

CITY OF MILL CITY, OREGON

Request for Proposals

City of Mill City

Storm Drainage Master Plan Update

May 2022

SUBMIT PROPOSAL TO:

City Recorder Stacie Cook
City of Mill City, Oregon

444 S. 1st Avenue
PO Box 256
Mill City, OR 97360
(503) 897-2302

PROPOSALS DUE: June 9, 2022 at 2:00 PM

PROPOSAL ADVERTISEMENT

Request for Proposals

City of Mill City Storm Drainage Master Plan Update

RESPONSE DUE -- Thursday, June 9, 2022 BY 2:00 PM

The City of Mill City, Oregon is requesting proposals from qualified engineering firms with established experience in preparing Storm Drainage Master Plan documents for similarly sized municipalities within the State of Oregon. The primary project elements include:

- Prepare a Storm Drainage Master Plan for the City of Mill City, Oregon.
- Plan for stormwater management, detention, retention and water quality requirements in order to comply with existing and future regulatory standards.
- Evaluate the existing storm drainage facilities within the City of Mill City Urban Growth Boundary, including system condition, current capacity, and future capacity requirements, including recommendations for projects to meet existing and future needs.
- Recommend an annual operations and maintenance program.
- Prepare a Capital Improvements Plan for the surface water collection system that prioritizes natural infrastructure projects.
- Develop a financing plan for the on-going maintenance of the storm drainage system and construction of future improvements, including recommendations for a monthly storm drainage user charge and a storm drainage systems development charge.

All contracts and subcontracts awarded as part of the Project shall comply with requirements as set forth by Business Oregon, Oregon Department of Environmental Quality and Bureau of Labor and Industry. Selection of the qualified consultant will be in accordance with Oregon Administrative Rules (OAR) 137-048-0220 and as set forth in the Request for Proposal (RFP) and includes criteria such as, but not limited to: project understanding and approach, similar project experience, experience of proposer's key staff, and demonstrated ability to complete successfully similar projects on time and within budget. Consultants responding to this RFP do so solely at their expense, and the City is not responsible for any consultant expenses associated with the RFP.

The selected firm(s) must demonstrate the ability to provide a majority of the services required and clearly identify those services which will need to be provided by a sub-consultant. The City will select a consultant on a qualification-based criteria for the services identified.

Sealed proposals will be received until 2:00 PM on Thursday, June 9, 2022 at the Mill City City Hall located at 444 S. 1st Avenue, Mill City, OR, 97360. All proposals shall be marked "Attention: Stacie Cook, City Recorder RE: Storm Drainage Master Plan RFP" Facsimile proposals will not be accepted. Proposals received after the time set for submission will not be considered responsive, and proposals may not be removed after the time of submission.

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Exhibit A - Statement of Qualifications

Exhibit B - Sample Professional Service Agreement

1 GENERAL INFORMATION

1.1 BACKGROUND

The City of Mill City, OR, is located approximately 30 miles southeast of Salem, straddling the border of Linn and Marion Counties in the North Santiam Canyon. The City is a Designated Management Agency (DMA) responsible for implementing strategies to reduce pollution loading into the North Santiam River in accordance with Total Maximum Daily Load (TMDL) requirements. The City's most recent 5-Year TMDL action plan was approved by Oregon Department of Environmental Quality (DEQ) in 2018 and outlines pollution control strategies the City will implement to reduce temperature, bacteria and mercury loading in the North Santiam River and tributaries. The highest priority strategies in the City's 5-Year TMDL plan include completing and adopting an updated Storm Drainage Master Plan (SDMP).

The current *Mill City Storm Drainage Master Plan* (2007 by Westech Engineering, Inc.) identifies storm drainage system deficiencies in multiple storm basins which discharge directly to the North Santiam River. In most areas of Mill City, storm drainage facilities either (1) do not exist, (2) are undersized, (3) do not meet detention or water quality standards, (4) are inadequate to handle major storms or (5) discharge to outlets near the North Santiam River with no water quality structures.

The City of Mill City has received a \$2.9 million grant from Business Oregon to prepare a Storm Drainage Master Plan and construct Phase 1 storm drainage capital improvements. All projects funded with the grant must be completed by September 2026. The preparation and adoption of a new Storm Drainage Master Plan is the first element of the project.

1.2 INVITATION

The City of Mill City is requesting proposals from firms (hereinafter referred to as the "Consultant") qualified and interested in providing professional engineering services to the City for the Storm Drainage Master Plan Project (hereinafter referred to as the "Project").

This Request for Proposal (RFP) contains the necessary information to understand the basic scope of work and responsibility, the consultant selection process and the required documentation in submitting a proposal. The RFP documents may be obtained via the City's website at: <https://www.ci.mill-city.or.us>

1.3 RESPONSES TO PROPOSALS

All responses to this proposal request must follow the directions stated within this RFP. Adherence to these rules will ensure a fair and objective analysis of the proposals. Proposals should be prepared simply and economically. Special bindings, colored displays, promotional materials, etc., are not necessary. Emphasis should be on completeness, brevity and clarity of content.

1.4 SCHEDULE

Action	Location	Date	Time
Solicitation Advertisement		May 5, 2022	
Optional Pre-Proposal Meeting & Site Visit	City Hall, 444 S. 1 st Ave Mill City, OR	May 19, 2022	10:00 am
Pre-Proposal Questions Due		May 26, 2022	4:00 pm
Responses to Pre-Proposal Questions Distributed by City		June 2, 2022	
Proposals Due	City Hall, 444 S. 1 st Ave Mill City, OR	June 9, 2022	2:00 pm
Interviews (if held)	City Hall	June 14-23, 2022	
Selection Committee Recommendation		June 24, 2022	
Contract Negotiations with Successful Proposer		July 8, 2022	
Notice of Intent to Award Contract		July 11, 2022	
Challenge Period Expires		July 18, 2022	
City Council Approval of Contract		July 26, 2022	
Begin Contract (Estimated)		August 1, 2022	
Project Completion (Estimated)		March 1, 2024	

*These dates are approximate and subject to change at the sole discretion of the City.

1.5 ISSUING OFFICE

All correspondence pertaining to this RFP should be directed to Stacie Cook, City Recorder, 444 S. 1st Avenue, PO Box 256, Mill City, OR 97360, scook@ci.mill-city.or.us (503)897-2302.

1.6 PROPOSAL WITHDRAWAL

Any proposal may be withdrawn at any time before the "Proposal Due" date and the time specified in Section 1.4, Schedule, by providing a written request for the withdrawal of the proposal to the City. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal on this or future projects. Proposals cannot be withdrawn within thirty days (30) after the proposal due date.

1.7 REJECTION OR ACCEPTANCE OF PROPOSALS

The City may reject or accept any or all proposals or parts thereof, submitted in response to this RFP. The City expressly reserves the following rights to:

- a. Disregard any or all irregularities in the proposals
- b. Reject any or all proposals or portions thereof upon finding it is in the public interest to do so
- c. Base award with due regard to the quality of services, experience, compliance with the RFP, and other factors as may be necessary under such circumstances
- d. Reject all proposals and re-advertise at the City's sole discretion
- e. Selection of Consultant

An evaluation committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each committee member will evaluate each proposal in accordance with the Content and Evaluation Criteria listed below and detailed at greater length in Section 3. The evaluation committee may seek outside expertise, including but not limited to, input from technical advisors, to assist in the evaluation process.

The successful Consultant shall be selected by the following process:

1. An evaluation committee will be appointed to evaluate submitted written proposals
2. The committee will score the written proposals based on information submitted according to the evaluation criteria and point factors
3. A short list of consultants, based on the highest scores, may be selected for interviews
4. Final scores, based on the same evaluation criteria, will be determined

Content and Evaluation Criteria	Maximum Pages	Maximum Score
1. Introductory Letter	2	5
Mandatory Exhibit A – Statement of Qualifications	-	Pass/Fail
2. Project Understanding & Approach	5	30
3. Project Schedule	1	5
4. Management & Quality Control	2	10
5. Project Examples	10	10
6. Project Team & Organization	4	30
7. Proposal Clarity	-	10
Totals	24	100
Interviews (if held)		100
Totals		200
Appendix: Attach resumes for key staff / team members as an Appendix to the proposal (no more than 2 pages per resume). The resumes will not count toward the maximum # of pages.		

