated closing date and time will not be opened or reviewed.

INSTRUCTIONS AND CONDITIONS

2.1 GENERAL:

Firms must study carefully and conform to these "Instructions and Conditions" so that their Statements of Qualifications (SOQs) will be regular, complete and acceptable.

2.2 STATEMENT OF QUALIFICATIONS:

All SOQs shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation. Statements of Qualifications shall be submitted in said manner as indicated in these solicitation documents. Use of recycled material is encouraged, and the City reserves the right to use recycled material provided the provisions of ORS 279A.125 are met.

The Canby Review Committee reserves the right to reject any and all SOQs not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any and all SOQs upon the finding that it is in the public interest to do so and waive any and all informalities.

2.3. RECEIPT AND OPENING OF STATEMENTS OF QUALIFICATION:

Qualifications statements shall be submitted prior to the date and time fixed in the advertisement for SOQs. SOQs received after the date and time so designated will be considered late and will be returned unopened. No responsibility will be attached to any official of the City for the failure to open a SOQ not properly identified.

SOQs shall be opened so as to avoid disclosure of contents to competing firms during the process of negotiation. SOQs will not be available for public inspection until after such time that a contract is executed in accordance with ORS 279C.107.

2.4 NONDISCRIMINATION:

The successful firm agrees that, in performing the work called for by this RFQ and in securing and supplying materials, the firm will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.5 EMPLOYEES NOT TO BENEFIT:

No employee or elected official of The City of Canby shall be admitted to any share or part of any potential contract or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. No firm shall provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in violation of ORS Chapter 244.

2.6. CITY FURNISHED PROPERTY:

No material, labor or facilities will be furnished by the City unless otherwise provided for in future contracts for services.

2.7. COSTS:

All costs incurred by the firm in preparation of SOQs to this solicitation, including presentations to the City and/or for participation in an interview shall be borne solely by the submitting firm; the City shall not be liable for any of these costs.

2.8. DURATION OF REQUEST FOR QUALIFICATIONS

The list of firms generated from the responses to this RFQ shall be utilized for professional engineering and technical services for a period of five (5) years.

SCOPE OF WORK AND CONDITIONS

3.1 **PROJECT SCOPE**

Transportation and traffic engineering services, parks facilities planning and project management, wastewater treatment plant upgrades, collections and stormwater improvements from highly qualified consultants with demonstrated experience to provide traffic counts, reports, and modeling, surveying, geotechnical engineering, complete plan design, cost estimating, technical expertise in both field and office settings, project management, specialized inspection, transportation specialist support at public meetings, value engineering, and other engineering services as may be needed by the City.

Future projects may include:

- Design and construction, including bid support for street and sidewalk improvements on N Fir Street and N Grant Street.
- Feasibility studies and/or projects that may include but are not limited to; street paving, traffic and transportation, structural engineering, sewer collections, wastewater treatment and storm water infrastructure replacement and/or repairs.
- Parks facilities planning, improvements and project management.
- Canby Wastewater Treatment Plant upgrades, including but not limited to; solids dewatering improvements, influent pump station design and construction, PLC/Power distribution upgrade, administration building updates, outfall diffuser and mixing zone improvements.

Expectations:

Interested firms must be able to demonstrate successful experience providing similar services to other municipalities, or similar entities. The City will look favorably upon firms that have consistently provided complex and/or related consulting services within prescribed budgets and schedules. The City will expect the selected firms to dedicate experienced technical and project management staff to the assigned tasks to ensure that solutions are creative, effective, cost conscious, and coordinated with other activities on or adjacent to the City. Firms must submit statements of qualifications based on providing and/or coordinating all services required for the complete design of facilities or plans.

3.2 **PUBLIC INVOLVEMENT PROCESS**

The consulting team is expected to be a part of the public involvement process. The selected consulting team should anticipate, resources required for responding to public inquiries and attending meetings with City Staff, Planning Commission, and City Council.

3.3 **QUESTIONS, ADDENDUMS, CONTACT WITH CITY PERSONNEL:**

The City of Canby shall not be held responsible for any oral instructions. Any changes to this RFQ will be in the form of a written addendum.

