



Request For Proposals  
for  
Professional Engineering Design Services  
for

# WASTEWATER COLLECTION SYSTEM CAPACITY IMPROVEMENTS

October 4, 2023, 1:00 PM

RFP No. S-679

Proposals Due: November 2, 2023, 3:00 P.M.

Direct Questions To: Sharon Darroux, PMP  
Engineering Manager  
Phone: (503) 366-8243  
Email: [sdarroux@sthelensoregon.gov](mailto:sdarroux@sthelensoregon.gov)

# Wastewater Collection System Capacity Improvements

## RFP No. S-679

### Table of Contents

---

RFP INVITATION	1
SECTION 1 PROJECT BACKGROUND	2
1.1 Introduction	2
1.2 St. Helens Wastewater Collection System	2
SECTION 2 SCOPE OF WORK	6
2.1 Scope of Work	6
2.2 Project Schedule and Budget	12
SECTION 3 PROCUREMENT PROCESS	13
3.1 RFP Issuing Office	13
3.2 RFP Single Point of Contact	13
3.3 Pre-Proposal Conference	13
3.4 Procurement Schedule	13
SECTION 4 CONSULTANT'S SPECIAL INSTRUCTIONS	14
4.1 Terms of Contract	14
4.2 Interpretations	14
4.3 Acceptance, Rejection, or Award of Proposals	14
4.4 Cost of Preparing Proposals	15
4.5 Changes to Solicitation by Addenda	15
4.6 Disputes	16
4.7 Modification of Withdrawal of Proposal	16
4.8 Proposal Ownership	16
4.9 Proposal Validity Period	17
4.10 Protests	17
SECTION 5 PROPOSAL SUBMISSION REQUIREMENTS	19
5.1 Proposal Format	19
5.2 Proposal Submittal	19
5.3 Transmittal Letter/Executive Summary (One page maximum)	20
5.4 Proposal Signature Page	20
5.5 Consultant Experience (Two pages maximum)	20
5.6 Project Team Experience (Four pages maximum)	20
5.7 Project Understanding & Approach (Six pages maximum)	21
5.8 Cost Management Approach (One page maximum)	22
5.9 Quality Management Approach (One page maximum)	22
5.10 Project Schedule (One page maximum)	22
5.11 Past Projects (One page per project)	23
5.12 Reference (One page maximum)	23

5.13	Price Proposal	23
SECTION 6 PROPOSAL EVALUATION AND SELECTION		24
6.1	Evaluation Process	24
6.2	Clarification of Proposals	24
6.3	Consultant Selection	24
6.4	Evaluation Criteria – Initial Review	25
6.5	Final Evaluation Criteria (Short-List Candidates)	26
SECTION 7 CONTRACT REQUIREMENTS		27
7.1	General Contract Requirements	27
7.2	Contract Payment Schedule	27
7.3	Insurance Coverage	27
SECTION 8 PROPOSAL SIGNATURE PAGE		1
SECTION 9 PERSONAL SERVICES AGREEMENT		2

# RFP Invitation

Request for Proposals  
City of St. Helens, Oregon  
Wastewater Collection System Capacity Improvements  
RFP No. S-679

The City of St. Helens, Oregon is seeking proposals from qualified and experienced consulting engineering firms with demonstrated experience in performing engineering and construction administration services related to wastewater collection system capacity improvements. The selected consulting firm will provide design services, assist with permitting, develop engineering plans, cost estimates, bid documents, construction documents, and provide bidding and construction administration services in support of the project.

The RFP will be available after 1:00 pm, Wednesday, October 4, 2023 and can be downloaded from the City's website at [www.sthelensoregon.gov/rfps](http://www.sthelensoregon.gov/rfps) or from the OregonBuys website at <https://oregonbuys.gov/bsi/view/login/login.xhtml>. For questions or clarifications regarding this RFP please contact Sharon Darroux, Engineering Manager, at (503) 366-8243 or [sdarroux@sthelensoregon.gov](mailto:sdarroux@sthelensoregon.gov).

Proposals shall be submitted in a sealed envelope plainly identifying "City of St. Helens Engineering Division, Wastewater Collection System Capacity Improvements, RFP No. S-679", and shall include the Consultant's Name and Address. Proposals shall be addressed to Mouhamad Zaher, Public Works Director, City of St. Helens, 265 Strand Street, St. Helens, OR 97051.

Proposals will be received at the City of St. Helens City Hall at 265 Strand St, St. Helens, Oregon 97051 until **3:00 pm, Thursday November 2, 2023**. Proposals received after the 3:00 pm deadline will not be opened, reviewed, or returned, except at proposer's expense. Faxed or electronic proposals will not be accepted. Responses to this RFP will be reviewed, scored, and ranked according to the criteria and process defined in this RFP. The Consultant selected for contract negotiations will be the firm selected as the most qualified through the RFP's evaluation process.

The City of St. Helens reserves the right to reject any response not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all responses in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

PUBLISHED: Daily Journal of Commerce, Wednesday, October 4, 2023

# SECTION 1 PROJECT BACKGROUND

---

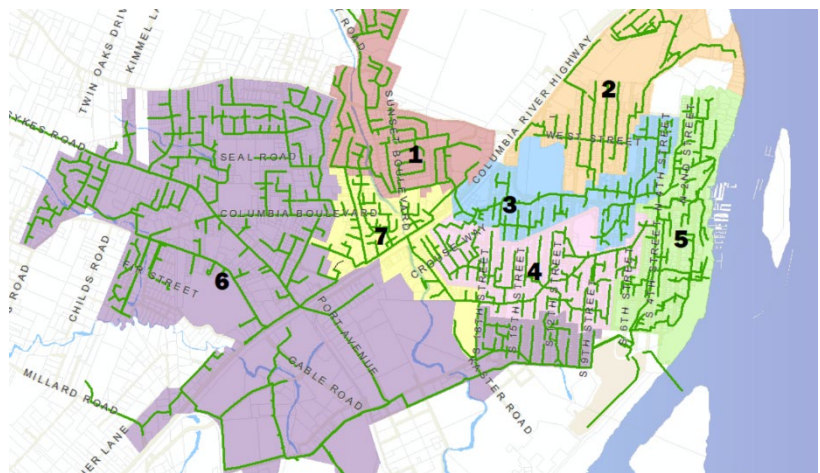
## 1.1 Introduction

St. Helens is the county seat of Columbia County, Oregon. Founded in 1845 as “Plymouth”, the City's name was changed to "St. Helens" in 1850 for its view of Mount St. Helens in Washington, which lies just 39 miles to the northeast. St. Helens is approximately 28 miles northwest of Portland and has a growing population of about 14,500. The City has a Council-Mayor form of government with five council members, including the mayor. The City Council has custodial responsibility for all City facilities, and directs the financing, maintenance, and operation of all City departments.

An update to the City’s Wastewater Master Plan (WWMP) was adopted in November 2021 and is the first complete study carried out on the City’s entire sanitary sewer collection system since 1989, when the population was 7,500. The study revealed the majority of the City’s public sewer system is undersized for the current flows observed and is inadequate to safely convey flows due to the increased flows from continuing population growth without the corresponding system upgrades and from continuing inflow and infiltration (I/I) into the sewer system, both of which greatly increases the risk of sanitary sewer overflows in the collection system.

