

REQUEST FOR QUALIFICATIONS (RFQ)
for
CITY ENGINEERING SERVICES



CITY OF GRANTS PASS, OREGON

Responses Due: December 7, 2022

RFQ City Engineering Services
Attn: Karen Frerk, City Recorder
101 NW A Street
Grants Pass, Oregon 97526

CONTACT:

Wade Elliott, Assistant Public Works
541.450.6110

welliott@grantspassoregon.gov

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SECTION 1 – INTRODUCTION

About the City of Grants Pass

The City of Grants Pass is a municipal governmental entity providing a full range of services, including police and fire protection; land use planning; sewer services; water services; stormwater services; construction and maintenance of streets, and infrastructure; recreational activities, and cultural events. Grants Pass is in the “Sun Belt” of Southern Oregon astride the banks of the Rogue River, one of America’s premier white-water rivers. Nestled among a series of mountains giving the valley a scenic backdrop, Grants Pass is situated in Southwestern Oregon on Interstate 5. With a current estimated population of 39,475, it is the county seat of Josephine County and serves as the major commercial center for the county population of more than 88,728.

The objective of requesting proposals is for the City to contract with a firm that can offer services at the highest quality of service at a cost representing the best value to the City. More information about the City is available at www.grantspassoregon.gov.

General Information

The City of Grants Pass (City) desires to select an engineering firm to enter into a renewable five-year Master Services Agreement (MSA) to provide engineering services primarily to the City’s Parks, Community Development, and Public Works Departments. Anticipated services include the review of land-use applications and construction documents associated with commercial, industrial, and residential developments. The selected Consultant’s services may also include the planning, designing, contract administration, construction management of parks, streets, stormwater, water, wastewater, and landfill related capital improvement projects. The selected Consultant’s services may also include the supervision and management of the City’s Engineering Department staff with regards to providing the consulting services stated in this RFQ.

Under the MSA, the City will negotiate individual task orders for any of the potential services listed above or any additional projects which may come about. Each individual task order will include specific scope, schedule, and price for work.

The City’s selection process will be conducted in two steps with the reserved right for an additional oral presentation/interview. The selection process will be an evaluation of Sections 2 and 3 below. At the City’s discretion, a select number of consultants/firms may be invited to make an oral presentation to the selection team. Notice of the firms selected for oral presentation (if any) will be provided to all consultants who submitted a response to this Request for Qualifications (RFQ) within approximately three (3) weeks. Notice of recommended award will be posted on the City’s website.

There is no guarantee that the City will ultimately enter into an agreement for these services. All final decisions will be made by the City Council.

Following the selection process, all submissions will become public record. A minimum of one response from each proposer will be retained.

Description of Relevant City Departments: The following narrative describes the City departments the Consultant will primarily provide consulting services.

Community Development Department: The City's Community Development Department coordinates the functions of planning, building, and parks, in one department.

Planning Division: The Planning Division provides information to the general public and the development community regarding the City's Comprehensive Plan, land use policies and statewide planning goals. It implements the plans through the daily application of the Development Code, which involves the processing of a variety of land use applications ranging from subdivisions to variances.

Building Division: The Building Division administers and enforces the Oregon State Building, Mechanical, Plumbing and Electrical codes and the fire, life, and safety codes within the City's jurisdiction, including the urbanizing area. In addition, the Building Division is responsible for enforcement of the Uniform Housing Code and the Uniform Code for the Abatement of Dangerous Buildings.

Engineering Division: The Engineering Division assists in the orderly development of the community by ensuring that private and public construction of public infrastructure complies with adopted facility plans and development standards and specifications.

Parks Division: The Parks Division manages and maintains the 20 plus parks and green spaces within the City of Grants Pass. The Grants Pass Recreation Program is currently contracted to Recreation Northwest, Inc., which provides a quarterly recreation guide, information on parks, and manages park facility reservations.

Public Works Department: The City's Public Works Department divisions consist of Engineering, Fleet, GIS, Water Treatment, Water Distribution, Wastewater Collection, Wastewater Treatment, Streets, Storm Drainage, Fleet and Solid Waste.

