

REQUEST FOR PROPOSALS

City of Stayton Stormwater Master Plan Update

Proposal Due Date:

AUGUST 22, 2023, AT 2:00 P.M. LOCAL TIME



**CITY OF STAYTON,
MARION COUNTY,
OREGON**

DATED THIS JULY 21, 2023

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Section 1 - General Information

1.1 – Request for Proposals

The City of Stayton (City), through the Public Works Department, is requesting proposals from firms (hereinafter referred to as the "Consultant") qualified and interested in providing professional engineering services to the City for the completion of an update to the Stormwater Master Plan (SWMP) and provide services for the installation and monitoring of 10 groundwater monitoring wells throughout the City for observing groundwater levels (hereinafter referred to as the "Project").

This request for proposal (RFP) contains administrative and procedural information concerning instructions for preparation and submittal of Proposals, a preliminary schedule and scope of work, an explanation of how the Proposals will be evaluated, and conditions that will be included in any Contract which may be awarded as a result of this RFP. Special bindings, colored displays, and promotional materials, etc., are not necessary. Emphasis should be on completeness and clarity of the content.

This RFP is not all-inclusive. The City encourages Consultants to exercise their innovation, sound professional judgment, experience, and knowledge. Consultants are invited to propose alternative or additive scopes of work the Consultant believes will better reflect the goals of the City and the funding available. The City reserves the right to negotiate a final scope and cost with the selected Consultant.

A City selection review committee will evaluate the Proposals, interview candidate firms if deemed necessary, score the Proposals as defined in this RFP, and recommend award to the City Council. Proposals will be received until **2:00 pm (local time) August 22, 2023.**

The City may reject any Proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all Proposals upon a finding of the City if it is in the public interest to do so.

1.2 – Background and Objective

The City of Stayton is located in Marion County, Oregon, approximately 12 miles southeast of Salem along the North Santiam River. The City consists of approximately 3.2 square miles of land and has experienced steady growth over the past several decades. Following a decline in growth during the 2010s, growth has resumed in recent years with approximately 300 new dwelling having been constructed. The City's existing SWMP was completed by Keller Associates, Inc. more than a decade ago in May 2008. The City recognizes changes in growth projections, land use, zoning, urban growth, and new stormwater requirements that have occurred since the completion of the 2008 SWMP, and therefore, the need for a SWMP update.

The City's current inventory indicates that the stormwater system is comprised of over 27 miles of storm drainage pipe, 980 catch basins, 16 public detention facilities, and 69 outfalls to receiving water bodies, with approximately 4 miles of open channel.

The current SWMP plan was written with assumptions of growth rates that have not been borne out and before revision of the Public Works Design Standards to implement more stringent stormwater management practices and implement "Low Impact Development" principles. The SWMP study will be based on current population projections from Portland State University and the current PWDS.

The SWMP study area includes the entire City of Stayton Urban Growth Boundary (UGB), but needs to recognize conditions, trends, and development activity beyond the UGB. The study area will also include storm drainage facilities from streets and highways that are under various local, county and state jurisdictions. The selected Consultant shall be responsible for coordination of the various levels of government, as well as coordinating the public's involvement in the development of the plan.

The purpose of the SWMP update is to evaluate the City's existing storm drainage system, study area characteristics, stormwater planning, operation, and provide recommended stormwater system improvements. The SWMP update will evaluate the various stormwater basins within the City's UGB and will recommend priority stormwater system improvements for surface water collection, conveyance, stormwater quality, infiltration, detention, and discharge.

Project objectives include:

- A. Provide an updated analysis of the existing stormwater system including an inventory and evaluation to provide the basis for developing the recommended stormwater system improvements.
- B. Recommend improvements and additions to the stormwater system so that it will continue to adequately serve the City over a 20-year planning period. These improvements will include rehabilitation and upgrading of existing stormwater system plus proposed storm drainage extensions to new areas to meet current and future requirements.
- C. Review the stormwater operations and maintenance program, facilities, and procedures, and recommend any additions and changes so that the stormwater system can be maintained in an efficient and cost-effective manner.
- D. Develop a stormwater capital improvement plan to adequately plan for the short-term, mid-term, and long-term stormwater system needs.
- E. Install 10 temporary groundwater monitoring wells throughout the City for the purpose of observing monthly groundwater levels for 2 years, in order to determine the City's high seasonal groundwater elevations for the various stormwater basins. A separate memorandum will be prepared by the consultant showing the results of the two-year study.
- F. Update the funding aspects of the SWMP that explain how the recommended stormwater improvement projects identified in the capital improvement plan will be able to be funded so the stormwater system improvement projects can be constructed.
- G. Review and evaluate existing stormwater agreements, policies, standards, and laws relevant to the SWMP to ensure that the City's SWMP reflects and is consistent with local, county, and state stormwater agreements, policies, and standards, and is in compliance with state and federal stormwater regulatory requirements. Recommend changes to existing

stormwater plans, policies, and standards to meet the needs of the community and for state and federal stormwater regulatory compliance. Include stormwater best management practice strategies to implement the City's TMDL Action Plan.

This project is one that Stayton citizens have a considerable amount of interest in. There will be a Technical Advisory Committee and a Citizen Advisory Committee for this project. The Consultant should plan on a minimum of 3 and maximum of 4 meetings with each Committee. The Consultant will complete the notices, agendas, minutes, and any handouts/presentations for these meetings. The City will send out the notices, etc.

Adoption of the SWMP Update will constitute an amendment of the City's Comprehensive Plan. The Consultant will attend the Planning Commission public hearing and the City Council public hearing required prior to final adoption by the City Council.