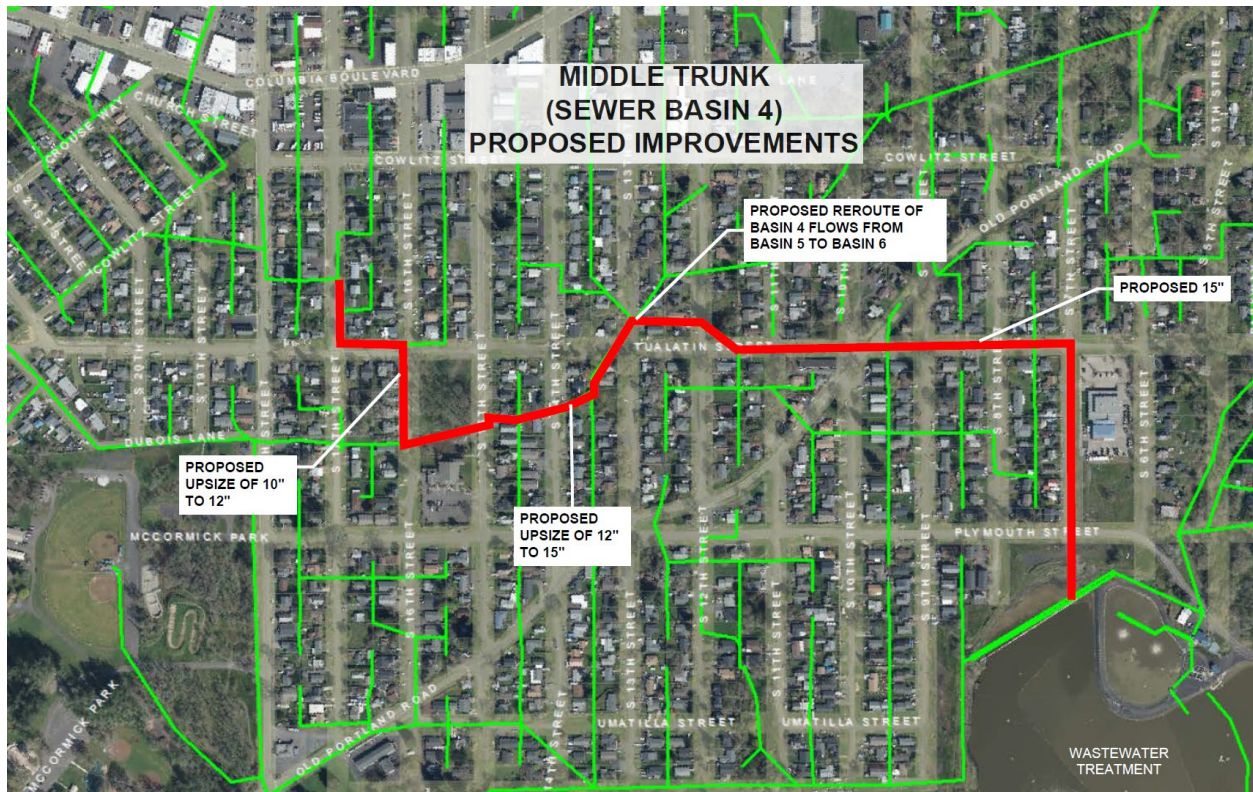
## 1.2 St. Helens Wastewater Collection System

The City of St. Helens owns and operates a wastewater collection system within its Urban Growth Boundary (UGB). The sanitary sewer collection system consists of over 60 miles of gravity and force mains ranging from 6-inches to 48-inches in diameter, 9 lift stations, and over 1,700 sanitary sewer manholes, vaults, and cleanouts. The City also collects and treats sewage flows from Columbia City to the north. All sewage flows are conveyed to the City's Wastewater Treatment Plant (WWTP) located on the southeast side of town near the bank of the Columbia River. The intent of the Wastewater Collection System Capacity Improvements project is to upsize sanitary sewer mains in the Middle Trunk (Sewer Basin 4), the Interceptor (Sewer Basin 5), and the South Trunk (Sewer Basin 6) which will be capable of conveying anticipated peak hour flows, and that will improve capacity, reduce Sanitary Sewer Overflows (SSOs), create system reliability and resiliency, and foster continued development in the UGB.





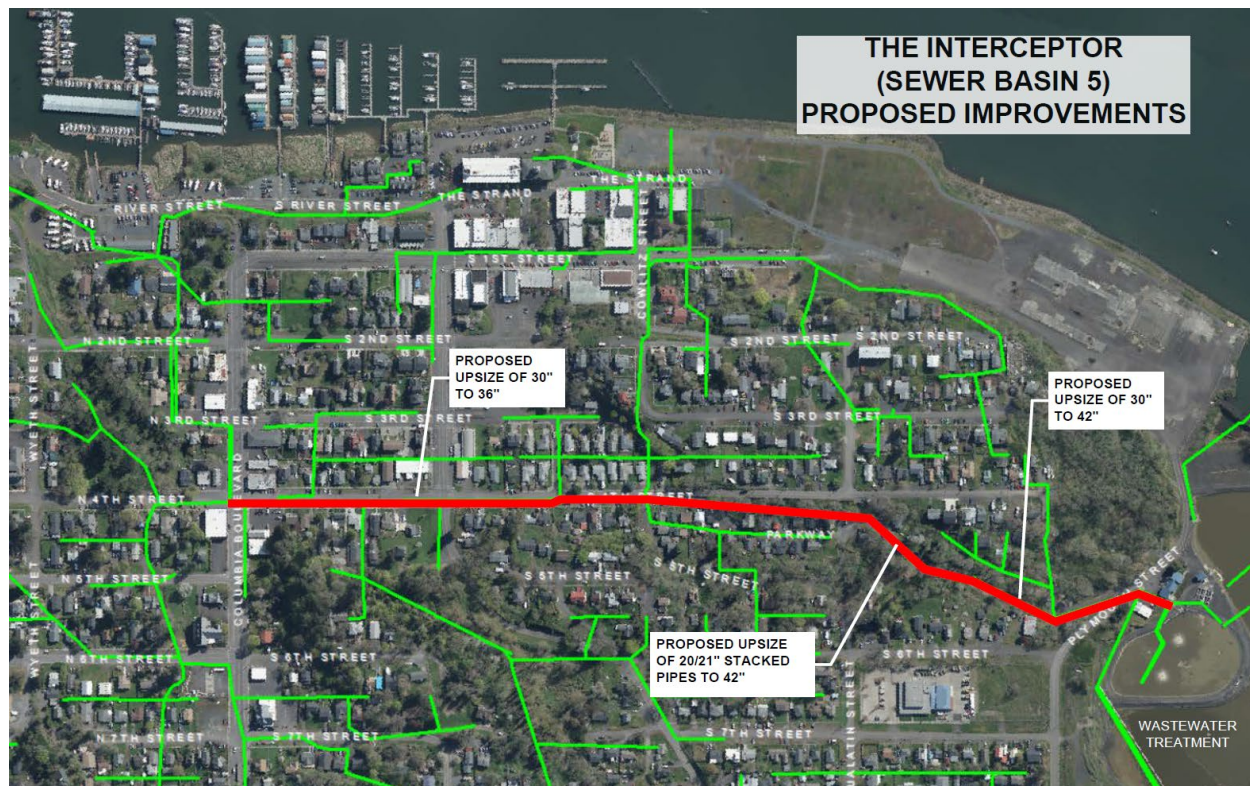
### 1.2.1 The Middle Trunk (Sanitary Sewer Basin 4)



The Middle Trunk has high I/I rates, has the largest concentration of potential overflow locations, and contributes to the surcharging in the Interceptor (Basin 5). By rerouting some of the flow away from the Interceptor, Basin 5 trunkline may experience reduced surcharging. It is recommended in the WWMP that improvements to the Middle Trunk be constructed prior to the upsizing the Basin 5 pipeline.

The current WWMP recommendations for the Middle Trunk are to upsize the pipeline in Basin 4 west of S 13th Street to a 12-inch pipeline and construct a new 15-inch trunkline that reroutes flow from S 13th Street (Manhole M13), along Tualatin Street and down S 7th Street to the South Trunk trunkline south of Plymouth Street (Manhole S1). The map above shows the proposed WWMP's improvements to Basin 4.

