



Request For Proposals
for Professional Services to Perform
**ST. HELENS RESERVOIR SITING
STUDY**

Issued February 24, 2025



RFP No. W-484

Proposals Due: **March 25, 2025, 3:00 P.M.**

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

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RFP INVITATION

ST. HELENS RESERVOIR SITING STUDY RFP NO. W-484

The City of St. Helens, Oregon is requesting proposals from qualified firms to complete a comprehensive study for the siting of a new water storage reservoir in St. Helens. Work for this project includes assessing potential reservoir locations based on system hydraulics, subsurface and soil conditions, environmental impacts and regulations, site constraints and constructability, site adjacencies and aesthetics, and construction costs.

Responses to this RFP will be accepted at the City St. Helens City Hall, 265 Strand Street, St. Helens, Oregon 97051 until 3:00 PM, March 25, 2025. Proposals received after this date/time will be considered nonresponsive and will not be evaluated. Electronic or faxed proposals will not be accepted. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of St. Helens Engineering Division prior to the proposal due date and time. Proposals may be mailed, hand delivered or sent by courier service.

Proposals shall be submitted in a sealed envelope and marked clearly with the following information as shown below,

SEALED PROPOSAL FOR
PROFESSIONAL SERVICES FOR ST. HELENS RESERVOIR SITING STUDY
CITY OF ST. HELENS – ENGINEERING DIVISION
ATTN: MOUHAMAD ZAHER, PUBLIC WORKS DIRECTOR
265 STRAND STREET, ST. HELENS, OR 97051

All notifications, updates and addenda will be posted on the City’s “Bids and RFPs” page at <https://www.sthelensoregon.gov/rfps>. Proposers shall be responsible for monitoring the website to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

For questions or clarifications regarding this RFP please contact Sharon Darroux, Engineering Manager, at sdarroux@sthelensoregon.gov or (503) 366-8243.

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

PUBLISHED: Daily Journal of Commerce, Monday, February 24, 2025.

SECTION 1 – PROJECT BACKGROUND

1.1 Introduction

St. Helens is located on the western bank of the Columbia River approximately 30 miles northwest of Portland. The City has a growing population of 15,009 and has a Council-Mayor form of government with five council members, including the mayor. The City Council has custodial responsibility for all City facilities, and directs the financing, maintenance, and operation of all City departments.

Since its incorporation, the City of St. Helens has been continually making strides to provide clean drinking water for its residents and neighboring communities. The City currently owns and operates a water distribution system within the City limits and provides over 530 million gallons of drinking water per year to residential, industrial, commercial, and institutional customers both inside and outside the City limits.

The reservoir siting study will evaluate potential locations for a new water storage reservoir in St. Helens. Locations will include the four potential sites listed in the City's Water Master Plan and well as other suitable sites. The location of the water storage tank may be within a City-owned parcel, a privately owned parcel, schools, parks, public-private partnerships, etc. The study will consider geotechnical conditions and seismic hazards and is expected to include an assessment of each potential reservoir location for system hydraulics, subsurface and soil conditions, environmental impacts and regulations, site constraints and constructability, site adjacencies and aesthetics, and construction costs to determine the most suitable site for new reservoir construction.