Qualifications-Based Selection:

As a matter of a qualifications-based selection (QBS) the City will attempt to reach a final agreement with the highest scoring Consultant. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring consultant and may continue on, in the same manner, with remaining Consultants until an agreement is reached.

Review:

Following the Notice of Intent to Award, Consultants not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

Protest of Contract Awards:

Protests may be submitted to the City Recorder only for formal solicitations resulting in contract(s) only from those Consultants who would receive the contract if their protest was successful.

Protests must be in writing and received by the City Recorder within seven (7) calendar days, UNLESS OTHERWISE NOTED, following the issue date of the City's Notice of Intent to Award. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was miss-scored or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest and a statement of the form of relief requested. Protests received later than specified or from other than the Consultant who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The City Recorder may waive any procedural irregularities that had no material effect on the selection of the proposed contractor, invalidate the proposed award, amend the award selection, request the evaluation committee re-evaluate any proposal or cancel the solicitation and begin again to solicit new proposals. The City Recorder shall create a written opinion on the protest and forward the opinion to the City Council for further action. In the event that the City Council returns the matter to the evaluation committee, the City shall issue a notice canceling the Notice of Intent to Award.

Decisions of the City Council are final and conclude the administrative appeals process.

1.8 INSURANCE

Provide Commercial General Liability, Automobile, and Professional Liability Insurance as described in Exhibit B, Sample Contract Document.

1.9 EXECUTION OF CONTRACT

It is anticipated that the total cost for design services will need to be approved by the City Council. The contract should be signed within a week of Council award of the contract.

1.10 PUBLIC RECORDS

Any materials submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Consultant, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information which the proposers do not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of the RFP, each page containing confidential information should be clearly marked "NOT FOR PUBLIC DISCLOSURE CONFIDENTIAL TRADE SECRETS." The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and any claims arising out of any public record request for such information shall be at the proposer's expense.

1.11 RECYCLED PRODUCTS STATEMENT

Proposers shall use recyclable products to the maximum extent economically feasible in the preparation of the proposals, and the selected proposer shall continue the same practice in the performance of the contract work in accordance with ORS 279B.270.

1.12 FEDERAL/STATE/LOCAL REQUIREMENTS

The selected proposer shall comply with all Federal, State and local laws, regulations, executive orders and ordinances applicable to the work under this contract. In addition, the proposers agree to comply with:

1. Title VI of the Civil Rights Act of 1964;
2. Section V of the Rehabilitation Act of 1973;
3. The Americans with Disabilities Act of 1990 and ORS 659.425;
4. All regulations and administrative rules established pursuant to the foregoing laws and;
5. All other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations

Proposer 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's programs, services, employment opportunities and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability or political affiliation.

1.13 PAYMENT

The City will pay the Consultant under contract for services performed based on the approved rates, the scope of work completed and anticipated reimbursement expenses. The City will make monthly progress payments within thirty (30) calendar days following receipt of properly itemized invoices.

Payment for extra work not described in the scope of services will only be made when authorized in advance and in writing by the City's Project Manager prior to such work being performed by the consultant.

If the Consultant anticipates that the fee is going to surpass the not-to-exceed figure because a task has changed and is outside the scope, the Consultant shall notify the City in writing of the circumstances with an estimated amount that the fee is to be exceeded. The Consultant shall obtain written permission from the City before exceeding the not-to-exceed fee amount. If the consultant does work that exceeds the maximum fee amount prior to obtaining the written permission, the Consultant waives any right to collect that exceeding amount.

1.14 INCURRED COSTS

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

2 SCOPE OF WORK

2.1 INTRODUCTION

The City of Mill City (City) is seeking high quality and responsible services from a qualified and experienced firm (Consultant) to prepare the City of Mill City Storm Drainage Master Plan (Plan).

2.2 TERM OF SERVICE

The contract resulting from this Request for Proposals (RFP) shall be for a period of approximately 18 months, commencing on July 1, 2022.

2.3 SCOPE OF WORK

The previous Storm Drainage Master Plan was completed in 2007. The adopted plan evaluates two storm drainage basins out of a total of 13 drainage basins in the community. City Engineer John Ashley, Ashley Engineering Design, prepared a storm basin analysis of the 1st Avenue South basin in 2015. The 2007 plan and amendments recommend storm sewer and storm drainage system improvements for the three sub-basins that were studied, but do not evaluate or recommend improvements for the remaining basins.

In the wake of the 2020 Beachie Creek Fire, Mill City officials concluded that an updated Storm Drainage Master Plan is needed. In 2021 and 2022, developers proposed several housing projects for fire victims, canyon residents, and to provide needed housing for local employers. The City anticipates 250-350 new housing units will be built in the community over the next 5-7 years. Developers are looking at developing vacant parcels in various areas of the City, which include many areas without storm drainage infrastructure or plans for future storm drainage facilities.

The Plan will evaluate all basins within the City and will recommend priority storm drainage improvements to detain, retain, carry and infiltrate stormwater runoff within the City before discharging through existing outfalls into local streams and the North Santiam River. The Plan will address future needs for surface water collection, infiltration, water quality treatments, detention, and discharge. The Plan will also include strategies to implement Mill City's TMDL Action Plan.

The existing Plan does not have accurate maps of the storm drainage facilities owned and operated by the City of Mill City, Marion County Public Works, Linn County Roads Department and the Oregon Department of Transportation. One of the Consultant’s tasks will be to inventory the existing storm drainage systems and prepare accurate maps of existing facilities.

Task 1 – Project Management

1.1 Project Administration

Consultant shall provide a Project Administration Plan to direct, coordinate, and monitor the activities of the project with respect to budget, schedule, and contractual obligations. The Project Administration Plan shall be updated on a biweekly basis and submitted to the City.

1.2 Coordination Meetings

Consultant shall provide a minimum of monthly conference calls and/or meetings between the Consultant, City personnel, and additional external partners at the City’s discretion to review project progress, discuss project challenges and findings, and review early study results. Consultant shall ensure that the City personnel, Consultant team members, and other external partners supporting the Plan maintain a shared understanding regarding study direction, objectives, and deliverables.

1.3 Quality Assurance and Quality Control Review

Consultant shall conduct internal Quality Assurance and Quality Control meetings and follow-up with technical experts as necessary during the course of the project. Quarterly updates on QA/QC work performed by the Consultant shall be provided to the City in writing.

1.4 Agency and Jurisdiction Coordination

Consultant shall coordinate with state agencies (DEQ, ODOT) and county jurisdictions (Marion, Linn) on their current stormwater infrastructure, drainage concerns, and anticipated capital improvements within Mill City UGB.

Task 2 – Data Gathering

2.1 Kickoff Meeting and Project Overview

Consultant shall initiate the project kickoff meeting within 3 weeks of contract execution. Consultant shall prepare an agenda for the kickoff meeting, invite necessary attendees, collect data, provide a list of key questions they have about the project or stormwater system conditions, and discuss the schedule of the project.

2.2 Conduct Interviews

Consultant shall conduct interviews with City personnel familiar with the surface water collection system to collect information on the operation and maintenance of the system and any known deficiencies. Additional interviews may be necessary with external partners (i.e., county and state regulatory staff) supporting anticipated land use changes, planned public housing developments, and

the overall watershed and water quality of the North Santiam River. Consultant shall make site visits with City personnel to specific facilities and planned developments if necessary. The following is a list of City employees that have been identified to help answer questions and provide information about the surface water collection system:

- Stacie Cook - City Recorder
- Russ Foltz, Public Works Supervisor
- City Engineer John Ashley, Ashley Engineering Design
- David Kinney, Planning Consultant
- Add other relevant staff or expert stakeholders selected by the City

2.3 Collect and Review Current Data

Consultant shall submit a list of information to be collected and provided by the City. The provided information shall be reviewed by the Consultant to determine if it is sufficient for completion of the project objectives. If the information is not sufficient, the Consultant shall suggest alternatives.