### 1.2.2 The Interceptor (Sanitary Sewer Basin 5)



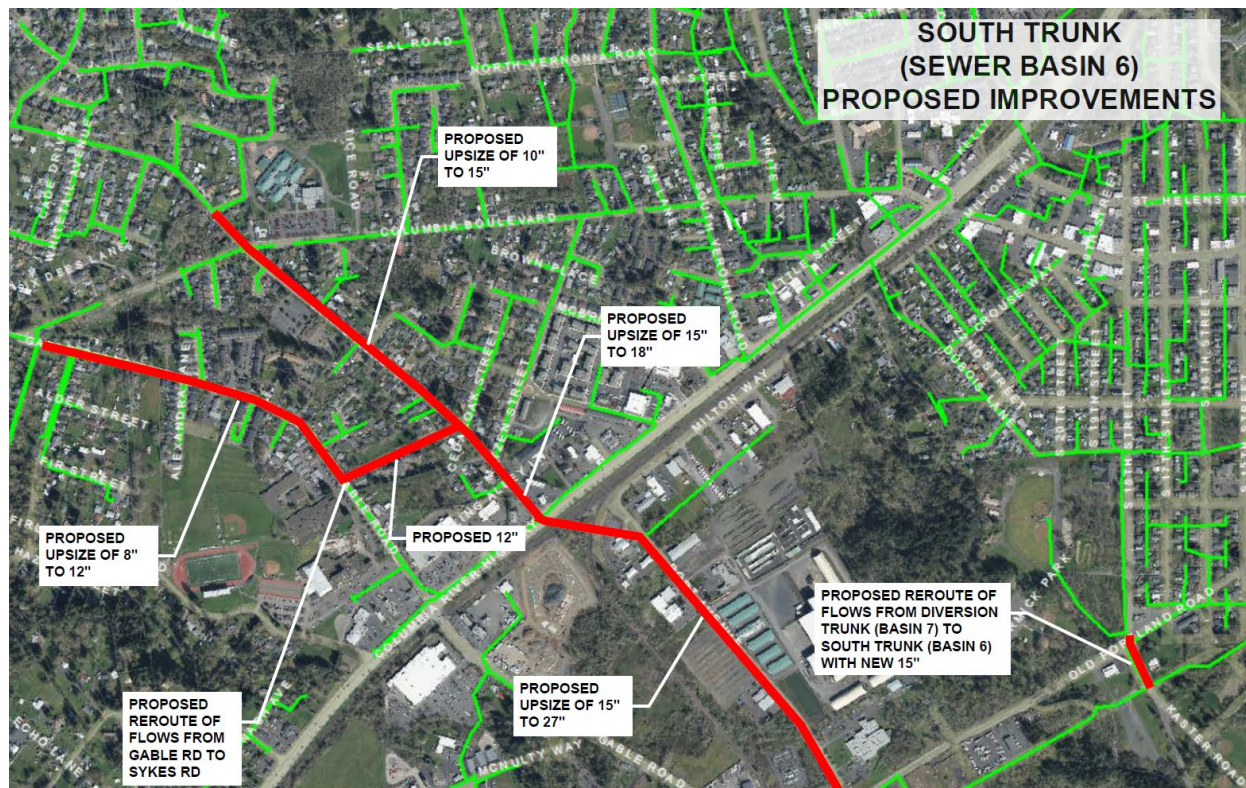
The Interceptor (also called Sewer Basin 5 or the “The Tunnel”), collects flows from four sewer basins before conveying flows to the WWTP.

The Interceptor sees significant surcharging and overflows and has some of the highest I/I in the collection system. Prior to construction of Basin 5 improvements, a model evaluation to analyze the impact of the Middle Trunk rerouting will be conducted. Based on the results of the modeling, it is possible that priorities for construction of improvements may shift. Basin 5 modeling will be performed under a separate contract.

The WWMP’s recommended Basin 5 improvements are to upsizing the trunkline north of the Middle trunk’s connection to the proposed 36-inch diameter pipeline and upsizing the remainder of the trunkline to 42-inches in diameter. The map above shows the WWMP’s recommended improvements to Basin 5.



### 1.2.3 The South Trunk (Sanitary Sewer Basin 6)



The South Trunk improvements will upsize the undersized sewer trunklines along Sykes Road, portions of Gable Road, across US Highway 30, Port Avenue, and Kaster Road at Old Portland Road. The maps above show the WWMP's recommended improvements to Basin 6.



## SECTION 2 SCOPE OF WORK

---

### 2.1 Scope of Work

This Scope of Work (SOW) is intended to be a general outline of the work and not an all-inclusive description of the professional and technical services that may be required to undertake and complete the Project.

The Consultant is expected to provide the services as described below as well as those within the scope of the master contract. The Consultant may expand upon these tasks as needed to prepare a complete proposal based on their experience. In addition, if there are tasks which the Consultant believes should be part of the SOW, these tasks shall be included as optional tasks in their proposed SOW.

Consultant shall provide preconstruction services during the design and permitting process, including constructability reviews, preliminary construction schedule and cost estimates in the development of contract documents including plan sheets and specifications for the capacity upgrades for Sanitary Sewer Basins 4, 5, and 6, bidding assistance and construction administration services.

#### TASK 1 – PROJECT MANAGEMENT AND COORDINATION

##### 1.1 Project Administration

- (a) Consultant shall act as manager of the Consultant's team, including any subconsultants. The Consultant shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and within budget and ensure timely completion of the Project.
- (b) Consultant shall designate a Project Manager to organize, direct, coordinate, monitor and manage the activities of the project with respect to budget, schedule, and contractual obligations. The consultant's Project Manager shall coordinate the Work with the City's Project Manager and will work closely with City staff, and other agencies and stakeholders, as appropriate.

##### 1.2 Kick-Off Meeting

- (a) Consultant shall initiate the project kickoff meeting, prepare an agenda for the kickoff, and invite the necessary attendees. The project kickoff meeting will be held in person at the City of St Helens City Hall.
- (b) Kickoff meeting will develop project goals, vision, objectives, and criteria. The meeting will outline project management approach,

identify roles and responsibilities, and confirm project scope and schedule. The Consultant shall prepare and distribute meeting minutes following kickoff.

### 1.3 Project Meetings

- (a) Consultant shall set up a schedule for regular project meetings between the Consultant and City personnel to review project progress, discuss project challenges and findings, conduct staff interviews, as needed, and review design progress.
- (b) Consultant shall lead design review workshops with the City following each milestone design submittal. Design workshops will be scheduled following review comments submitted by the City.
- (c) The purpose of project meetings will be to review major comments, discuss important design considerations, review the schedule, discuss permitting status, and set action items. In general, design review workshops are expected to take place virtually.
- (d) Consultant shall prepare all project related agendas and meeting minutes, and the supporting information. Meeting agendas shall be emailed to the City's Project Manager at least two (2) business days prior to a meeting. Meeting Minutes shall be provided at least three (3) business days following a meeting.
- (e) The City anticipates a minimum of one project meeting, video conference, and/or conference call per month.

### 1.4 Public Meetings

- (a) Consultant shall participate in public meetings, including one City Council Work Session Meeting and one public informational meeting. An estimated total of up to three public meetings for the project is anticipated.

### 1.5 Quality Assurance and Quality Control

- (a) In contracting for design services, The City seeks demonstrated design excellence and the highest quality of design on every project, together with the management skills necessary to complete the work within schedule and budget.
- (b) Consultant shall conduct internal Quality Assurance and Quality Control and follow-up with technical experts, as necessary, during the course of the project to maintain a high level of service.

(c) Commitment to design quality includes:

- (1) Completeness, accuracy, and integrity of contract documents assured by a thorough constructability quality assurance program. Documents must be comprehensive, clearly detailed and well-coordinated across trades;
- (2) Design must reflect a clear understanding of City facility operations, maintenance practices and project goals;
- (3) Design must reflect a cost-effective design approach incorporating life-cycle analysis in the selection of materials and systems;

1.6 Deliverables: Meeting agendas, presentation and review materials, project schedule updates, meeting minutes, Monthly Progress Reports with status report of work completed by sub-tasks for the invoice period with invoices.

## TASK 2 – PRELIMINARY ENGINEERING AND DESIGN PHASE

### 2.1 Data Collection and Review of Existing Collection System

(a) Consultant shall submit a Request for Information (RFI) for data that will assist in the preparation of the Work to the City's Project Manager. This will include, but not be limited to:

- Wastewater master plans and studies
- Sewer system maps, as-built drawings, construction drawings
- GIS base maps and sewer system files
- Flow monitoring and modeling data
- Pump station data
- O&M records for leaks, repairs, and replacement
- Current operational and maintenance procedures
- Topography maps

(b) Review and verify recommended sizing and alignment of sanitary sewer main, laterals, and structures.

(c) Coordinate with affected utilities

### 2.2 Environmental Compliance and Permitting

(a) Coordinate with applicable regulatory agencies, stakeholders, material and equipment suppliers, etc.



- (b) Consultant shall be responsible for preparing, submitting, and obtaining all required permits and environmental review documentation required by State, local, and jurisdictional agencies, including DEQ, needed to ensure this project is cleared for construction. Consultant shall follow Federal requirement since HUD requires a NEPA review and consultation with USFWS and NOAA/NMFS.
- (c) Consultant shall prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction.
- (d) Environmental and permitting documents shall be prepared in preliminary and final draft stages for City review and shall incorporate any comments made during the preliminary reviews.

