



REQUEST FOR PROPOSALS

ENGINEERING AND RELATED SERVICES

On-Call Civil Engineering and Related Services

APRIL 12, 2021

Address Proposals to:

City of Wilsonville

Attn: Zachary Weigel, P.E., Capital Projects Engineering Manager

29799 SW Town Center Loop East

Wilsonville, OR 97070

Proposals due: Wednesday, May 5, 2021, at 2:00 PM, local time

Proposals must be sealed in an opaque envelope, plainly marked as follows: "Request for Proposals – On-Call Civil Engineering and Related Services," and sent to the attention of Zachary Weigel, P.E., Capital Projects Engineering Manager. Include the name and address of the Proposer. Proposers must submit five (5) sets of the Proposal. Electronically mailed or faxed Proposals will not be accepted. The City of Wilsonville reserves the right to reject any or all Proposals.

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REQUEST FOR PROPOSALS

The City of Wilsonville, Oregon (City) is soliciting proposals from prospective consultants interested in providing *On-Call Civil Engineering and Related Services* on an as-required basis to the City. The City intends to perform a competitive selection process based on a combination of price and qualifications consistent with OAR 137-048-130(3) and 200, and execute an On-Call Master Professional Services Agreement (PSA) with each of the selected consultants. These PSA's will be considered Price Agreements, as defined in OAR 137-048-270. There are 17 categories of services (see Section XI). The City expects to select at least one consultant for each category, and a firm capable of providing services in multiple categories may be selected for multiple categories. Each PSA will be valid through the end of the City's 2021/2022 fiscal year, ending June 30, 2022, with a renewal option at the City's discretion for an additional two fiscal years. Once established, the City intends to use the On-Call consultants for the majority of its routine annual consulting service needs, and will issue project specific Task Orders against individual PSAs. By City Procurement Policy and State rules, the maximum value of any Task Order or group of Task Orders associated with the same project is \$100,000, irrespective of the time frame or fiscal year in which the work is performed.

The City intends to rotate work amongst the selected consultants, however, selection of a particular consultant for a particular task or project will be based on the City's judgment of the consultants' expertise, availability, and pricing information in accordance with OAR 137-048-200 (Direct Appointments). By agreeing to execute an On-Call PSA with the City, Consultant is agreeing that there is no guarantee of any particular dollar value of work, and that the City retains the sole right to make a selection for any individual project or task.

All consultants must meet the insurance requirements of the City and sign an Affidavit (Attachment B) that they will meet these requirements in order to be considered for selection. A selection committee consisting of City staff will review the written Proposals, interview candidate firms if deemed necessary, score the proposals (as defined in this RFP), and select the successful consultants. We encourage all interested consultants to submit a proposal in response to this RFP. **Proposals will be received until 2:00 pm on Wednesday, May 5, 2021.**

I. Project Description

The City has a robust Capital Improvement Program (CIP) and has an annual need for a wide range of consulting services associated with the civil infrastructure of the City – e.g., the sewer, storm sewer, water, and street systems. This solicitation and the On-Call Master Professional Services Agreements (MPSA's) that will result are specifically targeted to smaller, short term projects within the overall CIP Program that are not using any federal or state monies. For larger design projects and major studies with Service Fees expected to exceed \$100,000, or that will use State or Federal monies, the City conducts project-specific qualifications based solicitations in accordance with OAR 137-048-100. Being selected or not selected on this RFP will not affect any firms' ability to propose on other consulting work for which the City issues a separate, project-specific RFP.

General work tasks, duties and expected deliverables are identified in Section X of this RFP. Categories of Work for which the City intends to execute On-Call MPSA's are identified in Section XI. Firms may propose on one category or multiple categories, and will be evaluated on each specific category proposed, as defined in Section XIII and Attachment A of this RFP. This RFP is structured to give the City access to full service firms capable of providing services in multiple categories as well as smaller, specialty consultants that may only provide services in one category. The evaluation and selection process has been structured to eliminate, to the extent possible, any inherent advantages or disadvantages based on the size of the firm or the extent of teaming arrangements. Teaming or subconsultant arrangements may be proposed, however, only the qualifications of the principal firm will be evaluated. Individual firms should submit individual proposals.

II. Minimum Qualifications

To be considered for award of the contract for this Project, each Proposer shall demonstrate the following minimum criteria as part of their Proposal.

1. Proposer's project team shall include a State of Oregon Registered Professional Engineer or Land Surveyor, or other licensed professional(s) as required for any individual project-specific task.
2. Proposer shall demonstrate a minimum of five (5) years in business providing professional consulting services under the same corporate name, or for recently created or incorporated firms, a minimum of ten years of relevant professional experience for the principal owner of the firm.
3. Proposer 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.
4. Proposer shall meet the Insurance and Insurance Endorsement requirements currently required by the City (see attached draft Master Professional Services Agreement).
5. Proposer shall meet the Representations and Certifications in Attachment B to the RFP.
6. Proposer shall have the ability to execute a Master Professional Services Agreement with the City.

III. RFP Documents

Request for Proposal (RFP) documents can be downloaded on or after **April 12, 2021**, via www.ci.wilsonville.or.us (from Home page, select "Doing Business" tab, select "Bids & Proposals", select project link under "RFP/RFQ/SOQ"). RFP documents are also available at www.questcdn.com, input #7721765. For assistance with free registration or downloading, contact QuestCDN customer service at (952) 233-1632.

Upon request, RFP documents may be obtained by standard mail for a fee of \$35.00. The City of Wilsonville shall not be held responsible for the delivery of the documents. Contact Candi Garrett at (503) 570-1564 to obtain RFP documents by mail.