Municipal Water System: The municipal water system withdraws raw water from the Rogue River. After treatment, more than 2.28 billion gallons of water is distributed annually to over 10,600 customers through a complex system of 8 reservoirs, 13 remote pump stations and 188 miles of piping. Water throughout the City and surrounding areas is utilized for a variety of uses including domestic, commercial and Public Safety needs. The Water Treatment Plant has operated at its current site since the 1930's.

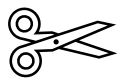
Municipal Wastewater System: The municipal wastewater system conveys about 2.28 billion gallons annually of raw domestic and industrial sewage to the Water Restoration Plant for treatment to a quality effluent for discharge to the Rogue River. This is completed through 5 pump and lift stations, and approximately 165 miles of collection system piping. The WRP has operated continually at the current location since the mid 1930's.

Municipal Streets: The City's transportation system consists of 173 miles of streets, 13 City owned traffic signals, sidewalks, bike lanes and associated signs, striping and pavement markings.

Municipal Stormwater: The City's storm drainage system consists of 108 miles of drainpipe, inlets, catch basins, manholes, open ditches, vegetated detention and bio swales, detention ponds, wetlands and 8 water quality manholes.

Submission Requirements

The deadline for submission in response to this **December 7, 2022**, before **4:00 pm** local time. The submission should be directed to the following:



Deliver to: City Recorder Karen Frerk
City of Grants Pass
101 NW A Street
Grants Pass, OR 97526

PROPOSAL - DO NOT OPEN

RFQ: ENGINEERING SERVICES

Due: December 7, 2022, no later than 4:00 pm

The submission should consist of:

- Statement of Qualifications
- Cover Sheet

The submission shall include one (1) electronic copy and four (4) hard copies of your submission.

Communications during the RFQ Process

The City of Grants Pass reserves the right to reject any and all proposals, to waive formalities or to accept any submittal that appears to serve the best interest of the City of Grants Pass. Questions regarding this RFQ should be directed to Wade Elliott, Public Works Assistant Director at 541.450.6110 or welliott@grantspassoregon.gov.

Proposers shall address all inquiries, if any, in writing to Wade Elliott, Public Works Assistant Director, welliott@grantspassoregon.gov not later than seven (7) days before the date of opening of the Proposals.

If it becomes necessary to revise any part of this RFQ or if additional data is necessary to enable an exact interpretation of provisions of this RFQ, revisions will be posted electronically on the City website at <https://www.grantspassoregon.gov/bids.aspx>. It is the responsibility of the Proposer to frequent the City website to obtain and download addendums and any other applicable information prior to proposal submission.

Additional Information

The City will entertain individual consultant meetings with City Public Works personnel. These meetings will be scheduled by contacting Wendy Higgins at 541.450.6110. The meetings will be conducted on **November 8-10, 2022**. Each meeting will be scheduled for an hour. The meetings will be scheduled between 8 am and 12 pm local time. Meeting

times will be scheduled on a first-call basis. This will be the only opportunity for the consultant to ask questions regarding this RFQ.

For information regarding this RFQ, contact the City of Grants Pass Public Works Department at 101 N.W. “A” Street by calling Wade Elliott, Public Works Assistant Director at 541.450.6110, via email at welliott@grantspassoregon.gov or visit the City’s website at www.grantspassoregon.gov under the heading “Bid Postings”.

Estimated Schedule

<u>Schedule</u>	<u>Activity</u>
October 6, 2022	Publication & Posting of Advertisement for Proposals
October 19, 2022	Deadline for Submission of Proposer Inquiries
November 8-10, 2022	Consultant Meetings
December 7, 2022, by 4:00 pm	Deadline for Submission of Proposals
December 8-13, 2022	Evaluation of Proposals
December 14-15, 2022	Oral Presentations
December 16, 2022	Notice of Intent to Award posted online
January 4, 2023	Council Award
January 5, 2023	Contract Award and Notice to Proceed

Changes to the Solicitation by City Addenda

The City of Grants Pass reserves the right to make changes to the RFQ by written addenda posted on the City of Grants Pass website. A prospective proposer may request a change to the RFQ by submitting a written request to welliott@grantspassoregon.gov. The request must specify the provision of the RFQ in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted no later than the date set forth in the RFQ Schedule.