## 2.3 Survey and Geotechnical

- (a) Conduct all field, topographic and control surveys, prepare all geotechnical studies and reports, and complete all design calculations. The consultant shall include in the Proposal the costs associated with obtaining a title report for affected properties, and include survey of property lines and easements.
- (b) All topographic survey, property lines, and easements shall be mapped and accurately provided in AutoCAD format for use during design.
- (c) The location or monumentation of any real property boundaries or easements required for construction shall be performed by or under the direct supervision of a Professional Land Surveyor registered in the State of Oregon.
- (d) There are no anticipated ROW or easement acquisition anticipated for this project; however, if ROW or easement acquisition is deemed necessary, Consultant is responsible for survey and drafting legal descriptions and exhibits required.
- (e) Conduct and prepare a complete geotechnical report necessary to complete the objectives of the Project, including but not limited to, locating, and performing testing borings and preparing boring logs at project sites.
- (f) Make recommendations regarding site and subgrade preparation, backfilling, and grading.

## 2.4 Project Documents

- (a) Consultant shall conduct a Target Value Design (TVD) Study for the project and present alternatives and findings to City at a TVD workshop with recommendations. The TVD workshop is expected to take place in person.
- (b) Consultant shall produce 30% conceptual plans, 60% intermediate plans, 90% final plans, and 100% PS&E submittal packages for City to review.
- (c) Perform preliminary engineering to support design and cost estimating.
- (d) Consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in 24"x36" size and shall be signed by the Engineer in responsible charge licensed in the State of Oregon.
- (e) Plans shall be drawn using AutoCAD 2023 or more recent version.

- 2.5 Deliverables: Request for Information, permitting schedule, Geotechnical Report, preliminary TVD alternatives, 30%, 60%, 90%, and 100% PS&E submittals in electronic (PDF, AutoCAD, Word and Excel) format, letter report summarizing review comments and the resolution of the review comments, final bid documents in electronic format.

## TASK 3 – BID SUPPORT PHASE

- 3.1 Consultant shall provide all engineering services necessary to prepare a bid package in accordance with the City's policies and procedures, including, but not limited to:
- (a) Preparing and distributing contract documents for permits, the bidding process, and construction.
  - (b) Reviewing Advertisement for Bid (City will prepare).
  - (c) Providing technical assistance and interpretation of the construction contract documents during the bid period.
  - (d) Preparing required addenda, if required, for distribution by the City, including answers to bidder's questions

- (e) Reviewing bids received for accuracy and compliance with the contract documents and preparing bid tabulations.
- (f) Making recommendation for award, subject to review and approval by the City Attorney

3.2 Deliverables: Bid documents, addenda, bid tabulations

## TASK 4 – CONSTRUCTION SUPPORT SERVICES

4.1 Consultant shall provide the following construction support services:

- (a) Attend pre-Construction Conference with the City, Construction Contractor, any applicable regulatory agencies, and affected utilities
- (b) Attend regularly scheduled construction meetings and prepare and distribute meeting minutes following meetings
- (c) Provide clarifications, as required, of construction documents and respond to contractor requests for information (RFI)
- (d) Assist in the preparation and negotiation of Change Orders as requested
- (e) Review and approve, as required, submittals, construction shop drawings, and plans
- (f) Be available to be called to project site in response to questions arising from the progress of the work.
- (g) Perform on-site construction inspection, monitoring and observation, as required. City will be responsible for day-to-day construction inspections
- (h) Participate in the final walk through of the constructed project and assist in the preparation of “punch list” items for the work
- (i) Prepare record drawings following construction from mark ups by the contractor and the resident engineer. Final as-builts shall be submitted as an electronic PDF, AutoCAD files, and on 24” x 36” opaque mylar.

4.2 Deliverables: Meeting agendas, minutes, RFIs, Submittal responses, inspection reports, and record drawings



## 2.2 Project Schedule and Budget

The City anticipates design starting in December 2023/January 2024 and construction starting in the late spring/early summer 2024. Proposed services shall be for a two-year term, with an option to extend contract in one-year increments.

Engineering design for the project is being funded by a Community Development Block Grant. Bidding and Construction phases is being funded by DEQ through a Clean Water State Revolving Funds (CWSRF).

## SECTION 3 PROCUREMENT PROCESS

---

### 3.1 RFP Issuing Office

The Engineering Division of the Public Works Department is the issuing office for the Request for Proposals for Professional Design Services Wastewater Collection System Capacity Improvements.

### 3.2 RFP Single Point of Contact

The Single Point of Contact (SPC) for the Wastewater Collection System Capacity Improvements RFP is Sharon Darroux, Engineering Manager. Consultants are to direct all questions and concerns to Sharon at (503) 366-8243 or [sdarroux@sthelensoregon.gov](mailto:sdarroux@sthelensoregon.gov).

### 3.3 Pre-Proposal Conference

There is no pre-proposal conference for this project.

### 3.4 Procurement Schedule

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a Consultant for Wastewater Collection System Capacity Improvements. This schedule is subject to change if it is in the City's best interest to do so.

▪ RFP Issued	October 4, 2023
▪ Deadline for Questions	October 23, 2023
▪ Last Addendum to be Issued	October 25, 2023
▪ <b>Proposals Due</b>	<b>November 2, 2023, 3:00 p.m.</b>
▪ Shortlist Notification	November 6, 2023
▪ Shortlist Interviews	November 9, 2023
▪ Deadline for Protest of Shortlist Notification	November 13, 2023
▪ Notice of Intent to Award	November 14, 2023
▪ Deadline for Protest of Award	November 21, 2023
▪ Award of Contract	December 6, 2023
▪ Anticipated Contract End Date	December 31, 2025

## SECTION 4 CONSULTANT'S SPECIAL INSTRUCTIONS

---

### 4.1 Terms of Contract

Preliminary Engineering and Design is anticipated to begin in December 2023. Contract end date is anticipated to be December 31, 2025, to be extended in one-year increments contingent on construction phase of the project.

### 4.2 Interpretations

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email to the person listed below. The deadline for submitting questions/clarifications is listed in the Procurement Schedule in Section 3.4.

Sharon Darroux, PMP  
Engineering Manager  
Email: [sdarroux@sthelensoregon.gov](mailto:sdarroux@sthelensoregon.gov)  
Phone: (503) 936-0813

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions will be compiled and collectively addressed by email to all Consultants prior to the deadline for receipt of proposals.

### 4.3 Acceptance, Rejection, or Award of Proposals

The City reserves the right to cancel the contract award for the Wastewater Collection System Capacity Improvements RFP at any time before the execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of contract award. The City reserves the right to:

- Accept or reject any or all proposals received as a result of this RFP.
- To negotiate contract terms with qualified Consultant.
- Take into consideration any or all information supplied by the Consultant in their proposal and the City's investigation into the experience and responsibility of the Consultant. In addition, the City may accept or reject proposals based on minor variations from the stated specifications, when such action is deemed to be in the City's best interest. Further, the City reserves the right to waive informalities in the submitted proposal.



- Award a contract to that Consultant the City determines to be the most responsible and responsive to this RFP. The successful Consultant shall commence work only after an agreement with the City is negotiated, a contract fully executed, and a notice to proceed has been issued.

The City reserves the right to reject any or all proposals received as a result of this Request for Proposals. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- Failure of Consultant to adhere to one or more of the provisions established in the Request for Proposals.
- Failure of Consultant to submit a Proposal in the format specified herein.
- Failure of Consultant to submit a Proposal within the time requirements established herein.
- Failure of Consultant 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 of the City that it is in the public interest to do so.

## **4.4 Cost of Preparing Proposals**

The City is not liable for any costs incurred by the Consultant in the preparation and/or presentation of their proposal nor for any cost incurred by a Consultant in protesting the City's selection decision.

## **4.5 Changes to Solicitation by Addenda**

The City reserves the right to make changes to the RFP by written addendum. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Consultants are advised to check the City's website regularly for addenda. Consultant may request a change in the RFP by submitting a written request via mail or email to the Project's Contact Person. The request must specify the provision of the RFP in question and contain an explanation of the requested change.

The City will evaluate any request submitted but reserves the right to determine whether to accept the requested change. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP.

Addenda will be issued on the City's website, <https://www.sthelensoregon.gov/rfps>, not later than seven (7) days prior to the RFP closing date. The City will not mail notice of addenda but shall publish notice of any addenda on the City's website. It is the responsibility of the Consultant to check the webpage for any posted addenda and ensure that their submitted proposal acknowledges all addenda.