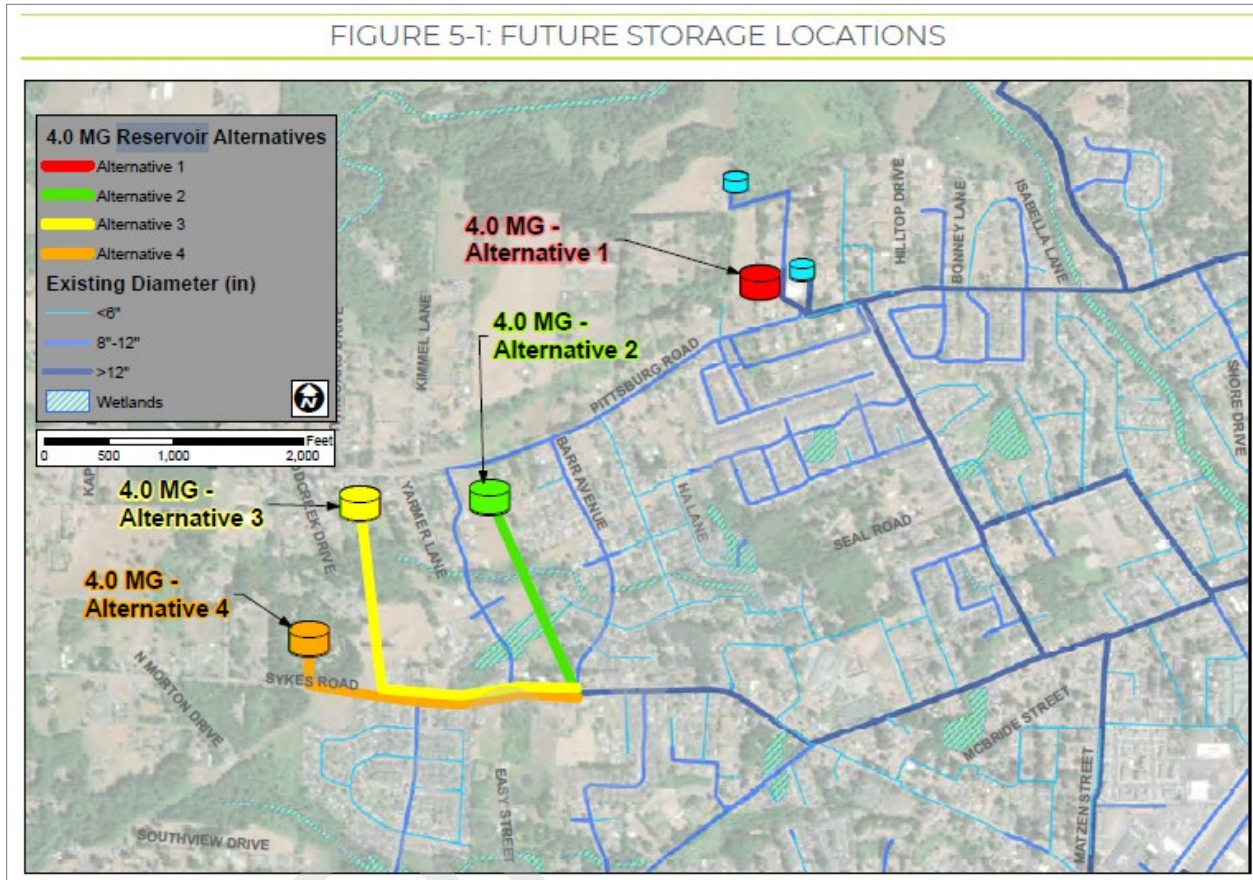
1.2 St. Helens Water System

The St. Helens water system is supplied by two Ranney collector wells located to the north of St. Helens in Columbia City. The wells collect water from induced infiltration through shallow alluvial sand and gravel adjacent to the Columbia River. Water is then pumped to the Water Filtration Facility (WFF), which filters and pumps water into the distribution system. Water is currently stored in one of three active reservoirs – a 2.5 MG reservoir, the 0.2 MG Green Tank and the 0.5 MG Elk Ridge Reservoir. The City's oldest reservoir, a 2.0 MG Reservoir, located on the same site as the 2.5 MG reservoir, is no longer in use due to significant and unresolved leaks.

Plans to rehabilitate the existing 2.0 MG reservoir were abandoned in favor of potentially replacing it in its current location with a new reservoir in 2023. However, this project was ultimately abandoned because estimated project costs derived from the 30% design cost estimate were over 200% higher than originally planned. In addition to the significant cost factor, site size constraints would not allow a larger reservoir which could address the City's future water storage deficiencies identified in the current [Water Master Plan](#).

With the existing 2.0 MG Reservoir out of service, the City is operating on a surplus deficiency of 0.8 MG. In 20 years, the storage deficit is estimated to be 2.8 MG. To meet current and future demands, a new reservoir with a storage capacity of at least 5.0 MG is required.

