REQUEST FOR QUALIFICATIONS

CITY OF SANDY, OREGON

Bell St. and SE 362nd Ave. Extension Project

The City of Sandy is soliciting statements of interest and qualifications information from consulting engineering firms to provide design and construction management services for the extension of Bell Street and SE 362nd Ave.

Sandy is located approximately 25 miles east of Portland, OR with a population of about 11,000.

The extension of Bell St. and SE 362nd Dr. is identified as an important link in the City’s Transportation System Plan (TSP) https://www.ci.sandy.or.us/Transportation-System-Plan/
The contemplated work assumes the extension of Bell St. from its current western terminus approximately 2,800 feet west to the common line of sections 10 and 11 and the extension of SE 362nd Ave. from US 26 approximately 900 feet north to an intersection with Bell St.

It is anticipated that two seasonal streams, associated riparian areas and wetlands will need to be crossed for the Bell St. extension. Right-of-way acquisition (six files) will be required for the project. The project will be 100% locally funded.

Desired Qualifications

1. A consultant team and Project Manager that can work closely with the City, property owners, the public and regulatory agencies to plan, develop, design and implement the project.

2. A consultant team and Project Manager with a demonstrated track record planning, developing, designing and providing construction management services for projects similar in scale and scope to the work contemplated.

4. A firm and Project Manager with the ability to manage right-of-way acquisition and environmental subconsultants and keep these and other critical project elements on track and on schedule.

Submission Requirements: Interested and qualified firms are invited to submit information that demonstrates their experience in performing projects of this scale and complexity. Documentation should include the following information:

1. A brief profile of the firm, project manager and project staff to be assigned to this project along with a brief description of experience and expertise offered by each team member.

2. A statement that the firm is licensed to perform engineering services in the State of Oregon and a certified statement that the firm is not disbarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.
3. A summary demonstrating the firm’s qualifications and ability to provide professional services as required to successfully complete the project.

4. A representative list of successfully completed recent projects and current projects under development managed by the proposed firm and Project Manager in the Pacific Northwest comparable to the contemplated work. Provide contact information (name, title, email address and phone numbers) for client project staff on each of these projects.

5. Provide a minimum of three references from previous clients on similar projects completed within the past five (5) years. Please include client’s name, address, email, and telephone number.

6. Include any information not previously listed in items 1 through 5 above that is considered essential in illustrating the firm’s qualifications.

7. Please include relevant information on sub-consultants your firm would employ for this project, including sub-consultant’s background & profile, key staff assigned to the project, specialties, experience, and references.

Information Provided: The following shape files (ArcGIS) aerial photos; property boundaries; public rights-of-way; 2 ft. contours; site addresses; streams; wetlands; utilities; UGB, City limits and the City’s Flood Slope Hazard (FSH) overlay will be made available at the pre-submittal information session on January 22nd.

Evaluation Process: The City will evaluate responses per ORS 279C.110(5). The selection of the engineering firm for this project will be accomplished through a two-step process:

1. Statements of Interest & Qualifications will be evaluated by City Staff. During the evaluation process, evaluators reserve the right, where it may serve the City of Sandy’s interests, to request additional information or clarification from potential firms, or to allow corrections of errors or omissions. At the discretion of the City, certain of the firms submitting statements and qualifications information may be invited to make brief presentation as part of the evaluation process.

2. The City will evaluate all respondents and invite the top-three ranked firms to submit price proposals.

Evaluation Criteria: Criteria for ranking firms include:

- Capabilities, of Project team in providing services related to transportation project planning, design and construction management in the Pacific Northwest in the preceding 10 years. (15 points maximum).
- References from previous and current clients for which the Respondent has performed or is performing work of similar size and scope as the work contemplated (10 points maximum).
• Abilities, experience and past performance of Project team related to development of preliminary concepts, alignments, alternatives, recommendations and cost estimates for the Project (20 points maximum).
• The Project team’s experience on similar projects working with relevant regulatory agencies, local planning departments, property owners and the public (20 points maximum).
• The Project team’s experience, past performance and ability to adhere to budgets, schedules and to meet deadlines. (20 points maximum)

Maximum points available after this step: 85. The sum of points assigned to each firm by the reviewers will be used to select the top three respondents.