Below are some resources that are available:

- A. City of Stayton Comprehensive Plan (on the website).
- B. City of Stayton Municipal Code (on the website).
- C. City of Stayton Public Works Design Standards (on the website).
- D. City of Stayton Geographical Information System (GIS) data.
- E. Executive Summary of the 2008 Stormwater Master Plan.
- F. Current XP-SWMM Model of Storm Drainage System from 2008 to selected Consultant.
- G. Available Record Drawings.

1.3 – Proposal Due Date and Issuing Office

Submit three (3) copies of the Proposal in a sealed envelope marked "**PROPOSAL FOR SWMP UPDATE**" and submit one (1) copy of the Proposal Cost of Services in a separate sealed envelope marked "**PROPOSAL FOR SWMP UPDATE COST OF SERVICES**" to the following:

City of Stayton
Attn: Lance Ludwick, P.E., Public Works Director
362. N. Third Avenue
Stayton, OR 97383

Proposals must be received by the City no later than **2:00 pm (local time) August 22, 2023.** Consultants who wish to submit Proposals by mail may do so at their own risk by mailing their Proposal to the above address. The City assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered to City Hall by the above specified time and date will not be considered. Proposals submitted via oral, electronic mail, or facsimile will not be considered or accepted.

The City will not be holding a pre-Proposal meeting. Please contact the City at the below referenced contact information with any questions or inquiries regarding this RFP.

1.4 – Questions/Clarifications

All questions and inquiries regarding this RFP shall be submitted via email on or before **2:00 pm (local time) August 15, 2023**. Should any Consultant be in doubt as to the true meaning of any portion of this RFP, or should the Consultant find any ambiguity, inconsistency, or omission therein, the Consultant shall make a written request for an official clarification or correction. All questions and inquiries concerning this RFP shall be directed to the following:

Lance Ludwick, P.E./Public Works Director
lludwick@staytonoregon.gov
503.769.2919

Unauthorized contact with other City employees may result in disqualification. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

Any clarifications, corrections, or additions to this RFP by the City will be made only as an official written addendum that will be posted as a link on the City's home page at www.staytonoregon.gov. It shall be the Consultant's responsibility to ensure they have received any and all addenda before submitting a Proposal. Any addendum issued by the City shall become part of the RFP and shall be incorporated in the Proposal where applicable.

To avoid any miscommunications, each Consultant shall in its Proposal acknowledge any City issued addenda. Failure of a Consultant to receive or acknowledge receipt of any addenda shall not relieve the Consultant of the responsibility for complying with the terms thereof.

1.5 – Preliminary Schedule

Proposals submitted should define an appropriate detailed work plan and provide a graphic schedule of the major work tasks with project milestones in accordance with the preliminary scope of work presented in Section 3. The following is a preliminary schedule. The City reserves the right to modify this schedule at the City's discretion.

<u>Activity/Event</u>	<u>Anticipated Date</u>
Call for Proposals (detail on City's Website)	July 21, 2023
Written Question/Clarification Deadline	August 15, 2023, by 2:00 p.m.
Proposal Due Date	August 22, 2023, by 2:00 p.m.
Staff Recommendation	September 20, 2023
City Council Approval	October 2, 2023
Notice to Proceed	October 9, 2023
Kick-off Meeting	November 1, 2023
Completion of Work	January 15, 2025

1.6 – Limitations

The City assumes no responsibility or liability for costs incurred by the Consultant in the preparation of a Proposal, in the submission or presentation of a Proposal, or in making the necessary studies for the preparation thereof in response to the RFP. Consultant agrees to bear all costs incurred or

related to the preparation, submission, and selection process for the Proposal. All Proposals submitted will become part of the City's public record, without obligation to the City.

This RFP does not commit the City to award a Contract. The City reserves the right, in its sole and absolute discretion, to accept or reject any or all Proposals, or alternative Proposals, in whole or in part, with or without cause. The City also reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

City also expressly reserves the right to:

- A. Waive, or not waive, informalities or irregularities in Proposals or Proposal submittal procedures, and to accept or further negotiate cost, terms, or conditions of any Proposal determined by the City even though not the lowest cost Proposal submitted.
- B. Request additional information or interviews from any or all Consultants.
- C. Not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP.
- D. Determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
- E. Disqualify Proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.
- F. Request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.
- G. Request references and other data to determine responsiveness.
- H. The City may perform, at its sole option, investigations of any Consultant. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.
- I. Retain all Proposals submitted and to use any ideas presented in a Proposal regardless of whether that Proposal is selected.

Should any doubt or difference of opinion arise between the City and a Consultant as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

1.7 – 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.

1.8 – Proposal Withdrawal

A Proposal may be withdrawn at any time before the date and time indicated in Section 1.3 – Proposal Due Date and Issuing Office, by providing a written request for the withdrawal of the Proposal to the Public Works Director at the place indicated in Section 1.3 – Proposal Due Date and Issuing Office. A duly authorized representative of the firm shall execute the request. Withdrawal of a Proposal will not prejudice the right of the Consultant to file a new proposal on this or future RFPs by the City.

1.9 – Proposal Protests

All Proposal protests must be in writing and filed with the City at the place indicated in Section 1.3 – Proposal Due Date and Issuing Office within seven (7) business days of the award action. The Consultant must clearly state the reasons for the protest. The Public Works Director will provide the protester with the appropriate instructions for filing the protest. The protest will be reviewed by the Public Works Director or designee whose decision shall be final.

1.10 – Recycled Products Statement

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document, including the preparation of the proposals, and the selected Consultant shall continue the same practice in the performance of the contract work in accordance with ORS 279B.270.

