



City of Stayton

Department of Public Works

362 N. Third Avenue • Stayton, OR 97383
Phone: (503) 769-2919 • Fax (503) 767-2134

REQUEST FOR PROPOSALS

SHAFF ROAD – GOLF CLUB ROAD ROUNDAABOUT DESIGN

Advertised Via Daily Journal of Commerce August 28th, 2020

Address proposals to: City of Stayton, City Hall
Attention: Lance S. Ludwick, P.E., Director of Public Works,
(503)769 -2919

Location: 362 N. Third Avenue, Stayton, OR 97383
Due: Friday, September 29th, 2020 at 2:00 p.m. local time

Proposals shall be mailed or delivered to the Stayton Public Works Office, located at 362 N. Third Avenue, Stayton, Oregon 97383, Attention: Lance S. Ludwick, PE, Subject: **“Shaff Road – Golf Club Road Roundabout Design”**.

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SECTION 1 - GENERAL INFORMATION

1.1 General

The City of Stayton (City) is located 14 miles southeast of Salem, along Highway 22 in the southern-central portion of Marion County, Oregon. A state route, Highway 22, runs along the north side of the City.

The Shaff Road / Golf Club Road intersection is located in NW Stayton. The intersection can be reached by taking Highway 22 to Golf Club Road, thence south on Golf Club Road until it intersects with Shaff Road. Shaff Road is classified as a Collector road west of the intersection, and a Minor Arterial east of the intersection. Golf Club Road is a Minor Arterial north of the intersection and Collector south (Wilco Road). Both roads are owned by Marion County, but will be developed to City of Stayton standards. This intersection will be used increasingly to support industrial uses located on and around the west side of Stayton.

The Shaff Road/Golf Club Roundabout Project (hereinafter referred to as the “Project”) is to design a single lane roundabout as identified in the City’s Transportation System Plan. The roundabout concept is included as Exhibit C

The objectives of this Project are to complete the design and construction drawings, specifications and necessary environmental clearances to be considered “shovel ready” for possible state or federal funding. City staff will complete all right-of-way negotiations and site development permitting necessary.

1.2 Invitation

The City is requesting proposals from firms (hereinafter referred to as the “Consultant”) qualified and interested in providing professional engineering services to the City for the Project.

This RFP contains the necessary information to understand the basic scope of work and responsibility, the consultant selection process, and the required documentation in submitting a proposal.

This will be a 2-phase response. Phase 1 will be qualifications based. After review of Phase 1 proposals, the top 3 ranked firms will be invited to submit a Phase 2 proposal, which will include a pricing component in conformance with ORS 279C.110

Contract/bidding documents may be obtained via the City’s website at; http://www.staytonoregon.gov/page/pw_Engineering. Select the Engineering page from the Department tab and look for the link under the Current Bid Advertisements section of the Engineering page.

1.3 Responses to Proposal

All responses to this proposal request must follow the directions stated within this RFP. Adherence to these rules will ensure a fair and objective analysis of the proposals. Proposals should be prepared simply and economically. Special bindings, colored displays, promotional materials, etc., are not necessary. Emphasis should be on completeness, brevity, and clarity of content.

1.4 Schedule

Action	Date	Time
Solicitation Advertisement	August 28, 2020	
Pre-Proposal Questions Due	September 15, 2020	2:00 PM
Responses to Questions Distributed by City	September 23, 2020	
Proposals Due (Phase 1 Qualifications)	September 29, 2020	2:00 PM
Phase 1 Review & Short List Announcement	October 13, 2020	
Phase 2 Request for Approach & Pricing Due	October 27, 2020	2:00 PM
Notice of Intent to Award Contract	November 2nd, 2020	
Challenge Period Expires and Award of Contract	November 12, 2020	2:00 PM
Council Award	November 16, 2020	
Begin Contract (Estimated)	December 1, 2020	
Contract Ends	October 1, 2021	

* These dates are approximate and subject to change.

1.5 Issuing Office

All correspondence pertaining to this RFP should be directed to Lance Ludwick, PE, Public Works Director, City of Stayton, 362 N. Third Avenue, Stayton, Oregon 97383. Email at: lludwick@ci.stayton.or.us.

1.6 Submitting Proposals

Proposals must be submitted via hard copy only, to 362 N. Third Avenue, Stayton, OR, 97383. Fax submissions or email copies will not be accepted. Proposals must be received by the date and time stated in the Schedule. The City assumes no responsibility for delayed or undelivered mail or express packages. Submittals that are late, incomplete, or misdirected will be considered non-responsive, **with no exceptions**.

The City of Stayton relies on the City's computer system clock to determine the correct time and is not responsible for any delays or difficulties experienced in the submittal of a Proposal. Please do not wait until the last minute to submit your proposal. **THE LAST DAY FOR QUESTIONS IS 5 BUSINESS DAYS PRIOR TO THE PROPOSAL DUE DATE.**

The proposal must be submitted in a sealed envelope, clearly marked as follows:

Attention: Lance S. Ludwick P.E.

RE: Proposal to RFP: Shaff Road – Golf Club Road Roundabout Design

Failure to clearly identify the Proposal in the subject line may cause misrouting of the Proposal and late delivery, resulting in disqualification.

Proposals must remain valid for at least sixty (60) days from the due date of this RFP.

1.7 Proposal Withdrawal

Any proposal may be withdrawn at any time before the "Proposal Due" date and time specified in **Section 1.4, Schedule**, by providing a written request for the withdrawal of the proposal to the City. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal on this or future projects.

1.8 Rejection or Acceptance of Proposals

The City, at its sole discretion, has the right to negotiate with any or all consultants regarding their proposals. Additionally, the City may reject or accept any or all proposals or parts thereof, submitted in response to this RFP.

The City expressly reserves the following rights to:

- a. Disregard any or all informalities or irregularities in the proposals.
- b. Reject any or all of the proposals or portions thereof.
- c. Base award with due regard to quality of services, experience, compliance with the RFP, and other factors as may be necessary under such circumstances.
- d. Reject all proposals and re-advertise at the City's sole discretion.

1.9 Selection of Consultant

The City's Selection Committee will recommend to the City Manager that the contract award be made to the proposer that is in the Committee's opinion, best qualified.

This will be a two-stage selection process.

Phase 1: The proposals will be evaluated based on the following evaluation criteria and scores:

Content and Evaluation Criteria	Maximum Pages	Maximum Score
1. Introductory letter	1	5
2. Mandatory Exhibit A	0	Pass/Fail
3. Project Understanding & Key Issues	2	35
4. Project Team & Organization	1	30
5. Project Examples (3 max)	3	15
6. Management and Quality Control	1	10
7. Proposal Clarity	0	5
Appendix: 5 Resumes	5	0*
Totals	13	100
Interviews (if held)		100
Totals		200

* Resumes scores are included in Project Team & Organization points.

Phase 2: At the completion of review of Qualification proposals, the top 3 ranked proposers will be invited to submit the following:

Content and Evaluation Criteria	Maximum Pages	Maximum Score
1. Project Approach	3	50
2. Project Schedule (11x17)	1	35
3. Proposed Fee	1	15
Totals	5	100

Total points for cost will be determined according to the following formula:

A = Total possible points = 15

L = Lowest cost proposed

X = Cost being scored

B = Awarded Score

Formula: "L" divided by "X" times "A" = "B"

Example: If A = 15 Points, L = 250,000; X = 325,000; then: $\$250,000 / \$325,000 \times 15 = 11.5$ points

1.10 Requirement of Insurance

Consultant shall at its own expense provide the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the consultant or its insurer(s) to the City.

The successful proposer shall provide certification of all coverages and shall name the City of Stayton as "an additional insured" on all except workers' compensation and Professional Liability insurance policies prior to signing the contract. The City is defined as the entity named on the declarations page of the coverage agreement and its officers, employees, consultants and agents including volunteers, authorized to act on behalf of the City.

1.11 Execution of Contract

This RFP does not commit the City to award a Contract. However, the total cost for professional services will need to be approved by the City Council. If approved, it is anticipated that the contract for professional services should be signed within a week of Council award of the contract.

The selected Consultant will be expected to sign a written Contract (Professional Services Agreement) which incorporates appropriate parts of this RFP and the selected Consultant's Proposal. The written Contract will also require that the selected Consultant comply with applicable local, state and federal laws, rules and regulations. **A sample of the written Contract is included in Exhibit D.** Those who wish to submit a Proposal to the City are required to carefully review the sample Contract.

Work shall begin expeditiously after issuance of the City's "Notice To Proceed", which will be provided to the selected Consultant after the execution of the contract.

1.12 Public Records

Any material submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Consultant, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information which the proposers do not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of this RFP, each page containing confidential information should be clearly marked "NOT FOR PUBLIC DISCLOSURE CONFIDENTIAL TRADE SECRETS". The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and claims arising out of any public record request for such information shall be at the proposer's expense.