Addenda shall have the same binding effect as though contained in the main body of the RFP. No verbal instructions or information concerning the scope of work shall bind the City. Consultants are responsible for obtaining all addenda prior to submitting proposal. Receipt of each addendum shall be acknowledged on the Proposal Signature Page as part of the proposal, see Section 8 – Proposal Signature Page.

## **4.6 Disputes**

In case of any doubt or differences of opinions as to the items or service 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.

## **4.7 Modification of Withdrawal of Proposal**

Prior to the time and date designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the City's Engineering Manager, at the proposal submittal location, prior to the time designated for receipt of proposals. Such notice shall be in writing. All such communications shall be so worded as not to reveal any material contents of the original proposal. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided they are then fully in conformance with these instructions to consultants.

## **4.8 Proposal Ownership**

All proposals submitted become and remain the property of the City and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.

Information submitted by consultants shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which a consultant requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the proposal the consultant requests exception from disclosure. Consultant shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City as a result of this RFP. Consultant should not mark the entire proposal document "Confidential."

Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations for competitive sealed proposals in the State of Oregon, the City shall make available to any person requesting information through the City's processes for disclosure of public records, any and all information submitted as a

result of this solicitation without obtaining permission from consultant to do so after the Notice of Intent to award has been released.

## 4.9 Proposal Validity Period

Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of proposals. The successful proposal shall not be subject to future price escalation or change of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

## 4.10 Protests

### 4.10.1 Protest of Solicitation

A Consultant or prospective Consultant who wishes to object or protest any aspect of this procurement shall comply with requirements of Oregon Administrative Rule: OAR 137-049- 0260 and must deliver a written protest to:

- Public Works Director, Mouhamad Zaher, at [mzaher@sthelensoregon.gov](mailto:mzaher@sthelensoregon.gov)
- **AND** Sharon Darroux, Engineering Manager, [sdarroux@sthelensoregon.gov](mailto:sdarroux@sthelensoregon.gov)

A protest may be submitted via email. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The City shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Consultants. Protests must be received at least seven (7) days before the proposal submission deadline. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. Protests can also be mailed to: City of St. Helens – Engineering Division, 265 Strand Street, St. Helens, OR 97051.

A protest shall be deemed to include only the documents timely delivered pursuant to this paragraph. It must clearly state all of the grounds for the protest and must include all arguments and evidence in support of the protest. Testimonial evidence may be submitted by affidavit. The City may investigate as it deems appropriate in reviewing the protest and will issue a written response to the protest.

The City may proceed with contract award, execution, and performance while a protest is pending. An issue that could have been raised via protest of the solicitation is not grounds for protest of an award.

#### **4.10.2 Protest Competitive Range**

An adversely affected or aggrieved Consultant may file a written protest of the City's decision to exclude the Consultant from competitive range by delivering the protest in the manner described above within seven (7) calendar dates of the date of issuance of the Consultant Shortlist Notification.

The protest must specify the grounds for protest of award as provided in OAR 137-049-0450(5), including that higher scoring proposals are ineligible for award because their proposals were non responsive or because the City made a substantial violation of a provision in the Solicitation Document or of an applicable Procurement stature or administrative rule, and the protesting Consultant was unfairly evaluated and would have , but for such substantial violation, been included the competitive range.

A Consultant is only adversely affected or aggrieved if the Consultant is eligible for inclusion in the competitive range.

#### **4.10.3 Protest of Award**

An adversely affected or aggrieved Consultant may file a written protest of the City's Notice of Intent by delivering the protest in the manner described in Section 2.6.1 within seven (7) calendar date of the date of issuance of the Notice of Intent to Award.

The protest must specify the grounds for protest of award as provided in OAR 137-049 0450(4), including that higher scoring proposals are ineligible for award because their proposals were non responsive or because the City made a substantial violation of a provision in the Solicitation Document or of an applicable Procurement stature or administrative rule, and the protesting Consultant was unfairly evaluated and would have, but for such substantial violation, been the Responsible Consultant offering the highest ranked Proposal.

A Consultant is only adversely affected or aggrieved if the Consultant is eligible for award and is not in line for the awards.

# SECTION 5 PROPOSAL SUBMISSION REQUIREMENTS

---

## 5.1 Proposal Format

Consultants are encouraged to provide clear, concise proposals that contain only information required to respond to the needs of this project. Proposals shall be type written with the body text consisting of a serif or sans serif font style. Font size shall be a minimum of 10-point. Proposals shall be double sided. All pages shall be 8 ½" x 11" size. 11" x 17" page size is acceptable for project schedule. Proposals shall not exceed 40 total pages, excluding the transmittal letter, index or table of contents, front and back covers, title pages, separation tabs, and appendices.

Proposals should be prepared simply and economically, providing a straightforward, concise presentation of the information requested. Fancy bindings, colored displays, promotional materials may be included; however, emphasis should be on completeness and clarity of content. To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

## 5.2 Proposal Submittal

Proposals must be received at City Hall by 3:00 p.m., Thursday, November 2, 2023. Consultant shall provide five (5) printed copies and one (1) electronic PDF copy on a flash drive of their proposal, sealed in an envelope plainly identifying Project Name, and the Consultant's Name and Address. Electronic copy must be in searchable PDF format as a single document. Proposals shall be addressed as follows:

**PROFESSIONAL DESIGN SERVICES FOR  
WASTEWATER COLLECTION SYSTEM CAPACITY IMPROVEMENTS  
RFP NO. S-679**

---

City of St. Helens  
265 Strand Street  
St. Helens, OR 97051  
ATTN: Mouhamad Zaher, Public Works Director

Proposals must arrive at the St. Helens City Hall Office on or before the time and date due. Consultants mailing proposals should allow for normal delivery time to ensure timely receipt. Electronic or faxed proposals will not be accepted. Proposals received after the RFP deadline will not be opened or reviewed.

The proposal must state that the Consultant is an Equal Opportunity Employer and will comply with all Federal, State, and local laws, rules, and regulations.

### 5.3 Transmittal Letter/Executive Summary (One page maximum)

Transmittal letter and executive summary shall include the name of the proposing firm and its principal business address and phone number where the relationship will be managed. The letter should address the firm's willingness and commitment, if selected, to provide the services offered and a description of why the Consultant believes it should be selected.

The letter should be addressed to the City's Public Works Director. Provide telephone and fax numbers, email addresses, and mailing addresses for Consultant's project contact/manager. A statement in the letter of interest shall specifically stipulate that the consultant accepts all terms and conditions contained in the RFP and the Personal Services Agreement.

The letter shall name the person(s) authorized to represent the consultant in any negotiations and the name of the person(s) authorized to sign any contract or agreement, which may result. The letter of interest must be signed by a legal representative of the firm or institution, authorized to bind the firm or institution in contractual matters.

### 5.4 Proposal Signature Page

Proposal shall include the Proposal Signature Page (Section 8). Proposals submitted without the Proposal Signature Page shall not be considered.

### 5.5 Consultant Experience (Two pages maximum)

Consultant shall describe the firm's and any key sub consultant's firm size, office locations, and relevant capabilities and resources in relation to this project. Only experience on completed projects should be included in this section. Section should include,

- Experience in the planning, design, and construction management of municipal wastewater systems, specially related to collection systems & interceptor sewer design, and permitting & regulatory compliance
- Experience developing long range critical path scheduling including design, permitting, bidding, and construction related activities.
- Similar projects with other government agencies
- Procedures and/or policies associated with work quality and cost control
- Management and organizational capabilities

### 5.6 Project Team Experience (Four pages maximum)

Consultant shall identify the team to be assigned to the project by name, including at a minimum the principal, project manager, key staff, and any key sub-consultants. Consultant shall describe the project team's qualifications and experience on completed projects



related to this specific project. Consultant shall explain the project team's expertise regarding all tasks associated with the scope of work. This section should include:

- Approximate number of people to be assigned to the project
- Extent of principal and project manager involvement
- Principal, project manager, key members, and sub-consultant's:
  - Experience in the planning, design, and construction management of municipal wastewater systems, specially related to collection systems & interceptor sewer design, and permitting & regulatory compliance
  - Experience developing long range critical path scheduling including design, permitting, bidding, and construction related activities
  - Key similar projects elements
  - Innovative concepts
  - Unique qualifications
  - Current assignments and location
- Roles and responsibilities of key staff on this project
- Percentage of time key staff will be devoted to this project for the duration of the project, based on a 40-hour work week

Consultant may submit individual resumes of key staff for this project. Individual resumes are considered an attachment to the Proposal and are not subject to the page limitations of this section.