Every request for an interpretation shall be made in writing and addressed to **Jerry Nelzen, 1470 NE Territorial Road, Canby, OR 97013** or by email to nelzenj@canbyoregon.gov) and, to be given consideration, must be received at least ten (10) days prior to the submittal due date. All such interpretations or addendums will be placed on the City's website <https://www.canbyoregon.gov/RFPs> not later than five (5) days prior to the due date for SOQs. Failure of any firm to receive any such addendum or interpretation shall not relieve such firm from any obligation under this RFQ as submitted. All addenda so issued shall become as much a part of the RFQ documents as if bound herein.

All firms interested in this project will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified above.

STATEMENT OF QUALIFICATIONS CONTENTS

4.1 GENERAL SUBMITTAL REQUIREMENTS:

The submitted Statement of Qualifications should contain the required elements as stated in Sections 4.2, "Detailed Proposal Contents" and address the project scope in Section 3, "Scope of Work and Conditions."

The City reserves the right to solicit additional information or clarification from the firms, or any one firm submitting SOQs, should the City deem such information necessary.

Do NOT include any price or cost considerations with this Statement of Qualifications.

Any firm-supplied material that is to be considered confidential must be so marked.

The SOQs shall be submitted in sealed envelopes and received at the **City of Canby, Civic Services Building**, no later than **4:00 p.m. PST, August 9, 2024**, addressed to the attention of Jerry Nelzen, 222 NE 2nd Avenue, Canby, OR 97013. **The City does not receive postal mail at this address.** Include the project name in the email subject title. Applicants will receive an email response stating their application was received. No late responses, hardcopy, or faxed materials will be accepted.

Please keep applications to a maximum of 20 pages (plus a maximum of 5 resumes) to address the SOQ criteria.

If a firm wishes to submit a company brochure, this may be done under a separate cover. The brochure will not be used in the selection process and may be retained in the City files.

4.2 DETAILED STATEMENT OF QUALIFICATIONS CONTENTS:

The Statement of Qualifications shall contain responses to the required criteria in the following format:

Section 1 Cover Letter

- a. A one-page dated cover letter indicating the firm's interest in the project with signature shall be submitted containing the name, address, tax filing name and number of the corporation or business structure submitting the SOQ. Please indicate if the firm is a resident vendor, as defined in ORS 279A.120. Also submit the name, address, telephone, email, and title of the person authorized to represent the firm.

Section 2 Table of Contents

- a. A table of contents of the material included in the proposal.

Section 3 General Firm Information

- a. Provide a general description of the firm. Include a delineation of proposed services, company experience, and preliminary approach to the projects outlined. This section may include a flow chart, methodology, unique management strategies, etc. Provide an organizational chart showing key personnel and their work location(s).
- b. Demonstrate specific capabilities for fulfilling the project requirements according to similar previous experience including years of business, bankruptcy filings, and bonding capability.
- c. Describe your firm's internal procedures related to work quality and cost control.
- d. Identify any contract or subcontract held by the firm which has been terminated, in default, or had claims made against it that resulted in litigation or arbitration in the last five years.
- e. Provide information on the types and amounts of insurance carried by the firm.

Section 4 Experience, Organization, and Qualifications of the Project Team

- a. Provide organizational structure of teams who would be assigned to this project, including experience and relevance of key personnel assigned to this project. Identify relevant education, professional certifications, years of experience and resumes (5 maximum resumes) of key personnel.
- b. Provide proof of eligibility to compete on Tier A PA or Tier B PA, ODOT Local Agency Transportation projects.**
- c. Identify a proposed project manager as a key point of contact for the City. Describe the project manager’s experience with similar projects.
- d. Include names, address, phone number, and a statement of qualifications and experience of subcontractors that may be used to complete project tasks (real estate acquisition, Geotech, surveyors, traffic/pavement studies, etc.).

Section 5 Example Projects

- a. Describe similar projects performed within the last 5 years which best characterize your firm’s capabilities, work quality, and cost control. Include project size, schedule, quality of performance, and role of participation in project by key personnel; including subcontractors. For each project include the name, address, email, and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which your team worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm.
- b. Provide any written letters of reference from agencies with similar projects if available.

Section 6 Principal Office Location and Local Participation

- a. Identify the location of the firm’s principal office and the office location of key staff expected to work on the project. Discuss staff availability and scheduling to work on City projects, in addition to ability to provide local presence for site visits and meetings.

Section 7 List of Exceptions

- a. This section shall describe any exceptions taken to any section in the RFQ.

