

REQUEST FOR QUALIFICATIONS

For City Engineering Services

- a) Plan review and Commentary**
- b) City Engineer Services**

To the City of Stayton

SOQ Due Date:

February 20, 2025



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

DATED THIS January 28, 2025

THIS ANNOUNCEMENT IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED WITHOUT NOTICE.

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Section 1 - General Information

1.1 – Request for Qualifications

The City of Stayton (City), through the Public Works Department, is requesting a statement of qualifications (SOQ) from firms (hereinafter referred to as the "Consultant") qualified and interested in providing professional City Engineering Services to the City of Stayton

This request for qualifications (RFQ) contains administrative and procedural information concerning instructions for preparation and submittal of SOQs, a preliminary schedule and scope of work, an explanation of how the SOQs will be evaluated, and conditions that will be included in any Contract which may be awarded because of this RFQ.

Special bindings, colored displays, and promotional materials, etc., are not necessary. Emphasis should be on completeness, simplicity, and clarity of the content.

Consultants shall be licensed to practice engineering in the State of Oregon and be members in good standing with the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS).

The city will consider Statements from engineering firms as well as individual engineers; however, Consultants must meet the minimum qualifications listed in Section 1.3 of this RFQ to be considered.

The city does not currently have a permanent City Engineer or Public Works Director (PWD) in place. However, an interim PWD is presently serving in a temporary capacity.

City engineering services will be provided on an as-needed basis, as authorized by the City Manager, interim PWD, or a future permanent PWD. The City Engineer's position will be temporary, initially established for a period of nine (9) months. This arrangement allows time for the permanent PWD, once appointed, to determine the long-term structure and direction of the City's engineering position.

For the fiscal year 2025, it is estimated that City engineering services will require an average commitment of approximately 80 to 100 hours per month.

Consultants are invited to submit their qualifications for the following service: **City Engineering Services**, which may include, but are not limited to, the tasks outlined in Section 3 of this RFQ.

City engineering services may also involve supervising work produced by the City's engineering staff in compliance with ORS 672.

A City Selection Review Committee, which will consist of 3 people (excluding the interim PWD) will evaluate the SOQ, score the SOQ's as defined in this RFQ, interview candidate firms if deemed necessary, and recommend the award to the City Council.

Qualification statements will be received until **2:00 pm (local time) February 20, 2025.**

The City may reject any Qualification Statements not in compliance with all prescribed RFQ procedures and requirements and may reject for good cause any or all Statements 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 in Marion County, Oregon, approximately 12 miles southeast of Salem along the North Santiam River. The city consists of approximately 2.7 square miles of land and has experienced steady growth over the past several decades, but growth has slowed during the past ten years.

The city owns and operates through its Public Works Department, various public utility systems and infrastructure that serve the community, including various City streets and public water, wastewater, and stormwater systems. The Public Works Department also provides operation and maintenance for City Parks and for general City-owned building maintenance.

1.3 – Minimum Qualifications

To be considered for selection, Consultants shall demonstrate that they meet the following minimum qualifications within their SOQ.

- A. Consultants shall be a registered Professional Civil Engineer licensed to work in the State of Oregon.
- B. Consultants shall have the financial resources for the performance of the desired engineering services or can obtain such resources.
- C. Consultants shall demonstrate a minimum of five (5) years in business providing professional consulting services under the same business name, or for recently created or incorporated firms, a minimum of ten (10) years of relevant professional experience for the principal owner of the firm.
- D. Consultants shall not have a record of substandard workmanship, as verified by the City by communication with licensing authorities, former clients and references, and other means as the City deems appropriate.
- E. Consultants is an Equal Opportunity Employer and otherwise qualified by law to enter into a contract with the City.
- F. Consultants shall meet the insurance and insurance endorsement requirements currently required by the City (see Attachment A – Professional Services Agreement) and shall have the ability and authority to execute a contract with the City.