## **5.7 Project Understanding & Approach (Six pages maximum)**

Consultant shall demonstrate their preliminary understanding of the project by providing a clear and concise description of the project and major issues. Consultant shall clearly define their approach to the project, tasks, and activities necessary to meet the objectives outlined in the Scope of Work. At a minimum, this section should:

- Identify understanding of key issues and challenges for both the design and construction of the project.
- Describe approach to addressing key issues and challenges identified in the RFP.
- Provide approach to meeting the City's project goals identified in the RFP.
- Describe the tasks and activities and the methodology that will be used to accomplish them, and which team members will work on each task.

- Describe the tools your team will maintain to effectively manage the project. Provide process for making and documenting decisions.
- Describe internal procedures and/or policies associated or related to work quality and cost control.
- Describe management and organizational capabilities to ensure staffing availability to meet schedule.
- Description of the products that would result from each task and activity
- Identification of points of input and review with staff
- Estimated time frame to complete each task

Consultants are invited to suggest additional (optional) work tasks that could be performed in conjunction with or subsequent to the Scope of Work in Section 2.1. Such tasks are to be described as optional and the benefits of performing such tasks shall be described. Optional tasks will not be included in the initial short list selection but may be considered by the City for relevancy during final consultant selection process.

## **5.8 Cost Management Approach (One page maximum)**

Provide details on cost management approach and methodology for the project, including describing the Consultant's process and milestones for evaluating the budget, design alternatives, risk assessment and mitigation, target value engineering, and life cycle costs.

## **5.9 Quality Management Approach (One page maximum)**

Consultant shall provide details on their quality control and assurance approach and methodology for the project that will comply with the relevant standards and codes, minimize the risks of costly errors, omissions, and change, and reduce waste, rework, and delays in the project while optimizing resources and costs.

Consultant shall describe policies, processes, and procedures to detect and eliminate any defects, errors, or omissions from design to ensure the quality of the project, reduce waste, rework, and delays in the project while optimizing resources and costs.

## **5.10 Project Schedule (One page maximum)**

Describe the process and schedule for design milestones, permitting, procurement, construction, startup, and closeout processes including City involvement in design

decisions and community engagement. Identify key tasks and milestone dates and their associated duration. The maximum paper size for the project schedule shall be 11"x17".

## **5.11 Past Projects (One page per project)**

Consultant shall provide project descriptions of up to five completed projects. Consultant its role on the project, shall list the firm(s) and project team member(s) that worked on the listed projects. Each project description shall include the date of work, contract value, location, key project elements, and project contact.

## **5.12 Reference (One page maximum)**

Consultant shall include references for each of the Past Projects submitted. List contact name, title, agency, phone number, e-mail address, and mailing address. Consultant shall verify that reference contact information is accurate and up to date.

## **5.13 Price Proposal**

Price proposal shall not be submitted as part of the proposal but shall be submitted only when requested by the City. Price proposals shall be requested only of these proposers who have been short-listed by the proposal selection committee during the initial evaluation, pursuant to ORS 279C.110(5).

When requested, the Consultant shall submit a detailed price proposal to the City within three (3) business days of the date of the City's request. The City may disqualify a Proposer for a late submission of the Price Information.

Price proposal shall include,

- A schedule of hourly rates that the Proposer will charge for the work of each individual or each labor classification that will perform the professional services required for Project, in the form of an offer that is irrevocable for not less than ninety (90) days after the date of the proposal
- A reasonable estimate of hours that Proposer will require to perform the Project's professional services
- For each activity described in the Scope of Work, the Price Proposal must include identifiable costs, time estimates for completing each activity, and a summary of all proposed costs
- A list of each individual or labor classification that will perform each Project task, together with the hourly rate that applies to the individual or labor classification
- A list of expenses, including travel expenses, that the Proposer expects to incur in connection with completing Project's professional service. Include separate line items for personnel, travel, supplies, other costs, and administrative and overhead charges

## SECTION 6 PROPOSAL EVALUATION AND SELECTION

---

### 6.1 Evaluation Process

The City intends to select a Consultant who is fully qualified and has assembled a project team that can provide satisfactory service. The City will be the sole judge of whether a Consultant is considered to be fully qualified for the purpose of this RFP and will determine if the proposals are complete and meet the requirements as described in this RFP.

A selection committee assembled by the City will review and evaluate submitted proposals meeting the mandatory requirements of this RFP.

The first review of proposals will be evaluated in accordance with the evaluation criteria set forth in Section 6.4. A short list of up to three qualified candidates will be compiled.

Short-listed candidates will be asked to submit Price Proposals per Section 5.13 and may be asked to make a presentation of their proposal in person to the proposal selection team. Short-list candidates will be evaluated and reviewed by the evaluation criteria set forth in Section 6.5.

### 6.2 Clarification of Proposals

The City reserves the right to obtain clarification of any point regarding a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

### 6.3 Consultant Selection

Following the selection committee's final determination of the highest scoring Proposer, the City will issue a Notice of Intent to Award and begin contract negotiations. The City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears an agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue, in the same manner, with remaining proposers until an agreement is reached.

## 6.4 Evaluation Criteria – Initial Review

The criteria listed below will be used to evaluate proposals and determine the short list of candidates. The Selection Review Committee will rate each proposal as follows,

Criteria	Maximum Points
Transmittal Letter/Executive Summary	Pass/Fail
Proposal Signature Page (Section 8)	Pass/Fail
Consultant and Project Team Qualifications and Quality of Relevant Experience and Expertise of the Project Team Assigned to the Project	25 Points
Project Understanding and Approach	25 Points
Cost Management and Approach	20 points
Quality Management Approach	15 Points
Capacity of the Consultant to Commit Sufficient Resources to the Project	10 Points
Project Schedule	5 Points
Maximum Total Evaluation Points	100 Points

## 6.5 Final Evaluation Criteria (Short-List Candidates)

The criteria listed below will be used to evaluate proposals of short list of candidates. The Selection Review Committee will rate each proposal as follows,

Criteria	Maximum Points
Transmittal Letter/Executive Summary	Pass/Fail
Proposal Signature Page (Section 8)	Pass/Fail
Consultant and Project Team Qualifications and Quality of Relevant Experience and Expertise of the Project Team Assigned to the Project	25 Points
Project Understanding and Approach	25 Points
Cost Management Approach	20 points
Quality Management Approach	15 Points
Capacity of the Consultant to Commit Sufficient Resources to the Project	10 Points
Project Schedule	5 Points
Fee and Rate Proposal	25 Points
Short-List Interview	25 Points
Maximum Total Evaluation Points	150 Points



## Section 7      Contract Requirements

---

### 7.1    General Contract Requirements

The successful Consultant will execute a Personal Services Contract with the City which shall incorporate the Contract with Attachments and Exhibits, the Scope of Work, a list of tasks, a work schedule, price proposal, CDBG Federal Contract Clause, and certificates of insurance.

The City will issue the Notice to Proceed after the execution of the Contract.

The Contract shall not be assigned in part or in total and the Consultant shall be solely responsible for the work of sub-consultants.

The successful Consultant will be required to obtain a City of St. Helens business license.

### 7.2    Contract Payment Schedule

Payment for work will be made monthly upon receipt of Consultant's billing statement, consistent with City procedures. Each statement must include a summary of progress made through the date of the billing and shall be submitted to the Project Manager. Monthly payments will be based on the costs incurred as summarized in the progress report.

### 7.3    Insurance Coverage

The selected Consultant will be required to provide Errors and Omissions, Professional Liability Insurance, Worker's Compensation, General Liability, and Automobile insurance as required for compliance with the City's minimum standards for personal services contracts. The Consultant shall include the City, its' officers, agents, and employees as additionally insured on insurance policies issued for this project or shall furnish an additional insured endorsement naming the same as an additional insured to the Consultant's existing public liability and property damage insurance.

Before the Contract is executed, the Consultant shall furnish to the City a certificate of insurance which is to be in force and applicable to the project.