Section 2 - Proposal Requirements

2.1 – General Information

To be considered, each Consultant must submit a response to this RFP using the format described below. The Proposal must be signed in ink by an official authorized to bind the Consultant to its provisions. Each Proposal must remain valid for at least sixty (60) days from the due date of this RFP.

Proposals shall be prepared simply and economically providing a straightforward, concise description of the Consultant's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the Proposal. Each proposal will be judged on the completeness and quality of the content, and as a demonstration of Consultant's qualifications.

Proposals shall not be more than 20 pages and have not less than 11pt font. Front and back covers, as well as section dividers, are not counted in the page limit requirements. Each page shall be 8-1/2"x11", unless otherwise noted. When using double-sided printing, each side of the page is counted as one page. All additional supporting information shall be presented in a separate section at the end of the Proposal and are not counted towards the page limit requirements.

A proposal exceeding the specified number of pages, and/or having less than the minimum text font size, will be considered non-responsive and the Proposal will not be considered. Consultants may also be excluded from further consideration if the Consultant's insurance coverage is unsatisfactory.

2.2 – Contents of the Proposal

2.2.1 – Introductory Letter/Narrative

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

- A. The name of the firm, as well as, the signature, printed name and title, telephone and fax number of the employee authorized to represent Consultant in any correspondence, negotiations and sign any contracts that may result.
- B. The address of the office that will be providing the service, a project manager's name, phone numbers, and email address.
- C. A statement that the Proposal complies with the terms and conditions of this RFP, including that the proposal is valid for sixty (60) days after the submission deadline, and acknowledge any City issued addenda.
- D. Written affirmation that the firm has a policy of nondiscrimination in employment, and employment positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability or political affiliation.
- E. The Federal and State tax identification numbers, and the State of incorporation, as applicable.

The Consultant may use this section to introduce the Proposal, summarize the Consultant's range of capabilities, and to summarize the key provisions of the Proposal.

2.2.2 – Table of Contents

Include a clear identification of the material by sections and page numbers.

2.2.3 – Key Personnel Qualifications

Provide a statement that portrays how the qualifications and experience of the Consultant's key personnel relate to the described work. The City expects commitment and prefers no reshuffling of personnel during the SWMP update. Consultant shall address the following:

- A. Identify all key personnel and their roles and relationships in the project, and any familiarity with the City of Stayton.
- B. Include a summary of each key personnel's education and work history with specific emphasis on recent experience in performing similar tasks to those proposed for this project. Identify any applicable registrations.
- C. List specific references for each key personnel including former clients (contact names, phone numbers, and E-mail addresses). Resumes, references and public client list can be provided as additional supporting information as further outlined in Section 2.2.6 – Additional Supporting Information.

2.2.4 – Project Scope and Understanding of the Work

Consultant shall address the following:

- A. Include a statement of understanding of the proposed work.
- B. Provide a detailed work plan that outlines the phases of work and the relationship of the proposed tasks to the objectives of the SWMP update. The Work Plan should include proposed methods of investigation, analysis, and design as appropriate. Key elements of the Work Plan shall include:
 1. An expanded outline of all work tasks. Include an explanation of any modifications of the work items and scope of work presented in the Proposal. Modifications shall be provided as separate additive or deductive tasks.
 2. Detailed work schedule for each task, including time frames, and estimated staff hours committed to each task. If the project can be completed in a shorter timeframe than the “Preliminary Schedule” noted under Section 1.5, please indicate the proposed schedule. If more time is needed, please explain. City staff requires fourteen (14) calendar days to review of each submittal from Consultant and the City Council requires thirty (30) calendar days to approve contracts and amendments. Consultant shall reflect these time requirements in their schedule.
 3. List all proposed sub-consultants, including their planned scope of work, estimated cost of services, key project staff, and references (contact names, phone numbers, and email addresses).
 4. Description organized by task of City’s anticipated role and approximate time requirements to assist in development of the plan. Include specific deliverables needed from the City.
 5. Detailed description of Consultant deliverables, including support documentation and the technical reports that the Consultant will submit at the set milestones. The Consultant should include a description of all computer software (including version) proposed for the project, including word processing, spreadsheet, mapping, graphics and technical models, display graphics used for public meetings, and electronic files.
 6. Description of how the Consultant will coordinate work with City staff as the plan is developed. Include a discussion of the process used to share information with the City’s project team, anticipated process for periodic review as the plan is developed, including the type, format, and frequency of meetings.
 7. The format of the completed SWMP shall be recommended by the Consultant for City consideration.
 8. Include a separate and specific description of each point in the RFP that is not completely met by the Proposal. Indicate if an alternate approach to the RFP task(s) is proposed. If the Consultant has covered all the requested items, then this section shall include the statement, "All RFP items have been covered in this Proposal".

2.2.5 – Project Schedule

Prepare a project schedule for each significant segment of the work, from “Notice to Proceed” to project completion. A folded 11” x 17” size project schedule will be allowed.

2.2.6 – Additional Supporting Information

Supporting materials should include only resumes, references and public client list. The reference list shall have no more than five (5) most recent clients with projects similar to this one. Please include the name, address, phone number, and e-mail of the contact person for each reference. Detail the type of work done that supports the listed requirements in this RFP. Indicate if the listed projects were delivered on time and on budget. If there is no additional information to present, state: "There is no additional information we wish to present". If requested by the City, the Consultant shall provide one (1) copy of a similar SWMP recently completed for another municipality by the Consultant.