1.4 – SOQ Due Date and Issuing Office

Submit (1) one digital copy in PDF format, and (1) one digital copy in open format of the SOQ on a flash drive with both USB and C connection capabilities in a sealed envelope marked “**SOQ FOR CITY ENGINEERING SERVICES TO THE CITY OF STAYTON**” to the following:

City of Stayton

Human Resources, Hiring Manager
362. N. Third Avenue
Stayton, OR 97383

SOQs must be received by the city no later than **2:00 pm (local time) February 20, 2025**.

Consultants who wish to submit SOQs by mail may do so at their own risk by mailing their submittal to the above address. The city assumes no responsibility for delayed or undelivered mail or express packages. SOQs, which are not delivered to City Hall by the above specified time and date will not be considered. SOQs submitted via oral, electronic mail, or facsimile will not be considered or accepted.

The city will not be holding a pre-RFQ meeting. Please contact the city at the reference contact information below with any questions or inquiries regarding this RFQ.

1.5 – Questions/Clarifications and Project Manager

All questions and inquiries regarding this RFQ shall be submitted via email on or before **2:00 pm (local time) February 11, 2025**, to the Hiring Manager shown below. Should any Consultant be in doubt as to the true meaning of any portion of this portion of this RFQ, or should the Consultant find any ambiguity, inconsistency, or omission therein, the Consultant shall make a written (e-mail is acceptable) request for an official clarification or correction. All questions and inquiries concerning this RFQ shall be directed at the following:

Alissa Angelo, Assistant City Manager
hr@staytonoregon.gov
503.769.3425

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 the official written addenda.

Any clarifications, corrections, or additions to this RFQ by the City will be made only as an official written addendum that will be posted as a link on the City of Stayton's Request for Proposal website at https://www.staytonoregon.gov/page/docs_RFP. It shall be the Consultant's responsibility to ensure they have received all addenda before submitting their SOQ. Any addendum issued by the City shall become part of the RFQ and shall be incorporated in the SOQ where applicable.

To avoid any miscommunications, each Consultant shall in their SOQ 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.

1.6 – Preliminary Schedule

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>
Invitation for SOQs	January 27, 2025

Written Question/Clarification Deadline**February 11, 2025****SOQ Due Date****February 20, 2025**

Evaluation of SOQs Complete

February 27, 2025

Interviews Scheduled (if required)

February 28, 2025

Notice of Intent to Award

March 7, 2025

City Council Approval

March 17, 2025

Notice of Award (NTA)

March 18, 2025

Notice to Proceed (NTP)

With Contract Signing, ASAP after
NTA**1.7 – Limitations**

The City assumes no responsibility or liability for costs incurred by the Consultant in the preparation, submission, or presentation of an SOQ, or in making the necessary studies for the preparation thereof in response to the RFQ. The consultant agrees to bear all costs incurred or related to the preparation, submission, and selection process for their SOQ. All SOQs submitted will become part of the City's public record, without obligation to the city.

This RFQ 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 SOQs, or alternative SOQs, in whole or in part, with or without cause. The City also reserves the right to cancel this RFQ 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.

The city also expressly reserves the right to:

- A. Waive, or not waive, informalities or irregularities in SOQs or SOQ submittal procedures, and to accept or further negotiate costs, terms, or conditions of any SOQ determined by the City even though not the lowest cost SOQ submitted.
- B. Request additional information or interviews from any or all Consultants.
- C. Not to consider any SOQ which they determine to be unresponsive and deficient in any of the information requested within the RFQ.
- D. Determine whether the scope of the project will be entirely as described in the RFQ, a portion of the scope, or a revised scope be implemented.
- E. Select one or more Consultants to perform the services.
- F. Disqualify SOQs that fail to respond to any requirements outlined in the RFQ, or failure to enclose copies of the required documents outlined within the RFQ.
- 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. Negotiate revisions of any SOQ after the date and time due and before the award for the purpose of obtaining the best and final offers.
- J.
- K. Retain all SOQs submitted and use any ideas presented in a SOQ regardless of whether that SOQ 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 RFQ, the decision of the City shall be final and binding upon all parties.