IV. Project Manager

The City's Project Manager shall be the sole point of contact for all questions, concerns, and protests. The Project Manager for this Project is:

Zachary Weigel, P.E.
Capital Projects Engineering Manager
Wilsonville Engineering Division

Contact at:
(503) 570-1565
weigel@ci.wilsonville.or.us

V. Pre-Proposal Meeting

There will be no pre-submittal meeting or site visit scheduled for this RFP.

VI. RFP Questions

Interested consultants shall direct all questions regarding RFP documents in writing or by email to:

City of Wilsonville
Attn: Zachary Weigel, P.E.
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR

weigel@ci.wilsonville.or.us

All questions shall include "On-Call Civil Engineering and Related Services – RFP Questions" in the subject line or written on the front of the envelope and be submitted in writing by **5:00 p.m.** local time on **Wednesday, April 28, 2021**. Questions and answers will be provided by email to all firms on the RFP holders list.

Access to the City's Project Manager for telephone calls, emails or other communication will be unrestricted during the RFP preparation period until **5:00 p.m.** local time on **Wednesday, April 28, 2021**. During this time Proposers are encouraged to ask as many questions as needed to prepare a viable Proposal. Questions submitted after **5:00 p.m.** local time on **Wednesday, April 28, 2021** will not be addressed.

For the sake of fairness, Proposers are not to contact any City staff or official other than the Project Manager concerning this RFP. Contact with any other City staff or official concerning this RFP will be grounds for disqualification.

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning this RFP. Only answers to those questions responded to by the Project Manager via email or by written addendum may be relied upon.

VII. Proposal Submission

Interested consultants shall submit five (5) copies of their written Proposals, sealed in an opaque envelope, plainly marked "Request for Proposals – On-Call Civil Engineering and Related Services," and include the name and address of the Proposer. Proposals shall be addressed and submitted to the following location by **2:00 p.m.** local time on **Wednesday, May 5, 2021**.

City of Wilsonville
Attn: Zachary Weigel, P.E.
29799 SW Town Center Loop East
Wilsonville, OR 97070

Proposals must arrive at the issuing office on or before the listed time and date due. Late Proposals will be returned unopened and without review. Electronically mailed or faxed Proposals will not be accepted.

VIII. Schedule

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified firm or individual. This schedule is subject to change as additional time is needed.

Advertise Request for Proposals	April 12 & 14, 2021
RFP Change Request Deadline	April 28, 2021, 5:00 p.m.
RFP Question Submission Deadline	April 28, 2021, 5:00 p.m.
Addenda Issuance Deadline	April 30, 2021
Proposals Due	May 5, 2021, 2:00 p.m.
Evaluation of Proposals Complete	May 28, 2021
Notice of Award	May 31, 2021

IX. General RFP Information

Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum, which shall be issued by email format only to all those who have obtained the RFP documents by standard mail, or download at www.questcdn.com.

All addenda shall have the same binding effect as though contained in the main body of the RFP, Summary of General Tasks/Duties, and Summary of Service/Categories.

No addenda will be issued later than **Friday, April 30, 2021**, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer’s sole expense, if the Proposer wishes to deny or withhold the information.

Cancellation

The City 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.

Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City’s internal distribution systems, do not excuse the Proposer’s responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including the draft Master Professional Services Agreement (attached as Attachment C), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Summary of General Tasks/Duties of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached draft Master Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Master Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Master Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Master Professional Services Agreement not stated at the time of proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Summary of General Tasks/Duties of this RFP.

Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that the Proposer has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Competition

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

RFP Protests and Change Requests

A prospective Proposer may protest anything contained in the RFP documents and request a supporting change to any provision, specification, or contract term contained in the RFP documents by submitting a written request to:

City of Wilsonville
Attn: Zachary Weigel, P.E.
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR

weigel@ci.wilsonville.or.us

All change requests shall include “On-Call Civil Engineering and Related Services – RFP Protest” in the subject line or written on the front of the envelope and be submitted, in writing, by **5:00 p.m.** local time on **Wednesday, April 28, 2021**. Each protest and request for change must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the requested change and any proposed changes.

The City will evaluate and resolve all protests and related change requests submitted before the listed time and date due within a reasonable time following receipt of the protest. The City will issue a written decision on the protest to the Proposer who submitted the protest. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP.

Proposal Liability

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents.

City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may

result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. 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.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

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

Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be so worded as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

Wilsonville, Oregon and Federal Requirements

The City of Wilsonville intends to select a consultant in accordance with OAR 137-048-130(3), OAR 137-048-0200 and the City's municipal code. Selection of a consultant under this process 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 of Wilsonville.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

Proposer is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of Wilsonville's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

X. Summary of General Tasks/Duties

The listings below and in Section XI are intended to indicate the broad and diverse range of services the City may contract for, not the scope of a typical Task Order.

Project Management

- Work Scope and proposal development for a particular task order.
- Prepare and maintain the project schedule, and manage staff and subconsultants to meet schedule milestones.
- Schedule and conduct project meetings and prepare agendas and meeting notes.
- Prepare monthly progress reports, invoices, and cost versus budget reports.

Concept Planning and Engineering

- Research "as-built" records and other historical data.
- Perform technical evaluations, literature research, field investigations, mathematical analyses, computer modeling, permitting agency coordination, and/or other work to

determine current conditions and potential constraints and fatal flaws affecting the permitting or construction of a future project.

- Identify concept level project alternatives and prepare conceptual designs and cost estimates for future projects.
- Create project design criteria and/or performance criteria for future projects.