The top three respondents will then be invited to submit price proposals conforming to the requirements in ORS 279.110C and based on the Desired Scope of Services listed in the following section.

Based on the preliminary project scoping estimate the estimated cost for planning, design and construction management services ranges between $700K and $1.375M.

The Scope of Services desired by the City includes but is not limited to the following:

• Perform surveys of existing built and natural features and conditions, topography and property surveys necessary to develop preliminary alignment(s), determine riparian and wetland impacts and define preliminary right-of-way requirements.
• Perform geotechnical investigations necessary to define project requirements and inform roadway design concepts.
• Perform wetland delineations and environmental evaluations necessary to determine impacts of the project.
• Provide advice and recommendations on alternative contracting methods that may be suitable for the project
• Based on preliminary alignment(s) and riparian and wetland impacts determine environmental and land use permitting requirements
• Prepare and submit any required wetland fill/removal and other environmental and land use permit applications and coordinate with relevant Federal, State and Local agencies.
• Attend public meetings, open houses and presentations as needed
• Prepare property owner notices, appraisals, legal descriptions and offer letters per the requirements of ORS Chapter 35
• Prepare preliminary roadway alignments and designs for City review and comment at appropriate stages in the design process.
• Coordination with ODOT for roadway approach permits and any work in US 26 right-of-way at the future intersection with SE 362nd Ave. as well as traffic signal design for the north leg of the intersection
• After required environmental, land use and ODOT permits are acquired prepare final design plans and contract documents for bid letting
• Review bids received and make recommendation of award
• Provide construction observation and inspection services (including third-party and special inspections) commensurate with the scope and complexity of the construction project
• Review contractor pay requests and prepare pay recommendations
• Develop monitoring and reporting plan for any wetland mitigation required by Federal or State agencies.
• Coordinate project closeout documents and prepare as-constructed drawings for the completed project.

The price proposals shall include at a minimum the following items:

1. A loading chart depicting the assigned consultant staff hours for each task by position classification and the hourly billing rate (including overhead) for various staff members assigned to the project.

2. A summary of costs (with estimated expenses and sub-consultant markups listed separately) for each project element, task and sub-task by category (project management, survey, right-of-way, environmental, design and construction management services).

The information requested with the price proposals may be provided in a single table or separately.

Price proposals will be evaluated on the value of the services provided to the City, not necessarily the least cost. A maximum of 15 points are available to be assigned to price proposals.

The sum of points awarded for step one and step two (100 points maximum) will be used to select the successful firm.

The anticipated schedule for the project is outlined below:

• April 2020 - begin survey, preliminary design and environmental work
• August 2020 – define right-of-way requirements, perform appraisals
• September 2020 – submit offers to property owners, submit removal-fill permit and land use permit applications
• October 2020 – February 2021 – complete right-of-way acquisitions, land use and environmental permitting, final design and contract document preparation
• March 2021 – advertise project

Sample Form of Contract and Protest Procedures: A sample Professional Services Agreement is attached to this document. This is intended to demonstrate the basic framework of the Agreement between the City and the selected firm and not the final form of Agreement between the parties.

A protest, (if any) of the evaluation, ranking and selection process shall substantially conform to those procedures described in OAR 137-048-0240.
Consultants responding to this solicitation do so at their own sole expense. The City is not responsible for any costs associated with submitting qualifications information and a price proposal.

**Proposal Format and Due Date:** Concise responses with relevant information as outlined in the Submission Requirements section above will be more useful than elaborate submittals with extensive graphics and corporate boilerplate. To be considered, four (4) hard copies and one (1) digital (Adobe .pdf file) copy of the Statement of Interest and Qualifications must be received by Mike Walker, Director of Public Works at 39250 Pioneer Blvd, Sandy, OR 97055 by 4:00 p.m. on **Thursday February 6th, 2020**.

