



REQUEST FOR PROPOSALS ENGINEERING AND RELATED SERVICES

Brown Road Improvements
Project #4216

April 24, 2024

Address Proposals to:

City of Wilsonville
Attn: Marissa Rauthause, PE
29799 SW Town Center Loop East
Wilsonville, OR 97070

Proposals due: Tuesday, May 28, 2024, at 2:00 PM, Pacific Time

Proposals must be sealed in an opaque envelope, plainly marked as follows: "Request for Proposals – Brown Road Improvements," and sent to the attention of Marissa Rauthause, PE, Civil Engineer. Include the name and address of the Proposer. Proposers must submit three (3) sets of the Proposal and one (1) electronic copy on a USB drive. Electronically mailed or faxed Proposals will not be accepted. The City of Wilsonville reserves the right to reject any or all Proposals.

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Table of Contents

Request for Proposals

I.	Project Description	4
II.	Scope of Work	6
	Term of Service	6
	Pre-Contract Activity.....	6
	Project Phasing.....	6
	Draft Scope of Work Tasks.....	6
	Task 1 – Project Management	7
	Task 2 – Public Engagement	7
	Deliverables.....	8
	Task 3 – Project Planning and Surveying	8
	Task 3.1– Project Initial Research and Project Planning.....	8
	Deliverables.....	8
	Task 3.2 – Right-of-Way/Easement Surveying and Legal Descriptions	9
	Deliverables.....	9
	Task 3.3 – Site/Topographic/Design Surveying and Potholing.....	9
	Deliverables.....	10
	Task 3.4 – Pre-Construction Monument Surveying.....	10
	Deliverables.....	10
	Task 4 – Tree Evaluation	10
	Deliverables.....	11
	Task 5 – Geotechnical Investigation	11
	Deliverables.....	11
	Task 6 – Traffic Studies	11
	Deliverables.....	11
	Task 7 – Preliminary Engineering, Alternatives Analysis, and Recommendation	11
	Deliverables.....	12
	Task 8 – Stormwater Analysis	12
	Deliverables.....	12
	Task 9 – Utility Coordination & Relocation.....	12
	Task 10– Final Design and Bid Documents, 30%, 60%, 90%, and 100% Plans.....	12
	Task 10.1 – 30% Design Documents	13
	Deliverables.....	13
	Task 10.2 – 30% Design Review Meeting.....	13
	Deliverables.....	13
	Task 10.3 – 60% Design Plans and Bid Documents.....	13
	Deliverables.....	14
	Task 10.4 – 60% Design Review Meeting.....	14
	Deliverables.....	14
	Task 10.5 – 90% Design Plans and Bid Documents.....	14
	Deliverables.....	15

Task 10.6 – 90% Design Review Meeting.....	15
Deliverables.....	15
Task 10.7 –100% Design Plans and Bid Documents.....	15
Deliverables.....	15
Task 11– Right-of-Way and Easement Acquisition Support	15
Deliverables.....	15
Task 12 – Construction Engineering	16
Task 12.1 - Meetings	16
Deliverables.....	16
Task 12.2 – Bidding Assistance	16
Deliverables.....	16
Task 12.3 - Construction Surveying.....	16
Deliverables.....	17
Task 12.4 –Project Construction	17
Task 12.5 –Construction Inspection.....	17
Deliverables.....	17
Task 12.6 - Post-Construction Monumentation	17
Deliverables.....	17
Task 12.7 – As-Built Survey and Drawings	18
Deliverables.....	18
City Responsibilities	18
III. Minimum Qualifications	19
IV. Proposal Requirements	19
Proposal Format.....	19
Introductory Letter	20
Project Understanding.....	20
Project Approach	20
Proposer’s Experience	21
Project Team Experience	21
Project Schedule	22
Supporting Information	22
V. Proposal Submission.....	22
VI. Proposal Evaluation and Selection	23
Written Evaluation.....	23
Interview Evaluation	23
Successful Proposer Determination.....	24
Award Protest	24
VII. Schedule	25
VIII. Pre-Proposal Meeting.....	25
IX. RFP Documents	26
X. Project Manager	26
XI. RFP Questions	26

XII.	General RFP Information.....	27
	Changes to the RFP Solicitation by Addenda.....	27
	Confidentiality.....	27
	Cancellation	28
	Late Proposals.....	28
	Disputes	28
	Proposer Certifications	28
	Nondiscrimination.....	29
	Competition	29
	RFP Protests and Change Requests	29
	Proposal Liability.....	30
	City Requests for Clarification, Additional Research, and Revisions	30
	Rejection of Proposals	30
	City’s Reservation of Rights	31
	Modification or Withdrawal of Proposal by Proposer.....	31
	Duration of Proposal.....	31
	Local and Federal Requirements	31

Attachment A

Sample Professional Services Agreement	A-1
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Request for Proposals

The City of Wilsonville, Oregon (the “City”) is requesting Proposals in order to select a qualified consultant to provide professional services for the Brown Road Improvements Project (“Project”). Consultants are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this **Request for Proposals (RFP)**. The anticipated negotiated fee for this Project is expected to exceed \$100,000; therefore, Proposals will be evaluated in accordance with the qualifications based selection procedures of OAR 137-048-0220. This Project does does not involve federal funds. If federal funds are involved, special federal requirements are contained within the attached draft Professional Services Agreement and must be carefully reviewed and complied with.

I. Project Description

SW Brown Road is an existing collector roadway that connects the residential neighborhoods of the northwestern portion of Wilsonville to the City’s main arterial roadway, SW Wilsonville Road. The existing areas surrounding Brown Road are fully developed with a mix of residential uses and a City park. The existing Brown Road is characterized by a narrow right-of-way with limited space for expansion, consisting of transportation infrastructure ranging from rural, unimproved frontage to a mix of incremental sidewalk and on-street parking improvements constructed over many years as different properties developed. The result is an unconnected, inconsistent transportation facility that does not meet the needs of the surrounding community today.

The Brown Road Improvements Project represents the last transportation upgrade funded through the West Side Urban Renewal District, formed to help build out the transportation network needed to serve development of the Villebois neighborhood. This project includes upgrading a section of SW Brown Road to more closely meet current City standards for a collector roadway. The section to be improved is approximately 1,900 feet long and extends from SW Wilsonville Rd to SW Evergreen Drive. The intersections at SW Wilsonville Rd and SW Evergreen Drive are included in the scope of this project. Urban upgrades are needed to improve multi-modal connectivity by adding bike lanes, sidewalks, and turn lanes that accommodate access to adjacent neighborhoods.