Preliminary and Final Design

- Prepare preliminary (30%, 60%) and final (90%, Final) project designs, drawings, and specifications based upon City Standards, ODOT Standards, and/or other standards, including preparing supplemental general conditions and special provisions. Prepare Engineers Estimates and Bid Documents.
- Perform specialized field investigations such as soil borings and other geotechnical investigations, water quality sampling, open channel flow measurements, pavement management surveys, pipeline condition assessments and leak studies, traffic studies, speed studies, and signal timing evaluations.
- Conduct design review meetings, document and distribute review comments, and revise designs, drawings, specifications, and contract documents as needed.
- Perform field and topographic surveys to support concept designs and/or final design and drawing preparation.
- Prepare environmental reviews and documentation, environmental permit application submittals, and permitting agency coordination.
- Prepare documents and maps for right-of-way, easement, and property acquisitions, and assist with title work and negotiations.

Construction Engineering, Inspection and Other Field Services

- Perform construction staking and other surveying services during construction.
- Perform as-built surveys, establish final survey monuments per County standards, and file official maps with the City or County as needed.
- Provide on-site engineering and inspection support during construction, including field evaluation of specification compliance, erosion control inspection, ADA curb ramp inspection, submittal reviews, change order reviews, design revisions, and value engineering reviews.
- Prepare hard copy and electronic as-built record drawings following construction completion.

Investigations, Studies, Analyses and Other Consulting

- Cost of service analyses (e.g., rate studies and evaluations)
- Environmental studies, assessments, reports, and submittals such as wetland delineations, mitigation plans, and Joint Permit Applications.
- Regulatory compliance studies and submittals such as Water Management and Conservation Plans, annual water rights reports, mixing zone studies, and Americans with Disabilities Act (ADA) compliance assessments.
- Seismic and structural analyses.
- Forensic investigations and analyses.
- Computer Applications support services (GIS, GPS, AutoCAD).

XI. Summary of Service/Categories

The City does not expect a single firm to have capabilities in all of the categories listed in this section. Proposers should target their proposal (and Attachment A) only to those categories for which they have the level of qualifications necessary to compete with other firms providing similar services. The breadth and depth of services offered by an individual Proposer will be considered after individual Proposers are evaluated on individual categories.

Category #	DESCRIPTION OF SERVICES
	Engineering Services
1.1	General Civil Project Planning and Engineering: Analysis, planning, concept design, cost estimating, final design, bidding, and construction services for roadways, trails, bikeways and utility systems, including wastewater, storm drainage, and drinking water. Also includes ADA, pavement management, signage and markings, MUTCD compliance, street lighting, transmission, distribution, and collection systems, pump stations, treatment systems, and irrigation systems.
1.2	Land Surveying Services: Survey monument installations; survey control network establishment; construction staking; topographic survey base maps; boundary line and parcel surveys; Metes and Bounds surveys and legal descriptions for easement and right-of-way acquisitions. Urban Renewal legal descriptions and boundary maps.
1.3	Soils and Geotechnical Engineering: Soil and geologic assessments, pavement section design, soil and rock bearing capacity evaluations, slope stability investigations, soil and rock retaining structure design, non-building foundation design.
1.4	Transportation Planning Services (as defined in OAR 137-048-110): Project-specific transportation planning involved in the preparation of categorical exclusions, environmental assessments, environmental impact statements and other documents required for compliance with the National Environmental Policy Act, 42 USC 4321 et. seq.
	Related Services
2.1	Inspection Services: Construction and erosion control inspection services for roadways, trails, bikeways and utility systems including wastewater, storm drainage, and drinking water. Inspection services include construction observation and documentation, field measurements, bid item tracking, and ensuring compliance with construction plans and specifications. Certified ODOT curb ramp (ADAAG/PROWAG) inspectors required. Erosion control inspectors must hold current Certified Erosion and Sediment Control Lead (CESCL) certification. May include night time inspection work.
2.2	Material Testing Services: Earthwork density testing and sampling, wet concrete properties testing, concrete strength cylinder breaks, proctor (T-99) and modified proctor (T-180) testing, nuclear gauge compaction testing,

	structural masonry block mortar and grout placement and sampling, asphaltic concrete placement and density (Rice) testing, and other standard construction testing.
2.3	<u>Environmental Support Services:</u> Corp of Engineers / Department of State Lands wetland removal and fill permits (Joint Permit Applications), Compensatory Wetland Mitigation Plans, Willamette River Greenway Permits, NPDES waste water discharge and NPDES Phase II (storm water) permit support services. Wetland delineations, archaeological and cultural resource studies, wildlife studies, hazardous materials studies, rare and noxious plant studies, biological assessments field support services.
2.4	<u>Arborist Services:</u> Certified Arborist services, including tree inventory and evaluation, site reconnaissance, risk assessment, urban forest management, tree protection plans and specifications, plan review, construction monitoring, and appraisals.
2.5	<u>Transportation Systems Analysis:</u> Transportation System Plans, Intersection Area Management Plans, bicycle and pedestrian circulation plans, transportation modeling and analysis, speed studies, transportation system monitoring and operations, traffic counting, traffic studies. ADA assessments.
2.6	<u>Telecommunication Network Design Support Services:</u> Planning, analysis, design, programming, and as-built documentation of fiber optic networks and facilities. Planning, analysis, design, and programming of Supervisory Control and Data Acquisition (SCADA) networks and systems.
2.7	<u>Structural Design Support Services:</u> Planning, analysis, assessment, design, specifications, cost estimating and inspection services for structural engineering associated with City owned/operated buildings, bridges, and retaining walls.
2.8	<u>Electrical Design Support Services:</u> Planning, analysis, assessment, design, specifications, cost estimating and inspection services for electrical systems associated with City owned/operated buildings and utility infrastructure, including wastewater and drinking water systems equipment.
2.9	<u>Mechanical Design Support Services:</u> Planning, analysis, assessment, design, specifications, cost estimating and inspection services for mechanical systems associated with City owned/operated buildings.
2.10	<u>Land Use Planning Services:</u> Urban and community planning, analysis, assessment, public outreach, development code and comprehensive plan updates, and compliance with local, regional and federal policies associated with land use issues in the city.
2.11	<u>Architectural Services:</u> Planning, analysis, concept design, cost estimating, final design, bidding, and construction services.
2.12	<u>Landscape Architecture Services:</u> Site planning, urban design, streetscapes, park design, stormwater management, landscape design, planting plans, environmental planning and restoration.
2.13	<u>Economic Development Services:</u> Market analysis, pro-formas, feasibility studies, infrastructure financing plans, urban renewal services, economic development incentives.