2.3 – Consultant’s Fee Schedule

Consultant shall not include the fee schedule in the Proposal, but it shall be included as a separate submittal as previously indicated in Section 1.3 – Proposal Due Date and Issuing Office. Include total estimated costs of services and costs for each major work task listed in the detailed work plan. Once the Consultant is tentatively selected, the City will negotiate a final, detailed scope and agreement. The Consultant shall submit all-inclusive fees, as negotiated, for which the requested work will be done, including sub-consultant fees, broken down as follows:

- A. Cost estimate, including hours by work task and total hours.
- B. Identify by Consultant’s personnel category and individual staff, the total hours multiplied by Consultant’s proposed hourly billing rate.
- C. The fee should include all out-of-pocket costs (travel, printing, etc.) and a fee should be stated for each segment or each phase of the project.
- D. Describe the method Consultant would use in charging for any special requests, reports or broadening of the scope of work described here.
- E. All wages and salaries shall remain the same throughout the duration of this project. However, if Consultant’s cost of living adjustments should fall in this same time period, the total cost shall be clearly stated to reflect the change, and the effective date noted accordingly.

2.4 – Insurance Requirements

The selected Consultant will be required to comply with the City’s indemnifications requirements and minimum insurance coverage of 2 million dollars professional liability insurance, plus 2 million dollars comprehensive general liability insurance, plus 1 million dollars automobile and property damage liability insurance. See the sample contract (professional services agreement) in **Appendix A** for the insurance requirements.

2.5 – Local/State/Federal Requirements

The selected Consultant shall comply with all local, state, and federal laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the applicable provisions of ORS 279B and the following, as amended:

- 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.142;
- D. All regulations and administrative rules established pursuant to the foregoing laws; and

- E. All other applicable requirements of State and Federal civil rights and rehabilitation statutes, rules and regulations.

The selected Consultant 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 of Stayton'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.

Consultant selection is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City.

Section 3 – Preliminary Scope of Work

3.1 – General

It is the City's express desire to enter into a written Contract which includes all services necessary to complete this RFP. The final scope of work and Consultant fee will be negotiated with the selected Consultant until an agreement can be reached towards a contract. If an agreement cannot be reached, City may terminate negotiations and undertake negotiations with the next most qualified Consultant and continue the same process until an agreement is reached. Contingent upon the negotiated fees and available budget, City may request additional tasks be added to refine the scope of work.

The Consultant is encouraged to propose changes or additions to the preliminary scope of work if Consultant believes that these changes provide substantial benefit. These proposed modifications shall be noted as separate additive or deductive tasks. The following preliminary work tasks are the minimum services that the City determines necessary for the SWMP update.

3.2 – Preliminary Work Tasks

3.2.1 – Task 1 – Project Management

Consultant shall manage the scope of work and act as a manager of Consultant's team, including any sub-consultants, coordinate all components of the SWMP update and take a proactive role in keeping all tasks on budget, on schedule and ensure timely completion of all tasks. Consultant shall work with City staff and their Consultants and be responsive to any email and telephone discussions.

The City will establish a Technical Advisory Committee (TAC) consisting of City management staff, Consultant staff, and representation from the Santiam Water Control District to provide review and feedback concerning study recommendations and improvement options. The Consultant shall schedule milestones throughout the project and submit technical reports to the TAC at these milestones. The Consultant shall set the TAC meeting schedule and notify all members.

The City will establish a Citizen Advisory Committee (CAC) consisting of elected and appointed officials and citizens to provide direction in the development of policies that will be reflected in the plan recommendations and stormwater system improvement options. The Consultant shall schedule milestones throughout the project and submit draft chapters to the CAC at these milestones. The Consultant shall set the CAC meeting schedule and notify all members.

Consultant shall coordinate, schedule, prepare and facilitate up to twelve (12) project team meetings, including a kickoff meeting, with City staff during the duration of the SWMP update. Consultant shall identify roles and responsibilities of all project team members. All agendas, minutes, and supporting information shall be distributed via emails five (5) business days in advance of the meeting to City.

Consultant shall initiate the project kickoff meeting within two (2) weeks of contract execution. Consultant shall prepare an agenda for the kickoff meeting, invite necessary attendees, collect data, provide a list of key questions they have about the project or stormwater system conditions, and discuss the schedule of the project.

Consultant shall keep City informed of project progress with monthly status updates for all tasks. Indicate any critical timeline and major milestones. Report any outstanding issues and how to resolve them. Project updates can be submitted to City with invoices. Indicate hours spent by Consultant team on each task since the previous invoice. Submit a summary report of work completed by tasks with each invoice. Notify the City if any issues or concerns may affect project progress. Update and email a detailed project schedule each month to City.

Consultant is expected to provide quality control over all deliverables, work independently, and assume full responsibility in research and acquiring any data and product information for the proper evaluation, analysis, preparation and completion of the SWMP update. Consultant shall allow an adequate review and response period to address technical, graphic and text presentation, design approach, sustainability and constructability issues.

Consultant shall coordinate with applicable state agencies (DEQ, OWRD, etc.) and Marion County jurisdictions on their current stormwater infrastructure, drainage concerns, and anticipated capital improvements within the City's UGB. Coordination is critical to the success of the SWMP update.

As part of this task, Consultant shall provide the City the following items:

- A. Project schedule with updates.
- B. Meeting schedules, agendas and minutes.
- C. Submit technical reports to the TAC and CAC.
- D. Detailed invoices with progress reports.

3.2.2 – Task 2 – Existing Study Area Characteristics

Consultant shall evaluate and describe the study area and its physical characteristics. Provide natural and political boundaries, elevations, and other pertinent information. Discuss pertinent land use and planning criteria, as well as population, demographics, physical environment, and socio-economic environment information.