## Section 8      Proposal Signature Page

---

The undersigned hereby submits this proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Personal Services Contract, and associated inclusions and references, specifications, Proposal Form, Consultant response, mutually agreed clarifications, exceptions which are acceptable to the City, and all other Consultant submittals.

The undersigned hereby certifies and represents that the Consultant:

- has examined and is thoroughly familiar with the Request for Proposal
- has examined and is thoroughly familiar with the Personal Services Contract, and agrees to accept the contract terms, and execute such contract upon award
- understands that the City reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the City
- understands that all information included in, attached to, or required by this RFP shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

### Receipt of Addenda

Consultant acknowledges that ADDENDA NUMBERED \_\_\_\_\_ THROUGH \_\_\_\_\_ have been reviewed as part of the Request for Proposal.

### Signature

The Consultant hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

---

FIRM NAME

---

CONTACT PERSON NAME/TITLE

---

MAILING ADDRESS, CITY, STATE, AND ZIP CODE

---

FIRM TELEPHONE NUMBER

---

CONTACT PERSON TELEPHONE

---

CONTACT PERSON EMAIL ADDRESS

---

PRINT NAME AND TITLE OF FIRM'S AUTHORIZED  
REPRESENTATIVE

---

SIGNATURE OF FIRM'S AUTHORIZED  
REPRESENTATIVE

---

DATE

## Section 9      Personal Services Agreement

---

This PERSONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the **City of St. Helens** (the "City"), an Oregon municipal corporation, and \_\_\_\_\_ ("Contractor").

### RECITALS

- A. The City is in need of personal services for \_\_\_\_\_, and Contractor represents that it is qualified and prepared to provide such services.
- B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

### AGREEMENT

**1. Engagement.** The City hereby engages Contractor to provide services ("Services") related to \_\_\_\_\_, and Contractor accepts such engagement. The principal contact for Contractor shall be \_\_\_\_\_, phone \_\_\_\_\_.

**2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference, and Exhibit 1 for General Engineering Consultant Services.

**3. Term.** Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on \_\_\_\_\_. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

**4. Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.

**5. Payment.**

**5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

**5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

**5.3** The City may suspend or withhold payments if Contractor fails to comply with any requirement of this Agreement.

**5.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

**5.5** Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

**6. Document Ownership.** Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

**7. Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**CITY:** City of St. Helens  
Attn: City Administrator  
265 Strand Street  
St. Helens OR 97051

**CONTRACTOR:** \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

**8. Standard of Care.** Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

**9. Insurance.**

**9.1** At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

**9.2** All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

**9.3** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.

**9.4** At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

**9.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

**10. Termination.**

**10.1 Termination for Cause.** City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

**10.1.1** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

**10.1.2** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

**10.1.3** If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

**10.1.4** If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

**10.1.5** If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

**10.2** Breach of Agreement

**10.2.1** Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

**10.2.2** If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

**10.2.3** Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

**10.2.4** In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

**10.3** Termination for Convenience. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

**11. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

**12. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

**13. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

**14. Indemnification.**

**14.1** Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

**14.2** Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

**14.3** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

**15. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon.

**16. Compliance with Law.**

**16.1** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**16.2** Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

**16.3** Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

**16.4** Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

**16.5** Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.



**16.6** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

**16.7** If the Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

**16.8** Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the 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.

**16.9** No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

**16.9.1** Either:

**16.9.1.1** For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

**16.9.1.2** For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

**16.9.2** For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

**16.9.3** Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

**16.10** The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

**16.11** All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

**16.12** All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

**16.13** Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

**16.14** Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (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, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**16.15** The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

**16.16** If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

**16.17** If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

**16.18** Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

**16.19** Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**16.20** Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

**16.21** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

**16.22** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

**16.23** Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

**17. Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

**18. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**19. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

**20. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

**21. Mediation/Dispute Resolution**

**21.1** Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

**22. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

**23. Records, Inspection and Audit by the City.**

**23.1** Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

**23.2** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

**23.3** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

**23.4** This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

**24. Force Majeure.** Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

**26. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

**IN WITNESS WHEREOF,** the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

**CITY:**

**CONTRACTOR:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney

## Exhibit 1 General Engineering Consulting Services

---

The following Exhibit for General Engineering Consulting Services is hereby incorporated into this Personal Services Agreement:

### ARTICLE 1 GENERAL TERMS AND CONDITIONS

1. Engineer recognizes the relationship of mutual trust and confidence established between it and the City by this Agreement, and agrees to furnish at all times an adequate supply of personnel to perform the services in the best and most expeditious and economical manner consistent with the interests of the City, it being specifically understood that Engineer shall perform all services required to be performed hereunder in accordance with, as applicable, generally accepted engineering or architectural standards of care and practices for similar projects.
2. Engineer shall exercise a high degree of care, diligence, skill and judgment in the rendering of all services under this Agreement which shall be no less than that exercised by engineers of similar reputation performing work for projects of a size, scope and complexity similar to this Project.
3. Engineer shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services it furnishes, as well as of any subconsultants, and by any principal, officer, employee and agents of it or any subconsultant.
4. Engineer shall not employ any subconsultant or subcontractor without the City's approval, in its sole discretion. Engineer shall bind each and every approved subconsultant to the terms stated herein and shall require the proper qualification of any such subconsultant. Engineer hereby affirms that it shall be responsible for the acts, errors and omissions of its subconsultants and shall fully indemnify, defend and save harmless the City, its agents and employees from any and all claims, judgments, losses, damages and expenses by third parties which may arise on account of the acts, errors or omissions of services rendered by Engineer's subconsultants. Engineer shall furnish a copy of this Agreement to any such subconsultant. No subconsultant shall have any rights as against the City.

### ARTICLE 2 BASIC SERVICES

1. Engineer shall utilize Target Value Design throughout the design process to ensure design decisions are made within the context of cost and value to the City.
2. Engineer and City shall jointly establish a written schedule for performance of Engineer's services for the Project prior to the start of Work. The schedule shall be in form and level of detail as required by City. Engineer shall routinely reevaluate the established schedule and

promptly notify the City in writing of any actual or anticipated deviation of Engineer's services from the schedule. Any adjustments to the established time schedule shall be allowed only when approved in writing by the City. Engineer shall provide revised time schedules when so approved.

### ARTICLE 3 PRELIMINARY ENGINEERING

1. Preliminary Engineering phase may include review and validation of previous engineering, documents, concept development, alternatives analysis, and site reconnaissance to support preliminary engineering efforts, as further specified in the Scope of Work. Preliminary Engineering may also include initiation of research, studies, and alternatives analysis deemed necessary to support concept design as detailed in the Scope of Work.
2. The Engineer shall schedule and conduct meetings with the City and any other necessary individuals or entities to discuss and review the Scope of Work to establish Engineer's preliminary evaluation of the Project and to provide any and all preliminary engineering required to design the Project, as detailed in the Scope of Work, to be necessary to complete preliminary engineering for the Project. The Engineer shall not complete any technical analysis or evaluation without written approval from the City unless such analysis or evaluation is specifically authorized in the Scope of Work.
3. Preliminary Engineering shall result in a written report from the Engineer to the City for review.
4. The City will review the Engineer's written report and, if acceptable, provide the Engineer with written consent to proceed. If the City does not provide written consent to proceed, the Engineer shall continue Preliminary Engineering unless otherwise directed by the City. The consent to proceed may include the City's direction on what documents the Engineer will prepare in the Construction Document Development phase. The consent to proceed will not be understood to modify the Scope of Work unless the City and the Engineer execute a Change Order or the City issues a Change Directive specifically identifying the change to the Scope of Work.