The water master plan has identified four potential sites for a future reservoir as illustrated below,



1.3 Project Objective

The objective of this study is to determine the most suitable site to construct a new reservoir which will allow the City to move forward with property acquisition, design, and construction of a new reservoir facility that will meet the current operational needs at the best possible value to the City of St. Helens. .

The City is looking for a consultant with specific experience in past reservoir siting analyses, water master planning, and the ability to work on complicated water systems.

The City of St. Helens has budgeted water funds to complete this study. Acquisition of a new reservoir site, design and construction would all be future phases and will be contracted separately from this effort. City staff are currently pursuing funding opportunities to help fund the construction of the reservoir.

SECTION 2 – SCOPE OR WORK

2.1 Scope of Work

The City of St. Helens, Oregon, is seeking proposals from qualified consulting firms to perform a comprehensive siting study for a proposed 5-million-gallon water storage reservoir. The selected consultant will assess and recommend the most suitable location for a new reservoir which considers compliance with technical, environmental, and regulatory requirements while optimizing performance and cost.

This Scope of Work (SOW) is intended to be a guide for the Proposer and not an all-inclusive description of the services that may be required to undertake and complete the Project. It is designed to identify the minimum service level expected from the successful firm, and as such, may be expanded, modified, and augmented based on the experience of the firm as necessary to complete the project.

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

- 1.1 The Consultant shall perform general project management tasks to plan, direct, coordinate, and report the progress of the work. Tasks include, but is not limited to: monitoring the project progress in conformance to the schedule and budget, reporting project progress, coordinating with inter-agencies or stakeholders, monitoring and coordinating the work of subconsultants, preparing progress reports and invoices, communicating any project updates to the City, attending an initial kick-off meeting and subsequent monthly project meetings to review project progress or stakeholders meetings, and preparing meeting notes and action items.
- 1.2 Deliverables include meeting agendas, project schedule, meeting minutes, monthly progress reports with status report of work completed by sub-tasks for the invoice period.

TASK 2 – SITING STUDY

- 2.1 Consultant shall perform all necessary work to identify and evaluate the adequacy and suitability of potential alternative reservoir sites, including but not limited to, data collection and review of existing water system; Completion of preliminary map studies; Field reconnaissance of the project area to identify and evaluate potential alternative reservoir sites; and conceptual level analysis to support siting of several configurations of reservoirs with a total volume of 5.0 MG.
- 2.2 Siting study shall include,
 - a) Site topography
 - b) Proximity to service area and existing water system infrastructure
 - c) Hydraulic Considerations
 - d) Dimensioning and layout of the reservoir structure both vertically and horizontally
 - e) Property size requirements
 - f) Existing development and land use

- g) Potential relative cost impacts
- 2.3 Geologic considerations shall include,
 - a) Identifying potential geological hazards, including liquefaction, landslides, and fault lines soil stability, bearing capacity, and seismic suitability
- 2.4 Study shall consider natural and cultural resources
- 2.5 Environmental considerations shall include,
 - a) Identifying and assessing environmental constraints, such as wetlands, critical habitats, and water quality concerns
- 2.6 Site Constraints shall
 - a) Identify physical site constraints, such as topography, accessibility, and utility conflicts
 - b) Identify potential construction challenges, including staging, traffic impacts, and equipment access
 - c) Provide a constructability analysis to inform design and construction phases
- 2.7 Site Adjacencies and Aesthetics shall
 - a) Assess potential impacts on adjacent properties, neighborhoods, and community aesthetics
- 2.8 Stakeholder Engagement shall include
 - a) Public outreach and engage with key stakeholders, including local residents, environmental groups, and regulatory agencies as required

TASK 3 – TECHNICAL MEMORANDUM

- 3.1 Consultant shall provide all services necessary for the preparation of a Technical Memorandum. The memorandum shall identify and evaluate potential alternative reservoir sites, recommend location for a proposed 5-million-gallon water storage reservoir, and optimal site layout for the proposed location. Task includes but is not limited to:
 - a) Preparation of a draft Technical Memorandum for City staff and City Council feedback prior to a final Technical Memorandum for City Council approval.
 - b) Consultant shall be responsible for coordinating with stakeholders and other property owners as well as City staff prior to the initial Council presentation
 - c) Consultant shall furnish conceptual 3D renderings of the proposed improvements for the location(s) with the Technical Memorandum.