2.4 Mapping & Data Compilation

Consultant shall prepare a map of the existing storm drainage facilities within the Mill City UGB. Where known, the map shall identify the drainage facility, type of pipe, size, flow direction, age, condition, and agency responsible for operation/maintenance.

Consultant will provide the City with one hard copy (E-size sheet) and an electronic copy (.pdf format) of as-built drawings of storm drainage facilities obtained from various agencies: Linn County, Marion County, ODOT and the City of Mill City. The electronic copy shall have a searchable format.

Task 3 – Hydraulic Model

Consultant shall create a storm drainage model of the City's existing stormwater basins and drainage systems with sufficient detail to:

- Identify hydraulic constraints;
- Predict pipe flows;
- Predict channel and conduit overflows; and
- Quantify the effects of detention, infiltration, water quality treatments, surcharge storage and overflow flood storage.

Identify any open channel and overland flow reaches, for the purpose of system modeling, which feed drain, or connect drainage structures. This may require data from the Consultant to obtain data for flows into and out of the City. Collect field data necessary for modeling. Provide a table for any data collected, listing relevant reaches and their respective modeling characteristics

Execute the model based on existing and future buildout conditions for a series of 24-hour rainfall events including, but not limited to 2-, 10-, and 25-year events. Past major floods (1964 and 1996) were rain-on-snow events due to atmospheric river rainfall. Developing and executing modeling for

rain-on-snow events is not required in task 3, but is desired. Identify trouble spots according to the criteria developed above.

Identify locations for facilities that show potential strategic value as detention, water quality, or controlled surcharge flood storage areas based on geography, ownership, capacity, land value and development potential.

Task 4 – Retrofit Analysis

Consultant shall evaluate the opportunities to incorporate water quality retrofits to any component of the existing storm drainage system and list the recommended retrofit projects in the Capital Improvement Plan (CIP). Include a cost and ranking in the CIP.

Task 5 – Underground Injection Control Analysis

Consultant shall inventory and analyze existing Underground Injection Control (UIC) systems for compliance with the required separation distance to groundwater. Provide remedies to bring existing UIC's into compliance. Add the compliance measures to the CIP as a project for ranking and funding.

Task 6 – Storm Drainage System Condition Assessment

Consultant shall develop a database to assess the condition of the City's surface water collection system. The database shall separate the City's surface water collection system into segments, such as detention facilities, natural infrastructure, pipes, catch basins, and UIC's. Consultant shall develop a rating system to apply to the Stormwater collection system segments. The rating system would be used to rank each segment based on highest priority of replacement or repair. The rating system would be a numerical points system based on items such as:

- Increase capacity
- Existing deficiencies (number of repairs, condition, etc.)
- Years left in expected life cycle
- Condition of curb & gutter streets and streets overlapping stormwater system

Consultant shall design the database to be clear and simple for City personnel to update on an annual basis. The City will use the database to determine priority for capital maintenance projects for each fiscal year.

The consultant shall also review system deficiencies with regard to Mill City's TMDL Action Plan and make recommendations for possible retrofit projects, if required.

Task 7 – Mill City Comprehensive Plan Review

Consultant shall review and identify applicable chapters of the Mill City Comprehensive Plan. Consultant shall recommend changes to the Comprehensive Plan based on the results of the Stormwater Master Plan. Recommended changes shall be in narrative form (estimated length of 3 to

5 pages) and Master Plan map for inclusion in a future Comprehensive Plan update under the Capital Facilities Chapter. Consultant may be asked to assist City personnel with writing brief staff reports and providing supporting data as needed to supplement the narrative for amending the City's Comprehensive Plan.

Task 8 – Capital Maintenance and Operations Assessment and Recommended Maintenance Program

Consultant shall identify projects determined as part of Task 6. The projects shall be grouped by anticipated year for construction and the estimated annual costs summarized. Recommendations on cost-effective strategies to fill capacity gaps between existing City staff levels identified in task 8 and anticipated maintenance tasks shall be provided.

Consultant shall perform an analysis of the City's staffing levels. The analysis shall determine the Stormwater Operations, Engineering, and Administration staffing level necessary to adequately maintain and manage the City's planned surface water collection system. External capacity sources including public and nonprofit programs as well as for-profit maintenance services will be reviewed if City staffing analysis identifies capacity gaps. Consultant shall draw comparisons from other nearby cities with similar sized surface water collection systems, maintenance programs, and population. The Consultant will recommend an annual storm drainage maintenance program, identify work to be performed by public works staff and/or external contractors and provide estimated annual costs for the maintenance activities.

Task 9 – Capital Improvements Plan

Consultant shall group identified improvements into projects with planning level cost estimates of $\pm 20\%$ accuracy prepared for each project. Consultant shall develop a Capital Improvement Plan (CIP) for the surface water collection system including replacing/upgrading existing facilities, new facilities to serve existing developed areas, and new facilities to serve areas of anticipated development. To reduce the need for additional or larger outfalls, priority should be given to projects such as natural infrastructure which will infiltrate, slow down, and detain stormwater flows. Any improvements at the outfalls such as riparian restoration, pipe replacement, stabilization, or erosion control should take into account regulatory and permitting considerations. Cost-effective improvements which provide additional benefits to Mill City residents including environmental, public health, recreation amenities, and neighborhood beautification are recommended for consideration.

The City of Mill City has approximately \$2.8 million available in an ARPA funded grant from Business Oregon to design and construct 1st priority storm drainage facility improvements. The grant agreement was signed by the City in April 2022. The grant covers the preparation of the Storm Drainage Master Plan and construction of Priority 1 capital improvements. Projects funded with the grant must be completed by September 2026.

The improvement projects will be prioritized in order of importance and suggested dates for construction will be assigned over a 20-year period. A set of recommendations will be provided for projects prioritized for immediate implementation using the grant funds. Associated cost estimates will be provided in 2022 dollars.

The City intends to proceed with the design of the Priority 1 capital improvements as soon as practical. The engineering services agreement will include a provision that the City may execute a Contract amendment to have the Consultant proceed with design, bidding and construction management for Priority 1 capital improvements.

Task 10 – Update Public Works Design Standards

Perform a review of Mill City’s current Public Works Design Standards (1998) and standards from analogous cities, Marion County, and Linn County. Incorporate findings and recommendations as an update to Mill City’s Public Works Design Standards.

The Public Works Design Standards shall address Best Management Practices for management of storm drainage on private development sites. The City anticipates the BMPs will include the updated PWDS will include standards for rain gardens, infiltration trenches, detention and retention facilities.

Task 11 – Financing Plan & Rate Studies

Consultant shall develop a Financing Plan evaluating funding mechanisms, Storm Drainage System Development Charge and Storm Drainage Monthly User Charge (individually or in combination), for recommended capital improvements and/or the operations, maintenance, and management of Mill City’s Storm Drainage system over a 20-year period.

11.1 Storm Drainage System Development Charge Update

Consultant shall recommend a new Storm Drainage System Development Charge (SDC), including improvement, reimbursement, and administrative fees, in accordance with State of Oregon SDC statutes. Consultant shall provide a brief decision matrix and recommendation in deciding which stormwater SDC methodology will best meet the needs of the City. As part of the methodology evaluation, Consultant shall review and evaluate the latest SDC methodology recommendations with City staff as well as relevant Planning Board and Council members to determine if any may be of benefit to the City.

Consultant shall compile the SDC project list, including project costs, using the Capital Improvements Plan of Task 9 and input from City personnel. Consultant shall calculate the improvement fee by determining the cost of the capacity increasing portion of each project in the 20-year priority list.

Consultant shall calculate the amount of eligible unused capacity which will exist in the Storm Drainage System after ARPA-funded capital improvements have been implemented using hydraulic modeling, City asset information, policy information from the Storm Drainage Master Plan, and input from City personnel. Consultant shall use the value of the unused Storm Drainage System capacity to calculate the reimbursement fee.

Consultant shall calculate the administrative portion of the SDC in accordance with State of Oregon SDC statutes and input from City personnel.