1.8 – Public Records

Any material submitted by the proposer shall become the property of the city unless otherwise specified. During the evaluation of SOQs and the selection of the Consultant, the SOQs shall be confidential. After the selection process has been completed, the SOQs shall be open to public inspection. SOQs should not contain any information which the Consultant does not wish to become public. If it is necessary to submit confidential information to comply with the terms and conditions of this RFQ, 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.

1.9 – SOQ Withdrawal

A SOQ may be withdrawn at any time before March 7, 2025, by providing a written request for the withdrawal of the SOQ to the person and at the place indicated in Section 1.4. A duly authorized representative of the firm shall carry out the request. Withdrawal of a SOQ will not prejudice the right of the Consultant to file a new SOQ on this or future RFQs by the City.

1.10 – SOQ Protests

All SOQ protests must be in writing and filed with the City at the place indicated in Section 1.4 – SOQ Due Date and Issuing Office within seven (7) calendar days of the "Notice of Intent to Award". The Consultant must clearly state the reasons for the protest. Consultants are directed to the protest procedures set forth in OAR 137-048-0240. Protests received after the submittal deadline will not be considered.

No contract associated with the RFQ will be awarded until any protests have been resolved. The city will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City's written decision on the protest results in a change to the RFQ, the City shall cancel the Notice of Intent to Award, revise the RFQ documents accordingly, and solicit for new SOQs. The City's decision regarding the protest is final and concludes with the administrative appeals process.

1.11 – Recycled Products Statement

Vendors should 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 SOQs, and the selected Consultant shall continue the same practice in the performance of the contract work in accordance with ORS 279B.270.

Section 2 - SOQ Requirements

2.1 – General Information

To be considered, each Consultant must submit a response to this RFQ using the format described below. The SOQ must be signed (wet or digitally) by an official authorized to bind the Consultant to its provisions. Each SOQ must remain valid for at least ninety (90) days from the due date of this RFQ.

SOQs shall be prepared simply and economically providing a straightforward, concise description of the Consultant's ability to meet the requirements of the RFQ. Each SOQ will be judged on the completeness and quality of the content, and as a demonstration of the Consultant's qualifications.

SOQs shall not be more than **12 pages**, including the introductory letter/narrative and the table of contents, and have not less than 11pt font for all body text. Font size for non-substantive text such as tables, graphics, etc. shall be at the consultant's discretion to ensure the material is presentable and readable. 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.

A SOQ exceeding the specified number of pages, and/or having less than the minimum text font size, will be considered non-responsive and the SOQ will not be considered. 2.2.1 – Introductory Letter/Narrative

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

- A. The name of the firm, as well as the signature, printed name and title, telephone and email of the employee authorized to represent Consultant in any correspondence, negotiations and sign any contracts with the City. The legal representative shall be authorized to bind the entity in contractual matters.
- B. The address of the office that will be providing the service, the professional civil engineer who will be providing the City Engineering Services name, phone numbers, email address, and professional engineering license number.
- C. A statement that the Consultant meets the minimum qualifications stated in Section 1.3, and that the SOQ complies with the terms and conditions of this RFQ.
- D. A statement that certifies the following:
*"Consultant has received, reviewed, and examined, as part of the SOQ, **Addenda No. ____ through ____**. Consultant in responding to the Request for SOQ do so solely at their expense, and the City of Stayton is not responsible for any Consultant's expenses associated with the Request for SOQ. Consultant accepts all terms and conditions contained in the Request for SOQ and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the SOQ. The submitted SOQ is valid for a period of ninety (90) days following the SOQ submission deadline. All materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become property of the City of Stayton, without restriction or limitation of future use."*
- E. All exceptions to the RFQ shall be noted on a Section entitled "Exceptions" and submitted with the Proposer's SOQ.

- F. 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.
- G. The Federal and State tax identification numbers, and the State of incorporation, as applicable.
- H. If applicable, identify ownership status and/or employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses.