The City of Grants Pass will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If additional information or interpretation is necessary; such information will be supplied in the form of an addendum. Any addenda will have the same binding effect as though contained in the main body of the RFQ. Oral instructions or information concerning the scope of work of the project given out by City of Grants Pass managers, employees, or agents to the prospective proposers will not bind the City of Grants Pass.

All addenda, clarifications, and interpretations will be posted on the City of Grants Pass’s website at <https://www.grantspassoregon.gov/bids>.

No addenda will be issued later than the date set forth in the RFQ Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarifications, or revisions of proposals leading to obtaining best offers or best and final offers.

Each proposer must ascertain, prior to submitting a proposal response, that the proposer has received all addenda issued, and receipt of each addendum must be acknowledged in the appropriate location on each addendum and included with the proposal submittal.

Withdrawal of Proposal

Proposals may be withdrawn upon written request from the Proposer at the address shown in the solicitation prior to the date and time specified for submission of Proposals. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal after the date and time specified for submission of Proposals.

Late Submissions

Proposals, amendments thereto, and/or requests for withdrawal of proposals will not be considered after the date and time specified for submission of Proposals. Late Proposals will be returned unopened if the proposer's return address is shown.

Acceptance

Unless otherwise specified by the City of Grants Pass, all formal Proposals submitted shall be binding for City of Grants Pass acceptance for ninety (90) days from the date of the Proposal opening.

SECTION 2 – SCOPE OF WORK

Scope of Services

The selected Consultant may provide a range of City Engineer services as discussed within this RFQ and summarized below. The SOQ should demonstrate the Consultant's understanding of, and experience providing these services:

- Provide review and comments for Land-use applications
- Provide review and comments for development construction documents
- Provide review and comments for development permit applications
- Provide review and comments for Public Works capital improvement documents
- Provide planning, design, contract administration, and construction management for Public Works capital improvement projects
- Provide consulting to City Parks and Community Development staff including the Department Director and the Planning, Building, and Parks Divisions
- Provide consulting to Public Works staff including the Department Director and the operations, maintenance, and engineering divisions
- Receive information from, and provide information to the public
- Provide additional resources as required to meet the scope, schedule, and budget for the stated services in this RFQ
- Provide supervision and management services as required to meet the scope, schedule, and budget of the stated services in this RFQ

Responsibilities

Responsibility of Consultant – It is understood and agreed that the services the consultant will be required to perform under this contract must be rendered directly by or under close personal supervision by the consultant, and that the work will be faithfully performed with care and diligence. The consultant will return all calls or other communications from the City within a reasonable time. If it is not possible for the called or contacted party to respond, the consultant will plan for a designated member of the consultant to respond to the contact.

Responsibility of the City – The Public Works Department will provide the consultant with a list of designated City employees who are authorized to contact the consultant. The City will also provide a point of contact for all service and billing issues.

Joint Responsibility – If additional services, supplemental to those included herein, are required, both the City and the consultant have the responsibility to identify those services, include them as an amendment to the contract, and determine fair compensation for the additional services.

SECTION 3 – STATEMENT OF QUALIFICATIONS

Consultant's Statement of Qualifications (SOQ) should respond to all requirements of this Section to the maximum extent possible, while not exceeding a total of six pages. A page is defined as one side of an 8.5 x 11 sheet. Page count excludes any resumes submitted. Use a minimum size 12 font.

Information about your Company

Please provide the following;

- Name, address, phone number, fax number, and e-mail of the office which would be providing the service to the City of Grants Pass as well as the location of the home office.
- Number of years in business.
- Former names (if any).
- Corporate structure and names (if applicable).
- Ability of consultant to protect the interests of the City during the term of the agreement.
- A statement of interest and qualifications.