11.2 Storm Drainage Monthly User Charge Study

Consultant shall perform a cost of Storm Drainage service study and recommend a Storm Drainage Monthly User Charge (stormwater utility rate) structure that is easy to administer and understand. The recommended rate structure shall be consistent with industry practice for utility rate making in Oregon. The recommended rate structure shall ensure that the stormwater utility is fully recovering the cost of providing stormwater services, including analysis of the following factors:

- a. Current and future costs of providing surface water management in accordance with established and anticipated standards and regulations
- b. Current and future costs of maintenance and operation of the surface water collection system
- c. Projected demands
- d. Availability of capacity
- e. Funding of capital maintenance projects
- f. Impact of current and future environmental regulations
- g. Adequate reserves for depreciation, emergencies, catastrophes, and other appropriate purposes
- h. Other impacts as identified

Consultant shall summarize the impacts of the recommended rate structure and proposed rate on rate payers. The summary shall include at a minimum the following:

- a. Analysis of the benefits of the recommended rate changes weighed against the financial impacts to the ratepayers
- b. Justification for any special classes of customers under the recommended rate structure
- c. Assessment of recommended Stormwater rates equity for all types of property ownership

Consultant shall draft a model municipal ordinance for the City Council to consider. Draft model ordinance shall be consistent with relevant State of Oregon regulations, codes, and state legal precedents.

The recommended rate structure shall provide clear and direct identification of annual revenues appropriate to fund operating activities, maintenance, and infrastructure improvements. The recommended rate structure shall be compatible with the City's electronic billing system and include an easy-to-use electronic model, in either Microsoft Excel or Access, to be used by the City for future rate setting. Consultant shall compare the proposed new rates to other utilities providing stormwater management services in the region.

Task 12 – Storm Drainage Master Plan

12.1 Draft Storm Drainage Master Plan

Upon completion of Tasks 1 through 11, Consultant shall submit 3 printed copies and 1 digital copy in PDF format of a draft Storm Drainage Master Plan report to the City for review and comment. At a minimum, the report shall include the following:

- a. An Executive Summary

- b. Maps that are clear, easy to understand, and of professional quality of the City's existing Storm Drainage System, identified deficiencies, and proposed improvements
- c. Summary of existing Storm Drainage System
- d. Population projections and Storm Drainage demand summary
- e. Documentation of modeling methodologies and assumptions
- f. Technical information, analysis, and discussion of results for each task making use of charts, graphs, and figures of professional quality to clearly and efficiently convey the information, findings, and conclusions
- g. Storm Drainage System Condition Assessment
- h. Operation and Maintenance Capacity Assessment
- i. Storm Drainage System Capital Improvements Plan, including a map
- j. Public Works Design Standards
- k. System Development Charge and Utility Rate Study
- l. Other supporting documentation and materials (i.e., Comprehensive Plan narrative)

Consultant shall prepare the Storm Drainage Master Plan and associated materials in accordance with City standards for style and grammar. The Storm Drainage Master Plan and associated materials shall be independently reviewed for conformance with these standards prior to submittal.

Consultant shall provide draft versions of any databases developed including, but not limited to, Storm Drainage System Condition Assessment Database and Storm Drainage Monthly User Charge Study Electronic Model to the City for review and comment.

Consultant shall incorporate City review and comments of the draft materials and resubmit for additional reviews in accordance with Task 12.1 until final City approval of the draft materials. Re-submittal of complete document for secondary review is not required. Edited materials may be submitted as replacement pages.

12.2 Public Meetings on Storm Drainage Master Plan

Consultant shall plan on attending at least 4 Technical Advisory Committee meetings (TAC) with City staff and partner agencies during the preparation of the Plan.

In addition to the TAC meetings, Consultant shall meet with the Mill City Planning Commission for at least 3 workshops to review the Plan to discuss (1) the existing system and Consultant's findings on deficiencies; and (2) recommended CIP improvements.

Consultant shall plan on attending at least 2 other public meetings with the City Council to present, discuss, and answer questions regarding the draft Storm Drainage Master Plan and the recommended priority list of projects to be implemented with ARPA funds. Meetings will be convened, coordinated, and facilitated by the City and external partners. Consultant shall prepare maps, slide deck, and accompanying communication materials to convey the Storm Drainage Master Plan components to the public.

12.3 Final Storm Drainage Master Plan

Upon City approval of the draft materials, Consultant shall produce final report and submit 3 printed copies and 1 digital copy in PDF format. Consultant shall provide a final electronic copy of the Hydraulic Model, Storm Drainage System Condition Assessment Database, and Storm Drainage Monthly User Charge Study Model. Consultant shall provide all Storm Drainage System Master Plan maps in electronic format compatible with the City's GIS system.

Task 13 – Task Order Amendments for Preliminary and Final Design of Priority Storm Drainage Improvements

The City may request the selected Consultant perform preliminary and final engineering design, prepare bid documents, provide project inspection and project management services for priority storm drainage improvement projects. If requested by the City, the Consultant will submit a Task Order proposal for the identified projects.

The City has identified a storm sewer and detention basin improvement at Kimmel Park as a priority storm drainage improvement project. If the development of the Freeman Meadows subdivision occurs in 2022, the City will want to fast-track this project. The City may request the Consultant submit a proposal to complete final engineering design, bidding and construction of the Kimmel Park storm drainage improvements as Task Order #2 in 2022.

3 SECTION 3 – PROPOSAL REQUIREMENTS

3.1 PROPOSAL SUBMITTAL

Sealed proposals for the Storm Drainage Master Plan Project will be received by the City of Mill City (County of Linn, State of Oregon) until 2:00 pm (PST), June 9, 2022 at Mill City City Hall, 444 S. 1st Avenue, Mill City, OR 97360. Proposals will not be received after such date and time.

Proposals must be submitted in a sealed envelope clearly marked as follows:

Attention: Stacie Cook, City Recorder
RE: Storm Drainage Master Plan RFP

To receive consideration, submit proposals in accordance with the following instructions:

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

The City recognizes that in the submission of proposals, certain information is proprietary to the contractor and that the safeguarding of information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any contractor where the proposer identifies those portions of its proposal that are proprietary. See Section 1.11, Public Records.

3.2 PROPOSAL FORMAT

Proposer must submit five (5) hard copies (one original) of their proposal. To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

The proposal must be organized in accordance with this section. Brevity is appreciated by the City staff reviewing the proposals. The proposal may not exceed 24 pages, font size should be 11-point font or larger. Covers, dividers, table of contents, Mandatory Exhibit A, and resumes are not included in the above page count. Key personnel resumes shall be in a separate appendix at the end of the proposal. Proposers shall provide a maximum of five one-page key staff resumes.

When using double sided printing, each side of the page is counted as one page. A proposal exceeding the specified number of pages may be considered non-responsive, and the proposal may not be considered.

3.2.1 *Introductory Letter (2 pages, 5 points)*

The introductory letter shall include, but not be limited to, the following information:

Provide an overview of the Proposer's submittal, highlighting key points, understanding of the project, key personnel capabilities and expertise, and the experience that qualifies your firm to successfully complete the project:

- Describe any specialties or unique strengths your firm has that relate to the requested services.
- The name of the firm, as well as, the signature, printed name and title, telephone and fax number of the officer authorized to represent the Consultant in any correspondence, negotiations and sign any contracts that may result.
- The address of the office that will be providing the service, a project manager's name, telephone number, fax number, and email address.
- The Federal and State tax identification numbers, and the state of incorporation.
- Indicate whether the proposer is a "Residential Bidder" as defined in ORS 279.120.
- Provide a statement that the proposal is valid for sixty (60) days after the submission deadline.
- Indicate whether the proposer will accept the terms and conditions of the City's standard contract (example provided). Any proposed changes must be accepted by the City via addendum prior to the RFP submission.

Every public contract that is subject to Oregon Revised Statute 279B must include a representation and warranty from the contractor that the contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The public contract must also require a covenant from the contractor to continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract and provide that a contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public

contract and seek damages and other relief available under the terms of the public contract or under applicable law.