1.13 Tax ID Number

Proposals must state the proposer's Federal/State of Oregon Taxpayer Identification Number. **See Exhibit A - Statement of Qualifications Form.**

1.14 Recycled Products Statement

Proposers shall use recyclable products to the maximum extent economically feasible in the preparation of the proposals, and the selected proposer shall continue the same practice in the performance of the contract work in accordance with ORS 279B.270.

1.15 Federal/State/Local Requirements

The selected proposer shall comply with all Federal, State and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, 279B.235, and 279B.270. In addition, proposers agree to comply with:

- a. Title VI of the Civil Rights Act of 1964;
- b. Section V of the Rehabilitation Act of 1973;
- c. The American with Disabilities Act of 1990 and ORS 659A.425;
- d. All regulations and administrative rules established pursuant to the foregoing laws; and
- e. All other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

Proposer is subject to the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires the provision of Worker's Compensation coverage for all employees working under this contract. The City's programs, services, employment

opportunities and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability or political affiliation.

1.16 Payment

The City will pay the Consultant under contract for services performed based on the approved rates and the scope of work completed. The City will make monthly progress payments within thirty (30) calendar days following receipt of properly itemized invoices.

Payments for extra work not described in the Professional Services Agreement scope of services will only be made when authorized in advance and in writing by the City's Director of Public Works prior to such work being performed by the Consultant.

If the Consultant anticipates that the fee is going to surpass the not-to-exceed figure because a task has changed and is outside the scope, the Consultant shall notify the City in writing of the circumstances with an estimated amount that the fee is to be exceeded. The Consultant shall obtain written permission from the City before exceeding the not-to-exceed fee amount. If the Consultant does work that exceeds the maximum fee amount prior to obtaining the written permission, the Consultant waives any right to collect that exceeding amount.

SECTION 2 - SCOPE OF WORK

2.1 Scope of Professional Services & Responsibility

The Consultant shall provide adequate personnel and resources to accomplish the objectives of this Project. Various tasks for this Project are outlined later in this section. Key personnel must be identified and the time allocated for each task needs to be clearly specified.

The Consultant shall provide a wide range of responsible and responsive professional engineering services. The Consultant is expected to provide a highly qualified and experienced team and be able to deliver satisfactory products and services.

The Consultant is encouraged to propose changes or additions to the scope of work if the Consultant believes that these changes will provide added benefit to the Project. Such proposed modifications shall be noted as separate additive or deductive tasks.

All recommendations and information produced in this Project shall comply with applicable Federal, State and City regulations and requirements.

The City requires the completion of the project according to the schedule listed in section 1.4. The City's budget for the design and right-of-way phase of this Project is \$325,000 (not including acquisition). **A detailed scope can be found in Exhibit B.**

2.2 City's Responsibility

The City will perform the following tasks:

1. Provide a Project Manager responsible for the overall project management and coordination between the Consultant and the City, and with any of the City's other service providers.
2. Provide previous documents. If any of these documents are utilized, the Consultant shall verify to ensure the accuracy.
3. Make available City policies, regulations, guidelines and records such as as-built information and geographically referenced GIS maps, as available.
4. Assemble and transfer all required information and data, both hard copy and electronic, at no charge to the Consultant.
5. Coordinate communication among City staff and provide a unified guidance/direction to the Consultant.
6. Coordinate staff review. Staff review time for the deliverables will be two weeks.
7. Ensure that City staff members provide timely responses to questions, and be available for any meetings requested by the Consultant. Meetings between City staff and the Consultant will take place either by Zoom conference or an in-person meeting. The in-person meeting will be held at Public Works Administrative Office located at 311 N. Third Avenue, Stayton, Oregon 97383. The time, place and method will be determined at a later date.
8. Review and process Consultant's payment requests.
9. Negotiate any contract amendments, as needed.
10. Perform other tasks as negotiated.

SECTION 3 - PROPOSAL REQUIREMENTS AND EVALUATION

3.1 Proposal Submittal

Sealed proposals for the Project will be received by the City until **Tuesday, September 29, 2020** at 2:00 pm, local time at Stayton Public Works Administrative Office, 362 N. Third Ave, Stayton, OR 97383. Proposals will not be received after such date and time.

Proposals must be submitted in a sealed envelope clearly marked as follows:

Attention: Lance Ludwick, PE, Public Works Director
RE: Proposal to RFP: Shaff/Golf Club Road Intersection Design

To receive consideration, submit proposals in accordance with the following instructions:

- *Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.*

The City recognizes that in the submittal of proposals, certain information is proprietary to the consultant and that the safeguarding of information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any consultant where the proposer identifies those portions of its proposal that are proprietary. See Section 1.12, Public Records.

3.2 Proposals Format

Proposer must submit one original hard copy of their proposal, stapled in the upper left hand corner, and one electronic copy on a portable USB (thumb) drive. To provide a degree of consistency in review of the written proposals, firms are required to prepare their proposals in the standard format specified below.

The proposal may not exceed 10 pages with a minimum 11 point font size. Covers, dividers, table of contents, Mandatory Exhibit A, and resumes are not included in the page count.

When using double sided printing, each side of the page is counted as one page. A proposal exceeding the specified number of pages may be considered non-responsive, and the proposal may not be considered

3.2.1 Phase 1: Qualifications Review

3.2.1.1 Introductory Letter (1 page, 5 points)

The introductory letter shall include, but not be limited to, the following information:

- Provide an overview of the Proposer's submittal, highlighting key points, understanding of the Project, key personnel capabilities and expertise, and the experience that qualifies your firm to successfully complete the project.
- Describe any specialties or unique strengths your firm has that relate to the requested services.
- The address of the office that will be providing the service.
- Project manager's name, telephone number, fax number, and email address.

Every public contract that is subject to Oregon Revised Statute 279B must include a representation and warranty from the consultant that the consultant has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The public contract must also require a covenant from the consultant to continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract and provide that a consultant's failure to comply with the tax laws of this state or a political subdivision of this state before the consultant executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

By signing the cover letter, Consultant certifies compliance with the tax laws of the State of Oregon or a political subdivision of the State of Oregon and provides a covenant to continue to comply with the tax laws of this state or a political subdivision of this state for duration of this contract.

3.2.1.2 Project Understanding and Key Issues (2 pages, 30 points)

- a) Provide a detailed understanding of the Project
- b) Provide a detailed description of the critical issues that must be addressed for this Project to be successful
- c) Provide a high-level description of critical schedule elements to be addressed. If the Project can or cannot be completed in the timeframe noted under Section 1.3, please indicate the proposed schedule and what steps Consultant would recommend to meet the City's desired schedule. *No schedule is required for this phase of the response.*

3.2.1.3 Project Team & Organization (2 pages, 30 points)

- a) Provide an overview of the Consultant team highlighting their experience, qualifications and technical capabilities that are relevant to the project.
- b) Describe Consultant's team key personnel experience, qualifications and technical capabilities related to the scope of services requested in this RFP.
- c) Provide an organizational chart of the proposed Project team
- d) Describe your team's communication methods; provide an example of how this method provides benefit to the Consultant team, and ultimately the City.
- e) Indicate the number of other projects that will be managed by the Project Manager and under design by the lead engineer during the time they would be assigned to this Project

Key Staff Resumes

Provide 1-page resumes (in the appendix) for the following Consultant's team key staff:

- a. Project Manager or Engineer of Record

- b. Lead Roadway Engineer or Stormwater Engineer
- c. Lead Stormwater Engineer or Pavement Engineer
- d. Lead Pavement Engineer or Lead Environmental Specialist
- e. Other key personnel
- f.

Each resume must show the years of experience, license or certifications and relevant project experience. For similar project experience, indicate if work completed with another firm(s).

3.2.1.4 Project Examples (3 pages, 15 points)

Provide project examples of projects delivered by the project team. Projects referenced should be of similar scope and magnitude to this project. Include in each project example the following information:

- a. Design Cost (original & final)
 - i. Describe reasons for higher final
- b. Construction Cost (original & final)
 - i. Describe reasons for change orders
- c. Client Reference
 - i. Name
 - ii. Agency
 - iii. Phone Number
 - iv. E-mail address
- d. Design Duration

3.2.1.5 Management & Quality Control (1 page, 5 points)

- a) Describe the approach and methodology of managing work tasks and coordination, as well as the sequence and control of field and office operations to accomplish the work in a timely manner. Indicate how the Consultant ensures project progress and quality control.
- b) Describe Consultants approach to cost estimating.
- c) Mention how and to what extent the need for utilizing City personnel to assist the Consultant within the duration of the Project and indicate the approximate time requirement.

3.2.1.6 Proposal Clarity (no pages, 5 points)

Proposers do not need to provide a written response to this criterion.

