



City of **SHADY COVE**

small town, BIG ADVENTURES

CITY OF SHADY COVE INSTRUCTIONS TO PROPOSERS FOR MISCELLANEOUS ENGINEERING SERVICES, ALONG WITH PLANNING SERVICES AND GRANT MANAGEMENT SERVICES

GENERAL INSTRUCTIONS

The City of Shady Cove invites qualified individuals or firms to submit a proposal to provide for miscellaneous engineering services, along with planning services and grant management services as set forth in this Request for Qualifications (RFQ). All proposals are subject to the provisions and requirements of the City of Shady Cove Rules of Local Contract Review, the Oregon Revised Statutes, and the Attorney General's Model Public Contract Rules.

PROPOSAL PACKAGE REQUIREMENTS

Your RFQ package must not exceed twenty (20), 8.5-inch by 11-inch pages. If the page is double-sided then it shall count as two pages. The RFQ, at a minimum, shall include the following:

1. Cover Letter. All RFQ packages must include a cover letter, made to the attention of Michele Parry, City Administrator, and signed by a person legally authorized to bind the applicant to its Proposal. At a minimum, the cover letter must include the following items:

- a. The firm name.
- b. The names of local partners/principals and the number of local personnel.
- c. Address and telephone number of the firm.
- d. Contact information, including an email address, of the person(s) who are authorized to represent the proposer.

2. Personnel. All RFQ packages must include the following information related to key personnel who will be working on this project.

- a. The names of the partners, managers and other key staff personnel who will be assigned to the projects along with brief resumes that indicate their experience in municipal civil engineering, planning, and/or grant management.
- b. An organizational chart including sub consultants (if applicable).

3. References. All RFQ packages must include the following information related to the references and qualifications relative to the scope of work associated with this RFQ.

- a. List of Oregon local government jurisdictions your firm is currently providing engineering services for or has provided engineering services for within the last five (5) years. References must include a point person and contact information.
- b. Relevant Project Summary/Profile Sheets. At a minimum, the sheets shall provide a brief description of the project, provide date design was completed, provide date construction was completed, provide owner information, and contact person. Projects presented must have been completed within the last five (5) years.

BACKGROUND AND SCOPE OF WORK

MINIMUM QUALIFICATION

Proposer must meet the following minimum requirements:

- a. Be a licensed civil engineer in the State of Oregon.
- b. Demonstrate experience with public sector engineering of similar size and scope of the services being requested.

EVALUATION CRITERIA – Miscellaneous Engineering Services

General (25%): Evaluations will be performed to determine the consultant's understanding of the work to be performed, overall approach to the project, and ability to explain details to staff. Consideration will be given as to the consultant's ability to respond in an expeditious manner to service calls.

Personnel Qualifications, Project Organization, Experience, and Commitment Criteria

(25%): Submittals will be evaluated considering the consultant's technical, managerial experience, and qualifications to work on the project.

References (25%): Evaluation of references and project summaries such that they are representative of the scope and size of work presented in RFQ.

Relevant Past and Present Performance Criteria (25%): Assessment of the consultant's past and present performance will be evaluated relative to the capability to meet the performance requirements. Additionally, quality of service, customer satisfaction, cost control and timeliness of past and present projects will be evaluated.

BACKGROUND

The City of Shady Cove is a river town in Southern Oregon, located approximately 20 miles north of Medford on the way to Crater Lake. As the largest City in Oregon without a municipal water system, Shady Cove is actively pursuing the development of a water system that will provide clean, safe, and reliable water to the community. The City is also in the process of developing a new park, which will serve as a central gathering place for the community. The City desires help with not only design and engineering, but also strategic and long-range planning activities related to developing well planned, sustainable infrastructure – including methods and processes needed to fund the development and maintenance of needed infrastructure. The City has created this RFQ as a way to hire a qualified consultant to assist the City with these infrastructure projects.