XII. Proposal Requirements

Interested consultants shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

Proposal Format

Proposals shall be typewritten with a standard body text font (e.g. Calibri, Times New Roman, Garamond) of at least 12-point. Proposals shall be double-sided and stapled once or bound in the upper left-hand corner. The City requests that submittal materials contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled, such as PVC binders, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8 ½" x 11" sheet.

Proposals shall be organized in accordance with the listed proposal contents and shall not exceed 6 pages plus 2 pages for each proposal category. Proposals for multiple categories shall not transfer unused page space to provide additional information under another category. For example, a proposal submitted for only Category 1.1 General Civil Engineering shall not exceed 8 total pages. A proposal submitted for Category 1.1, 1.2, and 2.3 shall not exceed 12 total pages with at least 2 pages dedicated to each Category. Supporting Information, as defined below, shall be provided in a separate section at the end of the Proposal, and not counted in the page limit requirements. A front cover sheet, one-page table of contents, Attachment A, and Attachment B are not counted in the page limit requirements.

Proposals exceeding the specified number of pages for each proposal Category or text font size may be considered non-responsive and the Proposal may be rejected. Pages exceeding the maximum page limit may not be reviewed.

Introductory Letter

The introductory letter should address the consultant's willingness and commitment, if selected, to provide the services offered and a description of why the Proposer believes it should be selected.

The letter shall be addressed to the City's Project Manager and include the name of the firm, as well as the printed name, title, telephone number, and email address of the officer authorized to represent the consultant in any correspondence, negotiations, and signing of any contract that may result. Include the address of the office that will be providing the service and the project manager's name, title, telephone number, and e-mail address. The Proposer's federal and state tax ID numbers and the state of incorporation, if applicable, shall also be included.

The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer's entity, authorized to bind the entity in contractual matters.

Software Resources and Deliverables

Proposals shall demonstrate the consultant's ability to provide project deliverables consistent with City of Wilsonville software, database, printing, and archiving formats. The City uses the following software: AutoCAD and AutoCAD Civil 3D 2018, ESRI ArcMap 10.7, InfoWater™, InfoSWMM™, Adobe Acrobat, Bluebeam Revu 2019, MS Office Suite 2016. Required hard copy bid set construction drawing format is 22" X 34" and 11" X 17", to scale at either size, on 20# bond paper. Required as-built archive drawing format is 22" X 34" photo mylar.

As contract conditions, the City's Master Professional Services Agreement (See Attachment C attached) requires consultants to agree that:

- Upon completion of a project, copies of all materials generated in the course of the project shall be provided to the City in both reproducible hard-copy and original electronic format; and
- All materials and documents acquired or produced in conjunction with a project shall be delivered to and become the property of the City of Wilsonville, without restriction or limitation of their future use.
- Please provide a brief description (a single page should be adequate) of the Proposer's software capabilities, printing/plotting and as-built plotting capabilities, and a written acknowledgement of the City's electronic deliverable requirements.

General Qualifications and Responsiveness

- Provide a general summary of the proposer's breadth and depth of professional capabilities and experience, including years in business, number and location of branch offices, company-wide staffing level, approximate gross annual dollar volume of work, and general professional focus. *(Optional) Other useful information that may be included in this section includes the total number and type of projects completed in the last ten years and the number and type of projects currently under contract.*
- Provide the location of the primary office or offices from which work will be performed.
- Provide the number and type of personnel (e.g., "four principal civil engineers, two hydrologists, three ACAD technicians") available at the primary office or offices from which work will be performed. (No specific names are required)
- Describe Key Management / Project Management personnel longevity, experience with the company, and the office out of which they work.
- Describe the Proposer's contract/task order review and signature protocols (e.g., who has authority to sign a Not To Exceed task order and at what dollar level.)
- Provide any other information that you believe will assist the City in making its selection.

Understanding and Approach

Proposals shall document the Proposer's understanding of, and approach to On-Call, Task Order based consulting services. Proposers should address the following topics in this section:

- The Proposers understanding of the City's programs, policies, and decision making processes, and organizational structure that creates the need for On-Call Services.

- The Proposers general approach and assumptions for developing and negotiating the Scope of Services and Fee for a typical Task Order.
- The Proposers general approach to assigning technical and project management staff to a particular task, performing internal Quality Assurance/peer review, and completing the identified deliverables.