The proposal must be organized in accordance with the list of Scoring Criteria categories in section 1.9. Proposals will be scored by evaluators on the following factors: Proposal format; ease of finding clear, concise responses that correlate with the order of evaluation criteria in this RFP; and Consultant's ability to follow instructions.

3.2.2 Interview (If Held)

If interviews/follow-up questions are conducted, the following will apply:

- a) A minimum of 3 evaluators shall score the interviews/follow-up questions
- b) The interviews/follow-up questions will have a maximum score of 100 points
- c) The number of Consultants selected for interviews/follow-up questions will be, to the greatest extent practicable, at least the two highest ranked Consultants based on Proposal scores.
- d) Follow-up questions will typically be sent via e-mail to Consultant(s) as an alternative to face-to-face interviews. Proposers' responses to the follow-up questions must be received by the City at the physical address shown on page 1 on a CD or USB memory stick by the deadline set forth in the City's e-mail to Consultants. However, City may conduct face-to-face interviews if determined necessary after conducting written follow-up questions.
- e) Interviews normally require physical attendance at Agency's offices; however, Agency may elect to conduct interviews via teleconference or video conference. Further details will be included with notification of time and date of interviews, if conducted.

3.2.3 Phase 2: Approach, Schedule & Fee Review

The top 3 ranked firms from Phase 1 will be invited to submit Phase 2 proposals. Proposers will be given the scoring results of Phase 1.

3.2.3.1 Project Approach (2 pages, 30 points)

- a) Provide a detailed approach to the Project, describing key deliverables, reports, studies, and PS&E development.
- b) Relate each step of the approach to the Project schedule developed in 3.3.2.2.

3.2.3.2 Project Schedule (1-11x17 page, 10 points)

- a) Provide a Gantt schedule from Project kick-off through bid advertisement. Include design, right-of-way, and permitting.

3.3.3.3 Pricing Proposal (1-11x17 page, 15 Points)

Provide details of estimated hours, staff positions and hourly rates to determine a complete and not-to-exceed project fee. Sub-total between the major areas of work to match project approach. Pricing is to include all sub consultants.

Phase 2 Appendix:

Firm Rates

Provide 1-page rate sheets (in the appendix) for the Prime and Sub consultant firms. Each

rate sheet shall be valid through December 2021 and include all positions in the firm.
Provide fully loaded rates for each position.

EXHIBIT A
STATEMENT OF QUALIFICATIONS (SOQ) FORM

EXHIBIT A – STATEMENT OF QUALIFICATIONS FORM

**Shaff Road – Golf Club Road Roundabout Design
August 2020**

Legal Business Name: _____

Form and State of Organization: _____

Registered dba, if any: _____

Main Office Address: _____

Telephone Number: _____

E-mail address: _____

Tax Identification Number: _____

Resident Bidder Status: _____

Representation, Covenant and Warranty of Undersigned and Proposer

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

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

By causing this proposal to be executed by the undersigned and delivered to the City, the Consultant makes the following representations and warranties:

- a. Consultant has read and understands the terms and conditions contained in the RFP, had the opportunity to protest any term or condition that it found unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFP, including, but not limited to the contract conditions.

- b. Consultant will accept the terms and conditions of the City's standard contract (example provided). Any proposed changes must be accepted by the City via addendum prior to the RFP submittal.
- c. Consultant has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- d. Consultant has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
- e. Consultant has not been listed by the Oregon Consultant's Board or the Oregon Department of Administrative Services as a person disqualified or ineligible to bid on or perform work under public contracts.
- f. Consultant agrees to meet all requirements contained in the RFP if it is elected to provide the services requested by this RFP.

Authorized Signature: _____

Print Name and Title: _____

Date: _____

EXHIBIT B

Shaff/Golf Club Road Roundabout
Scope of Services

EXHIBIT B

Shaff Road /Golf Club Road Roundabout Scope of Services

Stayton Project Number 2020-01

August 20, 2020

PROJECT BACKGROUND

Situated in the northwest of Stayton, the Shaff Road / Golf Club Road intersection is expected to experience congestion with the pending industrial development on the western edge of Stayton. Shaff Road is classified as a Collector road west of the intersection, and a Minor Arterial east of the intersection. Golf Club Road is a Minor Arterial north of the intersection and Collector south (Wilco Road). Both roads are owned by Marion County, but will be developed to City of Stayton standards.

The intersection is currently all-way stop controlled and operates at an acceptable level of service. However, based on existing vehicular volumes, this intersection meets signal warrants as prescribed in the Manual for Uniform Traffic Control Devices. Additionally, during the public engagement process conducted during the Transportation System Plan update in 2019, this intersection was noted to need intersection control upgrades to improve traffic flow. Four alternatives were evaluated for this location:

- a no-build alternative in which no changes are made to the existing intersection,
- a single-lane roundabout,
- a traffic signal with the addition of an eastbound left-turn lane, and
- a traffic signal with the addition of an eastbound left-turn lane and realignment of the southbound approach to smooth the horizontal curve.

Through the TSP update process, the roundabout was selected as the preferred alternative, which was supported by the public, project advisory committee, and ultimately city council.

PROJECT UNDERSTANDING

The primary purpose of this professional & related services contract is to obtain the necessary permits and prepare final plans, specifications, and engineer's cost estimate (PS&E) for the public solicitation of construction bids to construct a single lane roundabout at the intersection and extend a sidewalk north to Oak Estates. A concept for the roundabout was developed in the City's recently adopted TSP update.

New stormwater collection and conveyance systems will be constructed.

Lastly, the City will lead the bid advertisement efforts. The City will look to the consultant to provide assistance during the bidding process in order to respond to bidder inquiries and revise PS&E documents as needed (via addenda) to reduce risks during construction.

Construction administrative duties, including: construction engineering, construction management, observations, and inspections will be deferred to a separate contract to be approved with the award of the construction contract to the apparent lowest responsive & responsible bidder.

Project Limits:

Shaff Road: Salem Ditch to Quail Run Ave

Golf Club Road/Wilco Road: Willamette Valley Lumber south driveway to the Oak Estates mobile home park main entrance (approximately 1000' north and south of the intersection).

Lane Configuration/Geometry:

Single lane roundabout, no right turn by-pass lanes.

Water Quality/Quantity:

Stormwater will be treated via a water quality/detention facility to be located on Shaff Road prior to outfalling into an existing City storm system.

Lighting:

Dark Sky Friendly LED Cobra lighting will be included. A photometric analysis will be required.

Franchise Utilities:

Utilities will relocate; the City is not required to reimburse utilities for relocation unless they are in a private easement.

Sanitary/Water:

No major changes to Sanitary/Water are anticipated.

Natural Resources:

No sensitive areas are indicated on the City's Local Wetland Inventory. A programmatic memo will be required to confirm the LWI.

Hazardous Materials:

No Hazardous Materials are anticipated within the project footprint. A programmatic memo will be required to confirm this assumption.

Walls:

No walls are anticipated.

Landscaping:

Street trees and planter strips will be incorporated into the design. Bark mulch or grass seed will be shown to match existing landscaping behind the sidewalk along the entire corridor. Minimalist, native, drought tolerant landscape design will be incorporated into the roundabout. No irrigation systems will be required.

Public Involvement/Outreach:

Public Involvement will be a combination of Public Open Houses and special interest group presentations. Due to the alignment and corridor already being established and ROW negotiations involving the adjacent property owners, assume there will NOT be any project specific citizen or technical advisory committees, or groups created for the project. Assume a City Council presentation at a regular meeting or work session is anticipated plus up to two additional, similar meetings for council/boards/commissions.

Right-of-Way (ROW):

Assumed 6 possible files for ROW and easement acquisitions will be required; 3 parcels, located on the west side of the intersection have pending development and will have dedicated a portion of the ROW necessary. 1 parcel is assumed necessary for the water quality facility. The remaining two parcels (Shell gas and McDonalds) may require minor and temporary easements.

SPECIFIC SCOPE OF SERVICES

Summary of Work

Survey, engineering design, traffic engineering, geotechnical engineering, public involvement/outreach, landscape design services, and ROW acquisition services up through bid award for this project based on the scope of services described herein.

- Task 1.0 Contract Administration
- Task 2.0 Traffic Analysis
- Task 3.0 Geotechnical & Pavement
- Task 4.0 Surveying & Mapping
- Task 5.0 Drainage & Water Quality Studies
- Task 6.0 Utility Coordination
- Task 7.0 Environmental
- Task 8.0 Hazardous Materials
- Task 9.0 Public Involvement/Outreach
- Task 10.0 Preliminary Design (30%)

Task 11.0 Final Design (60%, 90%, & 100% Bid Ready)

Task 12.0 ROW Acquisition

The duration of this project is assumed to be from December 2020 through September 2021 for the completion of design, and Right-of-way tasks. Assume construction will occur when funding is allocated.