The City is seeking the services of a consultant with demonstrated success in the management of municipal water-related infrastructure. Describe the consultant's experience and ability to provide the following services:

- The Consultant is licensed as a Professional Engineer in the branch of Civil Engineering by the State of Oregon.
- The Consultant and the associated firm will not provide consulting engineering services to private parties for projects located within the jurisdiction of the City of Grants Pass during the term of the Agreement.
- The Consultant and the associated firm will not provide sub-consulting engineering services for a current City of Grants Pass Consultant during the term of the Agreement unless the services are authorized and paid for by the City of Grants Pass.
- The Consultant will provide an onsite presence, a minimum of two (2) hours per week, as needed to provide the City Engineer services.
- The Consultant has a minimum of two (2) years' experience providing City Engineer consulting services within Oregon.
- The Consultant has a minimum of ten (10) years' experience providing civil engineer of record design, contract document, and construction management services within Oregon.
- The Consultant has a minimum of five (5) years' experience providing engineering staff oversight, supervision, and management services.

- The Consultant is familiar with Grants Pass Standards and Specifications.
- The Consultant is familiar with Grants Pass master plans and capital improvement plans.

Project Experience/References

Proposer must meet or exceed the following criteria.

- Describe proposed Project Team members' qualifications and experience, and availability for the duration of the contract term. Resumes must include special training, specific areas of expertise, project experience, education, and certification, and specify the Relationship Manager assigned to the City's account.
- Include Team member's background as well as their individual roles and assigned responsibilities for this contract. Each team member should have the ability to devote an appropriate amount of time to service the City's account.
- Provide a statement to confirm the proposer's ability to comply with our scope of services, communication and responsibilities qualifications listed in the RFQ Section 2. Also list any exceptions to required services.
- Include a brief description of the proposer's procedures to provide uninterrupted services.
- Describe what sets the organization's services apart from the competition and allows the proposer to generate superior performance and service levels.
- The consultant shall provide a list of at least five (5) clients of your company, preferably entities in the State of Oregon, who have used your services related to scope of services listed in Section 2. Include the name and contact information of those who are familiar with the services provided.
- The consultant should be an engineering firm or individual experienced in the support of a municipal systems.

Special Capabilities

Describe any special or unique capabilities of the consultant such as technical innovations, community outreach, financial assistance, cost-effectiveness, permitting, sustainability, etc.

Financial Information

Please provide financial information about your company and types/limits of insurance coverage carried. Also provide a list of claims, a brief description of any claims, and the disputed amount currently pending against your firm(s).

Conflict of Interest

Please list any current (or potential) clients or projects which may be (or cause) a conflict of interest in working for the City of Grants Pass and describe the possible extent of the conflict.

SECTION 4 – SELECTION PROCESS

The proposal will be evaluated by a selection team and ranked based on the following criteria. At the City's discretion, the top-ranked firm(s) may be invited for an oral presentation/interview approximately **December 13-15, 2022**.

Evaluation Criteria

The consultants will be evaluated based upon the following general criteria:

- Company information – 15 points;
- Expertise and project experience – 35 points;
- History of providing similar services – 30 points;
- Special or unique capabilities or services – 10 points;
- Reference checks – 10 points.

False or Misleading Statements

If in the opinion of the City, any SOQ contains false or misleading statements or references which do not support a function, attribute, capability, or condition as contended by the firm(s), it shall be rejected.

Clarification of the Proposal

The City reserves the right to obtain clarification necessary to properly evaluate a particular proposal. Failure of the firm to respond to such a request for additional information or clarification may result in the rejection of the consultant's proposal.

Addenda

Addenda shall be posted on the City's website.

Cancellation of Solicitation

The City reserves the right to cancel this solicitation at any time during the RFQ process if the City deems it is in the best interest of the public to do so.

Selection

The City's selection team will review, evaluate, and rank all responses to this RFQ. After ranking of proposals, notice will be provided to all proposers of any proposer(s) invited for an oral presentation/interview. Notice of the final ranking will be provided to all proposers and posted on the City's website. An aggrieved proposer may protest their final ranking within the seven-day period after the notice is posted on the City's website.

An aggrieved proposer is a proposer who is adversely affected and has a right to protest an RFQ selection. In order to be adversely affected, the aggrieved proposer must claim itself as the highest-ranked proposer because all other highest-ranked proposers failed to meet the requirements of the RFQ. Protests received after the seven-day period will not be considered.