Rate Schedule and Pricing Information

Proposals shall include a current (Calendar Year 2021) Rate Schedule. The Rate Schedule shall clearly identify the following:

- All – inclusive unit labor rates (e.g., Billing Rate) for each position title. (see Draft MPSA Section 3).
- Typical date on which the Rate Schedule is revised.
- Average Billing Rate percentage increase for the last three fiscal or calendar years.
- Specify which position title or titles will typically perform day-to-day project manager duties and which position title(s) will perform internal QA/QC/peer reviewer functions.
- Identify direct cost markups, including markups on subcontracted labor, if any.

The above information will be evaluated for the general range of fees compared to other proposers, markup percentages, and rate differentials between technical and management personnel.

Category Specific Company Qualifications

Proposals shall demonstrate the expertise and capacity of the Proposer to provide the category specific services being proposed, as identified in Section XI and as listed on Attachment A. For each category, the proposal should provide details on the following:

- Similar representative projects, by name, type, location, date, and contract value, performed within the last ten years, which best characterizes the firm’s experience and qualifications for that category of work. Please include the client contact name, address, phone number and e-mail for each project where possible.
- Key management/project management personnel that were assigned to the representative projects listed and whether they are still with the company and are potentially available for similar assignment on City of Wilsonville projects.
- For work performed for other governmental or quasi-governmental entities under the broad heading of On-Call, Resident Engineer, Town Engineer, Consultant-of-Record, Pre-Qualified, or other designation, please provide the dates these arrangements existed, the types of services performed, and the average annual value of the services.
- Key management / project management resumes, if any, (to be included in the Appendix) will be evaluated as part of this section.

Category Specific Technical Personnel

Proposals shall include key technical personnel that would potentially be assigned to a specific task. NOTE: management / project management personnel will be evaluated under Category Specific Company Qualifications. For each category, the proposal should provide details on the following:

- Identify department managers / technical leads / key technical personnel by name, title, and years of service with the company, what office they work at and where they reside in the organizational structure.
- For key technical personnel only, provide relevant individual project experience, areas of specialization or expertise, awards, registrations and certifications, and overall technical capabilities and competence. (Note: Key technical personnel resumes (if included in the Appendix) will be evaluated as part of this section.)

Attachment A – Proposal Category Designations

Proposals shall include a completed Proposal Category Designation form (Attachment A). Indicate by checkmark the categories of services (e.g., 1.1, 1.4, 2.1, etc.) on which Proposer are proposing. Proposers are advised to only select categories in which they have in-house capabilities.

Attachment B – Proposer Representations and Certifications Affidavit

Proposals shall include a signed Proposer Representations and Certifications Affidavit (Attachment B) documenting Proposer firm's representations and certifications for this RFP.

Supporting Information

Supporting materials may include full resumes, sample documents, and photos. However, pertinent information should be covered in the body of the Proposal. Supporting Information will not count toward the page limit, but brevity is encouraged. If there is no additional information to present in the Supporting Information, then state: *"There is no additional information we wish to present."*

XIII. Proposal Evaluation

A Selection Review Committee of at least three members will be appointed to evaluate the Proposals received for each category. Each committee member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFP.

The City may also seek expert advice to help review Proposals. Advisors to the Selection Review Committee may attend evaluation meetings and consultant presentations, evaluate the Proposals, and lend any such expertise to the process as requested by the City. However, any such person that is contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed or otherwise brought to an end, have communications with any Proposers regarding their Proposals or the RFP process. At any point during the evaluation process, the City is permitted to seek clarification of any Proposal.

Written Evaluation

Based on their evaluation, each member of the Selection Review Committee will score each Proposal according to the scoring criteria (See example below).

EXAMPLE		General	1.1	1.4	2.1
Evaluation Criteria	Max Score	Score	Score	Score	Score
1 - Introductory Letter	P/F	P	X	X	X
2 - Software Resources & Deliverables	P/F	P	X	X	X
3 - General Qualifications & Responsiveness	15	12	X	X	X
4 - Understanding & Approach	10	8	X	X	X
5 - Rate Schedule & Pricing Information	15	10	X	X	X
6 - <i>Category Specific Company Qualifications</i>	30	X	25	28	23
7 - <i>Category Specific Technical Personnel</i>	30	X	25	27	23
TOTAL	100	30	80	85	76

Proposals will be scored once by each evaluator for criteria 1-5 and scored separately on Criteria 6-7 for the individual categories on which they are proposing. Scores will be added together to determine a category specific score. Each member will rank, in descending order, each Proposal by total score.

Interview Evaluation

If determined to be necessary or desirable by the City, finalists from the written evaluation may be invited to participate in an additional interview evaluation process. The number of finalists will be determined by the Selection Review Committee. The interview evaluation process will provide an opportunity for Proposers to make a presentation to clarify their Proposal and for the Selection Review Committee to ask additional questions related to the Proposal and scope of work. The City will notify finalists of the interview evaluation time and location and allow for a reasonable period of time for finalists to prepare presentations.

After the interviews, each member of the Selection Review Committee will re-evaluate and re-score each finalist interviewed according to the Evaluation Criteria. Each member will rank, in descending order, each interview by total score.

XIV. Consultant Selection

Preliminary rankings will be developed based upon the City's evaluation of each proposers qualifications within the sub-categories on which they proposed. After preliminary rankings are established, the evaluation team will also consider the type and range of services that can be provided by individual proposers. The City intends to select at least one On-Call consultants for each of the categories listed in Section XI, however, not all categories may have unique

selections. It is probable and likely that one or more firms will be selected to provide services in multiple categories.