CONSULTANT RESPONSIBILITIES

Task 1.0 Contract Administration

Consultant will:

- Prepare and maintain a contract and task decision log documenting all proposed changes to the projects (i.e. change orders and notices to proceed) as well as the proposed schedules and deliverables.
- Complete Subconsultant management tasks as defined in the attached Subconsultant scope of services.
- Prepare monthly invoices and progress reports. Consultant assumes a 9-month timeframe for the project to be designed and bid ready.
- Create a project specific quality management plan. Quality control activities will be completed for each deliverable.

1.2 Project Coordination, Communication & Team Meetings

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from the City (Project Management Team "PMT"). The Consultant Project Manager will direct all meetings and provide direction to the rest of the team as the project progresses. These meetings will have a specific agenda with a predefined objective and outcome to address and resolve project issues as they are encountered. Agendas will be distributed a minimum of 3-days in advance of the meeting. 3-4 consultant staff will be present at each meeting (PM, Lead Engineer, and rotating discipline staff)

- It is assumed that monthly in-person PMT coordination meetings (2 hours each) will be held during the design phase of the project (9-month time frame). Meetings to be held at Consultant's office, with up to 3 of the meetings held at the City of Stayton.
- Weekly telephone conference calls with the Project Team (1 hour each)

1.3 Project Scheduling

Consultant will prepare a project schedule at the on-set of design. Quarterly updates will be provided with a bi-weekly look-ahead updates.

Task 1.0 Deliverables:

- *Contract/Task Decision Log*
- *Monthly Progress Reports*
- *Quality Management Plan*
- *Monthly Invoices*
- *Quarterly Project Schedule Updates and Bi-Weekly Look-Ahead Updates*
- *Meeting Agendas*

Task 2.0 Traffic Analysis

2.1 Data Collection/Processing

Consultant shall:

- Obtain or collect weekday 24-hour traffic counts for vehicle speed and classification along the corridor in support of the Pavement Design. The counts shall be compared to those collected for the TSP for possible factoring.

2.2 Traffic Memo

Consultant shall:

- Prepare a summary technical memorandum describing the key findings from tasks 2.1

Task 2 Deliverables:

- *Summary Technical Memorandum of traffic data (.pdf)*

Task 3.0 Geotechnical & Pavement

The key geotechnical issues for the project are pavement design for widening and rehabilitation of the existing pavement.

3.1 Pavement Testing & Lab Analysis

The geotechnical and pavement investigation will be performed to provide recommendations for construction and widening of the intersection within the project limits. The pavement project elements are limited to pavement preservation and pavement widening with the following scope:

- Obtain and review available information regarding the existing road section within the project area, if available.
- Complete hand auger borings in new pavement and infiltration locations to depths of up to 10 feet below ground surface.
 - Obtain soil samples at 2.5- and 5-foot intervals. Up to two (2) locations are estimated.
 - Complete shallow infiltration testing (up to 5.0 feet below ground surface) in up to two of the explorations.
- Conduct a visual distress survey of the existing pavement, including logging the extent and severity of moderate to severe distresses. Mark coring locations in the field.
- Obtain one-call utility locates for explorations and obtain permits through the City and Marion County.
- Provide traffic control during field explorations through a subconsultant.

- Conduct Falling Weight Deflectometer (FWD) tests at 100-foot intervals in the outside wheel path of the travel lanes of existing pavement. FWD tests in adjacent lanes will be offset by approximately 50 feet.
 - Up to two (2) locations are estimated.
 - Obtain soil samples at 2.5- to 5-foot intervals.
- Complete diamond core and solid-stem auger pavement borings within the road surface to depths of approximately 5.0 feet below ground surface for use in pavement widening and rehabilitation design.
 - Up to six (6) locations are estimated (alternating sides of the road)
 - Obtain bulk soil samples directly under the pavement structure to be used for full depth reclamation laboratory testing.
 - When appropriate, cores will be located at pavement cracks.
- Conduct the following laboratory tests using soil samples obtained from the explorations:
 - Up to six moisture content tests in general conformance with American Society for Testing and Materials (ASTM) D 2216
 - Up to one atterberg limit tests in general conformance with ASTM D 4318
 - Up to two tests for soil gradation in general conformance to ASTM D422 for use in infiltration calculations.

Assumptions:

- Environmental permitting will not be required for the field work related to geotechnical investigations.
- The drill cuttings are not contaminated and may be disposed of off-site by our drilling subconsultant; the City will be notified of the final disposal site. If the drill cuttings appear to be contaminated, the City will be informed immediately, and Consultant will take necessary action upon authorization.
- Flagging and traffic control for drilling will be subcontracted.
- Permit fees will be provided by the City.

3.2 Pavement Design

The pavement design report will provide pavement rehabilitation and widening recommendations to include the following:

- Provide the results of the infiltration testing.
- Analyze the FWD data to back calculate the in-situ resilient modulus of the subgrade soils and the effective structural number of the existing pavement structure.
- Estimate the traffic loading by calculating equivalent single-axel loads based on 48-hour traffic classification counts provided by the project team.
- Evaluate rehabilitation and widening options based on FWD testing, subgrade conditions, soil borings, laboratory results, and traffic data.
- Provide pavement recommendations for rehabilitation and widening.

- Provide construction recommendations for site preparation, structural fill compaction criteria, and wet/dry weather earthwork procedures.
- Project management including attendance at a project kick-off meeting and discussions with the design team and the City.

Task 3 Deliverables

- *Draft Infiltration Results memo (.pdf)*
- *Draft & Final Pavement Report (.pdf)*

Task 4.0 Surveying & Mapping

4.1 Topographic Survey

The project's survey limits will include:

- 1000' North and South, 500' east, and 1800' west of the intersection, including the following:
 - 25' outside existing ROW, up to building fronts, including fenced back yards.
 - 200' radius from the center of the concept roundabout location.
 - 100' outside existing ROW on the north side of Shaff Road between Golf Club Road and the Salem Ditch.
 - 100' of each side street (within the ROW)

Consultant will complete a topographic survey in English units for the project area.

- Features to be shown include trees 2" (two-inches) or more in diameter-at-breast-height (dbh), utilities, utility poles, overhead wires, fences, area lights, culverts, driveways (including width and length), sidewalks, pathways, crown line of streets, edge of pavement, ditches, traffic and other permanent signs, and structures as accessible.
- Underground features such as utility line sizes, rim elevations, invert elevations, fuel tanks, wells, septic tanks, and drain fields will be shown as indicated by surface features and other information including as-built drawings and utility company data.
- Existing striping will be located where needed to design the project striping.
- Photos of site conditions will also be taken.
- A geo-referenced drone aerial image will be included with the survey.
- Reference the network and all mapping to the City of Stayton approved vertical datum. The Vertical Datum will be NAVD 88. A GPS derived elevation will be utilized using the Oregon Real Time Network (ORGN). Closed loop Digital differential level measurements will run through all of the on-site Control.

The field topographic data will be incorporated into an English topographic survey base map and digital terrain model utilizing AutoCAD Civil 3D.

4.2 Horizontal Control, Monument Recovery, and Pre-Construction Record-of-Survey

Consultant will:

- Retrace all existing rights-of-way within the project corridor. Consultant shall search all survey records on file with Marion County, to reestablish existing centerlines of each right-of-way.
- Research deeds and Record Surveys, including but not limited to all property surveys, county road surveys, original county road resolutions, section corner surveys, and Donation Land Claim (DLC) surveys.
- Keep all copies of the research data collected, including but not limited to surveys, deeds, assessors' maps, county road maps, government corner surveys, and horizontal and vertical control data sheets in the Consultant's Project file. Consultant shall provide all project-related data and records to the City at the end of the project.
- Survey found property corners, property line fences and the existing edges of pavement to establish existing road centerlines and rights-of-way. Consultant shall tie at least one (1) Public Land Survey System (PLSS) corner as necessary to show a relationship to the road centerlines. Consultant shall provide at least one (1) PLSS corner tie for ROW descriptions and the filing of a Record Survey.
- Show adjacent property lines and existing rights-of-way on the Project Base Map using Consultant's ROW retracement. Consultant shall prepare and file a Pre-Construction Record of Survey conforming to all applicable County standards with the County Surveyor's office. To perpetuate monument locations as required under ORS 209.155. Scale for survey map will be 1"=40', or as approved.