**Selection Timeline:**

1. January 22nd – Pre-submittal information session 1:00 PM Sandy City Hall (optional)
2. February 6th, 2020 – Responses due by 4:00 PM
3. February 14th, 2020 – Responses evaluated and all respondents notified of the top three respondents selected
4. February 24th, 2020 – Price proposals submitted
5. February 28th, 2020 – Price proposals ranked, highest-ranked firm and remaining two firms notified
6. March 6th, 2020, 5:00 PM – Deadline for protests
7. March 9th through 27th, 2020 – Scope, fee and contract finalized, any protests resolved
8. April 6th, 2020 contract approved by Council

**Point of Contact:** Any questions, clarifications, or requests for general information should be directed by EMAIL ONLY to: transportation@ci.sandy.or.us. Please include the following in the subject line: **RFQ – Bell/362 Extension Project**
PROFESSIONAL SERVICES AGREEMENT

PREAMBLE

This Contract, made and entered into this _____ day of ______________________, 2020, by and between ____________________ hereinafter called "Contractor", and the CITY OF SANDY, a municipal corporation of the state of Oregon, hereinafter called "City".

WHEREAS, City has need for the services of a party with the particular training, ability, knowledge and experience possessed by Contractor.

W I T N E S S E T H:

The parties hereto mutually covenant and agree to and with each other as follows:

1. SCOPE OF WORK

   The scope of work, is contained in Exhibit A attached hereto and by this reference made a part hereof.

   This contract shall supersede any prior representation or contract, written or oral. This contract shall not be subject to modification or amendment except in writing, executed by both parties.

2. DURATION OF CONTRACT

   Unless earlier terminated or extended, this contract shall remain in force and effect from the date in the preamble above through ________________.

3. PAYMENT

   City agrees to pay, and Contractor agrees to accept, in full payment for the performance of this contract, according to the fee schedule in Exhibit A attached hereto and by this reference made a part hereof. The fee schedule in Exhibit A may be adjusted annually upon mutual agreement of the parties to reflect inflation and changes in labor and materials costs.
4. **CHANGES**

This contract and any substantive changes to the scope of work or changes to the contract costs will not be effective until approved in writing by the City.

5. **INDEPENDENT CONTRACTOR STATUS**

Contractor agrees and certifies that:

A. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to payment under this contract;

B. Contractor will not, on account of any payments made under this contract, be eligible for any benefit from federal social security, workers' compensation, unemployment insurance, or the Public Employee's Retirement System, except as a self-employed individual;

C. Contractor is not currently an employee of the federal government or the state of Oregon;

D. Contractor is not a contributing member of the Public Employees' Retirement System;

E. Contractor certifies it meets the specific Independent Contractor Standards of ORS 670.600;

F. Contractor is not an "officer, employee or agent" of City as those terms are used in ORS 30.265.

6. **SUBCONTRACTS AND ASSIGNMENT; SUCCESSORS IN INTEREST**

Contractor shall not enter into any subcontracts for any of the work required by this contract, excepting those portions of the work specifically described in Exhibit A or assign or transfer any of its interest in this contract without the prior written consent of City. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

7. **PAYMENT OF LABORERS**
A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this contract;

(2) Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this contract;

(3) Not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished; and

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this contract as such claim becomes due, City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor by reason of such contract.

C. The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.

8. PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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

9. OVERTIME AND HOLIDAYS
Persons employed by Contractor under this Personal Services Contract shall receive at least
time and a half pay for work performed on the following legal holidays:
A. New Year's Day on January 1
B. Memorial Day on the last Monday in May
C. Independence Day on July 4
D. Labor Day on the first Monday in September
E. Thanksgiving Day on the fourth Thursday in November
F. Christmas Day on December 25

and for all overtime worked in excess of forty [40] hours in any one week, except for individuals who are excluded under ORS 653.101 to 653.261 or under 29 U.S.C., Sections 201 to 209, from receiving overtime.

10. TIME LIMITATION ON CLAIM FOR OVERTIME

Any worker employed by Contractor shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with Contractor within ninety [90] days from the completion of the contract, providing Contractor has:

A. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work; and

B. Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

11. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

12. DEFAULT

City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of the contract:

A. If Contractor fails to provide services called for by this contract within the time or in
the manner specified herein, or any extension thereof; or

B. If Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten [10] days or such longer period as City may authorize.

Upon termination, City will pay Contractor for only the value to City of work actually performed. The rights and remedies of City provided in the above clause related to defaults (including breach of contracts) by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

13. OWNERSHIP OF WORK

All work products of Contractor, including background data, documentation and staff work that is preliminary to final reports, which result from this contract are the exclusive property of City. If this contract is terminated by either party or by default, City, in addition to any other rights provided by this contract, may require Contractor to transfer and deliver such partially completed reports or other documentation that Contractor has specifically developed or specifically acquired for the performance of this contract.