The City anticipates that the project will include, but is not limited to, final design and coordination of the following items:

I. **Engineering Design Studies**

Engineering studies will include, at a minimum, traffic studies and pavement investigations, but may include other studies as determined by the engineer and approved by the City.

II. **Survey and Utility Location**

The design consultant will coordinate all required survey for design, coordination, verification of all utilities within the project boundaries, and post-construction survey.

III. **Outreach and Communications**

Design consultant shall coordinate with City staff to host public open houses for design and feedback in working with the residents of nearby neighborhoods and HOAs. The design consultant shall also lead, participate, and support additional public outreach efforts including but not limited to, mailings, emails, and website updates.

IV. Tree Evaluation

Trees shall be assessed by an arborist and any identified significant trees shall be incorporated into the roadway design and protected during construction.

V. Evaluation and Selection of Road Section Layouts and Alignment

Consultant shall design Brown Road to meet the requirements of a City collector roadway, including sidewalks, bike facilities, planter strip with street trees, street lighting, etc. Protected bike facilities shall be considered by the design engineer. On-street parking is not anticipated, but may be incorporated based on feedback from the community. The consultant shall evaluate locations and reconfiguration of existing transit stops in accordance with South Metro Area Regional Transit (SMART) requirements. Given the limitations of the existing built environment, the engineer shall evaluate several options for road sections based on site conditions and feedback from the City and public to best accommodate the required facilities. The consultant shall make all reasonable efforts to design an alignment that does not negatively impact existing quantity of private parking for neighboring residences.

VI. Right-of-Way and Easement Acquisition Assistance

Consultant will be responsible for identifying location of right-of-way and permanent and temporary easements needed for the project, providing legal descriptions, survey, and staking for appraisals.

VII. Utility Relocation Design and Coordination

This project will include coordination with utility providers and design for undergrounding of the overhead PGE lines and above-ground franchise utilities into a joint utility trench. Consultant shall incorporate new City fiber conduit and appurtenance in accordance with City standards as part of the joint trench. Addition and relocation of City utility (sewer, storm, and water) inlets, manholes, valves, fire hydrants, and other appurtenances are anticipated as part of the roadway changes

VIII. Storm Water Treatment Design

Storm water runoff from roadway impervious surfaces must be treated and detained/retained through low impact development facilities in conformance with City of Wilsonville Public Works Standards.

IX. Accessibility Upgrades

Accessibility upgrades in accordance with the most recent version of the Public Right-of-Way Accessibility Guidelines (PROWAG) will be required for all sidewalks, driveways, bus stop locations, corners, mid-block crossings, and park crossings. ADA upgrades will require coordination with South Metro Area Regional Transit (SMART) and Wilsonville Parks and Recreation.

X. Pavement Design

Investigation and evaluation of existing asphalt and soil conditions and recommendations for roadway pavement section for construction.

XI. Street Light Upgrades

Streetlights on SW Brown Road shall be designed to meet the most current edition of the ANSI/IES Design of Roadway Facility Lighting standards and comply with PGE Schedule B LED street lighting standards.

XII. Traffic Signal Upgrades

Traffic signal upgrades will be required at the intersection of SW Brown Rd and SW Wilsonville Road to meet current accessibility design guidance and per Clackamas County design requirements.

XIII. Detour and Traffic Control Plans

Detour and traffic control plans shall be included in the final design with feedback from public outreach to address access concerns for nearby residents.

XIV. Construction & Inspection Services

Consultant shall provide services to manage construction and inspection of the Project.

II. Scope of Work

The project will include design of approximately 1,900 feet of urban upgrades to SW Brown Road, up to and including the intersections at SW Wilsonville Road and SW Evergreen Drive. Consultant shall make any corrections to reports included with the Project based on comments by City staff. Work shall be coordinated with the City.

Term of Service

The contract resulting from this RFP shall have an anticipated date of final completion of December 31, 2026.

Pre-Contract Activity

The Successful Proposer shall work with the Project Manager to refine and articulate the scope of work, clarifying the Project tasks and identifying possible contingency task, and providing a fee estimate for the work. A pre-contract meeting(s) may be required, and shall not be billable to the City.

Project Phasing

The City of Wilsonville has overall authority in scope, schedule, and budget for this project. This project is divided into multiple phases with anticipated phase completion date(s) as follows:

Phase 1: Preliminary Design	January 2025
Phase 2: Design, Public Involvement, and Easement Acquisition	December 2025
Phase 3: Construction Engineering Services	December 2026

Once Phase 2 is completed, scope of work for Construction Engineering Services will be refined and finalized during negotiations at a later date.

Draft Scope of Work Tasks

The following is a draft, proposed Scope of Work (SOW) for the Project (this SOW will be refined and finalized during the negotiations process):

Task 1 – Project Management

The Consultant shall manage all sub-consultants on the team, directing the flow of information between the Consultant team members and the City’s project manager. Monthly billing and status reports will be clearly presented in an organized manner, with costs distributed among tasks and funding sources. The Consultant shall provide services including the following items:

1. Organize and conduct Kick-off meeting at City Hall.
2. Prepare and provide updates as needed to the Project schedule.
3. Organize, lead, and conduct Project meetings twice a month during design.
4. Prepare materials for, lead, and participate in a minimum of four public in-person and online open-house meetings in Wilsonville – one prior to performing engineering studies, one at the pre-design level, one at 60% design, and one prior to construction.
5. Prepare materials for and participate in two City Council meetings.
6. Coordinate various members of the Consultant team.
7. Provide exhibits, maps, figures, as needed and required.
8. Communicate clearly and regularly with the City’s project manager.
9. Submit monthly invoices/payment requests; separate costs by tasks.

Task 2 – Public Engagement

The Consultant shall prepare a Public Engagement Plan that includes strategies and desired outcomes for broad based, early, and continuing engagement of key stakeholders and the public. The Public Engagement Plan will need to address unique outreach needs and opportunities of environmental justice/underserved communities in the area. Consultant shall prepare a demographic analysis for the area potentially affected by the project to understand the location of underserved communities and provide specific focus to those areas to include in the engagement opportunities.