SCOPE OF WORK

This list provides typical examples of work to be assigned. The services to be provided will be selective and as determined by the City Administrator. As specific work is requested by the City, the City will assign a project name that will be utilized by the selected firm on all plans, reports, correspondence, etc. The selected firm shall provide the City with a scope, fee, and schedule for approval prior to commencing on work. The successful proposer must demonstrate that they can effectively communicate with City Staff, work in a team like manner, and provide engineering services that satisfy the scope and is in the public's best interest. The successful proposer must also show that the project deliverables can be provided on time and within budget. Anticipated work and/or projects that may occur under this contract are included but not limited to:

- Planning, design and construction management for stormwater projects, which include water quality components.
- Planning, design and construction management for streets.
- Planning, design, and construction management for water system improvements.
- Planning, design, and construction management for other capital projects e.g., parks and parking infrastructure.
- Consultation on City building projects.
- Consultation on Urban Renewal and other methods for redeveloping blighted areas.
- Consultation on grant and other funding opportunities related to infrastructure development.
- On-call consulting for various City infrastructure systems and policies.
- As necessary, attend City meetings, public hearings and conferences with funding and regulatory agencies.
- Provide development review and third-party review services.
- Coordinate meetings with City Staff, other agencies, and developers and their consultants.
- Infrastructure systems analysis related to particular development proposals.
- Review of plans for road, sewer, storm drainage, geotechnical, grading and other improvements for conformance to City Standards and accepted engineering practices for subdivisions and building projects.
- Occasional construction inspections of installation of road, sewer, storm drainage, water and other improvements for conformance to City Standards and accepted engineering practices for subdivisions and building projects.
- Review of systems and documents to provide consultation for compliance with DEQ requirements.
- Provide technical analysis for compliance with local, state, and federal requirements regarding stormwater treatment.

The City of Shady Cove specifically reserves the right, in its sole discretion, to preapprove or request reassignment of staff assigned to work at the City of Shady Cove as best fits a project and/or request specific certification or licensing of staff to be assigned a task.

It is anticipated that with each individual project a scope, deliverables list, and schedule will be provided. The successful proposer should anticipate that the City will request deliverables in one of the above referenced electronic formats, as well as hard copies. Deliverables will be determined on a project-by-project basis.

Resources to Be Provided: The successful proposer shall enter into an agreement with the City. The City has provided this agreement/contract language for review, located at the end of this RFQ. **If there is language in the City's Professional Service Agreement that the successful proposer would like omitted or modified, changes can be submitted prior to finalization of the contract. Additionally, if there are insurance requirements that the successful proposer would like to discuss or see amended those can also be reviewed**

prior to contract authorization. If no requests are made on or prior to this date, then it shall be assumed that the contract language and minimum insurance requirements are agreeable.

GENERAL INFORMATION

Interviews: Proposers *may* be invited to an interview with the City's Selection Committee. Selected proposers will be contacted regarding time and location of an interview, per the schedule in this RFQ.

Compliance with Rules: Proposers responding to this RFQ must follow its procedures and requirements. Except as otherwise provided in the RFQ, applicable provisions of Oregon Administrative Rules Chapter 137, Division 47 shall apply to all professional service contracts of the City. Failure to comply with or complete any part of this RFQ may result in rejection of your Proposal.

Request for Additional Information: Proposers may submit questions or a request for additional information. All questions and/or requests must be submitted either by mail or email:
City of Shady Cove
Attn: Michele Parry
City Administrator
P.O. Box 1210
Shady Cove, Oregon 97539
mparry@shadycove.org

All requests for additional information, must clearly reference the "RFQ for Miscellaneous Engineering Services". All requests must be received no later than 1:00 PM PST on February 14, 2025.

The responses to the requests will be made available at the City's website: www.shadycove.org per the schedule in this RFQ. Hard copies can be mailed upon request and may require a fee for copying and delivery.

Proposal Withdrawal: Any Proposal may be withdrawn at any time before the "Proposal Due Date" and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the agency shall make the request. Withdrawal of a Proposal will not preclude the proposer from filing a new Proposal prior to the scheduled deadline.