4.3 Utility Coordination Staking

Consultant will:

- Provide 50' PK Nails at ROW centerline
- Provide a spreadsheet of centerline reference points and elevations to utility companies for use in excavating existing utilities ("potholing") at points of potential conflicts.
- Provide staking of proposed storm system structures and storm lines.
- Add "potholing" data when available to the project base map.
- Assist utilities in gathering pothole data. Provide survey crew to tie potholed utilities when requested.
- Eight (8) two-person crew hours and four (4) office hours are assumed for all efforts within this task.
-

4.4 Right-of-Way Descriptions & Exhibit Maps

Consultant will:

- Use City of Stayton Easement Templates
- Prepare descriptions on all required permanent easements and right-of-way dedications on 8 1/2" x 11" paper.
- Descriptions will be dated and stamped by a professional land surveyor licensed in the State of Oregon.
- Descriptions for the properties will reference the last recorded deed by type of deed, owner's name, book and page, and date recorded. This information is to be taken from the last vesting deed.
- Descriptions will reference easements as "Permanent" i.e. (Permanent Slope Easement, Permanent Public Utilities Easement, Permanent Drainage Easement, Etc.).
- Descriptions will reference dedications of right of way as Parcel 1 and easements as Parcels 2 through 6. Multiple easements per Parcel are acceptable i.e. (Parcel 2- Permanent Slope/Permanent Public Utilities easement).
- Develop 8 1/2" x 11" parcel map for each parcel that an easement or dedication of right-of-way is required on. Parcel maps should be referenced as "Exhibit B". Consultant will provide 2 or 3 examples of descriptions to be reviewed by the City Project Manager and Attorney before proceeding with all the descriptions on the project. Each description will include the following:
 - Reference centerline stations on the map. Show the distance from the centerline to existing right-of-way line and from centerline to proposed right-of-way and/or easement line(s) on the parcel map.
 - On each parcel map provide a legend showing with a hatch area is being acquired. Give the areas for each parcel in acres or in square feet, if the area is small. Note: Legend should be consistent from file to file. For example, a hatch used for a permanent slope easement would be the same for all files on the project.
 - Show north arrow, appropriate scale, project name, City project number and date exhibit was prepared.
 - Feet are to be shown on all distances in "Exhibit B" (excluding centerline).

4.5 Right-of-Way Staking

Consultant will:

- Stake proposed and existing ROW and easements for appraisals and acquisition process (7 files). Stakes to be provided at approximate lot lines, transitions, and

50' intervals on tangent sections. Assumes all staking can be accomplished in 2 trips to the site.

Task 4 Deliverables

- *Topographic Base Map (.dwg (C3D v.2020)*
- *Draft Pre-Construction Record of Survey (.pdf)*
- *50' Centerline PK Nail markers*
- *Final Pre-Construction Record of Survey (hardcopy submittal to County for Filing)*
- *Legal Descriptions and Exhibits (12) (.pdf)*
- *ROW Staking (7 files)*

Task 5.0 Drainage & Water Quality Studies

5.1 Existing Stormwater System Review and Downstream Analysis

Consultant shall:

- Review current City of Stayton Stormwater Master Plan (2009), including review of the drainage basins and available capacity in the downstream systems. Cross reference the City's stormwater master plan with Santiam Water Control District's current stormwater masterplan to identify major discrepancies.

5.2 Stormwater Management Concept Plan

Consultant shall:

- Prepare a concept management plan that includes options for stormwater collection, treatment, and conveyance to a proposed facility on Shaff Road connecting to the Salem Ditch.
- Develop conceptual cost estimate.

5.3 Preliminary Stormwater Report

Consultant shall:

Prepare a preliminary stormwater report that shall be submitted with 30% plans. The purpose of this report is to develop the overall recommendations of the basic storm water conveyance system layout, pipe/culvert outfall locations, treatment, and storage concepts. These recommendations do not contain full facility designs. It is a tool to assist in the selection of the types and locations of the facilities to be designed. Consultant shall prepare the Preliminary Stormwater Report following the outline below:

- **Introduction and Title** – This section shall list Project name, road name, beginning and ending mile points, and date of the report. The introduction will include the

names of the engineering staff who prepared the recommendations, the purpose of the report, a brief description of the Project, and a summary of treatment/storage concepts and recommendations on their use.

- **Existing and Proposed Conditions Narrative** – The introduction will be followed by a narrative that describes the proposed changes to the existing conditions. The pollutant removal and storage targets will also be included in the narrative.
- **Proposed Mitigation Alternatives** – This section will include a brief generic discussion of proposed mitigation alternatives. The topics addressed will include location, removal efficiency, storage capacity, constructability, maintenance, and cost. BMP and storage alternatives from respectively will be evaluated and listed.
- **Other Issues** – This section shall discuss mitigation issues that are not addressed in the previous section on alternatives.
- **Recommendations** – This section shall discuss preliminary recommendations about the proposed alternatives. Aspects that shall be addressed include dependability, ease of construction, ease of maintenance, cost, and appearance.

5.4 Final Stormwater Design Report

Consultant shall prepare a final stormwater report for the project that shall be submitted with 90% plans. The purpose of this report is to develop design documentation for final stormwater designs. Significant facilities include, but are not limited to, any of the following:

- Storm drain systems with pipes larger than 12 inches in diameter,
- Stormwater quality facilities, and
- Stormwater control facilities (detention, retention, infiltration, split-flow structures, etc.)

The City of Stayton Adapted the City of Portland Stormwater Management Manual for their Stormwater manual. The City also has Public Works Design Standards that must be followed for stormwater improvement design.

Stormwater design report will describe in detail the facilities following approval of the Preliminary Stormwater Report. This report provides facility design information such as the type, size, location, critical dimensions, and features. The Stormwater Design Report shall be completed after the advance plans and concurrently with the preparation of the final plans.

Consultant shall prepare a Final Stormwater Design Report in accordance with City of Stayton standards. The facility design(s) incorporated in the final plans should comply with the information in the stormwater report unless approval for any change has been obtained from the engineer of record for the Stormwater Design Report. The report is expected to have the following sections:

- 1) **Cover Sheet and Index** - The report cover sheet includes the title, the Project name, the roadway name and number, the beginning and ending mile points. This information will match with the data provided on the title sheet for the plans. The cover sheet will carry the seal of the engineer of record.
- 2) **Project Overview** - including the following:
 - a. Project description, including the overall Project scope, including the need for the Project.
 - b. Purpose of the study, including a brief description of the facility design objectives, including the source of the objectives (i.e. environmental regulations, local drainage requirements such as drainage master plans, liability concerns, etc.). This topic will be discussed in more detail in the body of the report. This discussion also includes the following.
 - i. Statement that the design objectives have been met.
 - ii. Explanation about why any design objectives have not been met, if this is the case.
 - c. Key issues affecting Project scope, need, or design.
 - d. Summary of the results, as would be desired by a casual reader of the report, including abbreviated tables of pipe sizes and other facilities for quick reference.
- 3) **Background Information** - including information about the existing conditions and factors influencing the design. It includes the following.
 - a. Watershed characteristics, both pre-construction, post-construction, and at the level of buildout expected at the end of the facility design life. Topics to be discussed are drainage area sizes, land uses, and other characteristics affecting drainage.
 - b. Project area characteristics, with emphasis on the drainage systems.
 - i. Pre-construction conditions.
 - ii. Description of the existing drainage facilities.
 - iii. Description of existing drainage problems if present.
 - iv. Condition of the existing system.
 - v. Post-construction conditions, including a description of the proposed facilities.
 - c. The outfall, including the following.
 - i. Description of the outfall, including condition.
 - ii. Discharges expected at the outfall in the pre-construction, post-construction, and buildout at end of design life land use conditions.
 - iii. Discussion of the ability of the outfall to satisfactorily convey the three previously listed discharges.
 - d. Utilities, including the following.
 - i. Summary of the utility location information available and used in the design. Mention the limitations of the utility location data. Mention if

utilities are present, there may be conflicts, and the utility locations are not known.

- ii. Description of any utilities that affected the design, their effects, and how the effects were addressed in the design.
- e. Investigations, including the following.
 - i. Research/previous studies used in the design should also be referenced.
 - ii. Site reconnaissance used to collect design data should be mentioned.

4) **Design** - including detailed design information.

- a. Design criteria, mentioning all criteria used in the design. References are made to published material available externally, and also to correspondence and other material retained in the supporting data file.
- b. Analysis methods used in the design, including the following.
 - i. Hydrology, including method used, with assumptions.
 - ii. Hydraulics, including method used, with assumptions.
- c. Narrative and calculations used in the design. Summary of the design calculations will be included in this section, and references are made to detailed information in the supporting data. Include a separate subsection for each facility or system.
- d. The consultant will maximize the use of Low Impact Development Approaches (LIDA) for the water quality and detention components of this project.