As part of this task, Consultant shall provide the City the following items:

- A. A technical memo summarizing the existing study area characteristics.

3.2.3 – Task 3 – Stormwater System Hydrologic and Hydraulic Design Criteria

Consultant shall evaluate and describe the stormwater system design criteria to be used for evaluating the existing stormwater system and for future stormwater system improvements. Discuss the design storm events, hydrologic methodology, and hydraulic methodology that were used for the stormwater analysis and design calculations. Provide a stormwater system design criteria comparison table showing neighboring municipality standards, industry standards, and state and federal stormwater regulations.

As part of this task, Consultant shall provide the City the following items:

- A. A technical memo summarizing the stormwater system hydrologic and hydraulic design criteria.

3.2.4 – Task 4 – Existing Stormwater System Inventory and Condition Assessment

Consultant shall conduct a system inventory of the City's existing stormwater system and associated stormwater facilities. The stormwater system inventory shall document the stormwater facility, agency responsible for operation/maintenance, type of pipe/structure/facility, size, flow direction, age, a cursory assessment of the condition of the facilities, and any notable issues with the facilities' existing operations. Consultant shall inventory and analyze any existing Underground Injection Control (UIC) systems for compliance with the required separation distance to groundwater. All minor and major existing stormwater system and associated stormwater facilities shall be inventoried. City will assist in the system inventory by providing the necessary access for visual inspection of the facilities and by providing available as-built drawings of the system for review and data transfer. Consultant shall make site visits with City staff to specific facilities as necessary.

Consultant shall conduct interviews with City staff to collect information on the operation and maintenance of the system and any known deficiencies. Additional interviews may be necessary for stormwater systems under Marion County and other agency jurisdictions. Provide a description and evaluation of the current operation and maintenance (O&M) requirements of the system.

Consultant shall submit a list of information to be collected and provided by the City. The provided information shall be reviewed by the Consultant to determine if it is sufficient for completion of the project objectives. If the information is not sufficient, the Consultant shall suggest alternatives.

Consultant shall develop a database to assess the condition of the existing stormwater system. The database shall separate the existing stormwater system into various stormwater elements, such as stormwater detention facilities, natural infrastructure, pipes, catch basins, UIC's, etc. Consultant shall develop a rating system to apply to the existing stormwater system elements and rank each element based on highest priority of replacement or repair. The rating system shall be a numerical points system based on items such as need for increased capacity, existing deficiencies, and years left in expected life cycle. Consultant shall design the database to be clear and simple for City Staff to update on an annual basis. The City will use the database to determine priority for capital improvement projects for each fiscal year.

As part of this task, Consultant shall provide the City the following items:

- A. A technical memo summarizing the existing stormwater system inventory and condition assessment.
- B. List of information to be collected and provided by the City.
- C. Copy of the condition assessment database.

3.2.5 – Task 5 – Stormwater Model Development

Consultant shall review and update the City’s existing XP-SWMM hydrologic and hydraulic modeling of the existing stormwater conveyance system in all drainage basins. The updated hydraulic model shall best reflect the existing stormwater system and provide sufficient detail to identify hydraulic constraints, analyze pipe flows, analyze channel and conduit overflows, and quantify the effects of detention, infiltration, stormwater quality treatments, surcharge and overflow storage.

Consultant shall identify any open channel and overland flow reaches for the purpose of system modeling, which feed, drains, or connects drainage structures. This may require Consultant to obtain data for flows into and out of the City. Consultant shall collect field data necessary for modeling. Provide a table for any data collected, listing relevant reaches and their respective modeling characteristics. Execute the model based on existing and future build-out conditions for a series of 24-hour rainfall events for the 2-, 5-, 10-, 25-, and 100-year 24-hour storm events. Consultant shall document all development assumptions used for the updated model.

Consultant shall identify trouble spots according to the criteria developed above and identify locations for facilities that show potential strategic value as detention, stormwater quality, or controlled surcharge flood storage areas based on geography, ownership, capacity, land value and development potential.

As part of this task, Consultant shall provide the City the following items:

- A. A technical memo summarizing the hydrologic and hydraulic studies.
- B. Flow models for current and future improved infrastructure.
- C. Shape file of current and future improved infrastructure compatible with City’s GIS software.
- D. Training of two City staff to use the updated flow model.

3.2.6 – Task 6 – Existing Stormwater System Analysis

Consultant shall use the updated existing stormwater system model to analyze the functionality of the existing stormwater system. Provide a detailed current conditions report with problem descriptions and generate a map of those known conditions by type. Consultant shall use the model to determine peak flow capacity and identify those problem areas that have surcharge, overflow, undersized pipes, and any other deficiencies, and/or inefficiencies. Evaluate opportunities for regional stormwater management facilities by identifying locations that have potential value for stormwater detention storage and stormwater quality treatment or retrofit. Consultant shall compare the models with reported flooding areas and high ground water gathered from interviews with City staff and other sources. Provide a recommendation for the design criteria.

Consultant shall evaluate the opportunities to incorporate stormwater quality retrofits to any component of the existing storm drainage system and list the recommended retrofit projects in the Capital Improvement Plan (CIP). Include a cost and ranking in the CIP. Consultant shall provide recommendations for possible stormwater retrofit projects with regards to the City's TMDL Action Plan.

Consultant shall provide recommendations and add the compliance measures to the CIP as a project for ranking and funding to bring existing Underground Injection Control (UIC) systems into state and federal regulatory compliance. Include a cost and ranking in the CIP.