The Public Engagement Plan shall outline the process for timely and accessible forums of public input, including in-person and online open houses, public surveys, public events, etc. at a minimum of four key points in the project, pre-design, preliminary design, advance design, and pre-construction. The Public Engagement Plan shall outline secondary outreach mechanisms if participation is lower than anticipated or certain demographics are not being reached. In addition, the Consultant shall plan on preparing presentations and attending at least two City Council meetings.

Public Engagement shall incorporate the City’s existing public engagement tools, including Let’s Talk, Wilsonville!, Boones Ferry Messenger, and social media platforms, utilizing these communication tools rather than paying for third party platforms.

Consultant shall prepare public information materials, including fact sheets, postcards, photographs, graphic illustrations, communications, exhibits, visualizations, presentations, surveys, summaries and other documents needed to support the activities outlined in the Public Engagement Plan. Consultant maintain and update an interested parties list and distribute a newsletter with project updates at a regular intervals for the duration of the project.

The City will develop and maintain the project website and upload consultant produced content and manage the community engagement webpage, as well as serve as the point of contact for media and public inquiries.

Deliverables

The project deliverables will include:

1. Demographics analysis identifying areas of underserved communities near the project limits.
2. Draft Public Engagement Plan
3. Final Public Engagement Plan incorporate City review comments.
4. All public information materials and project content.
5. Prepare public engagement summaries documenting outreach provided, demographics, and feedback for each of the four key phases of engagement.

Phase 1 – Preliminary Design

Task 3 – Project Planning and Surveying

All survey work and elevations on design plans shall be based on NAVD 88 Datum. The consultant team shall provide the following project planning and surveying services.

Task 3.1– Project Initial Research and Project Planning

1. The City will provide Consultant with the following information in electronic format prior to the Project Kick-Off Meeting for their review.
 - a. City of Wilsonville 2017 Public Works Standards and Detail Drawings;
 - b. As-built record drawing information, as available;
 - c. Other pertinent information requested by Consultant, as available;
2. Consultant will request maps from all utility companies that have utilities within the subject area.
3. The Oregon Utility Notification Center will be contacted to field mark utilities throughout the subject area.
4. Consultant will thoroughly review all as-builts or record drawings, utility company information, and GIS maps.
5. Consultant will conduct survey research necessary to perform the field surveying tasks and resolve right of ways, property boundaries, and adjacent easements of record.
6. Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for up to three (3) Project Planning Team Meetings to review existing information and project approach. Consultant shall provide Preliminary Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date and Preliminary Project Team Meeting minutes.

Deliverables

The project deliverables will include:

1. A Memo summarizing Public Input and Project Planning Team Meetings to document preliminary design approach based on pre-design public and City feedback.

Task 3.2 – Right-of-Way/Easement Surveying and Legal Descriptions

Consultant will perform surveying necessary to accurately locate the existing right-of-way lines and relevant easements. At a minimum, surveying will include the following:

1. Reviewing record of surveys, plats, and deed documents of adjacent ownerships.
2. Establishing property, right-of-way, and easement lines adjacent to the project.
3. Prepare legal descriptions and exhibits for all right-of-way and easements required for the project. Obtain title reports for the respective parcels.

Deliverables

The project deliverables will include:

1. Title reports, Legal descriptions and Exhibits for areas needed to be acquired for right-of-way or easement acquisition.

Task 3.3 – Site/Topographic/Design Surveying and Potholing

Consultant will perform necessary site, topographic, and design surveying services for the Project Area as determined by the Consultant and the City. Consultant will perform necessary potholing in the Project Area to verify depth, location, size, and material type of existing utilities as determined by the Consultant and the City. At a minimum, surveying and potholing will include the following:

1. Establishing a horizontal and vertical survey control network.
2. Referencing the network and all mapping to the City of Wilsonville approved vertical datum.
3. Surveying and preparing a map showing the following:
 - a. Locations, rim elevations, and invert elevations (of pipes) for all sanitary sewer and storm manholes within the project area
 - b. Locations and top of valve nut elevations for water valves, locations and box rim elevations for meter boxes, hydrants, blow-offs, air releases, and all other appurtenances.
 - c. Utility poles, meters and overhead wires (including heights)
 - d. Located underground utilities and associated appurtenances and valves, and irrigation systems
 - e. Crown line of streets
 - f. Edge of pavement and top face of curb – If a non-standard curb exists, survey top back of curb.
 - g. Fences, mailboxes, street lights, trees, and other street side structures
 - h. Striping and signage
 - i. Sidewalks, curb ramps, and driveways
 - j. Retaining walls
 - k. Trees
 - l. Other important topographic features
 - m. Photos of site conditions
4. The extents of the survey work will be as necessary to adequately design the proposed improvements.

5. Potholing using a vactor excavation truck shall be conducted to verify depth, location, size, and material type of existing utilities as determined by the Consultant and the City. Potholes will be backfilled per city standards.

Deliverables

The project deliverables will include:

1. Survey data will be compiled in digital format and a digital terrain model will be created which can be used for design purposes. Digital terrain model (DTM) in AutoCAD DWG format complete with all external references such that the DTM is fully usable by the City without additional software or reference data.
2. An existing conditions map, stamped by a Professional Land Surveyor registered in Oregon, will be prepared showing all the above items.
3. The project deliverable will be a complete summary report of the existing conditions. This document will include:
 - a. An existing conditions survey map
 - b. Raw field survey data and field notes
 - c. Digital terrain model in AutoCAD format complete with all external references such that the DTM is fully usable by the City without additional software or reference data
 - d. Pre-Construction Record of Survey (including map and narrative) recorded with the Clackamas County Surveyors Office
 - e. Utility locate ticket numbers and maps provided by utility carriers
 - f. Site photographs

Task 3.4 – Pre-Construction Monument Surveying

The purpose of a pre-survey is to locate all existing monuments of record within the project limits to ensure that if they are destroyed during construction, they can be re-set. Consultant shall prepare a Pre-Construction Record of Survey to meet the requirement of ORS 209.155. The Pre-Construction Survey will include the location and description of all survey monuments that may be disturbed or destroyed during construction, existing right-of-way, controlling centerlines, survey control network, and proposed centerline.

At a minimum, surveying will include the following:

1. Locations of all survey monuments that may be disturbed or destroyed by construction.
2. Descriptions of all located survey monuments.