Award Process

Notice of recommended award will be posted on the City's website. There is no guarantee that the City will ultimately enter into an agreement for these services. All final decisions will be made by the City Council.

RFQ Enclosure

The following is included for review and use:

- City of Grants Pass Master Services Agreement example
- Bid documents can be found at <https://www.grantspassoregon.gov/bids>

SECTION 6 – LEGAL REQUIREMENTS

This RFQ and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between the City and any candidate. All legal rights and obligations between the successful candidate, if any, and the City will come into existence only when an agreement is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and executed by the parties.

Applicants are cautioned not to make any assumptions as the implied meaning or intent of any part of the RFQ. Applicants should request clarification if needed. Every request for information on or clarification of the RFQ, must be submitted to Wade Elliott in writing at least seven (7) days prior to the date set for the deadline for proposals.

CITY RESERVATION

The City of Grants Pass reserves the right to waive irregularities or discrepancies in a proposal if the City determines that the waiver is in the best interest of the City.

PROTEST

Any prospective consultant who contends that the provisions of the RFQ or any aspect of the procurement process will encourage favoritism in the award of the contract, or substantially diminish competition, must file a written protest to the RFQ at least seven days prior to the date set for the opening of proposals. Failure to file a protest will be deemed a waiver of any claim by a Proposer that the procurement process violates any provision of ORS Chapter 279, the City of Grants Pass Local Contract Review Board Rules or the City's procedures for screening and selection of persons to perform personal services.

CONTRACT

The consultant selected by the City will be expected to enter into a written contract with the City of Grants Pass. Unconditional refusal to accept the contract provisions proposed by the City without offering acceptable alternatives may result in disqualification of the proposer or a less favorable evaluation of its proposal.

INSURANCE REQUIREMENTS

Upon selection of a consultant and entering into a contract agreement the consultant shall, at its own expense, at all times during the term of the contract, maintain in force:

- A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance; and

- A professional errors and omissions liability policy; and
- A comprehensive motor vehicle liability policy including owned and non-owned motor vehicles.
- The coverage under each liability insurance policy shall be not less than \$1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than \$2,000,000. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by Proposer, or by an employee, representative, or agent of Proposer, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest.
- Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable.
- Certificates of insurance acceptable to the City shall be filed with City prior to the commencement of any work by proposer. Each certificate shall state that coverage afforded under the policy cannot be cancelled and any change in or cancellation of coverage cannot be made until at least 30 days prior written notice has been given to City. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

OWNERSHIP OF DOCUMENTS

Final original documents prepared for this project shall be deemed to be owned by the City of Grants Pass and shall be delivered to the City at the project close-out.

ADDITIONAL TERMS

The City reserves the right to wave irregularities or deficiencies in a proposal if the city determines that waiver is in the best interest of the City.

The City may request supplemental written information from a proposer concerning the proposer's ability to perform services. If a proposer fails to provide supplemental information within the time stated in the request, the City may refuse to consider the proposal.

The City may request an interview with any proposer. If a proposal is unclear, or appears inadequate, the proposer may be given an opportunity in the interview to explain how the proposal complies with the RFQ.

The City reserves the right to make such investigation as it deems appropriate to determine whether a proposer is qualified to provide services. If a proposer fails to

cooperate with the investigation, or if a proposer provides false, misleading, or incomplete information, the City may refuse to consider the proposal.

In cases of doubt or differences of opinion concerning the interpretation of this RFQ, the City reserves the exclusive right to determine the intent, purpose and meaning of any provision in this RFQ.

ATTACHMENTS

ATTACHMENT A
City of Grants Pass, Oregon
Public Works

Request for Qualifications
City Engineering Services

Cover Sheet
(Please include as top sheet of Proposal)

Project Name:	_____
Project Description:	_____ _____ _____
Applicant:	_____
Address:	_____
City, State & Zip:	_____
Contact Person:	_____
Phone Number:	_____
Email Address:	_____

ATTACHMENT B
MASTER AGREEMENT FOR PROFESSIONAL
ENGINEERING AND PERMITTING SERVICES
City of Grants Pass, Oregon

THIS AGREEMENT is made and entered into by and between the **City of Grants Pass**, Oregon, whose address is 101 NW “A” Street, Grants Pass, Oregon, 97526, hereinafter called the CITY, and the consulting firm of **XXXXXXX**, whose address is **XXXXXX**, hereinafter called the CONSULTANT.