Final selections will be based on a consensus of the evaluation team, taking into account group scoring, the number of candidates proposing for each category, the City's expectation of the type and volume of work within each category, and the potential need of the City to obtain services spanning multiple categories from a single firm for a specific project.

Notice of Intent to Award Contract

The City will issue an Intent to Award to all firms submitting Proposals identifying the final selections for each subcategory of work. The City will then prepare Master Professional Service Agreements (e.g., Price Agreements) with each selected firm. Each selected firm will be required to provide Rate Sheets, markups, escalation factors, and/or other cost multipliers that the Proposer will guarantee for the term of the Agreement.

Failure to successfully negotiate an Agreement with the City, or failure to meet insurance requirements will eliminate a firm from further consideration, and may create an opening for a different firm. The City reserves the right to shorten or lengthen the final list of selected firms, and to otherwise determine what is important for establishing the final list of On-Call consultants, consistent with the selection process. The final list of On-Call consultants and the respective categories for which they were selected will be published after all Agreements are in place.

Professional Services Agreement and Task Orders

The form of the contract (Master Professional Services Agreement) to be used by the City with the selected consultants, along with a draft general Scope of Services and example Task Order form, are attached to the RFP as Attachment C. Any exceptions to any provision of the Draft Master Professional Services Agreement, including but not limited to suggested language changes, insurance coverage, or other contract term modifications should be submitted as a part of the RFP response. The City reserves the sole right to reject any proposed changes to the Agreement and will do so in response to selected RFPs, in which case, the Proposer can elect to decline to enter into the Agreement.

Consultant Selection for Specific Work

To maximize distribution of work among selected consultants, the City intends to rotate through the list of selected firms as projects come up within specific categories for which multiple firms were selected. However, the City makes no guarantees as to the actual amount of work, if any, to be obtained by any particular firm. The City reserves the right to not rotate firms, depending on proven expertise, previous involvement in a similar project, or as otherwise determined to be in the best interest of the City. The City also reserves the right to solicit and award work using a different procurement process, as is determined to be in the best interest of the City.

ATTACHMENT A

Proposal Category Designations Form

_____ (COMPANY NAME)

does hereby propose to provide the City of Wilsonville with On-Call Civil Engineering and Related Services, as defined in Section XI of the City's Request For Proposals dated April 12, 2021.

Category #	Engineering Services	Mark with "X"
1.1	General Civil Project Planning and Engineering	
1.2	Land Surveying Services	
1.3	Soils and Geotechnical Engineering	
1.4	Transportation Planning Services	
	Related Services	
2.1	Inspection Services	
2.2	Material Testing Services	
2.3	Environmental Support Services	
2.4	Arborist Services	
2.5	Transportation Systems Analysis	
2.6	Telecommunication Network Design Support Services	
2.7	Structural Design Support Services	
2.8	Electrical Design Support Services	
2.9	Mechanical Design Support Services	
2.10	Land Use Planning Services	
2.11	Architectural Services	
2.12	Landscape Architecture Services	
2.13	Economic Development Services	

Authorized Signature: _____ Date: _____

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ATTACHMENT B

Proposer Representations and Certifications Affidavit

On behalf of _____ (Company Name),

I hereby represent and certify that:

- I have reviewed the City of Wilsonville DRAFT Master Professional Services Agreement (MPSA) included as Attachment C to the Request for Proposals – On Call Civil Engineering and Related Services dated April 12, 2021, and, on behalf of the Company, agree to meet all the general requirements of the MPSA specifically including insurance and endorsement requirements as listed in the draft MPSA.
- The information provided in the Proposal is a true and accurate representation of the Company's qualifications and experience, contains no false statements, and the Company has not in any manner sought collusion to secure any improper advantage over any other Proposer.
- The Company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency.
- The company is an Equal Opportunity Employer and complies with all Federal/State/Local Requirements identified in Section IX of the RFP.
- The Company has the appropriate financial, material, equipment, facility and personnel resources to meet all contractual requirements.

I certify I am authorized by the Company to sign this Affidavit.

Signature

Date

Printed Name and Title: _____

Phone: _____ Email: _____

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ATTACHMENT C

Draft Master Professional Services Agreement

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**CITY OF WILSONVILLE
MASTER PROFESSIONAL SERVICES AGREEMENT
ON-CALL CIVIL ENGINEERING AND RELATED SERVICES**

This On-Call Civil Engineering and Related Services Master Professional Services Agreement (“Agreement”) is made and entered into on this ____ day of _____ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and _____, a(n) _____ [state] _____ [corporation/limited liability company, etc.] (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the City requires on-call civil engineering and related services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

The City is periodically in need of a variety of civil engineering and related consulting services, some of which may be on short notice. Consultant agrees to be available and to perform periodic on-call services, as more particularly described in the general Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”). Each time a Service is ordered, Consultant will be provided with an on-call Task Order to complete and sign, the form of which is attached hereto as **Exhibit B**. All Services contemplated under this Agreement will be on projects directly funded by the City of Wilsonville and where no federal funds are involved. Each Task Order will be sequentially numbered and signed by both parties. No work will begin until both parties have signed the Task Order.

Section 2. Term

The term of this Agreement shall be from the Effective Date until June 30, 2022, and will be renewable annually, at the City’s option, for the periods July 1, 2022 to June 30, 2023, and July 1, 2023 to June 30, 2024. More than one Consultant will be awarded an on-call contract to perform Services needed and there is no guarantee of any minimum amount of work or compensation under this Agreement.