Deliverables

The project deliverables will include:

1. A Pre-Construction Record of Survey to meet the requirement of ORS 209.155 as described in Task 3.4.

Task 4 – Tree Evaluation

In accordance with the City of Wilsonville requirements, Consultant will perform a tree survey by a Certified Arborist to include the following information:

1. Species

2. Diameter
3. Health
4. Wind throw resistance

Deliverables

The project deliverables will include:

1. Tree inventory and assessment report

Task 5 – Geotechnical Investigation

Consultant or their sub-consultant shall perform a geotechnical investigation of the project site to assist the Consultant in determining the pavement structural design and any retaining structures required as part of the project. Geotechnical investigation shall be developed in coordination with City's Project Manager.

Deliverables

The project deliverables will include:

1. Geotechnical Report including the following at a minimum:
 - a. Summary of work
 - b. Plan showing exploration locations
 - c. Soil logs and soil testing results
 - d. Recommendations for AC structural sections for the roadways
 - e. Site preparation, excavation, cut and fill slopes, structural fill material, fill placement, compaction, and wet weather construction recommendations as needed
 - f. Retaining structures as needed

Task 6 – Traffic Studies

Consultant or their sub-consultant shall perform a traffic study for the project site to assist the Consultant in determine road alignment, turn pocket locations, streetlight upgrades, and intersection improvements. Traffic studies shall be developed in coordination with City's Project Manager.

Deliverables

The project deliverables will include:

1. Traffic study including the following at a minimum:
 - a. Summary of work
 - b. Recommendations for road alignment and cross section alternatives analysis
 - c. Turn pocket locations
 - d. Traffic signal upgrades
 - e. Intersection improvements

Task 7 – Preliminary Engineering, Alternatives Analysis, and Recommendation

After engineering studies and survey have been completed, the Consultant shall prepare a preliminary design memo with preliminary design figures. The Consultant shall provide the following items:

1. Preliminary design memo shall include discussion of project direction, feedback from community open house prior to engineering studies, discussion of conclusions from engineering studies, discussion of impacts to trees, discussion of accessibility upgrades required, and any other important findings.
2. Preliminary design figures shall include proposed road sections, cross-section alternatives along alignment, locations of accessibility upgrades, and approximate alignments and relocations.
3. Receive City approval for major design assumptions
4. Identify locations and quantity of likely ROW and easement acquisitions for the Project
5. Prepare planning level cost estimates for construction of improvements
6. Prepare preliminary cost estimates, legal descriptions, and exhibits for land acquisition

Deliverables

The project deliverables will include:

1. Preliminary design memo with engineering studies attached
2. Preliminary design figures
3. Summary of Public Input of preliminary design figures and any planned changes to design based on feedback.

Phase 2 – Design, Public Involvement, and Easement Acquisition

Task 8 – Stormwater Analysis

Once the consultant has evaluated Stormwater options and needs, the consultant shall prepare a Stormwater Drainage Report in conformance with the current City of Wilsonville Public Works Standards. The Draft Stormwater Drainage Report shall be submitted prior to or with submittal of the 60% Design Plans. Stormwater design shall incorporate low impact design standards shall be in conformance with the 2012 Stormwater Master Plan and the 2017 Public Works Standards. Consultant shall make any corrections to the report based on comments by City staff.

Deliverables

The project deliverables will include:

1. Submit a draft copy Stormwater Drainage Report for review by City staff.
2. Submit a final copy Stormwater Drainage Report.

Task 9 – Utility Coordination & Relocation

Consultant shall identify and locate utilities within the Project limits, initiate contacts with utilities, and coordinate relocations needed for the construction of the Project. Underground utilities will be potholed to verify location, material, size, and depth. Consultant shall schedule, attend, and document regular utility coordination meetings during design of the project. Consultant shall prepare required utility notification letters for each utility found in potential conflict with the proposed design.

Task 10– Final Design and Bid Documents, 30%, 60%, 90%, and 100% Plans

Once Preliminary engineering and design has been approved by the City and public concerns are addressed, Final Design for the project may commence. The purpose of the final design is to

prepare the final construction documents necessary to construct the required road improvements.

Task 10.1 – 30% Design Documents

Once the preliminary engineering and alternatives analysis have been agreed upon by the consultant team and the City, and a public open house have been completed to review and provide comment on preliminary design figures and project direction, the consultant shall prepare a preliminary set of 30% design plans and cost estimate. Plan sheets of the 30% plan set shall include, but is not limited to:

1. Cover Sheet
2. Draft Legend and Construction Notes
3. Existing Conditions Plan
4. Draft Tree Removal and Protection Plan with Notes
5. Draft Site Plan
6. Draft Grading Plan
7. Draft Street Plan and Profile

City will add 30% plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the 60% construction documents.

Deliverables

The Project deliverables will include:

1. Comment log for City to provide review comments.
2. 30% plan set in half-size (11"x17") electronic (PDF) format.
3. 30% Engineer's construction cost estimate.

Task 10.2 – 30% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 30% design review meeting after receipt and review of City 30% review comments. Meetings may be held virtually or at Wilsonville City Hall.

Deliverables

The Project deliverables will include:

1. Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
2. Project Team Meeting minutes.

Task 10.3 – 60% Design Plans and Bid Documents

Consultant shall prepare a complete set of 60% design plans and cost estimate that incorporate comments from the 30% plans. Plan sheets of the 60% plan set shall include, but is not limited to:

1. Cover Sheet
2. Legend and Construction Notes
3. Existing Conditions Plan
4. Tree Removal and Protection Plan with Notes
5. Erosion Control Plan

6. Site Plan
7. Grading Plan
8. Composite Utility Plan
9. Street Plan and Profile
10. Street Details, Curb>Returns and Cross-Sections
11. Storm Water Plan and Profile
12. Applicable City of Wilsonville Detail Drawings
13. Franchise Utility Plan
14. Striping and Signage Plan
15. Illumination Plan
16. Landscape Plan
17. Traffic Control Plans
18. Detour Plans

Consultant shall prepare, in collaboration with City Project Manager, Project Special Provisions for Project based on 2018 ODOT Standard Specifications and 2017 Wilsonville Public Works Standards. City will provide standard Wilsonville Special Provisions for inclusion in the project special provisions.

City will add 60% plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the 90% construction documents.