5) Maintenance is addressed in this section, if any special activities will be required, or unusually frequent maintenance is expected. Detailed information will be included in an "Operation & Maintenance Manual"

Task 5 Deliverables

- *Basin Hydraulic Analysis Memo (.pdf)*
- *Concept Treatment sketches & estimates (3) (.pdf)*
- *Draft & Final Preliminary Stormwater Report (.pdf)*
- *Draft & Final Stormwater Report (.pdf)*

Task 6.0 Utility Coordination

6.1 Utility Coordination

Consultant will initiate coordination with utilities and incorporate utility provided relocation plans into the design documents. The locations and elevations of existing utilities and options for resolving conflicts will be investigated. This work will include working with the City and utility companies to "pothole" crossings and other areas to identify and eliminate conflicts. It is expected that potholing will be provided by the utility companies and the

Consultant will provide field survey. Once “potholing” data is obtained and mapped, the Consultant will provide it to the agency or company that owns and operates the utility.

Consultant will:

- Host a Utility Coordination Meeting at the City offices, inviting all known utility owners in the corridor, to confirm completeness of the one-call locates and to begin relocation and undergrounding design. This meeting will occur after the topographic survey (Task 2.2) is complete.
- Prepare a Utility Conflict Report and send utility conflict letters to the affected utility companies describing the conflicts that exist, and the required adjustment to eliminate the conflict. A spreadsheet of centerline reference points and elevations will be provided to utility companies for use in excavating existing utilities (potholing) at points of potential conflicts. Consultant will also provide the conflict list to an independent potholing service who will provide quotes to the utilities and coordinate with the Project team to aid in gathering pothole data. The schedule for making the necessary adjustment ahead of the beginning of road construction will be identified.
- Provide survey utility staking (task 4.3) of the conflict locations to aid utilities in potholing their facilities.
- Review pothole data provided by the utilities and make recommendations (i.e., Subsurface Utility Engineering) to the stormwater design to minimize utility relocation.
- Prepare a Utility Relocation Letter of conflict for each utility notifying them of unavoidable conflicts with a mandatory relocation date.

Task 6 Deliverables

- *Utility Coordination Meeting Notes (.pdf)*
- *Utility Conflict Report (.pdf)*
- *Subsurface Utility Engineering Report (.pdf)*
- *Utility Relocation Letter (.pdf)*

Task 7.0 Environmental

7.1 Wetland Programmatic Memo

Consultant shall review available data and conduct a site visit to confirm Local Wetland Inventory Maps. Prepare programmatic memo for project file summarizing finding. If wetlands are found, a contract amendment will be negotiated for formal delineation, concurrence, and permitting.

Task 7 Deliverables

- *Programmatic Memo (.pdf)*

Task 8.0 Hazardous material

8.1 Hazardous Materials Assessment

The purpose of the Hazardous Materials Corridor Study (HMCS) is to review the development history and current use of the properties adjacent to proposed roadway right-of-way and evaluate whether contaminant releases from these adjacent properties have been reported to regulatory agencies or may have occurred based on the current or known historical uses of the properties.

Consultant shall perform Modified Level 1 HMCS of the project corridor according to American Association of State Highway and Transportation Officials (AASHTO) criteria for a Corridor Study. The study shall generally conform to the scope and limitations of the American Society for Testing and Materials (ASTM) E 1527-13: *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. Standard Practice E 1527-13 addresses the range of contaminants within the scope of the *Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)* and petroleum products.

Performance of a HMCS is intended to reduce but not eliminate uncertainty regarding the existence of environmental conditions within the Project corridor. The AASHTO practice is intended primarily to identify potential sources of contamination and hazardous materials that could impact the project. Based on the AASHTO guide, the HMCS constitutes appropriate inquiry into current and past uses of properties within the project corridor and is consistent with good commercial or customary practice.

Assumptions:

- Consultant has permission to access the project corridor and all structures necessary to perform the aforementioned activities.
- The Level I HMCS does not include an evaluation for the presence of lead-based paint, asbestos-containing materials, or other hazardous building materials that may be present within the Project corridors.

Site Reconnaissance

Consultant's qualified environmental professional shall conduct a reconnaissance of the project corridor to observe the property to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles. The periphery of the project corridor shall be inspected while on site and from adjacent public thoroughfares.

Consultant shall inspect the project corridor for visual signs of contamination, presence of hazardous materials, and environmental problems. Consultant shall view adjacent parcels and existing uses shall be reviewed for potential environmental impacts. Consultant shall

use color photographs to document the condition of the project corridor at the time of the inspection.

Historic Research

Consultant shall attempt to identify historic uses of the project corridor from the present to at least 1940. Consultant shall review one or more of the following standard historical sources, when the records are reasonably ascertainable. These sources include aerial photographs, fire insurance maps, property tax files, recorded land title records, United States Geologic Survey (USGS) topographic maps, city directories, building department records, zoning/land use records, and other historical sources.

Records Review

Consultant shall conduct a records search for the project corridor, which shall include a review of publicly available environmental records obtained from the US Environmental Protection Agency (EPA) and the Oregon Department of Environment Quality (DEQ). The following federal, state, and tribal lists shall be reviewed: National Priorities List (NPL); Comprehensive Environmental Recovery, Compensation, and Liability Information System (CERCLIS); Resource Conservation and Recovery Act (RCRA) Transport, Storage and Disposal (TSD); RCRA generators; Environmental Response Notification System (ERNS); Underground Storage Tank (UST); leaking UST; Hazardous Materials (HAZMAT); and landfill sites. Listed properties within the minimum search distances specified by E 1527-05 shall be identified. Consultant shall review the records and make conclusions based on the data.

In addition, Consultant shall contact County assessor and the environmental health, fire, building, and planning departments for pertinent environmental information pertaining to the project corridor. If necessary, Consultant shall review available files at the DEQ office in Salem, Oregon, for additional records pertaining to the project corridor and surrounding properties.

Physical Setting Review

Consultant shall obtain a current United States Geodetic Survey (USGS) topographic map and current aerial photographs of the project corridor. Consultant shall also review published information regarding soils, geology, and hydrogeology of the project corridor and region.

Task 8 Deliverables

- *Draft and Final Level 1 Hazardous Material Assessment (one electronic copy in .PDF form per submittal)*

Task 9.0 Public Involvement/Outreach

Public involvement will be carried out in parallel with other alternative development activities. This task includes the work necessary to conduct a variety of public involvement activities. It is assumed the program will consist of open houses, community events, and presentations to City Council. Due to the current COVID-19 Pandemic these meetings may take place via Zoom, Microsoft Meetings, or in-person observing suggested distancing protocols recommended at the time of the meetings. The consultant should bid accordingly.

9.1 Open Houses

Consultant will:

- Prepare for and attend two public open-houses designed to present the current design of the project. It is anticipated that open houses will be held at the 30% and 60% stages.
- Prepare invitations for City to distribute.

9.2 Community Events

Consultant will provide staff (2-staff) attendance at community events. Participation will be limited to the budget included with this task and assumes all displays will have been created under a different task, such as re-using displays and/or exhibits created for an Open House or City Council meeting. Events include, but are not limited to: Farmers Market, Stayton School District events, and other seasonal events near City Hall/Library/Old Town.

9.3 Outreach & Presentations

Consultant will prepare for and attend up to four (4) special interest/private citizen meetings and two (2) City Council/Board/Commission meetings to present the current design of the project.

Task 9.0 Deliverables:

- *Mailers for City to print/distribute (3)*
- *Open House Plans and Meeting Summaries (2)*
- *Open House Graphics (Strip Map, typical section board, 3D visualizations, timeline)*
- *Small Group Outreach Meeting (up to 16 meetings, 1-hour in duration)*
- *Public Involvement Summary (1)*

Task 10.0 Preliminary Design (30%)

10.1 Roadway Design Charrette

The intent of the design charrette is to provide an overview of the national trends and how agencies are integrating performance-based design into their project development

process. This session will explore various options for roundabout approach legs, cross section, and roundabout treatments, consider trade-offs about the performance of the interaction of safety, operations, and design, as well as identify opportunities to meet the overall project needs.

Consultant will:

- Prepare for and attend a design charrette with the City.
- Meet with City Engineering and public works staff for a 2-hour workshop to address key aspects of the roundabout design.
- Prepare tool-box of available design variations for consideration.

10.2 Alignment and Grade (30% submittal)

This task will build on the outcome of the design charrette and develop a preferred alternative for the roundabout.

Consultant will:

- Provide the roadway elements associated with up to three (3) roundabout center point alignments and cross section alternatives developed for the project. The activity includes but is not limited to shifting the roundabout center point, or modifications of the typical section to avoid significant trees, properties, or utilities.
- Provide an evaluation matrix of the alternatives to compare impacts and benefits of the alternatives. Evaluation criteria will be determined by the City.
- Collaborate with City staff to determine the preferred alternative.

10.3 Photometric Analysis (30% submittal)

Consultant will prepare conceptual lighting memorandum detailing types of lights and approximate locations for approval by City. A photometric analysis will be provided once light types are approved. Conduct up to two (2) photometric analyses of LED fixtures to determine a conceptual-level street light pole layout.