EVALUATION AND SELECTION CRITERIA

5.1 STATEMENTS OF QUALIFICATION REVIEW:

A list of firms will be selected through a qualifications-based selection process as described in the City’s Local Contracting Rules and as provided under ORS 279. Each proposal will be evaluated based on responses provided to Sections 4, “Statement of Qualifications Contents” and addressing project scope as described in Section 3.

The Review Committee will evaluate the submitted SOQs and will consist of select Engineering and Public Works Staff.

The four (4) highest qualified firms will be contacted for further evaluation if necessary, that may include oral interviews and reference verifications. The primary intent in the selection process is to provide the City with a given level of specialized skill, knowledge, and resources and qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment.

Upon final selection of the most qualified firm(s), compensation and personal services contract scope and negotiations will take place. A sample Personal Services Contract may be found at the end of this document. During negotiation the City may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during

contract negotiations will become part of the final contract. The negotiations will identify a level of work and a fair and reasonable fee that best represents the efforts required. The City reserves the right to reject any and all proposals.

5.2 EVALUATION CRITERIA:

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

- 1. Content: (Section 4) 0-5 points**
Submitted Statement of Qualifications contain all required items as described in Section 4, "Statement of Qualifications Contents."
- 2. General Firm Information: (Section 4.2.3) 0-30 points**
The organization, experience, engineering, capability, and approach offered by the firm will be evaluated in terms of its applicability to the requirements specified in this RFQ.
- 3. Experience, Organization, and Qualifications of the Project Team: (Section 4.2.4) 0-20 points**
Professional experience of key personnel and expected subcontractors with similar projects will be evaluated.
- 4. Example Projects: (Section 4.2.5) 0-20 points**
Applicability of recently completed projects by the firm to projects anticipated by the City. Consideration of the firm's ability to competently design and control costs, quality, schedule, and work flow.
- 5. Principal Office Location and Local Participation: (Section 4.2.6) 0-10 points**
Availability of firm and staff to promptly resolve design or project conflicts.
- 6. Overall Evaluation of the Firm 0-15 points**
General overall evaluation of the firm and its perceived ability to best perform the required services.

TOTAL POINTS 100

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and XXXXX (Contractor). The effective date of this Agreement is _____ (“Effective Date”).

- 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 and incorporated by reference. Terms and conditions in this Agreement will take precedence over any conflicting term or condition in an exhibit to this Agreement, including Exhibit A.
- 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 \$XX,XXX.00 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.
- D. Contractor expressly acknowledges that as an independent contractor, Contractor is not entitled to indemnification by City or the provision of a defense by City under the terms of ORS 30.285.

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 of 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 will run from the Effective Date until terminated in accordance with Section 7(B) or XXXXXX(date). If the term ends on a specific date, the Agreement will terminate at 5pm on that date.
- B. 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 and Compliance with Laws. 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, the Contractor represents and warrants 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.

Without limiting its obligation to comply with all applicable laws, Contractor will comply with the following laws, which the State of Oregon requires to be expressly incorporated into this Agreement: ORS 279B.220; ORS 279B.230; and ORS 279B.235.

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

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. An umbrella or excess liability policy may be used to meet the above required limits of insurance, so long as the coverage in the umbrella or excess liability policy is concurrent with and at least as broad as the coverages required in Section 9.A and 9.B above.

D. For Professional Liability—errors and omissions—a \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

E. 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. The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, expense or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement, and Contractor shall indemnify, defend and hold the City of Canby harmless from and against such damages, injuries, losses, expenses or costs.

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. Applicable Law and Venue. The laws of the State of Oregon govern this Agreement, without regard to conflict of laws principles. Any dispute arising out of or related to this Agreement between the parties will be resolved in the Circuit Court of the State of Oregon, Clackamas County. The parties agree to the personal jurisdiction of Clackamas County Circuit Court.
14. 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.
15. 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.
16. Records. Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed. In addition, Contractor shall allow City (or any of its authorized representatives) to audit, examine,

copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

- 17. Third-Party Beneficiaries. The only parties to this Agreement are the City of Canby and the Contractor. No third-parties are intended to benefit from this Agreement, by implication or otherwise.
- 18. No Waiver. A waiver of any provision of this Agreement will only be effective if it is made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

CITY: Eileen Stein, Interim City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: XXXXXXXX

**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:

David Doughman, Interim City Attorney

8/4/23

LIST OF SUBCONTRACTORS

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

<u>Name of Business</u>	<u>Address</u>	<u>Phone</u>	<u>CCB#</u>

The City hereby approves the above listed subcontractors.

City of Canby

Date