Deliverables

The Project deliverables will include:

1. Updated comment log with Consultant responses to each comment.
2. 60% plan set in half-size (11"x17") electronic (PDF) format.
3. 60% project special provisions.
4. 60% bid schedule and bid item descriptions.
5. 60% Engineer's construction cost estimate.

Task 10.4 – 60% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for two (2) meetings

1. 60% design review meeting after receipt and review of City 60% review comments. Meetings may be held virtually or at Wilsonville City Hall.

Deliverables

The Project deliverables will include:

1. Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
2. Project Team Meeting minutes.

Task 10.5 – 90% Design Plans and Bid Documents

Consultant shall prepare a complete set of 90% plans, project special provisions, and cost estimate based on comments received during the 60% design review meetings and public input.

City will add 90% plan review comments to comment log. Consultant shall update comment log by providing a response to each comment and submit with the 100% construction documents.

Deliverables

The Project deliverables will include:

1. Updated comment log with Consultant responses to each comment.
2. 90% plan set in half-size (11"x17") electronic (PDF) format.
3. 90% project special provisions.
4. 90% bid schedule and bid item descriptions.
5. 90% Engineer's construction cost estimate.

Task 10.6 – 90% Design Review Meeting

Consultant shall schedule, facilitate, and prepare agendas, meeting materials, and minutes for one (1) 90% design review meeting after receipt and review of City 90% review comments. Meetings may be held virtually or at Wilsonville City Hall.

Deliverables

The Project deliverables will include:

1. Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
2. Project Team Meeting minutes.

Task 10.7 – 100% Design Plans and Bid Documents

Following review of the 90% Design Plans, Consultant will make any revisions based on comments received from the City and re-submit the 100% Street Design, Bid Sheet, Project Special Provisions and Engineer's Construction Cost Estimate to the City for bidding.

Deliverables

The Project deliverables will include:

1. Updated comment log with Consultant responses to each comment.
2. Final engineering plan set in both full size (22"x34") and half-size (11"x17") electronic (PDF) format digitally stamped and signed by a Professional Engineer registered in the State of Oregon.
3. Final project special provisions.
4. Final bid schedule and bid item descriptions.
5. Final engineer's construction cost estimate.

Task 11– Right-of-Way and Easement Acquisition Support

Consultant will be responsible for identifying location of right-of-way and permanent and temporary easements needed for the project, providing legal descriptions, survey, and staking for appraisals.

Deliverables

The Project deliverables will include:

1. Establishing property, right-of-way, and easement lines adjacent to the project.

2. Updated legal descriptions and exhibits for all right-of-way and easements required for the project as needed. Obtain title reports for the respective parcels.
3. Provide surveyed field staking of all right-of-way and easement lines of property to be acquired in coordination with the City's property assessor and right-of-way agent.

Phase 3 – Construction Engineering Services

Task 12 – Construction Engineering

The objective is to provide construction phase services to assist the City of Wilsonville and ensure successful construction of the improvements, projected to occur in 2026.

Task 12.1 - Meetings

Consultant will attend the Project's pre-construction meeting and construction meetings to be scheduled by the City and to be held at Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR.

Deliverables

The Project deliverables will include:

1. Project Team Meeting agendas and meeting materials two (2) business days prior to meeting date.
2. Project Team Meeting minutes.

Task 12.2 – Bidding Assistance

Consultant shall coordinate with City in the preparation of construction bid documents for each phase of construction. The City will prepare, print, and distribute construction bid documents and be the main point of contact for all bidders during the bidding process. Consultant shall prepare response to potential construction contractor and supplier technical questions about the plans and specifications at the request of the City. Consultant shall review addenda necessary to clarify the construction bid documents upon request.

After contract award, Consultant shall produce conformed construction documents by incorporating issued addenda from the bidding process and update project plans and project special provisions.

Deliverables

The Project deliverables will include:

1. Written responses addressing technical questions during bidding process, as needed.
2. Construction bid document addenda review comments, as needed.
3. Conformed construction documents, including:
 - a. Plan set in half-size (11"x17") electronic (PDF) format
 - b. Special provisions in electronic (PDF) format

Task 12.3 - Construction Surveying

Consultant will provide the following construction surveying:

1. One set construction stakes and marks to establish the lines, grades, slopes and curbs for roadwork

2. One set of stakes for franchise utility vaults
3. Consultant to field mark location of monument boxes during construction
4. Consultant shall provide quality control construction survey work as directed by the City
5. All construction surveying will be coordinated with the Consultant and City

Deliverables

The Project deliverables will include:

1. Copies of Consultant staking requests
2. Copies of staking maps
3. Copies of cut sheets/field notes

Task 12.4 –Project Construction

1. Consultant shall review and approve submittals by the contractor upon requests by the City
2. Consultant or sub-consultants will conduct periodic site visits as necessary
3. Consultant shall clarify construction plans or contract documents upon requests by the City
4. Consultant shall review Requests For Information (RFI's), Construction Contract Change Orders, and respond to Clarifications from the contractor upon requests by the City
5. Consultant shall produce changes to the plans as needed for reasons including changes in field conditions, conflicts, or changes to the plans authorized by the City

Task 12.5 –Construction Inspection

Consultant shall provide a qualified and experience construction inspector to verify conformance with construction documents.

Deliverables

Consultant shall prepare and provide the City with daily inspection forms on approved forms.

Task 12.6 - Post-Construction Monumentation

Consultant, or subconsultant, shall verify the disturbance (or non-disturbance) of existing monuments previously documented and recorded. A post-construction survey shall be recorded with Clackamas County following construction and shall include all monuments replaced during construction and the verified locations of undisturbed monuments.

Consultant, or survey subconsultant, shall be responsible for resetting all monuments disturbed during construction.

Deliverables

The Project deliverables will include:

1. Post-Construction Survey (including map and narrative) recorded with the Clackamas County Surveyor's Office

Task 12.7 – As-Built Survey and Drawings

All elevations on record drawings shall be based on NAVD 88 Datum. Consultant shall prepare a Post-Construction Record of Survey to meet the requirement of ORS 209.155. The Post-Construction Survey will include the location and description of all survey monuments that were disturbed or destroyed during construction, re-setting of destroyed monuments, setting of centerline monuments, newly acquired right-of-way, existing right-of-way where applicable, roadway centerlines, visible utility structures (manholes, curb inlets, water valves, etc.) , invert elevations on storm and sanitary sewer structures, signal poles, mapping of curbs at Point of Tangency and Point of Curvature, and survey control network.