Section 3. Rates/Services Scope

3.1. The maximum compensation amount (“Compensation Amount”) for On-Call Services for the Term and for each subsequent renewal is solely at the discretion of the City of Wilsonville. Each Task Order, or the sum of multiple Task Orders for the same project, is limited to a maximum value of ONE HUNDRED THOUSAND DOLLARS (\$100,000), irrespective of whether these Services are performed in the initial or subsequent Term renewal. On-Call Services will be provided on a time and materials basis, in accordance with the Rate Schedule set forth on **Exhibit C**. If Consultant charges for travel time, the amount charged for travel time or any mileage charged for travel time shall only be paid as set forth on **Exhibit C**. Otherwise, the Rates on **Exhibit C** are all inclusive and include, but are not limited to, all expenses, wages plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT). The Rate Schedule may be renegotiated no more than once per calendar year. If the City and Consultant cannot agree on the Rate Schedule for the next year, this Agreement will terminate.

3.2. Consultant will be paid for a Service upon satisfactory completion of the corresponding Task Order and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

3.3. The Budgeted Amount is for all On-Call Services performed under this Agreement and those contracts the City may have with other on-call consultants, if any.

Section 4. Project Managers

The City’s Project Manager is Zach Weigel. Consultant’s Project Manager is _____ . Consultant shall only take direction from the Project Manager unless otherwise stated in the Task Order.

Section 5. Project Information

No information, news, or press releases related to the Scope of Services, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City’s Project Manager.

Section 6. Duty to Inform

If, at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Scope of Services, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City’s Project Manager.

Section 7. Subconsultants and Assignments

Except as identified as named subconsultants and for which Rate Schedules are provided in advance and approved by the City Project Manager for a specific Task Order, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for Services performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

Section 8. Consultant Is Independent Contractor

Except as otherwise mandated by state law, the performance of Services under this Agreement is at Consultant's sole risk. All damages or loss to Services, equipment, or materials incurred during the performance of the Services shall be at Consultant's sole risk. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the project. Consultant hereby represents that no subconsultants will be used on the Services unless first preapproved, in writing, by the City.

Section 9. Consultant Responsibilities

9.1. Consultant shall make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement, as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the subconsultant furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

9.2. Consultant must comply with all applicable Oregon and federal wage and hour laws. Some Task Orders may be issued in conjunction with a public works project, subject to ORS 279C.800 to 279C.870, to which the Bureau of Labor and Industries (BOLI) prevailing wage requirements apply. In such cases where the Services being performed include labor (performed either by Consultant's own employees or any subcontractor) that is subject to payment of prevailing wages, Consultant must adhere to the requirements of ORS 279C.838 and 279C.840, when applicable. Information on Oregon BOLI wage requirements, if applicable, can currently be found at the following website address: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. This web address will be subject to update each year. If and when applicable, Consultant and any subconsultant or subcontractor shall file a certificate of wage rate as required by ORS 279C.845. Consultant may be liable to covered workers for failure to pay the required prevailing wage, including fringe benefits, under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA),

and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit C** as a reimbursable expense item, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

9.3. No person shall be discriminated against by Consultant or any subconsultant in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. Consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Services. Consultant shall have a City or Metro business license. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the implementation of the Services: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

9.4. Consultant shall make payment promptly, as due, to all parties supplying to such Consultant labor or material for the prosecution of the Services provided for in this Agreement.

9.5. Consultant shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums which Consultant agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

9.6. With certain exceptions listed below, Consultant shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

9.6.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

9.6.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

9.6.3. All Services performed on the days specified in ORS 279C.540(1)(b) for public improvement contracts.

9.7. Consultant must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Services on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

9.8. The hourly rate of wage to be paid by any Consultant to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

9.9. Consultant, and all employers working under the Agreement, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

9.10. In the performance of this Agreement, Consultant shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Agreement, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Consultant encounters a condition not referred to in its bid document, not caused by Consultant and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Consultant shall have all the rights and obligations set forth in ORS 279C.525.

9.11. Consultant shall be liable for any fine imposed against Consultant, the City, or the Services as a result of a violation of any laws or permitting requirements by Consultant or any suppliers.

9.12. Consultant must maintain and provide proof of a statutory public works bond, when applicable, to be determined based on the Task Order.

9.13. Consultant will work cooperatively with other consultants who may be working on the same project and other consultants working on other on-call services for the City.

9.14. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 10. Contract Requirements Applicable to All Task Orders

10.1. All Services shall comply in every respect with City and State building code requirements, City of Wilsonville Public Works Standards, and all applicable Oregon laws.

10.2. Consultant shall have and maintain all licenses as may be necessary or required for the performance of the Services.

10.3. If there are any questions regarding the Services to be done, it will be the responsibility of Consultant to contact the City's Project Manager and request clarification before proceeding.

10.4. In the event of accidental property damage, it will be Consultant's responsibility to return the property to its original condition, at no cost to the City.

Section 11. Indemnity and Insurance

11.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, reimburse, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other Services performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 11.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

11.2. Standard of Care. In the performance of the Services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement.

11.3. Insurance Requirements. Consultant must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies of insurance maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance of this Agreement:

11.3.1. Commercial General Liability Insurance. Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for

each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence; and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

11.3.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages that result from the errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years thereafter.

11.3.3. Business Automobile Liability Insurance. If Consultant will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

11.3.4. Workers Compensation Insurance. Consultant and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

11.3.5. Insurance Carrier Rating. Coverages provided by Consultant must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

11.3.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder.