14. INDEMNITY AND HOLD HARMLESS

Contractor shall defend, indemnify and hold City, its officers, agents and employees, harmless against all liability, loss or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation.

15. INSURANCE

Contractor shall obtain, prior to the commencement of the contract, and shall maintain in full force and effect for the term of this contract, at Contractor's expense, an automobile liability insurance policy for the protection of Contractor and City, its officers, boards, commissions and employees. This policy shall be issued by a company authorized to do business in the state of Oregon, protecting Contractor or subcontractors or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other
losses or damages above mentioned in the combined single limit of $1,000,000 or the limit of public liability contained in ORS 30.260 to 30.300, whichever is greater. The insurance company shall provide City with an endorsement thereto naming City as an additional insured, providing that no acts on the part of the insured shall affect the coverage afforded to the above policy, and providing City will receive thirty [30] days' written notice of cancellation or material modification of the insurance contract.

Contractor will not perform any work under this contract until City has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force.

16. STANDARD OF WORK

Contractor will accomplish the work using a standard of performance and care that is currently accepted by other professionals engaged in similar work in the Portland metropolitan area.

17. TERMINATION

This contract may be terminated by mutual consent of the parties, or by City at any time by giving written notice to Contractor no later than fifteen [15] days before the termination date. Contractor shall be entitled to compensation for services performed up to the date of termination.

18. CONFIDENTIALITY

No reports, information and/or data given to or prepared or assembled by Contractor under this contract shall be made available to any individual or organization by Contractor without the prior written approval of City.

19. PUBLICATION RIGHTS / RIGHTS IN DATA

All publication rights in the product produced by Contractor in connection with the work provided for under this contract, whether in preliminary draft or final form, shall be vested in City.

Contractor shall not publish any of the results of the work without the prior written permission of City.
All original written material and other documentation, including background data, documentation and staff work that is preliminary to final reports, originated and prepared for City pursuant to this contract, shall become exclusively the property of City. The ideas, concepts, know-how or techniques relating to data processing development during the course of this contract by Contractor or City personnel, or jointly by Contractor and City personnel, can be used by either party in any way it may deem appropriate.

Material already in Contractor's possession, independently developed by Contractor outside the scope of this contract or rightfully obtained by Contractor from third parties, shall belong to Contractor. However, Contractor grants to City a non-exclusive, irrevocable and royalty-free license to use such material as it sees fit.

This contract shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to City pursuant to this contract in developing materials for others, except as provided in this section.

20. ACCESS TO RECORDS

Contractor agrees that City and its authorized representatives shall have access to the books, documents, papers and records of Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts.

21. ATTORNEY'S FEES

If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

22. COMPLIANCE WITH APPLICABLE LAW

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with:

A. Title VI of the Civil Rights Act of 1964;
B. Section V of the Rehabilitation Act of 1973;
C. The Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and
D. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

23. FOREIGN CONTRACTOR

If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this contract.

24. GOVERNING LAW; JURISDICTION; VENUE

This contract shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between City (and/or any other agency or department of the state of Oregon) and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusive within the Circuit Court of Clackamas County for the state of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by the signature below of its authorized representative, hereby consents to the in personam jurisdiction of said courts.

25. FORCE MAJEURE

Neither City nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, the reasonable control of City or Contractor. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

26. MERGER CLAUSE

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND
EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

27. EXECUTION AND COUNTERPARTS

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

CONTRACTOR

__________________________________________
(Name)

By: ________________________________

__________________________________________
Individual S.S.N. or Employer ID #: __________________________

Business Address

__________________________________________
City/State/Zip

Title: ________________________________

___________________________, 2020
Date

Check one:

☐ Sole Proprietor
☐ Partnership
☐ Corporation
☐ Governmental
☐ Non-Profit

Page 9. PROFESSIONAL SERVICES AGREEMENT
CITY OF SANDY

By: ______________________________
   Mike Walker
   Public Works Director
   City of Sandy
   39250 Pioneer Blvd.
   Sandy, OR  97055

______________________________, 2020
Date