Consultant will perform the following services:

1. Survey the 'As-Built' project improvements
2. Prepare 'As-Built' plans based on the survey data
3. Submit the 'As-Built' plans to the City for review and comment

Deliverables

The project deliverables include:

1. Preliminary as-built plan set in printed, half size (11"x17") paper, 3 copies.
2. Final as-built plan set in both full size (22"x34") and half-size (11"x17") electronic (PDF) format, digitally stamped and signed by a Professional Engineer registered in the State of Oregon.
3. AutoCAD copy (current version) of final as-built plan set and as-built topographic survey.

City Responsibilities

1. Provide electronic copies of City's Current Public Works Standards, City Modifications to the 2018 ODOT Special Provisions, Storm Water Master Plan, and Transportation System Plan.
2. Provide as-built record drawings and/or electronic information (if available) for adjacent projects and other pertinent information to the Consultant upon request.
3. Providing input on scheduling, advertising and hosting public open houses.
4. Providing specific City of Wilsonville project provisions.
5. Printing and distribution of bid documents.
6. Advertising Project for bidding.
7. Point of contact for bidder questions and requests for information.
8. Evaluation of bids, audits, and contract award.
9. Review and approval of Concrete and Asphalt mix design.
10. Processing Change Order Requests (COR's), Work Change Directives (WCD's), and Change Orders (CO's).
11. Reviewing and processing monthly pay estimates for construction contract.
12. Hiring and managing right-of-way agent and appraiser for acquisitions.
13. Scheduling and hosting weekly construction meetings.

III. Minimum Qualifications

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

1. Proposer's project team shall include a State of Oregon Registered Professional Engineer and other professionals with registration/license/qualifications as needed.
2. Proposer shall demonstrate a minimum of ten (10) years' experience providing the types of services described within the Scope of Work of this Request for Proposals for public agencies.
3. Proposer shall not have a record of substandard workmanship, as verified by the City by communication with licensing authorities, former clients and references, and other means as the City deems appropriate.
4. Ability to provide Certificate of Insurance meeting the City's current insurance requirements.

IV. Proposal Requirements

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

Proposal Format

Proposals shall be typewritten with a standard body text font (e.g. Calibri, Times New Roman, Garamond) of at least 12-point. Proposals shall be preferably double-sided and stapled once or bound in the upper left-hand corner. The City requests that submittal materials contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled, such as PVC binders, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8½" x 11" sheet.

Proposals shall be organized in accordance with the listed Proposal contents and shall not exceed **10 total sheet (20 total pages)**. Supporting Information, as defined below, shall be provided in a separate section at the end of the Proposal, and not counted in the page limit requirements. A front cover sheet and one-page table of contents are not counted in the page limit requirements.

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

Introductory Letter

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

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

The letter of interest shall specifically stipulate the following statements:

"Proposer has received and examined, as part of the Proposal, Addenda No. ___ through ___. Proposer accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the Proposal."

"The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due."

"All materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become property of the City of Wilsonville, without restriction or limitation of future use."

Project Understanding

Proposals shall demonstrate the consultant's understanding of the Project by providing a clear and concise description of the Project, discussion of the anticipated primary issues and milestones, and identification of key stakeholders, based on the information provided in the RFP.

Project Approach

Proposals shall clearly define the tasks and activities necessary to meet the objectives outlined in the Scope of Work of the RFP. Each Proposer should demonstrate knowledge of the type of work requested, ability to solve the anticipated Project issues, and ability to offer innovative ideas. Proposer's ability to expeditiously complete the work should be made evident. The Proposal should include the following:

1. Describe overall approach to project management.
2. Describe Proposer's approach and methodology for preparing project cost estimates, including the services being solicited by the RFP, as well as the cost of permits, acquisitions, and construction.
3. Describe approach to organize and accomplish each of the tasks and activities of this RFP, including addressing the anticipated primary issues and milestones.

4. Identify Proposer's specific team members, including key sub-consultants, and resources assigned to each task and activity of the RFP.
5. Describe Proposer's approach to complete the tasks and activities of this RFP in a timely manner and control costs.
6. Describe Proposer's approach to unanticipated issues that may arise during the Project.
7. Describe Proposer's quality assurance and quality control procedures to be implemented on this Project.
8. Describe Proposer's approach and abilities to interact and engage stakeholders.
9. Identify and describe the deliverables that will result from each task and activity.
10. Identify key points of input and review with City staff.

Proposer's Experience

Proposals shall provide a brief work history of consultant's and any key sub-consultant's projects entailing the same type of work being requested. Emphasis should be placed on local projects for public agencies where possible. The Proposal should include the following:

1. Describe the consultant's and key sub-consultant's firm size, office locations, and relevant capabilities and resources to be utilized on this Project.
2. Describe consultant and key sub-consultants' work experience that correspond with the Project needs, as identified in this RFP.
3. Provide at least three (3) examples of projects completed by Proposer for public agencies within the last ten (10) years that best characterize Proposer's experience with the work being requested, work quality, and cost control, describing each by project name, type, location, and date.
 - Include the public agency name and the name, address, telephone number, and email of the current contact person for each project, where possible.
 - Identify what role, if any, each team member who is proposed for this City Project (see Project Team Experience, below) played in each listed project.
 - Identify original and final contract costs for each listed project. Explain any cost overruns and corrective actions taken.

Project Team Experience

Proposals shall identify the team to be assigned to the Project by name, describing each member's qualifications and experience with completed projects relative to the requested services, including expertise regarding all tasks associated with the Scope of Work. Each Proposal should include the following:

1. Identify by name and title the project principal, project manager, key staff, and any sub-consultants or subcontractors to be assigned to this Project.

2. Describe education, training, qualifications, registrations, certification, and relevant individual work experience of all key personnel, including sub-consultants, to be assigned to this Project.
3. Identify the Project roles and responsibilities of all key personnel.
4. Describe any attributes or expertise of key personnel uniquely situated for the requested services.
5. Describe the extent of principal and project manager involvement.
6. Describe current and anticipated assignments and location of key personnel, including percentage of time devoted to other projects during performance of this Project.
7. Estimate the percentage of time key personnel will be devoted to this Project for the duration of the Project, based on a 40-hour work week.