11.3.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements

have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

11.4. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between the City and Consultant for which Consultant has obtained insurance, the maximum amount that may be withheld by the City for all such claims shall be no more than the amount of the applicable insurance deductible. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 12. Early Termination; Default

12.1. This Agreement may be terminated for convenience at any time by the City. Upon such termination, Consultant will be paid to complete any Services in process and, thereafter, this Agreement shall be deemed terminated.

12.2. This Agreement may also be terminated if Consultant breaches this Agreement and fails to immediately cure the breach within ten (10) days of receipt of written notice of the breach from the City.

12.3. If the City terminates this Agreement in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

12.4. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include, the day of termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

12.5. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof for which Consultant has received payment or the City has made payment.

Section 13. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant’s control. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant’s control, then the City shall extend the time of completion by the length of the delay.

Section 14. Contract Modification

Any modification of the provisions of this Agreement shall not be enforceable or binding unless reduced to writing and signed by both the City and Consultant.

Section 15. Property of the City

15.1. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, and inspection reports, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

15.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

Section 16. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Zach Weigel
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: _____
Attn: _____

Section 17. Miscellaneous Provisions

17.1. Integration. This Agreement, including all exhibits attached hereto, along with each executed Task Order between the City and Consultant, shall be deemed to be the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or

agreements. In case of conflict among these documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

17.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

17.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

17.4. Adherence to Law. Consultant shall adhere to all applicable federal, state, and local laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements.

17.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

17.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

17.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

17.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

17.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

17.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

17.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

17.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

17.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

17.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

17.15. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

17.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

17.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

17.18. Entire Agreement. This Agreement, all documents attached to this Agreement, and all contract documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

17.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

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17.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

Exhibit A
MPSA-2021-XXXXXX
GENERAL SCOPE OF SERVICES

Consultant has been selected as qualified to provide the following On-Call Civil Engineering and Related Services in the following general categories:

1. Category X.X: [Category Title from RFP Attachment A]
2. Category X.X: [Category Title from RFP Attachment A]
3. etc.

The general Scope of Services for ***On Call Civil Engineering and Related Services for Agreement MPSA – XXXXXX*** includes any combination of the activities described herein and applies only to work directed and contracted for by City of Wilsonville personnel and performed on applicable City of Wilsonville projects. “Services” or “Work” on Wilsonville’s projects may include a combination of field and office activities, as generally listed below:

1. Engineering and project management services associated with assigned Task Orders.
2. Technical engineering assistance, reviews, designs, calculations, and evaluations, as identified on individual Task Orders.
3. Field activities and services, including construction observation and oversight, as identified on individual Task Orders and as directed by the City Project Manager.
4. Administrative services associated with accumulating, reviewing, organizing, copying, filing (electronic), and transmitting documentation and other records and deliverables associated with the performance of individual Task Orders.
5. Any additional project closeout services or post-closeout services necessary, as identified on individual Task Orders.

All Services shall be performed by persons qualified and experienced in the particular work task to be conducted and shall be performed by, or under the direction of, an appropriate licensed or certified professional in the State of Oregon.

All Services shall be performed and invoiced on a Time and Materials basis according to the Agreement terms and the Rate Schedule attached as **Exhibit C**, unless modified, in writing, by a specific Task Order. The Agreement and this general Scope of Services do not guarantee any particular level of work and do not preclude the City from separately contracting for the same or similar services with other consultants.

Task Order:

In general, detailed instructions for the specific Services to be provided by the Consultant will be documented by the City in the form of a sequentially numbered Task Order (see **Exhibit B**), which must be signed by both parties before the Services commence. The Task Order will be created through negotiations with the Consultant and will include a Task-specific schedule and a Task-specific Not-to-Exceed cost. Additions or deletions to a Task Order that are identified subsequent to execution of the Task Order will be processed as set forth in the Agreement.

For all Services or work performed, the Consultant shall submit a hard copy written summary to the Project Manager, documenting the specific technical details of the activities conducted. Other hard copy and electronic deliverables, such as Technical Memoranda, spreadsheets, calculations, computer output files, drawings, and/or other files shall be identified in individual Task Orders.

Exhibit B
MPSA-2021-XXXXXX
TASK ORDER # _____

On-Call Civil Engineering and Related Services
(No Federal Funds)

TITLE OF TASK ORDER: _____
DATE: _____ CITY REFERENCE #: _____
PROJECT MANAGER: _____ PROJECT: _____

This Task Order is executed pursuant to a Master Professional Services Agreement for **On-Call Civil Engineering and Related Services** ("Agreement"), by and between XXXXXXXX (Consultant) and the City of Wilsonville (City), dated _____, 20____. All Terms and Conditions of the Agreement shall remain in full force and effect during performance of this Task Order, except as otherwise specifically identified below:

(Describe any exception, if any, or indicate Not Applicable)

Supplemental Insurance, including Pollution Liability coverage required? _____ Yes _____ No

Scope of Services

Consultant shall perform all of the Tasks as attached hereto as Exhibit 1 on a Time and Materials Not-to-Exceed basis, according to Consultant's Rate Schedule attached to the Agreement and the Task-Specific cost proposal, attached hereto. The Total Task Order Not-to-Exceed Price is \$_____. Per Oregon Public Contracting Law, the value of services under this Task Order, plus any previous or continuing services for the same project shall not exceed \$100,000.

Term

This Task Order commences on the date shown above, and must be completed on or before _____, 20____. All Services shall be completed by said date, unless extended by the parties, in writing.

Consultant

City of Wilsonville

Signature

Signature

Printed Name and Title

Printed Name and Title

Exhibit C
RATE SCHEDULE

[Placeholder]