As part of this task, Consultant shall provide the City the following items:

- A. Technical memo identifying problem areas and recommended actions including cost estimates. Cost estimates shall include appropriate markups including surveying, engineering and inspection work by a consultant, construction by a contractor, and all administration by City staff.
- B. List of deficiencies including reported areas of flooding and flood occurrences as determined from the hydraulic models.
- C. Technical memo on recommendations for regional stormwater detention and stormwater quality facilities. Recommendations for surface or underground facilities should consider groundwater elevations in the immediate area.
- D. Map of the recommended improvements, including recommended regional stormwater detention and stormwater quality facilities.

3.2.7 – Task 7 – Future Stormwater System Analysis

Consultant shall use the updated stormwater system model to analyze the future scenario of the stormwater system. The ultimate stormwater system shall be able to serve all buildable areas within the City's UGB. Population growth should be reflected in prioritizing future capital improvement plan projects.

Consultant shall analyze all planning data and demographics by flow basins or sub-basins. Any change to, or addition of, any flow basin boundaries shall be carefully determined. Consultant shall provide the most logical stormwater system extensions to the unserved areas, using the City's current Transportation System Plan as a general guide. Consider possible trunk lines. When no streets are planned, stormwater system extension should be very general in nature.

As part of this task, Consultant shall provide the City the following items:

- A. Technical memo on recommended improvements based on future full build-out conditions including cost estimates. Cost estimates shall include appropriate markups including surveying, engineering and inspection work by a consultant, construction by a contractor, and all administration by City staff.
- B. List of reported areas of flooding and flood occurrences as determined from the hydraulic models.
- C. Technical memo on recommendations for regional stormwater detention and stormwater quality facilities.
- D. Map of the recommended full build-out conditions.

3.2.8 – Task 8 – Stormwater Quality and State and Federal Regulatory Requirements

Consultant shall review and compile applicable stormwater related state and federal regulatory programs and requirements. Summarize each of the various program requirements and the City's current position with regards to each of them. Provide recommendations necessary for the City to comply with the state and federal regulatory requirements.

As part of this task, Consultant shall provide the City the following items:

- A. Technical memo on stormwater quality and state and federal regulatory requirements.

3.2.9 – Task 9 – Stormwater Operation and Maintenance Evaluation

Consultant shall evaluate the current staff and resource levels, analyze the level of services provided, differentiate proactive versus reactive services, review the standards and procedures for the maintenance of the system, and recommend ways to optimize current staffing levels, including recommend maintenance activities and frequency. Provide documentation showing current, recommended and projected staffing levels based on system size and population served. Document a comparison with other neighboring municipalities of similar sized systems.

Consultant shall recommend an annual stormwater operation and maintenance program, identify work to be performed by public works staff and/or external contractors, and provide estimated annual costs for the operation and maintenance activities.

As part of this task, Consultant shall provide the City the following items:

- A. Technical memo analyzing staffing levels and recommending ways to optimize current levels of maintenance activities and frequency.
- B. Technical memo providing recommended maintenance functions and staffing levels for current and future stormwater system.

3.2.10 – Task 10 – Recommendations and Capital Improvement Plan

From the tasks previously completed, summarize the recommended improvements and prepare a Capital Improvement Plan (CIP). Consultant shall group recommended stormwater system improvements into capital improvement plan projects, with planning level cost estimates prepared for each project, to aid the City in scheduling and planning improvements in a phased manner. Consultant shall differentiate projects which are necessary due to current problems, those that are required to serve existing developed areas, and those that are required in anticipation of future growth. List all the criteria for ranking the projects and prioritize accordingly.

Consultant shall show the recommended short range (1-5 years), mid-range (6-10 years), and long range (11-20 years) projects through the forecast year. Consultant shall provide separate detailed maps for each of the recommended short and mid-range projects depicting the location of the project, a quick summary of the project, and the estimated project cost.

To reduce the need for additional or larger outfalls, priority should be given to projects such as natural infrastructure which will infiltrate, slow down, and detain stormwater flows. Any improvements at the outfalls such as riparian restoration, pipe replacement, stabilization, or erosion control should take into account regulatory and permitting considerations. Cost-effective

improvements which provide additional benefits to the City including environmental, public health, recreation amenities, and neighborhood beautification are recommended for consideration.

As part of this task, Consultant shall provide the City the following items:

- A. A descriptive summary for each CIP project.
- B. Overview CIP project maps.
- C. Cost basis information for each CIP project.
- D. An estimate of the percentage each CIP project will serve existing development and is necessary to serve future growth.

3.2.11 – Task 11 – Stormwater System Financing Plan, System Development Charge Update, and Storm Drainage Utility Monthly Rate Update

Consultant shall review and develop a Financing Plan evaluating funding mechanisms, storm drainage system development charge, and storm drainage utility monthly rates (individually or in combination), for recommended capital improvements and/or the operations, maintenance, and management of the City's storm drainage system over a 20-year period.

Consultant shall recommend a new storm drainage system development charge (SDC), including improvement, reimbursement, and administrative fees, in accordance with State of Oregon SDC statutes. Consultant shall provide a brief decision matrix and recommendation in deciding which stormwater SDC methodology will best meet the needs of the City. As part of the methodology evaluation, Consultant shall review and evaluate the latest SDC methodology recommendations with City staff.

Consultant shall compile the SDC project list, including project costs, using the capital improvements plan and input from City staff. Consultant shall identify estimated costs for each of the stormwater system improvements identified in the CIP and shall assign a percentage of the cost for each improvement that is the result of existing deficiencies and that which is due to growth in demand.