WHEREAS, the CITY desires engineering services to support the Municipal Water System. Anticipated services include; Water Management and Conservation Plan update, maintenance of the existing water system model, upgrades/modifications to various pump stations, and miscellaneous support services for the duration of the agreement related to water quality, and

WHEREAS, the CITY desires to engage the professional services and assistance of a qualified consulting engineering and planning firm to support this effort, and

WHEREAS, the CONSULTANT has represented and by entering into this Agreement now represents that it is in full compliance with the statutes of the State of Oregon for registration of professional engineers and that all personnel to be assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner, and

WHEREAS, the CONSULTANT has indicated it desires to do the work set forth in the Agreement upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained hereinbelow, the parties hereto agree as follows:

I.

OBJECTIVE AND SCOPE OF WORK

The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in individual task orders for each phase of the work. Each specific phase of work will be assigned to the CONSULTANT by use of a written Supplement to the Agreement. The process used to identify individual task orders shall be as follows:

- A. The CITY will identify the general scope of work for each task order and will notify the CONSULTANT either verbally or by letter. This notification will provide the general work information and schedule requirements.
- B. The CONSULTANT will then review the information furnished by the CITY and, within a reasonable time of receipt of the notification, prepare and return a detailed work plan including, but not limited to, the following:
 1. Description of the work and overall objective.
 2. Detailed scope of work with individual work tasks, as appropriate. A section on sustainability shall be included in all work tasks.

3. An estimated cost for the proposed work by an itemization of personnel necessary to perform the work, their estimated work hours on each task, and their cost as defined in Section VI of this Agreement. The estimated cost shall also include an estimate of related expenses and markups as provided in Section VI.
4. Time necessary to complete the task order and a time schedule for completing individual tasks involved in the work, as appropriate.

The CITY will then review the CONSULTANT'S work plan, description of work, performance schedule, and cost, and, if acceptable, will issue a written Supplement to this Agreement to authorize the task order.

The Supplement shall contain a detailed description of the work to be performed, the time schedule for completing the work, any special conditions, and the amount to be paid. The CONSULTANT shall not proceed with any work until the signed written Supplement has been issued by the CITY.

If during the duration of any task order the CONSULTANT finds the agreed schedule cannot be met or the cost limits will be exceeded, the CONSULTANT shall notify the CITY immediately. Authorization of additional time or costs shall be at the option of the CITY.

If the CITY determines there has been a valid change in the ordered services, an amendment to the Supplement will be issued for the reduced or increased services, which will incorporate the changed scope of work, revised time schedule, and cost in accordance with "Payments" as specified in Section VI of this Agreement.

The CONSULTANT shall, periodically, as determined by the CITY, during the progress of the work confer with the CITY. The CONSULTANT shall prepare and present such information and studies as may be pertinent and necessary, or as may be required by the CITY in order to pass judgment on the specific work tasks involved.

The CITY may edit and review the CONSULTANT'S work products and if it is not in compliance with the criteria set forth in the Scope of Work, the CONSULTANT shall make such changes, amendments, or revisions in the work as may be required by the CITY to the end in which it is in compliance with said criteria.

The CONSULTANT represents the studies, projections, plans, reports, designs, drawings, specifications, and all other engineering, consultant, and all analytical services furnished under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The CONSULTANT makes no other representation or warranty, expressed or implied.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential task orders, the CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate cost or schedule. Therefore, the CONSULTANT makes no warranty that the CITY'S actual

costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT'S opinions, analyses, projections, or estimates.

II.

DOCUMENTS TO BE FURNISHED TO THE CONSULTANT BY THE CITY

The CITY will furnish the CONSULTANT copies of plans, maps, or documents which are available to the CITY that will facilitate the completion of each individual task order. CONSULTANT shall be entitled to use and rely upon all such documents provided by the CITY or others in performing the CONSULTANT'S services under this Agreement.

III.

DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

All documents, exhibits, or other presentations for the work covered by this Agreement shall be furnished by the CONSULTANT to the CITY upon completion of the work. The material, including photographic negatives used in the project and copyrights, shall become and remain the property of the CITY upon payment of the applicable invoices of CONSULTANT and may be used by CITY without restriction. It is understood, however, that plans, drawings, specifications, computer programs, technical reports, or such material furnished by the CONSULTANT pursuant to this Agreement are instruments of his services in respect to the work, and they are not intended or represented to be suitable for reuse by any other party, without specific written verification or adaptation by the CONSULTANT. Such reuse of the material will be at the risk of the party using the subject material without liability or legal exposure to the CONSULTANT.

IV.

DESIGNATION OF REPRESENTATIVE

For the purpose of the Agreement, the CITY shall be represented by the City of Grants Pass Public Works Director, or such other person as he may designate in writing. Where written notice or consent is specified to be given to the CITY, such documents shall be delivered to and executed by the Public Works Director. The CONSULTANT shall be represented by **XXXXXX**, who shall manage all task order work, be designated as the Client Manager, and who shall be in charge of the administration of this Agreement.

V.

TIME OF BEGINNING AND COMPLETION

This Contract shall commence on the date written on the signature page 7 and shall terminate five years from said date unless both parties agree to renew this Agreement further.

The CONSULTANT shall not begin work under the terms of this Agreement until authorized in writing by the CITY for each specific task order.

Work outlined in each specific task order shall be completed in accordance with the individual schedule as provided for in Section I of this Agreement.

VI.

PAYMENT

The CONSULTANT shall be paid by the CITY for completed work for services identified in individual task orders under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed; services rendered; and for furnishing all labor, materials, supplies, equipment, and incidentals necessary to complete the work as described below:

- A. The CITY shall pay the CONSULTANT for all project-related expenses and hourly labor costs for each individual working on each task order based upon the CONSULTANT'S current schedule of charges presented with each individual task order approved as a supplement to this agreement. At the beginning of each calendar year, however, CONSULTANT may increase the direct wages or salaries it pays to its employees to adjust for inflation, by providing an updated schedule of charges. However, any adjustment to the schedule of charges shall be mutually agreed to by the parties. (CONSULTANT'S Schedule of Charges as of the date of this agreement are as shown on the attached Exhibit A.)
- B. The CITY shall reimburse the CONSULTANT for all other direct costs, or expenses, as per the rate schedules presented with each individual task order approved as a supplement to this agreement. These costs are those expenses directly incurred in fulfilling the terms of this agreement, including, but not limited to, travel, subsistence, reproduction and printing, supplies, and fees of outside services and consultants. Travel time will be charged for only the time required to travel one way to the project site.
- C. The CONSULTANT will submit invoices to the CITY no more frequently than on a monthly basis. Invoices shall detail the work, hours, and hourly costs for which payment is being requested and shall itemize the other direct costs for which reimbursement is being requested. Receipts shall be presented for all costs detailed in Item B above.
- D. The CITY shall make periodic payments to the CONSULTANT for services performed and invoiced at an interval not less than thirty (30) days from the beginning of the work under this Agreement or from the time of a prior invoice. Amounts invoiced shall be computed pursuant to rates and limitations addressed elsewhere in this Agreement and which form the basis for the total Contract price to be paid. CITY payment for work satisfactorily performed by the CONSULTANT will be made within thirty (30) days of the CITY'S receipt of the CONSULTANT'S invoice.

In the event the CITY disputes any portion of the work invoiced, the CITY shall identify the basis of their dispute, the value of the disputed work, and their intent to withhold payment of said disputed amount pending satisfactory resolution of the issue between the parties. Should the CITY delay payment for non-disputed work, it is agreed that interest will be accrued on the value of such non-disputed work at a rate of 1.5 percent per month, or the maximum permitted by law, whichever is less. Interest shall accrue beginning thirty (30) days after the date of the CITY'S receipt of the invoice. Payment(s) will first be credited to interest and then to principal.

- E. The CITY shall have the right to inspect CONSULTANT’S books and records to verify the accuracy of CONSULTANT’S billing statements. Said right of inspection shall extend to all documents necessary to permit adequate evaluation of the billing data submitted.