10.4 Landscape Concept Memo (30% submittal)

Consultant will prepare a conceptual memorandum describing the landscape treatments of the proposed landscape planting plan for the roadway corridor and water quality facility. This is intended to summarize the conversations during the design charrettes.

10.5 Stormwater Conveyance Concept Alignment and Grade (30% submittal)

Based on the storm drainage report and design charrette, the Consultant will develop conceptual drainage layout and profile grades. This will validate outfall options and storm drainage system depth. This will also provide locations of potential utility conflicts and potholing needs. Consultant will design storm design system and design of the stormwater quality and quantity facility to the City standards and for the new impervious area being

constructed. Consultant will incorporate the City of Stayton guidelines and new criteria in sizing stormwater facility.

10.6 Construction Estimate

Consultant will provide quantities and 30% design construction cost estimates with each alternative.

Task 10.0 Deliverables:

- *Design Charrette meeting minutes*
- *Conceptual Strip Maps*
- *Alternatives Analysis Documentation*
- *30% Strip Map of Preferred Alternative (one electronic copy in PDF form and one paper copies)*
- *Alternatives & Analysis (one electronic copy and 3 bound copies)*
- *Photometric Plan*
- *Landscape Design concept memo*
- *Conceptual Stormwater Conveyance Layout*
- *Cost Estimate*

Task 11.0 Final Design (60%, 90% and 100% Bid Ready)

The outcome of Task 10 (i.e., preferred alternative) will be the foundation for proceeding with the plan production of the preferred design. This task includes the final construction documents necessary to solicit permits and advertise for construction bids. We anticipate the following construction sheets being required:

Sheet Series Title	Number of Sheets
Cover, Legend, Index	3
Typical Sections	3
Details	8
Traffic control/Staging Plan	16
Grading & Erosion Control	8
Detailed Grading (Curb Return)	5

Detailed Grading (Driveway)	6
Detailed Grading (Intersection)	2
Regional WQ Facility	6
Landscape	8
Plan & Profile	16
Illumination	5
Signing & Striping	7
Earthwork Cross Sections	24
Total	117

11.1 Roadway Construction Plans (60%, 90%, and 100% Bid Ready)

Consultant will prepare construction drawings for the described improvements. The following tasks will complete the final construction plans for the project:

- Before beginning any final construction plans, the project team will meet with City staff to refine design elements identified during the preliminary design and to focus on the parameters of the design.
- Prepare and organize all construction drawings. Identify which City standard drawings are needed. The construction plans format will be in accordance with City standards. Details will show pay limits for the bid items.
- Design plans will show the existing locations of manholes, catch basins, valves, culverts, utility poles, utility lines (alignment, size, invert elevation, and depth), existing easements, utility lines and sizes, property corners, and approximate property lines.
- Prepare Detailed Grading Sheets.
 - ADA Ramps:
 - Roundabout: 8
 - Driveways: 8
 - Intersections:
 - Oak Estates
 - Quail Run Ave
- Finalize Water Quality Facility Design
- Finalize erosion control plans.

- Finalize street and storm sewer plans (sizing performed in Task 5). Final profiles will be prepared for street and storm sewer plans. Plans will show proposed right-of-way and easement lines.
- Finalize Hydrant relocation plans.
- Provide signed electronic PDF's of the contract plans.
- Provide digital copies of all deliverables. Plans will be in AutoCAD Civil 3D format.

11.2 *Illumination Plans (60%, 90%, and 100% Bid Ready)*

Based on photometric analysis developed in task 10.3, consultant will conduct the following to prepare illumination plans:

- Coordinate with City staff, Pacific Power, and the project design team to confirm applicable design elements including fixture types, fixture wattages, pole heights, and target illumination levels.
- Coordinate with the power company and the City to verify the street light pole layout and the power source location.

11.3 *Signing & Striping Plans (60%, 90%, and 100% Bid Ready)*

Consultant will prepare a signing and striping plan per the Manual on Uniform Traffic Control Devices (MUTCD) and City standards.

- Develop up to seven (7) signing and striping plan sheets for the project area.
- Develop up to four (4) detail sheets associated with the signing and striping plan.

11.4 *Construction Staging Plans (60%, 90%, and 100% Bid Ready)*

It is assumed that the roundabout will be constructed in four (4) stages and constructed with asphaltic concrete pavement. The following tasks will complete the temporary traffic control plans (TCP):

- Coordinate with City for construction staging strategies and any local signing or circulation needs.
- Prepare up to fourteen (14) plan sheets detailing each phase of roundabout construction.

11.5 *Landscape Construction Plans (60%, 90%, and 100% Bid Ready)*

Consultant will prepare planting plan & details for street trees and permanent seeding. We assume temporary irrigation design will be provided by the consultant for street tree establishment.

11.6 *Earthwork Cross Sections & AMG Model Preparation*

Consultant will prepare 25' cross sections of the proposed improvements: finish grade, subgrade, and sidewalk; including showing the Right-of-way & easements, and storm system. Prepare grade sheets of the design for the consultant's and

inspector's use. A CAD File of the design terrain model will be prepared for the consultant's use in Automated Machine Control Grading.

11.7 Construction Specifications (60%, 90% and 100% Bid Ready)

Consultant will prepare the technical specifications following the ODOT/APWA format. After the 30% strip map has been reviewed, prepare an outline of the anticipated specification sections and any special/unique sections. At the 90% submittal, the technical specifications and bid documents will be bound into a formatted, comprehensive document. It is assumed the ODOT 2021 Specification template will be used.

11.8 Construction Estimates (60%, 90% and 100% Bid Ready)

Consultant will provide quantities and construction cost estimates for the 60%, 90%, and 100% submittals.

Task 11.0 Deliverables:

- *60%, 90% & 100% Construction Plans (one electronic copy in PDF. form and four paper copies per submittal)*
- *Roadway Cross Sections (one electronic copy in PDF. form and four paper copies per submittal)*
- *Construction DTM (CAD)*
- *Construction Specifications (60%, 90% and 100% Bid Ready) (one electronic copy in PDF. form and four paper copies per submittal)*
- *Construction Estimates (60%, 90%, and 100% Bid Ready) (one electronic copy in PDF. form and four paper copies per submittal)*

Task 12.0 Right-of-Way and Real Property Acquisition Services

Consultant will provide ROW process following State of Oregon's Right of Way Manual and the Consultant Service Guide. It is assumed a total of 7 acquisitions are required for the projects (1 is complex [stormwater treatment facility], 2 are simple [dedication from developers], and 3 are minor [temporary easements]) and that there are no relocations, property management and/or condemnation files involved in the project. It is assumed that the complex acquisition will be taking-and-damage appraisal formats. The remaining 6 simple and minor acquisitions will be done via value finding or other simple method performed by the City. It is assumed that the acquisitions will be acquired in the City of Stayton's name.

12.1 Right-of-Way Research

Consultant will complete right-of-way research (preliminary title reports) as needed to locate and identify existing easements and property ownership.

12.2 Right-of-Way Map

Consultant will develop right-of-way map showing existing and proposed Right-of-Way line and permanent and temporary easement lines for all ROW files. The Right-of-Way map is to be provided to the Right-of-Way staff upon delivery of 60% construction plans. Right-of-Way map is to be updated as construction plans are updated and produced. Right-of-Way map is to be delivered with construction plans.

- Scale for the right-of-way map, shall be in English units, the scale is to be an appropriate Engineering scale such as 1"=20', 1"=40', 1"=60', 1"=100'.
- For each parcel, show map and tax lot number, site address number and file number.
 - Major improvements within 50 feet of the outer most area of acquisition will be shown. If no acquisition is being acquired for a particular parcel, then show major improvements 50 feet from the existing right-of-way line. (Examples of major improvements to be shown on the right-of-way map are: houses, outbuildings, driveways, fences and other miscellaneous features needed for design.)

12.3 Preliminary Activities

Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice (GIN), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map (marked Preliminary and showing the right of way to be acquired) to all owners and occupants of affected properties where a taking and damages or value finding appraisal will be conducted (1 file). Consultant shall mail GINs via certified mail. Consultant shall use County GIN form. Consultant shall email a copy of each GIN as a separate file to the City Public Works Director.

At this time Consultant will also deliver the Temporary Construction Access Agreement (TCAA) access agreement offers to affected property owners where only a Temporary Construction Easement is needed. TCAA offers will be delivered in person where possible, and by certified mail when an in-person meeting is not possible.

Consultant shall prepare and maintain a Diary of Personal Contact for each file. The Diary of Personal Contact must include dates associated with the mailing of the GIN and/or TCAA in addition to the date, place of contact, parties contacted, what was delivered and explained, and a summary of what was discussed, for all contact with affected property owners and/or their representatives.