As an appendix to the Financing Plan, Consultant shall identify and analyze key stormwater system development charge policy questions and make recommendations on a policy framework and methodology.

Consultant shall perform a cost of storm drainage service study and recommend an update to the storm drainage monthly utility rates. The recommended rate structure changes shall be consistent with industry practice for utility rate making in the State of Oregon and shall ensure that the stormwater utility is fully recovering the cost of providing stormwater services, including analysis of the following factors:

- A. Current and future costs of providing stormwater management in accordance with established and anticipated standards and regulations.
- B. Current and future costs of maintenance and operation of the stormwater system.
- C. Projected demands.
- D. Availability of capacity.
- E. Funding of capital improvement projects.
- F. Impact of current and future environmental regulations.

- G. Adequate reserves for depreciation, emergencies, catastrophes, and other appropriate purposes.
- H. Other impacts as identified.

Consultant shall summarize the impacts of the recommended rate structure and proposed rate on ratepayers. The summary shall include at a minimum the following:

- A. Analysis of the benefits of the recommended rate changes weighed against the financial impacts to the ratepayers.
- B. Justification for any special classes of customers under the recommended rate structure.
- C. Assessment of recommended stormwater rates equity for all types of property ownership.

The recommended rate structure shall provide clear and direct identification of annual revenues appropriate to fund operating activities, maintenance, and infrastructure improvements. The recommended rate structure shall be compatible with the City's electronic billing system and include an easy-to-use electronic model, in either Microsoft Excel or Access, to be used by the City for future rate setting. Consultant shall compare the proposed new rates to other utilities providing stormwater management services in the region.

Consultant shall review Chapter 13.32 of the Stayton Municipal Code and draft recommended amendments consistent with relevant State of Oregon regulations, codes, and state legal precedents for the City Council to consider.

As part of this task, Consultant shall provide the City the following items:

- A. Technical memo on the stormwater system financing plan, system development charge update, and storm drainage monthly utility rate update.
- B. Storm drainage monthly utility rate study model.
- C. Suggested amendments to SMC Chapter 13.32.

3.2.12 – Task 12 – Install Groundwater Monitoring Wells and Perform Depth to Groundwater Investigation

The City's Public Works Design Standards require that stormwater be surface infiltrated onsite to the maximum extent feasible before discharging any flows offsite. The appropriate use of surface infiltration depends on a number of factors, including soil type, soil conditions, slopes, and depth to groundwater. The City is known to have high seasonal groundwater elevations in certain areas within the City. As a result, the installation of groundwater monitoring wells is needed throughout the City in order to properly monitor the high seasonal groundwater elevations of these areas and compile the data necessary to determine what seasonal correction factor shall be used for the various basins within the City for the stormwater facility design depth to groundwater investigations, as required by the City's Public Works Design Standards.

The design, installation, and decommissioning of the groundwater monitoring wells shall be under the direction of an Oregon-licensed geotechnical engineer, certified engineering geologist, or registered geologist, and shall be properly installed and decommissioned by a licensed well constructor in accordance with the State of Oregon monitoring well statutes, and the Oregon Water Resources Department's Oregon Administrative Rules Chapter 690, Division 240. The City will work

with the selected Consultant to help identify some possible locations for the groundwater monitoring wells.

The Oregon-licensed geotechnical engineer, certified engineering geologist, or registered geologist, and licensed well contractor is responsible for identifying and procuring all applicable permits, licenses, professional registration, and applicable State and local regulatory procedures for drilling, well installation, and well abandonment (to include any requirements for the submission of well logs, samples, etc.), and shall be responsible for OSHA compliance, work area safety, and other applicable health and safety requirements.

The Oregon-licensed geotechnical engineer, certified engineering geologist, or registered geologist shall be present at the installation of each groundwater monitoring well, and shall be familiar and comply with all State, federal, and local laws, regulations, and requirements pertaining to the geotechnical engineer's or geologist's duties and responsibilities. Each groundwater monitoring well should be designed and installed to function properly throughout the duration of the depth to groundwater investigation.

The Oregon-licensed geotechnical engineer, certified engineering geologist, or registered geologist shall gather groundwater monitoring well data for the depth to groundwater investigation at each groundwater monitoring wells monthly for 2 years, in accordance with standard engineering practices. The monthly depth to groundwater information shall be logged on a tabular data sheet for each groundwater monitoring well and shall be submitted via email to the City no later than two weeks after each field event.

Based on the groundwater monitoring well information compiled, Consultant shall recommend what seasonal correction factor shall be used for stormwater facility design depth to groundwater investigations, and the monthly periods as to when the seasonal correction factor shall apply.

Following the two-year monitoring period, the Oregon-licensed geotechnical engineer, certified engineering geologist, or registered geologist shall supervise the decommissioning of each groundwater monitoring well in accordance with applicable State and local procedures.

As part of this task, Consultant shall provide the City the following items:

- A. A stamped technical memo summarizing the depth to groundwater investigation and the recommend seasonal correction factor(s), and monthly periods as to when the seasonal correction factor shall apply, for stormwater facility designs.
- B. Detailed information for each groundwater monitoring well location and depth.
- C. Overall project map.
- D. Monthly depth to groundwater information presented on a tabular data sheet for each groundwater monitoring well.
- E. Certification of well abandonment.