**VII.
EMPLOYMENT**

The CONSULTANT will provide the information and reports required by CITY ordinances or orders and instructions issued pursuant thereto and for a period of two years after final payment will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be necessary to ascertain compliance with such orders and instructions. Where any information required by CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY as appropriate and shall set forth what efforts it has made to obtain the information.

**VIII.
CHANGES IN WORK**

The CONSULTANT shall make such revisions in the work included in this Agreement which has been completed, as necessary to correct negligent errors or omissions appearing therein, when required to do so by the CITY, without additional compensation from the CITY.

Either party may require changes in the scope of services, cost, or performance standards. Any and all modifications shall be mutually agreed upon and incorporated by written amendments to this Agreement and executed by the CITY and the CONSULTANT.

**IX.
TERMINATION OF AGREEMENT**

- A. The right is reserved by the CITY to terminate this Agreement at any time upon not less than ten days’ written notice to the CONSULTANT.
- B. In the event this Agreement is terminated under any of its terms prior to completion of the work, final payment shall be made to the CONSULTANT which shall provide for a total payment to the CONSULTANT for services rendered and expenses incurred prior to the termination and including other costs reasonably incurred.
- C. In the event this Agreement is terminated prior to completion of the work, the original copies of all plans, prints, drawings, and field notes prepared by the CONSULTANT prior to termination shall become the property of the CITY upon payment of CONSULTANT’s invoices.

**X.
INDEMNITY; LIMITATION OF LIABILITY**

The CONSULTANT shall comply with federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

The CONSULTANT hereby agrees to indemnify and hold the CITY harmless from any damage, liability, or cost (including reasonable attorney’s fees and costs of defense) to the extent

caused by the CONSULTANT'S negligent or willful acts, errors, or omissions in the performance of the professional services under this Agreement, or caused by the negligent or willful acts, errors, or omissions of CONSULTANT'S officers, agents, subcontractors, owners, or employees. This indemnity provision shall not require the CONSULTANT to defend or indemnify the CITY against any action based on the alleged negligence of the CITY.

The CONSULTANT shall not be responsible for breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the CITY or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the CONSULTANT'S subconsultants, that impact work completion and/or success.

It is further agreed that the total amount of all claims the CITY may have against CONSULTANT under this Agreement or any individual task order or arising from the performance or non-performance of the services called for by a specific individual task order under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, shall be strictly limited to an aggregate limit of \$10 million. As the CITY's sole and exclusive remedy under this Agreement or any individual task order, any claim, demand or suit shall be directed and/or asserted only against CONSULTANT and not against any of CONSULTANT's employees, officers or directors.

XI. INSURANCE

The CONSULTANT shall maintain, during the life of this Agreement, the following minimum public liability and property damage insurance which shall protect the CONSULTANT and the CITY from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this Agreement and the limit of liability for such insurance shall be as follows:

- A. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The CITY shall be named as an additional insured on the policy. The language of the policy shall state that it shall not lapse without 30 days' written notice to the City before lapsing.
- B. Automobile bodily injury and property damage liability insurance coverage on owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- C. Statutory worker's compensation and employer's liability insurance for the State of Oregon.

The CONSULTANT shall also maintain professional liability insurance covering damages resulting from errors or omissions of the CONSULTANT. The limit of liability shall not be less than \$1,000,000 each claim and \$2,000,000 aggregate.

XII.

SUBLETTING OR ASSIGNING OF CONTRACTS

The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the express consent of the CITY.

XIII.

THIRD PARTIES

The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT'S performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT'S services hereunder.

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TO BOTTOM OF PAGE**

In WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year written below.

CONSULTANT COMPANY NAME

CITY OF GRANTS PASS,
STATE OF OREGON

BY: _____
Name
Title

Aaron K. Cubic
City Manager

DATE: _____

DATE: _____

BY: _____
Name
Title

Jason M. Canady
Public Works Director

DATE: _____

DATE: _____

ATTESTED:

Karen Frerk
City Recorder

APPROVED AS TO FORM:

Augustus Ogu
City Attorney

Effective date of agreement _____