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

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 summary that portrays how the qualifications and experience of the Consultant's key personnel relate to the work described. The consultant shall at minimum address the following:

- A. Identify the name and qualifications of the individual who will serve as the City Engineer and identify their workload capacity and level of experience commensurate with the level of service required by the City.
- B. Provide a summary of each key personnel's education, training, qualifications, registrations, certifications, and relevant individual work experience that will assist the City Engineer in performing the work.
- C. Provide a summary of the Consultant's facilities and the availability of support staff.
- D. Provide a summary of Consultant's familiarity with laws and regulations governing public water, wastewater, stormwater, and transportation systems, including operations, construction and maintenance of the City's current systems.
- E. Provide a description of Consultant's expertise in the following areas:
 - Civil, Structural, Electrical, Mechanical and Transportation Engineering.
 - Surveying, including writing legal descriptions, making exhibits, knowledge of ORS, and performing peer reviews on fellow surveyor's plats where applicable.
 - Permitting, including wetland, floodplain, stormwater.
 - Municipal ground/surface water rights acquisition and maintenance of.
 - Water distribution systems, including pump stations, and water storage.
 - Wastewater pump stations and gravity collection systems.
 - Wastewater treatment systems.
 - WPCF and NPDES permit regulations and compliance.
 - Municipal transportation systems involving local, county, and state roadways.
 - Oregon land use planning and development related infrastructure issues.
 - Public Works improvement contracting and administration.
 - Public Works intergovernmental agreements and development agreements.
 - Public Works utility billing operations and maintenance.
 - Public works finance and infrastructure financing.

- F. Provide a list of at least two (2) references from government clients of similar sizes for whom similar services have recently been provided. (For all references, please include names, phone numbers, and description of work performed.)
- G. Provide a list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis and be able to provide proof of adequate professional liability insurance for any subconsultants within 3 working days if selected.
- H. Include proof of insurance and proof of insurance endorsement requirements currently required by the contract, as indicated in Section 2.4 of this RFQ, within 3 working days if selected.

2.2.4 – Project Scope and Understanding of the Work

The consultant shall include a statement of understanding of the proposed work, as further described in Section 3 of this RFQ.

2.2.5 – Conflict of Interest

The consultant shall include a statement defining what they believe to be conflicts of interest and how they will manage those conflicts while performing City Engineering Services for the city and performing other services for the city, a customer, or developer in the city.

2.2.6. Additional Supporting Information

Supporting materials should include only resumes, references and client project lists. If there is no additional information to present, state: "There is no additional information we wish to present".

All additional supporting information shall be presented in a separate section at the end of the SOQ and is not counted towards the page limit requirements. Brevity in this material is key, glossy marketing materials will be counted as a negative.

2.3 – Consultant's Fee Schedule

Consultants are not required to include the fee schedule with SOQ.

After review of the SOQs by the Selection Review Committee in accordance with Section 4.1 – Evaluation and Selection Criteria of the RFQ, the top ranked consultants will be invited to submit a Table of Rates. The city intends to accept these rates at face value and move forward with the contracting process.

However, the city reserves the right to negotiate rates in conformance with ORS 279C.110, if deemed necessary. If this proves necessary the city will start first with the highest-ranked Consultant, as determined by the Selection Review Committee. If a final agreement with the highest-ranked Consultant cannot be reached, then the city may then attempt to reach a final agreement with the next highest-ranked Consultant and so on with the remaining Consultants, until an agreement is reached.

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, plus statutory workers' compensation and employer's liability insurance as required by state law. See the sample contract (Professional Services Agreement) in **Attachment A** for the insurance and indemnity requirements.

Consultants may also be excluded from further consideration if the Consultant's insurance coverage is unsatisfactory.

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 the budgetary and funding constraints of the city.