By signing the cover letter, Consultant certifies compliance with the tax laws of the State of Oregon or a political subdivision of the State of Oregon and provides a covenant to continue to comply with the tax laws of this state or a political subdivision of this state for the duration of this contract.

3.2.2 Statement of Qualification Form (1 page, Pass/Fail)

- Complete Statement of Qualifications (SOQ) form (Exhibit A).

3.2.3 Project Understanding and Approach (5 pages, 30 points)

- Provide a detailed understanding of the project.
- Provide a detailed description of the issues perceived by the consultant that must be addressed for this project to be successful.
- Provide a high-level description of critical schedule elements to be addressed. If the Project can or cannot be completed in the timeframe noted under Section 1.4, please indicate the proposed schedule and what steps Consultant would recommend to meet the City's desired schedule.
- Provide a description of Consultant's plan and time frame to design, bid and construct Priority 1 capital improvements.

3.2.4 Project Schedule (1 11x17 page, 5 points)

- Provide a Gantt schedule from project kick-off through completion of the Plan.
- Provide a sample Gantt schedule for design, bidding and construction for Priority 1 projects.

3.2.5 Management and Quality Control (2 pages, 10 points)

- Describe the approach and methodology of managing work tasks and coordination with the City in order to accomplish the work in a timely manner. Indicate how the Consultant ensures project progress and quality control.
- Describe Consultant's approach to conducting field operations in accordance with protocols to limit the spread of COVID-19.
- Describe Consultant's approach to cost estimating.
- Mention how and to what extent the need for utilizing City personnel to assist the Consultant within the duration of the Project and indicate the approximate time requirement.

3.2.6 Project Examples (10 pages, 15 points)

Provide descriptions of a minimum of four (4) projects that have been delivered by the project team within the past 10 years. Provide at least two examples of master planning projects and two examples of final engineering design of storm drainage facilities that have been constructed. Projects referenced should be of similar scope and magnitude to this project that demonstrate experience in, but not limited to, stormwater master planning, mapping existing stormwater system, green or

natural infrastructure design, and rain-on-snow event modeling. Hyperlinks to digital versions of the projects may be included with each project example.

Details to be included with each project example:

- 1) Cost (original & final)
 - a) Describe reasons for higher final
- 2) Client Reference
 - a) Name^[SEP]
 - b) Agency^[SEP]
 - c) Phone Number^[SEP]
 - d) E-mail address^[SEP]
- 3) Project duration
- 4) Hyperlink to digital versions of the project example

3.2.7 *Project Team and Organization (4 pages, 30 points)*

- Provide an overview of the Consultant project team highlighting their experience, qualifications and technical capacities that are relevant to the project.
- Briefly describe project team key personnel's experience, qualification and role on this project. Full detail of key staff to be provided in an appendix. Resumes will be scored within this section.
- Provide an organizational chart of the proposed project team.
- Describe your team's communication methods; provide an example of how this method provides benefit to the team, and ultimately the City.
- Indicate the number of other projects that will be managed by the Project Manager.
- Key Staff Resumes: Provide 1-page resumes for the Consultant team's key staff in an appendix. Each resume must show the years of experience, license or certifications and relevant project experience.^[SEP] (Resumes do not count towards page limits)

3.2.8 *Proposal Clarity (no pages, 5 points)*

Proposers do not need to provide a written response to this criterion.

The Proposal must be organized in accordance with the list of Scoring Criteria categories in section 1.8. Proposals will be scored by evaluators on the following factors: Proposal format; ease of finding clear, concise responses that correlate with the order of evaluation criteria in this RFP; and Proposers ability to follow instructions.

3.3 INTERVIEWS AND FOLLOW-UP QUESTIONS

If interviews/follow-up questions are conducted, the following will apply:

- A minimum of 3 evaluators shall score the interviews/follow-up questions.
- The interviews/follow-up questions will have a maximum score of 100 points.
- The number of Proposers selected for interviews/follow-up questions will be, to the greatest extent practicable, at least the two highest ranked Proposers based on Proposal scores.

- Interviews may be conducted in person or via teleconference or video conference. Further details will be included with notification of time and date of interviews, if conducted.
- Follow-up questions will sometimes be sent via email to Proposer(s) as an alternative to interviews. Proposers' responses to the follow-up questions must be received by the City via email at the date and time specified by the City.

EXHIBIT A

**City of Mill City, Oregon – Storm Drainage Master Plan RFP
Statement of Qualification FORM**

Legal Business Name: _____

Form and State of Organization: _____

Registered dba, if any: _____

Main Office Address: _____

Telephone Number: _____

e-mail address: _____

Tax Identification Number: _____

Representation, Covenant and Warranty of Undersigned and Proposer

By signing this SOQ, the undersigned makes the following representations and warranties:

- 1) That it is the duly authorized representative of the proposer for all purposes relative to the submission of this SOQ.
- 2) That this SOQ constitutes the proposer's offer to enter into a contract with the City and, if accepted by the City, will be binding and enforceable against the proposer.

By causing this SOQ to be executed by the undersigned and delivered to the City, the proposer makes the following representations and warranties:

- 1) Proposer has read and understands the terms and conditions contained in the RFQ, had the opportunity to protest any term or condition that it found unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFQ, including, but not limited to the contract conditions.
- 2) Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
- 3) Proposer has not been listed by the Oregon Construction Contractors Board or the Oregon Department of Administrative Services as a person disqualified or ineligible to bid on or perform work under public contracts.

Authorized Signature: _____

Print Name and Title: _____

Date of Signature: _____

EXHIBIT B

City of Mill City, Oregon – Storm Drainage Master Plan RFP
Sample Professional Services Agreement

Exhibit B

**City of Mill City Storm Drainage Master Plan
Sample Professional Services Agreement**

**AGREEMENT TO FURNISH ENGINEERING SERVICES
TO THE CITY OF MILL CITY**

THIS AGREEMENT, made and entered into by and between the City of Mill City, hereinafter referred to as the “CITY,” and _____, hereinafter referred to as the “ENGINEER.”

RECITALS

Whereas, the CITY has received a grant from the Coronavirus Fiscal Recovery Fund from the State of Oregon (Business Oregon Contract # SR2213) to complete a storm drainage master plan and construct storm drainage capital improvements within the City of Mill City, Oregon.

Whereas, the CITY desires to engage the ENGINEER to provide professional engineering services as described in this Agreement.

Whereas, the ENGINEER, as an independent contractor, is prepared to accept the engagement under the following terms and conditions.

Whereas, CITY and ENGINEER, agree that this Agreement is non-exclusive and CITY reserves the right to contract with other engineers for provision of professional engineering and consultant services to CITY at any time.

NOW, THEREFORE, the CITY and the ENGINEER, for the considerations hereinafter set forth, agree to the recitals and as follows:

DEFINITIONS

Exhibit A: Scope of Services, which includes the general engineering and consulting services to be performed including special projects requiring a Task Order.

Exhibit B: Compensation

Task Order: Provides a detailed scope of services, detailed schedule, and specific associated costs for a special project.

Detailed Schedule: Schedule showing how the project(s) outlined in a Task Order will be carried out in a timely fashion.

ENGINEER: The independent contractor appointed by the City who will perform professional engineering and consulting services as the “PROJECT ENGINEER”.

CITY: The City of Mill City

ARTICLE 1 - SERVICES OF THE ENGINEER

The ENGINEER, as an independent contractor, agrees to perform as “PROJECT ENGINEER,” in accordance with federal, State of Oregon and local professional engineering laws, statutes, ordinances, rules and regulations consistent with recognized professional standards of care, professional engineering services as defined and described in Exhibit A (“Scope of Services”). The terms of Exhibit A and Exhibit B (“Compensation”) shall control over this Agreement. Said exhibits, by this reference, are incorporated herein.