Project Schedule

Proposals shall include a proposed Project schedule identifying the duration and completion date of all tasks and milestones. The schedule should reflect the anticipated final completion date stated in the Scope of Work. If the schedule extends beyond the final completion date, the Proposal should include an explanation as to why the work cannot be completed within the proposed timeframe stated in the Scope of Work.

Supporting Information

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

V. Proposal Submission

Proposers shall submit three (3) copies of the Proposal and one (1) electronic copy on a USB drive, sealed in an opaque envelope, plainly marked “Request for Proposals – Brown Road Improvements,” and include the name and address of the Proposer. Proposals shall be addressed and submitted to the following location by **2:00 p.m., Pacific Time, on Tuesday, May 28, 2024.**

City of Wilsonville
Attn: Marissa P. Rauthause, PE
29799 SW Town Center Loop East
Wilsonville, OR 97070

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

VI. Proposal Evaluation and Selection

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

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

At any point during the evaluation process, the City is permitted to seek clarification of any Proposal. The City retains the right to accept any or no Proposal that is deemed to best fit the needs of the City.

Written Evaluation

Based on their evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

EVALUATION CRITERIA

Criteria	Maximum Score
Introductory Letter	Required
Project Understanding	10
Project Approach	30
Proposer's Experience	20
Project Team Experience	40
Project Schedule	Required
<hr/> Total	<hr/> 100 Points

In addition to the above weighted scoring criteria, feedback from provided references will also be considered and may be determinative in the selection process. References will not be scored but will be considered and may be a deciding factor.

Interview Evaluation

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

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

Successful Proposer Determination

The Proposer with the highest overall ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer. Depending on the number of Proposers and the point spread among Proposals, the Selection Review Committee may determine that an interview evaluation is needed to determine the Successful Proposer. Those Proposers selected for interviews will be based on the Proposals with the highest overall ranking.

If interviews are conducted, the Successful Proposer will be determined based on the adjusted post-interview score and ranking in accordance with the Evaluation Criteria. The Proposer with the highest overall adjusted ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

The City reserves the right to perform additional investigations of any Proposer, including communication with licensing authorities, former clients and references, and other means as the City deems appropriate, and may reject any Proposal upon finding a record of Proposer's substandard workmanship.

The Selection Review Committee shall determine the final ranking of Proposers, and the Committee's decision is final. Upon determination of the Successful Proposer and performance of additional investigations, the City will issue a Notice of Intent to Award letter notifying all Proposers of the City's selection of a Successful Proposer and protest procedures.

The City reserves the right to negotiate a final contract that is in the best interest of the City. With regards to the Professional Services Agreement, the City will only negotiate those provisions that were noted as Exceptions in the Proposal. The City will attempt to reach a final agreement with the Successful Proposer. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In the alternative, the City may at any time elect to reject all Proposals and begin the RFP process over.

After the City has reached final agreement with the Proposer, the Selection Review Committee will make a recommendation to the Wilsonville City Council, for contracts over \$100,000. The Wilsonville City Council will then make the final contract award decision.

Award Protest

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-048-0240. The protest must be in writing and submitted to:

City of Wilsonville
Attn: Marissa P. Rauthause, PE
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR

mrauthause@ci.wilsonville.or.us

Award protests shall include “Brown Road Improvements – Award Protest” in the subject line or written on the front of the envelope. The written protest must be received by the City no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

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

VII. Schedule

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

Advertise Request for Proposals	April 24, 2024
RFP Change Request Deadline	May 21, 2024, 5:00 p.m.
RFP Question Submission Deadline	May 21, 2024, 5:00 p.m.
Addenda Issuance Deadline	May 23, 2024, 2:00 p.m.
Proposals Due	May 28, 2024, 2:00 p.m.
Evaluation of Proposals Complete	June 4, 2024
Notice of Intent to Award	June 6, 2024
Award Protest Deadline	June 13, 2024, 5:00 p.m.
City Council Award	July 1, 2024, 7:00 p.m.
Notice of Award	July 2, 2024

VIII. Pre-Proposal Meeting

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

IX. RFP Documents

Request for Proposal (RFP) documents may be obtained at Wilsonville City Hall, located at 29799 SW Town Center Loop East, Wilsonville, Oregon 97070, or may be obtained electronically on the City's website RFP page at www.ci.wilsonville.or.us/rfps. The City of Wilsonville shall not be held responsible for the delivery of the documents. Request for Proposal (RFP) documents can be downloaded at www.questcdn.com, Project #9037585, or from the City of Wilsonville's website RFP page at www.ci.wilsonville.or.us/rfps. For any assistance with free registration or downloading, contact QuestCDN customer service at (952) 233-1632.

X. Project Manager

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

Marissa Rauthause, PE
Civil Engineer
Wilsonville Engineering Division

Contact at:
971-325-4080
mraithouse@ci.wilsonville.or.us

XI. RFP Questions

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

City of Wilsonville
Attn: Marissa Rauthause, PE
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR

mraithouse@ci.wilsonville.or.us

All questions shall include "Brown Road Improvements – RFP Questions" in the subject line or written on the front of the envelope and be submitted in writing by **5:00 p.m., Pacific Time, on Tuesday, May 21, 2024**. Questions and answers will be provided by email to all firms on the RFP holders list.

Access to the City's Project Manager for telephone calls, emails, or other communication will be unrestricted during the RFP preparation period up until **5:00 p.m., Pacific Time, on Tuesday, May 21, 2024**. During this time, Proposers are encouraged to ask as many questions as needed to prepare a viable Proposal. Questions submitted after **5:00 p.m., Pacific Time, on Tuesday, May 21, 2024** will not be addressed.

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

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

XII. General RFP Information

Changes to the RFP Solicitation by Addenda

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

All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.

No addenda will be issued later than **Thursday, May 23, 2024**, except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.

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

Confidentiality

All information submitted by Proposers (excluding profit and loss statements supplied for review of Proposer's _____, which should be marked confidential if the Proposer wishes it to be treated as such, and which shall remain the Proposer's property and be returned to Proposer) shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

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

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

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

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any

public record request for such information shall be at the Proposer's sole expense, if the Proposer wishes to deny or withhold the information.