Section 3 – Preliminary Scope of Work

3.1 – General City Engineering Services

The Consultant City Engineer reports directly to the City's Public Works Director, Acting Public Works Director, or in their absence the City Manager generally through telephone/video conferences and e-mail. Inquiries from the public and/or press are outside the purview of the Consultant City Engineer. All inquiries for the Consultant City Engineer's time shall be channeled through the Public Works Director, Acting Public Works Director, or City Manager who must authorize such requests prior to the Consultant City Engineer taking any action.

General Services to be provided by the Consultant City Engineer for plan review and commentary may include, but are not limited to, the following:

- A. Serve as the City's representative during the review, plan approval, construction management, and project closeout phases of development or planning project prepared by other professional engineers and submitted to the City for review and approval. This includes private development projects such as subdivisions, partitions, and infill type private developments.

General City Engineering Services to be provided by the Consultant City Engineer may include, but are not limited to, the following:

- A. Serve as the City's Engineer of Record.
- B. Attend pre-application, construction, Planning Commission, City Council or other meetings as requested by the city.
- C. Assist Public Works with budgeting, planning, and rate studies.
- D. Review and comment on Public Works related ordinance modifications, Public Works Design Standards, and Public Works Construction Specification modifications.
- E. Assist Public Works with GIS data gathering and information compilation relating to existing Public Works infrastructure.
- F. Work with City Staff, organizations and funding agencies to help develop competitive and complete grant applications or funding SOQs.
- G. Work with City Staff to review or complete federal, state or county permits, applications, or agency notifications. Consult with federal, state and local agencies having jurisdictional authority over the Project, as necessary.
- H. Work with architects, engineers, contractors, and other professionals concerning technical interpretations and applications of the City's Public Works related codes and ordinances, Public Works Standards, and other City engineering policy matter compliance.
- I. Provide written Public Works recommendations and/or Public Works conditions of approval from an infrastructure perspective when requested.
- J. Review preliminary engineering design plans and design calculations for general conformance with the City's Public Works related codes and ordinances, Public Works Standards, standard engineering practices, and other City engineering policy matter compliance.
- K. Review final submitted construction plans prepared by other professionals and, after review, approve the construction plans as "Approved for Construction".
- L. Review and provide comments on Public Works related intergovernmental agreements, and development agreements related to public utilities (water, wastewater, and stormwater), transportation improvements, and other general activities.

- M. Assist with providing construction oversight and construction observations services of Public Works improvements constructed as part of private development. Verify general conformance with City “Approved” construction plans and specifications.
- N. Provide project management and construction observation for City Public Works improvement projects, when requested. Verify general conformance with City “Approved” construction plans and specifications.
- O. Perform final construction observations and punch lists for completion of private developments and for City Public Works improvement projects, including review of as-built drawings, testing results, as-built certification, project closeout and initiation of the required construction warranty period.
- P. Provide design, recommendations, and technical assistance for City Public Works improvement projects including preparation of construction plans, bid documents, solicitation, procurement, engineering services during construction, and preparation of as-builts.
- Q. Review the City’s master plans, feasibility studies, and system development charges, as requested. Updates/revisions to the City’s master plans, feasibility studies, and system development charges may be requested by the city to be on a task order basis as further described in Section 3.2 below.
- R. Perform additional basic engineering and special engineering services which cannot be fully described at this time, as requested by the city on a task order basis.
- S. Subconsultants may be used on design projects or where supplemental expertise is desired, subject to written approval by the City.

3.2 – Specific Public Works Improvement Projects (Task Order Basis)

The Consultant City Engineer may be requested by the city to undertake specific Public Works improvement projects for the City that have a finite scope of work, are relatively large in scale, or for any other reason the City wishes to assign the work on a task order basis to the Consultant City Engineer. For such projects, the Consultant City Engineer shall be provided with a task order from the City. The Consultant City Engineer shall review and confirm the detailed scope of work, then provide the City with a schedule, and cost SOQ for City review and approval that will be appended to the City’s Task Order.