ARTICLE 2 - CITY’S RESPONSIBILITIES

Unless otherwise specifically modified in Exhibit A or B, the CITY will:

- 2.1 Provide adequate information to the ENGINEER regarding the CITY’s requirements for the projects outlined in Exhibit A.
- 2.2 Assist the ENGINEER by placing at its disposal all reasonably available information and technical data pertinent to the projects outlined in Exhibit A including previous reports and any other data relative to design and construction of these projects.
- 2.3 In accordance with applicable local, state or federal laws or statutes, ordinances, rules or regulations, upon reasonable notice, provide access and make all necessary provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services under this Agreement.
- 2.4 Furnish to the ENGINEER a copy of any master plans, reports, maps, and design and construction standards the CITY shall require the ENGINEER to follow.
- 2.5 Give prompt notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any defect or delay in the special projects outlined in Exhibit A.

ARTICLE 3 - AUTHORIZATION AND TASK ORDERS

- 3.1 The ENGINEER shall commence its services upon receipt of CITY’S authorization to proceed. The CITY’S Project Manager, as defined in Paragraph 6.1, shall have authority to give such authorizations.
- 3.2 General engineering services, as outlined in Exhibit A.1 and A.2, will be authorized by the CITY either through electronic, verbal or written communication.
- 3.3 Engineering services on additional work or special projects, as outlined in Exhibit A.3, shall be submitted to the CITY for review and approval in Task Order format. The CITY shall approve and authorize each Task Order through written communication to ENGINEER, prior to ENGINEER proceeding with said services.

Attach Task Orders:
Task Order #1: Exhibit “A” -- Storm Drainage Master Plan.
Potential Task Orders:

Task Order #2:	Land Acquisition – Engineering Services related to acquisition of easements and purchase of land for proposed storm drainage facilities.
Task Order #3:	Preliminary and Final Engineering for Construction Projects. [each authorized project shall be listed in a Task Order]

ARTICLE 4 - PAYMENTS TO ENGINEER

Upon compliance with the terms and conditions of this Agreement, the CITY shall compensate the ENGINEER, an independent contractor, as follows:

4.1 Compensation

- 4.1.1 The CITY agrees to pay the ENGINEER monthly for professional engineering services performed, as enumerated in ARTICLE 1, on the basis of the compensation method set forth in Exhibit B.
- 4.1.2 The ENGINEER shall not be entitled to compensation for the correction or revision of any errors or deficiencies in its designs, drawings, specification or other services.
- 4.1.3 The CITY may withhold from payments due the ENGINEER such sums as are necessary to protect the CITY against any loss or damage which may result from negligence or unsatisfactory services by the ENGINEER, the failure of the ENGINEER to perform the obligations under this Agreement, or claims filed against the ENGINEER or the CITY relating to the ENGINEER's services under this Agreement.

4.2 Billing and Payment Procedure

- 4.2.1 The ENGINEER will provide an itemized statement to the CITY for services performed during the preceding month or quarter. The itemized statement shall state the Task Order number, total labor hours, total labor cost, subconsultant labor hours and cost by subconsultant, and reimbursable expenses by major category. The ENGINEER shall maintain detailed records to support these charges and such records shall be available to the CITY for audit and copying. The CITY shall remit payments to the ENGINEER within 30 days of the CITY'S receipt of the ENGINEER's statement. Interest on unpaid payments due shall accrue at the rate of 1% per month beginning the 60th day after the CITY'S receipt of the ENGINEER's statement. No interest shall be paid on disputed amounts.
- 4.2.2 The ENGINEER will provide a Quarterly Report to the City which shall accompany the itemized statement for services. The Quarterly Report shall be submitted at the end of each quarter and no later than March 31, June 30, September 30 and December 31st. City reserves the right to withhold payment until the quarterly report is received.

The Quarterly Report will include a project status update including:

- Status of the Project: A brief summary of each task with the % completed.
- Progress achieved during the quarter, including a list of project outputs and achieved outcomes.

- Obstacles / Barriers: Identification of any obstacles, barriers, risks of other issues that have delayed completion of project task, including a description of steps taken to mitigate delays or modify the tasks.
- Public Engagement: A brief summary of coordination with other agencies, public outreach / community engagement and any stories, publications or promotional materials generated for the project.
- Quality Assurance / Quality Control (QA/QC): A brief summary of QA/QC work performed during the reporting quarter. Additionally, please describe what, if any, work expected to be performed in the next quarter will require quality control review and list any anticipated methods to perform that review.

ARTICLE 5 - GENERAL CONDITIONS

5.1 Term of Agreement

This Agreement shall begin on the last date executed by the parties and end on June 30, 2024, unless written notice is provided as per Section 5.2. At the option of the CITY, this Agreement may be extended for additional years, upon written notification to ENGINEER. The terms and conditions shall be the same as set forth in this Agreement, with renegotiated compensation in Exhibit B. The CITY may exercise this extension by written notice to the ENGINEER at least thirty (30) days prior to the expiration of the term then in effect.

5.2 Early Termination of Agreement

- 5.2.1 The CITY and the ENGINEER, by written mutual agreement, may terminate this Agreement at any time.
- 5.2.2 The CITY, on sixty (60) days' written notice to the ENGINEER, may terminate this Agreement for any reason at CITY's sole discretion. In the event such notice is given, the ENGINEER shall promptly cease its services or reduce its endeavors in anticipation of the termination of this Agreement.
- 5.2.3 Either the CITY or the ENGINEER may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving notice may cause the immediate termination of the Agreement at any time thereafter by giving a written notice of termination.

5.3 Payment on Early Termination

- 5.3.1 In the event of termination under Paragraphs 5.2.1 or 5.2.2, Early Termination of Agreement, hereof, the CITY shall pay the ENGINEER for services performed in accordance with the Agreement prior to the termination date.
- 5.3.2 In the event of termination under Paragraph 5.2.3, Early Termination of Agreement, by the ENGINEER due to a breach by the CITY, then the CITY shall pay the ENGINEER as provided in Paragraph 5.3.1.

- 5.3.3 In the event of termination under Paragraph 5.2.3, Early Termination of Agreement, by the CITY due to a breach by the ENGINEER, then the CITY shall pay the ENGINEER as provided in Paragraph 5.3.1, subject to set off of excess costs, as provided for in Paragraph 5.4, Remedies.
- 5.3.4 In the event of early termination, the ENGINEER's project deliverables shall be submitted to the CITY.

5.4 Remedies

- 5.4.1 In the event of termination under Paragraph 5.2.3 by the CITY due to a breach by the ENGINEER, then the CITY may complete the services either itself, or by agreement with another party, or by a combination thereof. In the event the cost of completing the services exceeds the remaining unpaid balance of the compensation provided under Paragraph 4.1.1, Compensation, hereof, then the ENGINEER shall pay to the CITY a mutually agreeable amount of the excess.
- 5.4.2 The remedies provided to the CITY under Paragraph 5.2, Early Termination of Agreement, Paragraph 5.3, Payment on Early Termination, and Paragraph 5.4, Remedies, hereof, for a breach by the ENGINEER shall not be exclusive. The CITY also shall be entitled to any other equitable and legal remedies that are available in accordance with Paragraph 5.6, Dispute Resolution.
- 5.4.3 In the event of breach of this Agreement by the CITY, then the ENGINEER's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraph 5.2, Early Termination of Agreement, and Paragraph 5.3, Payment on Early Termination, hereof.

5.5 Indemnification and Insurance

- 5.5.1 The ENGINEER agrees to hold harmless and indemnify the CITY, its councilors, officers, agents, and employees from and against claims and actions and reasonable reimbursable expenses incidental to the investigation and defense thereof, based upon damages or injuries to persons or property caused by the negligent acts, errors, or omissions of the ENGINEER to the extent that such claim and action and expense was actually caused by the proven active negligence of the ENGINEER or that of its subcontractors.
- 5.5.2 Unless modified by Exhibit A, the ENGINEER agrees to furnish the CITY evidence of comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage for the protection of the CITY, its councilors, officers, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof. The certificate of insurance shall include the CITY, its counselors, officers, agents and employees, as additional insured.
- 5.5.3 Unless modified by Exhibit A, the ENGINEER agrees to furnish the CITY evidence of professional liability insurance coverage (errors and omissions, on a per claim basis) in the amount of not less than \$1,000,000 because of personal injury, bodily injury, death or damage to property.