Appeals: Bidders who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the City Administrator's Office within five (5) working days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g., scoring by evaluators, is not subject to appeal.

Address: City of Shady Cove
Attn: City Administrator
P.O. Box 1210
Shady Cove, Oregon 97539

Ownership of Documents: Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

Confidentiality of Information: All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

Public Record: All Proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award is contract is issued. Except for exempt materials, all Proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

Indemnity: The Engineer of Work shall hold harmless, indemnify, and save the City, its officers, Employees, and agents, from any and all liability claims, losses, or damages arising or alleged to arise from the performance of the work described herein to the extent of any negligent act or omission of the Engineer of Work or any of its agents, employees or representatives. The indemnity applies to either active and passive acts or other conduct.

Employment Status: Consultant shall perform the work required by this contract as an independent consultant. Although the Owners reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the Owners cannot and will not control the means or manner of the Consultant's performance. The Consultant is responsible for determining the appropriate means and manner of performing the work.

Consultant represents and warrants that the Consultant is not an employee of the City of Shady Cove and meets the specific independent consultant standards of ORS 670.600. Consultant is not an officer, employee, or agent of the Owners as those terms are used in ORS 30.265.

Consultant shall be responsible for any federal or state taxes applicable to any compensation or payments paid to Consultant under this contract and, the Owners will not withhold from such compensation or payments any amounts to cover Consultant's federal or state tax obligations. Consultant is not eligible for any Social Security, unemployment insurance, or Workers Compensation, from compensation paid to Consultant under this contract except as a self-employed individual.

Insurance: The insurance requirements for this project are rated as a Level 4. Level 4 Insurance Requirements are for professional services over \$50,000.

Any company or individual performing work for the City or hosting a special event on City property shall be required to provide proof of insurance to the City per applicable insurance level.

1. General Liability shall be a per occurrence form and must cover the time for which the work/event/contract is being performed/held.
2. Proof of insurance of not less than the amount required is to be provided. Limits shown in the requirements are a minimum per occurrence limit.
3. If the City is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this statement shall be superseded by such limits.
4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the company or individual performing work/hosting event assumes full responsibility for the payment of such claim.
5. Waivers of the policy limits or provisions in this policy must be approved by the City Manager, City Attorney. Insurance policy limits may also be required to be higher based upon the City's review of the specific application for which insurance is required.
6. "Tail Coverage": If any of the required liability insurance is on a "claims made" basis, RFQ for recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage,

provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:

- a Recipient's completion of all services and the City's acceptance of all services required under the Contract/Agreement; or,
- b The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.

7. Definitions:

Commercial General Liability: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

Professional Liability: To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

Automobile Liability: To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

Umbrella Liability: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies.

Umbrella policies provide three functions:

- (1) To provide additional limits above each occurrence limit of the insured's primary policies;
- (2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and,
- (3) To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown.

If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown.

9. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract/Agreement and shall be provided to the City with endorsement(s) indicating that the

Commercial General Liability insurance coverage is in effect which shall be primary and non-contributory with any insurance maintained by the City.

For construction contracts, a per project aggregate (form CG 2503 05/09 or equivalent) shall also be required.

In all situations, the City shall be included as an additional insured under the commercial general liability, automobile liability, and umbrella liability policies as applicable.

As applicable, a waiver of subrogation under the workers' compensation and commercial general liability policies shall also be provided.

Copies of such endorsements or coverage enhancements shall be attached to the certificate(s) provided to the City and will become a part of the Contract/Agreement.

Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

Level 4 Insurance Requirements:

Professional services contracts/agreements over \$50,000:

Commercial General Liability	\$ 1,000,000
Professional Errors and Omissions Liability	\$ 2,000,000
Workers' Compensation (Statutory Limit Employer's Liability)	\$ 500,000
Umbrella/Excess Insurance	\$ 2,000,000
Automobile Liability	\$ 1,000,000