### ARTICLE 4 CONSTRUCTION DOCUMENTS

1. Development and review of the Construction Documents including drawings, specifications and any required supplementals may include, pursuant to the written direction of the City:
  - (a) Site plans, studies, plan alignments and profiles, utility plans, gradings plans, demolition plans and details as requested;

- (b) 30%, 60%, 90%, and/or 100% PS&E documents; Updated schedule, including proposed design milestones; dates for receiving additional information from, or for work to be completed by, the City; and dates of periodic design review sessions with the City;
  - (c) Outline specifications or sufficient drawing notes describing construction materials; and
  - (d) Comprehensive written estimate of the cost to design and construct the Project based upon the current Design Development documents. Such written estimates must be submitted with the respective Design Development documents.
2. Construction Documents must establish the quality levels of materials required, and must be consistent with the project documents, including but not limited to the Scope of Work, and Preliminary Engineering, unless otherwise disclosed in writing, and must include all items necessary for the proper execution and completion of the Work and reasonably inferable from the project documents, including but not limited to the Scope of Work, as being necessary to produce the indicated results.
  3. Before completion of the Construction Documents for the Work, the City and the Engineer will perform an internal review of the Construction Documents, particularly in regard to critical issues relating to scope, quality, and budget. The Engineer shall deliver to the City three hard copies, including full-sized plan drawings, and one electronic PDF copy, of the Construction Documents for the Work.
  4. Engineer shall prepare and submit to the City for review a list of required Contractor submittals, including material and shop drawings and equipment submittals, that Engineer recommends be included in the Construction Contract.
  5. Engineer shall propose and prepare bid alternates to provide reasonable assurance that the City will be able to award a construction contract that does not exceed the project budget. Work and items approved by the City shall be included in the bid alternate category. The number of alternates shall be kept to a minimum.

## ARTICLE 5 BIDDING PHASE

1. In preparing the Construction Documents, the Engineer shall, in consultation with the City, prepare the necessary bidding information and bidding forms. The City shall provide the contract which shall include the City's General Conditions, with Amendments, Special Conditions, and standard forms. The Engineer shall ensure that the subsequent divisions of the Construction Documents are consistent therewith.
2. Engineer shall attend pre-bid conference, prepare addenda for distribution, prepare tabulation of bidders, attend the bid opening, and generally assist the City in managing the bid process as requested.
3. Engineer shall participate with The City in evaluation of the bids.



## ARTICLE 6 CONSTRUCTION PHASE

1. Engineer's responsibility to provide services for the Construction Phase shall commence upon award of the Construction Contract.
2. Engineer shall attend the preconstruction meeting, prepare and distribute meeting agenda, as requested, and generally assist the City at the preconstruction meeting.
3. Engineer shall, in consultation with the City, provide administration of the Construction Contract as set forth below and in the Agreement. In administering the Construction Contract, Engineer shall, among other services:
  - (a) Issue instructions to Contractor with such reasonable promptness so as not to cause a delay in the work after appropriate consultation with the City's representative.
  - (b) Render interpretations of the requirements of the Contract Documents necessary for the proper execution or progress of the Work with such reasonable promptness so as not to cause a delay in the Work.
  - (c) Provide to the City copies of all written communications of any kind or nature whatsoever that Engineer provides to Contractor. Such copies shall be provided to the City at the same time such communication is provided to Contractor.
  - (d) Review, approve or otherwise take appropriate action upon Contractor's submittals, including field questions, shop drawings and submittals of materials, equipment, tests and inspections. Engineer's action shall be taken with such reasonable promptness so as to cause no delay in the Work.
  - (e) Prepare necessary documents for changes in the Work including revision drawings, cost estimates and reasons for change, and secure, analyze, and recommend disposition of proposals from Contractor for changes in the Work. Review of Contractor's proposals shall be written and include a detailed analysis of Contractor's cost breakdown and a recommendation thereon.
  - (f) Work with the City and Contractor to ensure that all costs for construction work required by all authorized changes to the Construction Contract and all schedule of value costs reported on the Contractor's Applications for Payment accurately reflect the Work, and that Engineer will incorporate all such costs into a design tracking cost model.
  - (g) Visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents.

- (h) Participate in Project progress meetings, and require Engineer's major subconsultants to do likewise, as applicable. Engineer shall require its other subconsultants to conduct site observations, as required, to adequately observe the Work they designed and attend progress meetings as mutually agreed by the City and Engineer.
- (i) Engineer shall keep project meeting minutes and shall submit to the City site observation reports for each site visit. Project meeting minutes and observation reports shall be transmitted to the City and Contractor. Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and except as otherwise provided in this Agreement, shall not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents.
- (j) Engineer shall at all times endeavor to discover and guard the City against defects and deficiencies in the Work of Contractor, but it is understood that Engineer does not guarantee the performance of Contractor. Engineer shall promptly advise the City of Work which does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, Engineer shall advise the City of the need for special inspection or testing of any Work. Engineer may authorize, subject to the prior approval of the City, such special testing or inspection in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed. If requested by the City, Engineer shall review billings submitted to The City by the special inspection and testing services.
- (k) Engineer shall have authority to reject Work which does not conform to the Contract Documents. Engineer shall advise City's Representative that work should be stopped when such stoppage may, in Engineer's reasonable opinion, be necessary to ensure the proper execution of the Work.

## ARTICLE 7 ENGINEER'S ESTIMATES OF CONSTRUCTION COSTS

1. Engineer does not guarantee any estimate of the construction cost prepared by the Engineer nor assume responsibility for predicting cost fluctuations due to economic or market conditions or a shortage of bidders on the Project; however, cost estimates shall represent the Engineer's best judgment as a design professional familiar with the construction industry, of the cost.
2. Engineer's estimates at each phase shall correlate with the plans and specifications and shall have sufficient detail and clarity required for the City's review. A review by the City shall not relieve Engineer of any responsibility for the completeness, quality, and accuracy of the estimates.

## ARTICLE 8 QUALITY ASSURANCE

1. Engineer shall provide in writing to the City for review and approval, a program controlling quality assurance activities. Quality Assurance ("QA") shall encompass all planned and systematic activities necessary to ensure that the Project will perform as intended in service, meet the program requirements, and comply with terms of this Agreement. As a minimum, the QA program shall meet the following requirements:
  - (a) Engineer's QA program shall cover activities affecting quality performed by Engineer for the City. Engineer shall include in all subconsultants' contracts the QA requirements defined herein. The QA program shall be implemented upon the issuance of Authorization to Proceed and continue for the duration of activities covered by this program.
  - (b) Engineer shall submit one electronic PDF copy of Engineer's QA program for the City's review and approval before or concurrent with the first monthly request for payment.
  - (c) Engineer shall provide the City access to activities and records affecting quality for the purpose of audits to confirm implementation of the QA program for the Work. Engineer shall maintain QA records identifiable, legible, and retrievable for the duration of the Project. QA records will be turned over to the City upon completion of the Work.
  - (d) All elements of the plans, specifications, reports, studies, and estimates shall be checked by the Engineer and such checks shall be made by persons other than those preparing the materials and by professional personnel trained in that specific discipline with the intent to:
    - i. Determine the completeness and accuracy of the product delivered by the Engineer.
    - ii. Avoid change orders to construction contracts which are caused by conflicts, ambiguities, inaccuracies, errors, omissions, and deficiencies in and between the construction plans and specifications.
  - (e) Engineer's QA program shall include at least the following activities:
    - i. Specific methodology that will be used to cross-check plans and specifications of the various disciplines to one another and for completeness and accuracy
    - ii. Checklist of items that will be researched during the on-site investigation
    - iii. Maintenance of an "Exception to Project Requirements List" which shall include all items that are at variance with the project requirements including the City's Design Standards.

- iv. A system for tracking and documenting all changes to the Project.
- 2. The City shall not be billed for nor shall pay for any revisions to plans and specifications that could have been reasonably been anticipated or discovered due to design errors or omissions in the project documents, or due to negligence or lack of attention to detail originating from poor design or field work.
- 3. Engineer shall, without additional compensation, promptly correct and revise any errors or deficiencies in any reports, design, drawings, specifications, and other services, or in any portion of any services performed or service provided hereunder and for any portion of any work performed or service provided by any of the Engineer's subconsultants which deviate from the standard of care set forth in this Exhibit. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials.

## Attachment A Scope of Work

---

[TBD]

## Attachment B Insurance Requirements

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
<b>Professional Liability</b>	Per occurrence  Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:  
City Administrator  
City of St. Helens  
265 Strand Street  
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Agreement have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Agreement. Such certificates and/or binders must be delivered prior to commencement of the Services.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement.

## Attachment C Terms of Compensation

---

[TBD]



## Required Federal Contract Clauses

Use for **Non-Construction Contracts** Where the Grant Award **Exceeds \$100,000**

### 1. Source of Funds

"Work under this contract will be funded Choose an item. with federal grant funds from the Oregon Community Development Block Grant program."

### 2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

### 3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is \$10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit Exhibit 5B "Minority, Women and Emerging Small Business Activity Report".

### 5. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

### **Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor) \_\_\_\_\_

Title/Firm \_\_\_\_\_

Date \_\_\_\_\_