5.6 Dispute Resolution

- 5.6.1 In the event a dispute arises between the parties as to the terms of this Agreement, the matter shall first be addressed through mandatory mediation.
- 5.6.2 If not settled by mediation, the parties shall resolve the matter by binding arbitration in accordance with Oregon laws.
- 5.6.3 This Agreement shall be construed according to the laws of the State of Oregon.

5.7 Independent Contractor Requirements

- 5.7.1 As an independent contractor, the ENGINEER will be solely responsible for payment of any local, state or federal taxes required as a result of this Agreement. If the ENGINEER performs this Agreement without the assistance of any other person, the signing of this Agreement shall constitute the declaration of independent contractor status.
- 5.7.2 This Agreement is not intended to entitle the ENGINEER or its subcontractors to any benefits generally granted to owners and employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this agreement to the ENGINEER or subcontractors are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits (except so far as benefits are required by law if the ENGINEER is presently a member of the Public Employees Retirement System).
- 5.7.3 The ENGINEER is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If the ENGINEER hires subconsultants for the performance of this Agreement, the ENGINEER agrees to require that the subconsultant(s) shall comply with ORS Chapter 656.

5.8 Subconsultants

With the advanced written consent of the CITY, the ENGINEER may engage subconsultant services relative to its endeavors on behalf of the CITY; provided however that evidence of adequate professional liability insurance (errors and omissions) is provided and approved by the CITY. The subconsultant shall comply with all applicable terms of this Agreement. The ENGINEER shall require subconsultant to agree, as to the portion subcontracted, to fulfill all obligations of the ENGINEER as specified in this Agreement. Notwithstanding CITY approval of a subconsultant, the ENGINEER shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to the ENGINEER hereunder. The ENGINEER agrees that if subconsultants are employed in the performance of this Agreement, the ENGINEER and its subconsultants are subject to paragraph 5.7, above, including the requirements of the Oregon Workers' Compensation Law (ORS Chapter 656).

5.9 Assignment/Third Party Beneficiaries

- 5.9.1 This Agreement shall not be assigned, in whole or in part, or any right or obligation hereunder, without the prior express written consent of the CITY and ENGINEER.
- 5.9.2 This Agreement gives no rights or benefits to anyone other than the CITY and ENGINEER and has no third-party beneficiaries.

5.10 Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the CITY: City of Mill City
 Attn: City Recorder Stacie Cook
 444 S 1st Avenue
 PO Box 256
 Mill City, OR 97383
 Email: scook@ci.mill-city.or.us

If to the ENGINEER: Engineering Firm Name
 Attn: Principal Responsible for the firm
 Mailing Address
 City, State & Zip

5.11 Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall otherwise remain in full force and effect and the subject provision shall be stricken.

5.12 Integration

This Agreement contains the entire Agreement between the CITY and the ENGINEER and supersedes all prior written or oral discussions or agreements.

5.13 Funds

The CITY certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in the current fiscal year which ends on June 30th of the current calendar year. The funds needed for the balance of the Agreement, if any are subject to Mill City City Council appropriation through the CITY's budget processes. If the CITY does not appropriate funds for subsequent fiscal years for the balance of this Agreement, the CITY may immediately terminate this Agreement by giving written notice of termination to the ENGINEER. The ENGINEER shall not be entitled to compensation for any services performed after the date of such written termination notice. The CITY shall also have the right to accelerate or decelerate the services to match funding limitations.

5.14 American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (ARPA SFRF) Grant Requirements.

The CITY has received a grant from the State of Oregon, Business Oregon, under the AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE FISCAL RECOVERY FUND ("ARPA SFRF" codified as 42 U.S.C. 802), Business Oregon Contract # SR2213. The ENGINEER and CITY Agree to the following terms:

5.14.1 Duns Number and SAM Registration. All entities that enter into contracts with an ARPA SRRF recipient (i.e., contractors) must have both a DUNS number and be a SAM Registration. The links below can be provided to contractors if they have not already addressed this requirement.

<p>SAM Registration: http://www.sam.gov/portal/public/SAM/</p> <p>NOTE: The SAM registration expires annually and must be kept active until the project is closed</p>	<p>DUNS Number</p>
---	---------------------------

5.14.2 Source of Funds. Work under this contract is funded by the ARPA SFRF through Business Oregon and a partnership of Local and/or Private Funds.

5.14.3 Whistleblower. ENGINEER receiving ARPA SFRF funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

5.14.4 Non-Discrimination. ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

5.14.5 Termination for Cause and for Convenience & Breach of Contract. ENGINEER shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, ENGINEER shall address administrative, contractual, or legal remedies in instances where ENGINEER violates or breaches contract terms, and provide for such sanctions and penalties as appropriate.

5.14.6 Intellectual Property. ENGINEER hereby grants to the City, the State of Oregon and federal agencies, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. ENGINEER shall secure from third parties the same license in the name of the City of Mill City. regarding any intellectual property developed by third parties as subcontractors to perform this project, or developed under contract with the ENGINEER specifically to enable ENGINEER's obligations related to this project.

5.14.7 Inspections; Information. ENGINEER shall permit, and cause its subcontractors to allow the City of Mill City, Oregon, the State of Oregon, the federal government and any party designated by them to:

- (1) Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.

- (2) Interview any officer or employee of the ENGINEER, or its subcontractors, regarding the Project.

ENGINEER shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.

- 5.14.8 Prohibition on the Use of Federal Funds for Lobbying. ENGINEER has executed the enclosed Certification Regarding Lobbying, attached as Exhibit B.

5.15 Opinions of Probable Cost

The ENGINEER'S opinion of probable cost for the projects outlined in Exhibit A provided for herein, are to be prepared by the ENGINEER through exercise of its experience and judgment in applying currently available cost data. It is recognized that the ENGINEER has no control over cost of labor and materials, or over competitive bidding procedures and market conditions, so it cannot warrant that construction costs will not vary from the prepared cost estimates. However, the ENGINEER agrees to make a reasonable effort to keep the CITY appraised of changes that could significantly impact the estimated construction costs prepared for the projects described in Exhibit A.

5.16 Ownership of Documents

- 5.16.1 All reports, drawings, specifications, documents, and other deliverables of the ENGINEER are instruments of services performed under this Agreement and are the intellectual property of the ENGINEER. The CITY will receive a perpetual, royalty-free, non-transferable, exclusive license to use the deliverables for the purpose for which they were intended. Electronic copies are considered to be provided as a convenience only with hard copies representing the project deliverable.
- 5.16.2 Any use the CITY makes of the deliverables, whether in hard copy or in electronic form, referred to in paragraph 5.15.1 above, except for purposes of the services contemplated by this Agreement, shall be at the CITY's risk.

5.17 Commencement of Services

The ENGINEER agrees that services being done pursuant to this Agreement will not be commenced until after:

- 5.17.1 All insurance (including workers' compensation insurance) is obtained, as specified in the Agreement; and,
- 5.17.2 This Agreement is fully executed by the parties and approved by the Mill City City Council and/or City Project Manager when applicable; and,
- 5.17.3 The effective date of this Agreement as specified in ARTICLE 7 - Effective Date and declaration pursuant to ARTICLE 3 - Authorization and Task Orders.
- 5.17.4 The receipt of a written authorization to proceed from the City Council or the City Council's designee under the work to be performed, which may be the project manager.

5.18 Release of Information

No information relative to the projects outlined in Exhibit A shall be released by the ENGINEER for publication or advertising without prior written approval of the City Council.

5.19 Maintenance of Records

The ENGINEER shall maintain books and accounts of payroll costs, travel, subsistence, field contracted services of others and reimbursable expenses pertaining to the projects outlined in Exhibit A in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The CITY or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the ENGINEER regarding its billings or its services hereunder. Records shall be maintained and available until three (3) years after the date of final billing or until three (3) years after the date of resolution of any litigation or claim.

5.20 Audit of Payments

- 5.20.1 The CITY, either directly or through a designated representative, may audit the records of the ENGINEER at any time during the three (3) year period established by Paragraph 5.18, Maintenance of Records.
- 5.20.2 If an audit discloses that payments to the ENGINEER under ARTICLE 4, Payments to Engineer, and ARTICLE 5, General Conditions, were in excess of the amount to which the ENGINEER was entitled, then the ENGINEER shall upon notice promptly repay the amount of the excess to the CITY.