Section 4 – SOQ Evaluation and Selection

4.1 – Evaluation and Selection Criteria

The evaluation of the SOQ will be done through a Selection Review Committee of at least three members. Each committee member will independently evaluate each SOQ in accordance with the criteria stated in the SOQ Requirements section of this RFQ. At any point during the evaluation process, the city is permitted to seek clarification of any SOQ. Based on their evaluation, each member of the Selection Review Committee will score each SOQ according to the following scoring criteria. Each member will rank, in descending order, each SOQ by total score. The maximum possible points for each item of information described in Section 2 are shown in the following table.

SOQ CONTENT AND EVALUATION CRITERIA	MAXIMUM SCORE
1. Meets Minimum Qualifications	Pass/Fail
2. Table of Contents	Pass/Fail
3. Introductory Letter/Narrative	5
4. Key Personnel Qualifications	50
5. Project Scope and Understanding of the Work	40
6. Additional supporting information	5
Totals	100

4.2 – Final Selection and Award

A final selection will be made by the City Council following review and ranking of the SOQs by the City selection review committee. To assist in selecting, interviews may be conducted at the discretion of the City. The 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 RFQ and the selected Consultant's SOQ. 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 **Attachment A**. Those who wish to submit a SOQ to the City are required to carefully review the sample Contract (Professional Services Agreement) and shall specifically note the indemnification and insurance requirements listed.

It is anticipated that the City will enter a **nine (9) month agreement**, which thereafter may be extended upon the written consent of both parties for additional at this stage an indeterminant term(s). The city anticipates payment for services will be on **an hourly basis**; however, the city will also consider alternative SOQs.

The final scope of work and Consultant fee will be negotiated, starting with the selected highest ranked Consultant until an agreement can be reached on 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.

The City reserves the right to negotiate a final contract that is in the best interest of the City. The City may, in its sole discretion, terminate negotiations and reject the SOQ in the event agreement cannot be reached.

After the City has reached the final agreement with the selected Consultant, the Selection Review Committee will make a recommendation to City Council. Within five (5) business days after City Council approval of the selection, City and Consultant will finalize the written Contract (Professional Services Agreement, a sample is available upon request). The contract will begin after issuance of the City's "Notice to Proceed", which will be provided to consultant with the execution of the Contract.

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

For

Project Name

ARTICLE I: SCOPE

For consideration set forth in Article V, the firm of **Consultant Name**, 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 work described in this agreement and **Attachment A** (Scope of Work), **Attachment B** (Engineer Fee Estimate) 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 the obligations and conditions applicable to public contracts pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above includes a public improvement as that term is defined by ORS 279A .010(1)z(cc), the Consultant further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279, 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.

Notwithstanding the foregoing, Consultant has no duty to defend City against a claim for professional negligence relating to the professional services Consultant provides under this Agreement, except to the extent that Consultant liability or fault is determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement, and subject to any proportionate fault determination.

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 \$2,000,000.
- B. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired vehicles. \$1,000,000 minimum.
- C. Statutory workers' compensation and employer's liability insurance as required by state law.
- D. Professional liability insurance in the amount of \$2,000,000.

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 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

Any dispute or claim that arises out of or that relates to this AGREEMENT, or to the interpretation or breach thereof, shall first be submitted to mediation, and if not there resolved, the dispute shall be resolved by final and binding arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc. (ASP) by filing a claim, within one year of date the dispute arose, in accordance with the filing rules of ASP, and judgment upon the award rendered pursuant to such arbitration may be entered in Marion County, Oregon Circuit Court.

Any arbitration proceedings shall be conducted in Marion County, Oregon, and shall be concluded as to all facets of the arbitration proceeding within 120 days of the filing of the claim. Any Final or

Supplemental Award that includes a provision for remediation shall specifically require that any such remediation be in accordance with all city, county, state and federal rules, regulations and statutes.

Any work required in any remediation requirement shall be done only after the issuance of all necessary permits for such work.

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 _____, 20XX.

CONSULTANT:

CITY OF STAYTON, OREGON:

By: _____
Consultant

By: _____
Julia Hajduk, City Manager