Cancellation

The City reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

Late Proposals

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

Disputes

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

Proposer Certifications

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

1. Proposer has carefully examined all RFP documents, including the draft Professional Services Agreement (attached as Attachment A), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person

whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.

6. Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.

Proposer shall also certify Proposer's state of residence.

Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that ***the Proposer has not discriminated, and will not discriminate, against minorities, women, emerging small business enterprises, or business enterprises that are owned or controlled by or that employ a disabled veteran in obtaining any required subcontracts.***

Competition

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

RFP Protests and Change Requests

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

City of Wilsonville
Attn: Marissa Rauthause, PE
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR

mrauthause@ci.wilsonville.or.us

All change requests shall include "Brown Road Improvements – Change Request" in the subject line or written on the front of the envelope and be submitted, in writing, by **5:00 p.m., Pacific Time, on Thursday, June 13, 2024**. Each request for change must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the requested change and any proposed changes.

All protests shall include “Brown Road Improvements – RFP Protest” in the subject line or written on the front of the envelope and be submitted, in writing, by **5:00 p.m., Pacific Time, on Thursday, June 13, 2024**. Each protest must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the protest.

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

Proposal Liability

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

City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

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

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

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

Rejection of Proposals

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

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.

3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.
5. Failure to provide information that is specifically requested in this RFP.

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

City's Reservation of Rights

The City reserves the right to waive minor irregularities or omissions in compliance with the requirements of this RFP to the extent the Selection Review Committee and Project Manager determine it is in the best interest of the City to do so. The City also reserves the right to cancel this RFP at any time if it determines it is in the best interest of the City to do so. Therefore, by proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto.

Modification or Withdrawal of Proposal by Proposer

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

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

Duration of Proposal

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

Local and Federal Requirements

The City of Wilsonville intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Wilsonville.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations

and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

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

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Attachment A

Sample Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Brown Road Improvements Project (“Project”) is made and entered into on this ____ day of _____ 2024 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and _____, a(n) _____ [corporation/LLC] (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

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

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

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

AGREEMENT

Section 1. Contract Documents

This Agreement includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Engineering and Related Services Request for Proposals, dated May 2, 2024; Consultant’s Bid Submittal Form submitted in response thereto; and the provisions of Oregon Revised Statutes (ORS), as more particularly set forth in this Agreement. Consultant must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Consultant before proceeding with affected work. All Contract Documents should be read in concert and Consultant is required to bring any perceived inconsistencies to the attention of the City before executing this Agreement. In the event a provision of this Agreement conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Services

Consultant will perform the engineering services related to the design and coordination of urban upgrades to Brown Road from SW Wilsonville Road and SW Evergreen Drive, as more particularly

described herein and in the other Contract Documents (the “Services”). Consultant shall diligently perform the Services according to the requirements identified in the Contract Documents.

Section 3. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2026, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 4. Consultant’s Services

4.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or scope of work described in the Contract Documents given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant’s Project Manager will provide such written documentation.

4.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant’s reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant’s direction and control (“Force Majeure”). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing, but the City will not be responsible for any additional costs as a result of the Force Majeure event. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

4.3. The existence of this Agreement between the City and Consultant shall not be construed as the City’s promise or assurance that Consultant will be retained for future services beyond the scope of work described in the Contract Documents.

4.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant’s employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 5. Compensation

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Consultant on a time and materials basis, guaranteed not-to-exceed amount of _____ DOLLARS (\$_____) for performance of the Services (“Compensation Amount”). Any compensation in excess of the Compensation Amount will require an express written Addendum to

be executed between the City and Consultant. Consultant's Rate Schedule is set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

5.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the scope of work described in the Contract Documents, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit A**. Any additional services beyond the scope of work described in the Contract Documents, or any compensation above the amount shown in **Subsection 5.1**, requires a written Addendum executed in compliance with the provisions of **Section 18**.

5.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

5.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project, that are not specifically covered by the Contract Documents.

5.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

Section 6. City's Rights and Responsibilities

6.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

Section 7. City's Project Manager

The City's Project Manager is Marissa Rauthouse. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 8. Consultant's Project Manager

Consultant's Project Manager is _____. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 9. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 10. Duty to Inform

If at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Project or scope of work described in the Contract Documents, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

Section 11. Subcontractors and Assignments

11.1. Unless expressly authorized in **Exhibit A** or **Section 12** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City

shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

11.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

11.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 12. Consultant Is Independent Contractor

12.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 5** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

12.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit A**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 18** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

12.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 12** and meet the same insurance requirements of Consultant under this Agreement.

Section 13. Consultant Responsibilities

In addition to the responsibilities included in the Contract Documents, Contractor also agrees to the following, some of which may also be set forth in the Contract Documents:

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

13.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

13.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier

Section 14. Indemnity

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and

care described in **Subsection 14.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term “Consultant” applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant’s subcontractors, including their agents, employees, and suppliers.

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

Section 15. Insurance

15.1. Insurance Requirements. Consultant must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant’s activities or Services hereunder. Any and all agents or subcontractors with which Consultant contracts for any portion of the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant’s liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance of this Agreement:

15.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an “occurrence” form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

15.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this

Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

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

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

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

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

15.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from

its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

15.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 16. Early Termination; Default

16.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

16.1.1. By mutual written consent of the parties;

16.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

16.1.3. By Consultant, effective upon seven (7) days’ prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

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

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

16.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender

to the City items of work or portions thereof, referred to in **Section 20**, for which Consultant has received payment or the City has made payment.

Section 17. Suspension of Services

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

Section 18. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 5** of this Agreement, or changes or modifies the scope of work described in the Contract Documents or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 19. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 20. As-Builts/Property of the City

Consultant must provide redlined as-builts prior to Final Acceptance. As-builts should be provided in electronic format. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, tracings, maps, surveying records, mylars, modeling, data generation, papers, diaries, inspection reports, photographs, and any originals or certified copies of the original work forms, if any, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 21. Notices

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

To City: City of Wilsonville
Attn: Marissa Rauthause, Civil Engineer
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: _____
Attn: _____

Section 22. Miscellaneous Provisions

22.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City’s sole discretion, will apply.

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

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

22.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer

and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

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

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

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

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

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

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

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

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

days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY:

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

Stephanie Davidson, Assistant City Attorney
City of Wilsonville, Oregon

#242360
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