5.21 Public Contracting Law

Pursuant to the requirements of ORS Chapter 279, the following terms and conditions are made a part of this Agreement:

- 5.21.1 The ENGINEER agrees that it shall:
 - 5.21.1.1 Make payments promptly, as due, to all persons supplying to ENGINEER labor or materials for the prosecution of the services performed for in this Agreement.
 - 5.21.1.2 Pay all Workers Compensation coverage for all subject workers as required under Oregon Workers' Compensation Law (ORS 656.017). This includes the Engineer, its subconsultants and all employers working under this Agreement
 - 5.21.2.3 Pay to the IRS and Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 5.21.2 If the ENGINEER fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the ENGINEER by any person in connection with this Agreement, as such claim becomes due, the CITY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the ENGINEER by reason of this Agreement.

- 5.21.3 No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for services performed on Saturday and on any legal holiday specified in ORS 279.334.
- 5.21.4 If this Agreement is for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- 5.21.5 The ENGINEER shall promptly, as due, pay to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of the ENGINEER, all sums which the ENGINEER agrees to pay for such services and all moneys and sums which the ENGINEER collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such services.
- 5.21.6 The ENGINEER and all employers working under this Agreement are subject employers under ORS 656.017.

5.22 Equal Employment Opportunity

During the performance of this Agreement, the ENGINEER agrees as follows:

- 5.22.1 The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap or a national origin. The ENGINEER agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.
- 5.22.2 The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap or national origin.

ARTICLE 6 - SPECIAL CONDITIONS

The CITY and ENGINEER agree that this Agreement is subject to the following Special Conditions which, together with the provisions hereof and the appendices (Exhibits) attached hereto, represent the entire Agreement between the CITY and ENGINEER; and may only be altered, amended or repealed by a duly executed written instrument as specified in this Agreement.

6.1 City's Project Manager

The City's Project Manager is authorized to review and recommend approval of services and billings hereunder; recommend to the Council the appointment of sub-consultants; and give notices referred to herein at the direction of the City Council.

The City's Project Manager under this Agreement is City Recorder, Stacie E. Cook.

6.2 ENGINEER's Project Manager

The ENGINEER shall assign the following person as the PROJECT ENGINEER to perform the services in Exhibit A during the term of this Agreement:

- PROJECT ENGINEER: Name of Project Engineer, Email & Phone
- ENGINEER (Firm): Firm Name & Local Office Address and Contact Emails and Phone #s

The ENGINEER shall not change these personnel assignments without the written consent of the City's Project Manager, which consent shall not be unreasonably withheld.

6.3 Amendments

The CITY and the ENGINEER may amend this Agreement at any time only by written amendment executed by the CITY and the ENGINEER. Any amendment that adds Task Orders or increases the amount of compensation payable to the Engineer in excess of the amounts authorized in prior city approval shall be approved by the Mill City City Council. The Mill City City Council may give authority to its designee to execute amendments to the Agreement to increase compensation within the limits of the authority established by the Mill City City Council.

6.4 Waiver

The CITY and the ENGINEER shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

6.5 Authority of the Public Works Supervisor

Nothing in this Agreement shall be construed to limit the Public Works Supervisor for the City of Mill City to contact the Engineer and incurred charges on behalf of the CITY in the case of an emergency that affects the public health, welfare and or safety of the CITY.

6.6 Changes

In the normal course of administering the services under this Agreement, the CITY may give directives to the ENGINEER, either written or verbal, which may constitute a change to the Scope of Services. If an instruction, directive or decision is given that the ENGINEER believes is a change in the Scope of Services, the ENGINEER shall notify the City's Project Manager within seven (7) calendar days of receiving the directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the CITY from any obligation to adjust the Agreement amount and Scope of Services as an amendment to the Agreement. Amendments to the Scope of Services, as well as changes to other terms and conditions, shall be processed as provided in Paragraph 6.3, Amendments, of this Agreement.

6.7 Schedule

The ENGINEER agrees to perform engineering services for the special projects outlined in Exhibit A.3 in accordance with the Detailed Schedule as set forth in the Task Order. If the CITY requests significant modifications or changes in the Scope of Services, the time of performance and compensation of the ENGINEER's services shall be adjusted accordingly.

ARTICLE 7 - EFFECTIVE DATE

This Agreement shall become effective on the last date signed by either of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respectively authorized officers or representatives as of the day and year indicated below.

ENGINEER:

CITY:

ENGINEERING FIRM

CITY OF MILL CITY, OREGON

by _____
Principal Name, PE (OR License #)

by _____
Mayor

Title

Date Signed

ATTEST:

City Recorder

Federal Tax ID Number

Date Signed

Date Signed

APPROVED AS TO FORM:

James L. McGehee, City Attorney

Exhibit “A”

Task Order - Scope of Services

The ENGINEER will provide the following services to the City of Mill City for the City of Mill City Storm Drainage Master Plan and Storm Drainage Improvements, as described in the attached TASK ORDER.

A. Storm Drainage Master Plan:

The ENGINEER shall provide the services described in the City of Mill City RFP for the Storm Drainage Master Plan dated May 2022.

ENGINEER WILL PREPARE A TASK ORDER WITH A PROJECT SCHEDULE AND A LIST OF DELIVERABLES TO BE PROVIDED TO THE CITY OF MILL CITY.

B. Storm Drainage Facility Preliminary & Final Design and Construction Management:

FOR ADDITIONAL TASK ORDERS REQUESTED BY THE CITY OF MILL CITY ENGINEER WILL PREPARE A TASK ORDER THAT DESCRIBES THE STORM DRAINAGE FACILITY TO BE DESIGNED AND LIST THE ENGINEERING SERVICES TO BE PROVIDED WITH A PROJECT SCHEDULE AND COST ESTIMATE.

Sample elements:

1. In order to accomplish the Work described in the TASK ORDER, Engineering services provided by the ENGINEER may include, but are not limited to, the following:
 - a. Assist with budgeting, planning, and rate studies.
 - b. Suggest and comment on engineering related ordinance modifications and public works design standards and construction specification modifications.
 - c. Assist with GIS data gathering and information compilation relating to existing infrastructure.
 - d. Work with City Staff to review or complete federal, state or county permits, applications, or agency notification.
 - e. Work with City Staff, organizations and funding agencies to help develop competitive and complete grant applications or funding proposals.
 - f. Serve as the City’s representative during the review, plan approval, construction management, and project closeout phases of any development or planning project prepared by other engineers and submitted to the City for approval. This includes land development projects such as subdivisions or site-specific developments.
 - g. Review preliminary engineering design drawings and design calculations for general conformance with state, county, and City requirements and sound engineering practices.

- h. Review final submitted construction plans prepared by other professionals and, after acceptance, stamp and sign the drawings as “Approved for Construction” by the PROJECT ENGINEER.
 - i. Provide project construction observations of public improvements installed as part of private development projects. Verify general conformance with City “Approved” construction plans and specifications.
 - j. Provide project management and construction observation for City of Mill City public works construction projects. Verify general conformance with City “Approved” construction plans and specifications.
 - k. Perform final construction observations and punch lists for completion of private developments and for City of Mill City project sites, including review of as-built drawings, testing results, as-built certification, project closeout and initiation of the required construction warranty period.
 - l. Provide design, recommendations, and technical assistance for City projects.
 - m. Review, as requested, master plans and feasibility studies.
 - n. The ENGINEER shall be responsible for its own personnel and is not responsible for construction contractors or other entities means, methods, or jobsite health and safety.
- C. Amendments, Additions or Modifications to the Scope of Work, may be approved upon written request of CITY and execution of an approved Task Order. ENGINEER shall provide a Task Order, which includes a detailed scope of services, detailed schedule, cost proposal, and any subconsultant services required in accordance with ARTICLE 3, Authorization and Task Orders and Paragraph 5.8, Subconsultants.

Exhibit “B”

Compensation

ATTACH COMPENSATION SCHEDULE