12.4 Appraisal & Appraisal Review

Taking and Damages appraisals shall be conducted by an Oregon State Certified Appraiser on one (1) identified properties. Appraisal reviews will also be conducted by an independent appraiser, separate from the initial appraisal on five identified properties that are appraised. Consultant will provide copies of the appraisal and appraisal review to the

City who will recommend Just Compensation based on the appraisal. Just Compensation shall be no less than the review appraisal amount.

There are six (6) files where the acquisitions are simple (permanent easements), and Value Finding valuations will be provided by the City in order to set just compensation.

City will negotiate files where only temporary construction easements are needed. Property rights for these files will be acquired using Temporary Construction Access Agreements (TCAA). The Right of Way agent will deliver an offer of \$500 for each affected property owner. If the TCAA is not able to be reached with these property owners, Consultant will complete the acquisition as additional services as authorized for these files.

All Valuations will be packaged for City review and Council Approval prior to authorizing task 12.5.

12.5 ROW Acquisition

Consultant will draft all offer documents for the City's approval. Once approved and just compensation is set by the City, Consultant will tender all offers to the 7 acquisition files in writing at the compensation shown in the appraisal review, value finding, or TCAA and approved by the City Council. Conveyances taken for more or less than the approved Just Compensation will require a statement justifying the settlement. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions. All signed documents will be submitted to the City for signatures, recording, and payment. Consultant will complete a diary of contact for each property owner.

Task 12 Deliverables:

- *Preliminary Title Reports*
- *Right-of-Way Map (one strip map)*
- *Right-of-Way Descriptions (7)*
- *Right-of-way Staking*
- *General Information Notice Letters (7 files)*
- *1 appraisal and 1 appraisal reviews*
- *6 Value Finding offers*
- *7 completed right of way files*

Reimbursable Expenses:

The reimbursable budget estimate is based on our experience with this project type and the governing agencies. It is an estimate only. Additional budget may be necessary to complete the project.

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. Vehicle mileage is reimbursed at the current IRS rate for project related travel.

The following project related expenses are reimbursed at cost:

- External Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage
- Other Direct Expenses (survey filing fees; project specific supplies, etc.)

ASSUMPTIONS

The Consultant has made the following additional assumptions related to this project.

1. All permits and application fees will be paid by Stayton, or as a reimbursable expense at cost.
2. Major access management improvements (i.e. parking lot recirculation plans, frontage road designs, etc.) are not included at this time.

CITY'S RESPONSIBILITIES

The City will:

1. Coordinate the relationship with other jurisdictions involved in the project, with adjacent property owners and with the general public.
2. Provide City standard drawings and details when possible.
3. Provide as-built CAD files of recent construction projects
4. Assist in utilities coordination and facilitate the timely receipt of utility data from the private utility companies.
5. Maintain the public involvement mailing list, obtain public meeting facilities, refreshments, and project press releases.

EXHIBIT C

**SHAFF ROAD / GOLF CLUB ROAD ROUNDABOUT CONCEPTUAL
DESIGN**

EXHIBIT C

SHAFF ROAD / GOLF CLUB ROAD ROUNDABOUT CONCEPTUAL DESIGN



EXHIBIT D

CITY OF STAYTON
SAMPLE PROFESSIONAL SERVICES CONTRACT

SAMPLE CONSULTANT CONTRACT

**STANDARD TERMS AND CONDITIONS
FOR AGREEMENT TO FURNISH CONSULTING SERVICES
TO THE CITY OF STAYTON, OREGON**

**For
SHAFF ROAD – GOLF CLUB ROAD
ROUNDBOUT DESIGN**

ARTICLE I: SCOPE

For consideration set forth in Article V, the firm of **Right-of-Way Associates, Inc.**, a professional consulting firm, hereinafter referred to as Consultant, as an independent contractor, agrees to provide consulting services to the City of Stayton, Oregon, a municipal corporation, hereinafter referred to as the CITY, for the improvements described in this agreement and **attachment A**, that incorporates these Standard Terms and Conditions. Unless modified in writing as set forth in Article II by the parties hereto, the duties of the Consultant and the CITY shall not be construed to exceed those services and duties specifically set forth in the agreement.

ARTICLE II: MODIFICATIONS

CITY or Consultant shall not make modifications in these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications, which do not meet these requirements, shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE III: RESPONSIBILITIES OF THE Consultant

- A. Notice to Proceed. The Consultant will not begin work on any of the duties and services listed in attachment A until the CITY directs in writing to proceed. Authorization to proceed on additional services not defined in attachment A shall be in the form of an amendment as defined in Article II.
- B. Level of Competence. The Consultant is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professional consulting firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement.
- C. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation of these cost estimates, the Consultant will apply its experience and judgment.

- D. Document Preparation. Consultant will prepare and furnish all deliverables, outlined in attachment "A," necessary for completion of the duties listed in Article I and the completion of the project.
- E. Access to Records. The Consultant agrees to preserve and maintain for at least three years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to the Consultant in the course of the performance of its duties under the terms of this contract. The Consultant further agrees that the CITY, or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.
- F. Ownership of Documents. Upon completion of this agreement, all design and planning drawings and documents, including computer disks, shall become the joint property of the CITY and consultant. The consultant will furnish the CITY with the indicated number of copies of each document per this agreement and attachments. Both parties will exercise discretion in any re-use of said documents and both agree to hold each other harmless for any application of documents for any purpose other than the originally intended single use for the above named project.
- G. Local, State, or Federal Requirements. The Consultant covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279.310, et seq, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279.011, the Consultant further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279.310, et seq, as though each obligation or condition were set forth fully herein. In addition the Consultant covenants and agrees that in the performance of its duties hereunder, it will comply with all other local Stayton Municipal Code, state, and federal requirements applicable to the City of Stayton for projects of the type in question.

The Consultant, its subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

ARTICLE IV: RESPONSIBILITIES OF THE CITY

- A. Authorization to Proceed. The CITY shall authorize the Consultant in writing to proceed prior to the Consultant starting work on any of the services listed in Article I.
- B. Access to Records, Facilities and Property. The CITY shall comply with reasonable requests from the Consultant for inspection or access to the CITY's records, facilities, and properties.

- C. Timely Review. The CITY shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of the Consultant.

ARTICLE V: COMPENSATION

CITY agrees to pay for the services in attachment "B" in accordance with the compensation provisions in this agreement.

Payment will be made within 30 days after the receipt of billing for each service rendered during the month. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any Consultant billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.

ARTICLE VI: INDEMNIFICATION

The Consultant agrees to indemnify, defend, and hold harmless the CITY, its designated agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of the Consultant, its officers, employees, or agents.

ARTICLE VII: INSURANCE

During the life of this agreement, the Consultant shall maintain the following minimum insurance:

- A. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired vehicles. \$500,000 minimum.
- C. Statutory workers' compensation and employer's liability insurance as required by state law.
- D. Professional liability insurance in the amount of \$1,000,000.

ARTICLE VIII: ASSIGNMENT

This agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this agreement.

Use of subconsultants by the Consultant or subsidiary or affiliate firms of the Consultant for technical or professional services shall not be considered an assignment of a portion of this agreement, and the Consultant shall remain fully responsible for the work performed, whether such performance is by the Consultant or subconsultants. No subconsultants shall be used without the written approval of the City.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and Consultant.

ARTICLE IX: INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of CITY and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article II.

ARTICLE X: SUSPENSION OF WORK

The CITY may suspend, in writing, and without cause, all or a portion of the work under this agreement. The Consultant may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. The Consultant may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

CITY may terminate all or a portion of the work covered by the agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent of the time expended on the terminated portion of the project prior to the effective date of termination. Consultant shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing and closing as

described in this Article. If no notice of termination is given, relationships and obligations created by this agreement shall be terminated upon completion of all applicable requirements of this agreement.

ARTICLE XII: SURETY

This section intentionally left blank

ARTICLE XIII: FORCE MAJEURE

Neither the CITY nor the Consultant shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XIV: DISPUTE RESOLUTION

In the event a dispute arises between the parties as to the terms of this agreement, the matter shall first be addressed through mandatory mediation.

If not settled by mediation, the parties shall resolve the matter by binding arbitration in accordance with Oregon laws.

ARTICLE XV: DISPUTE COSTS

In the event either party brings action to enforce the terms of this agreement or to seek damages for its breach, or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XVI: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this agreement, its interpretation and performance, and other claims related to it. Venue for dispute shall be in Marion County, Oregon.

IN WITNESS WHEREOF, the parties have mutually entered into this Agreement on _____, 2020.

CONSULTANT:

CITY OF STAYTON, OREGON:

By: _____

By: _____

NAME TITLE

Keith D. Campbell, City Manager