3.2.13 – Task 13 – Public Involvement and City Presentations

Consultant shall include the following public involvement and City presentations. The public involvement and City presentations shall be straightforward and easily understood. Consultant shall be prepared to answer questions from the audience with confidence and visual aids should be utilized to enhance the presentation. Consultant shall allow adequate time and effort for any revisions the Council or City staff may require after these meetings. Consultant shall update or create all the current and proposed maps, figures and tables for the final document, as needed. Consultant shall conduct and attend the following:

- A. Consultant shall attend one (1) City Council meeting or work session and present the draft SWMP update for review.
- B. Consultant shall attend one (1) Planning Commission public hearing and present the draft SWMP update for review.
- C. Consultant shall attend a City Council public hearing when the City Council members will adopt the final SWMP update.

3.2.14 – Task 14 – Develop Draft Policy, Code and Ordinance Revisions

Consultant shall review the Stayton Municipal Code, Public Works Design Standards, and other City policy documents and incorporate findings and recommendations as an update to the City's policies, codes, and ordinances that will address both short term and long-term stormwater needs for the City over the next twenty years.

- A. Policy, Code, and Ordinance Revisions –
 - 1. Consultant shall review and identify applicable chapters of the City's Comprehensive Plan and recommend changes to the Comprehensive Plan based on the results of the SWMP update. Consultant shall prepare a Comprehensive Plan Amendments Memo of the recommended changes. Other documents to be reviewed include any adopted regional stormwater system plans, any relevant stormwater system planning reports/documents, existing stormwater agreements, and any land use policies and regulations that guide the relationship between land use and stormwater facilities. Master plan mapping shall be provided for inclusion in a future Comprehensive Plan update. Consultant may be asked to assist City staff with writing brief staff reports and providing supporting data as needed to supplement the narrative for amending the City's Comprehensive Plan.
 - 2. Consultant shall review and identify applicable chapters of the City's Land Use Development Code and the Public Works Design Standards, and recommend changes based on the results of the SWMP update. Consultant shall prepare a Code Amendments and Policy Memo of the recommended changes.
- B. Draft Implementation Matrix – Consultant shall prepare draft Implementation Matrix as part of the memo that identifies inconsistencies and missing language in the City's Comprehensive Plan, Land Use Development Code, and Public Works Design Standards necessary to comply with state and federal stormwater requirements and regulations. Draft Implementation Matrix must include an outline of applicable state and federal requirements with relevant sections of Comprehensive Plan, Land Use Development Code, and Public Works Design Standards.

3.2.15 – Task 15 – Final Reports/Documentation

All final reports, documents, and other work products shall be delivered to and be permanently retained by the City. Prior to final submittals, Consultant shall perform a thorough quality control review of all documents for completeness and accuracy. Documents shall be submitted in written and electronic format, and shall be freely reproduced by the City. The final SWMP update shall be printed on 8-1/2"x11" paper. Charts, graphs, figures, data, digital photographs and exhibits can be presented in the reports on 11"x17" paper, if necessary. Consultant shall provide the City with the following final deliverables:

- A. A summary of results of all tasks.
- B. The entire SWMP update document in two (2) spiral-bound paper copies and six (6) paper copies in heavy duty 3-ring binders.
- C. The entire SWMP update document on a thumb drive or a compact disk, in Adobe Portable Document Format (PDF), and in the original electronic formats, as applicable:
 1. Microsoft documents (Word, Excel, PowerPoint, Project, etc.)
 2. CAD maps. The City's CAD system consists of a windows-based environment utilizing AutoDesk Civil3D 2020
 3. GIS shape files. The City's GIS system consists of a windows-based environment utilizing ArcGIS Desktop 10.8

Consultant shall provide a final electronic copy of the CAD maps, hydraulic model, storm drainage system condition assessment database, and storm drainage monthly utility rate study model.

Section 4 – Proposal Evaluation and Selection

4.1 – Evaluation and Selection Criteria

The City will follow the applicable provisions of the Oregon Revised Statute 279C.110 et seq. The evaluation will be done through a stakeholder review of the Proposal looking for the Consultant exhibiting the best understanding of the project scope, goals, challenges, innovative solutions and the work plan to achieve a finished project. The successful firm must have excellent credentials for quality assurance/quality control. The selection criteria will be based on the following minimum requirements:

- A. Overall quality of the submitted proposal.
- B. Professional qualifications, which may include but not be limited to, specialized experience, technical competencies, methodology to the project.
- C. Record of past performance, including but not limited to, price and cost data from previous projects, quality of work, ability to meet schedules, cost controls and cost administration.
- D. Reference checks, as necessary.

The maximum possible points for each item of information described in Section 2 are shown in the following table.

PROPOSAL CONTENT AND EVALUATION CRITERIA	MAXIMUM SCORE
1. Introductory Letter/Narrative	5
2. Table of Contents	0
3. Key Personnel Qualifications	40
4. Project Scope and Understanding of the Work	40
5. Project Schedule (11" x 17" allowed)	10
6. Additional supporting information	5
Totals	100

4.2 – Final Selection and Award

Final selection will be made by the City Council following review and ranking of the Proposals by the City selection review committee. To assist in making a selection, interviews may be conducted at the discretion of the City. Contract award will be subject to approval of the City Council and its City Attorney.

4.3 – Contract Execution

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 **Appendix A**. Those who wish to submit a Proposal to the City are required to carefully review the sample Contract and shall specifically note the indemnification and insurance requirements listed.

Within five (5) business days after City Council approval of the selection, City and Consultant will finalize the written Contract (Professional Services Agreement). Work shall begin expeditiously after issuance of the City's "Notice To Proceed", which will be provided to Consultant after the execution of the Contract.

Appendices

Attachment A – Sample Contract (Professional Services Agreement)

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

For

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 _____, 2023

CONSULTANT:

CITY OF STAYTON, OREGON:

By: _____

By: _____

NAME TITLE

City Manager