TASK 4 – CITY COUNCIL PRESENTATION

The Consultant will be responsible for preparing two (2) presentations for City Council.

The first presentation to the City Council will correspond with the information captured in the draft of the Technical Memorandum. The Consultant shall then capture feedback obtained from City Council and work towards the preparation of a final draft memo.

The final Technical Memorandum shall be reviewed by City staff prior to the second presentation to City Council for approval.

2.2 Project Funding

The total cost of reservoir siting study will be funded by the Water System Development Funds and Water utility funds.

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SECTION 3 – PROCUREMENT PROCESS

3.1 RFP Issuing Office

The Public Works Engineering Division of the is the issuing office for the Request for Proposals for the St. Helens Reservoir Siting Study.

3.2 RFP Single Point of Contact

The Single Point of Contact (SPC) for the St. Helens Reservoir Siting Study RFP is Sharon Darroux, Engineering Manager. Proposers are to direct all questions and concerns to Sharon at (503) 366-8243 or sdarroux@sthelensoregon.gov.

3.3 Pre-Proposal Conference

There is no pre-proposal conference for this project.

3.4 Procurement Schedule

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a Consultant for the St. Helens Reservoir Siting Study. This schedule is subject to change if it is in the City’s best interest to do so.

- | | |
|--|----------------------------------|
| ▪ RFP Issued | February 24, 2025 |
| ▪ Deadline for Questions | March 29, 2025 |
| ▪ Last Addendum to be Issued | March 21, 2025 |
| ▪ Proposals Due | March 25, 2025, 3:00 p.m. |
| ▪ Shortlist Notification | April 1, 2025 |
| ▪ Deadline for Protest of Shortlist Notification | April 8, 2025 |
| ▪ Shortlist Interviews (if needed) | April 9 - 11, 2025 |
| ▪ Notice of Intent to Award | April 14, 2025 |
| ▪ Deadline for Protest of Award | April 21, 2025 |
| ▪ Award of Contract | May 7, 2025 |
| ▪ Notice to Proceed | July 1, 2025 |
| ▪ Completion of Contract | October 30, 2025 |

SECTION 4 – PROPOSER’S SPECIAL INSTRUCTIONS

4.1 Terms of Contract

The contract for the St. Helens Reservoir Siting Study is anticipated to begin July 1, 2025. All work is anticipated to be completed no later than October 30, 2025.

4.2 Interpretations

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email to the person listed below. The deadline for submitting questions/clarifications is listed in the procurement schedule in [Section 3.4](#).

Sharon Darroux, PMP
Engineering Manager
Email: sdarroux@sthelensoregon.gov
Phone: (503) 366-8243

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

4.3 Acceptance, Rejection, or Award of Proposals

The City reserves the right to cancel the contract award for the St. Helens Reservoir Siting Study at any time before the execution of the contract by both parties if cancellation is deemed to be in the City’s best interest. In no event shall the City have any liability for the cancellation of contract award. The City reserves the right to:

- Accept or reject any or all proposals received as a result of this RFP.
- To negotiate contract terms with qualified Consultant.
- Take into consideration any or all information supplied by the Consultant in their proposal and the City’s investigation into the experience and responsibility of the Consultant. In addition, the City may accept or reject proposals based on minor variations from the stated specifications, when such action is deemed to be in the City’s best interest. Further, the City reserves the right to waive informalities in the submitted proposal.
- Award a contract to that Proposer the City determines to be the most responsible and responsive to this RFP. The successful Consultant shall commence work only after an agreement with the City is negotiated, a contract fully executed, and a notice to proceed has been issued.

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

- Failure of Proposer to adhere to one or more of the provisions established in the Request for Proposals.
- Failure of Proposer to submit a Proposal in the format specified herein.
- Failure of Proposer to submit a Proposal within the time requirements established herein.
- Failure of Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

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

4.4 Cost of Preparing Proposals

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

4.5 Changes to Solicitation by Addenda

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

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

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

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

4.6 Disputes

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

4.7 Modification of Withdrawal of Proposal

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

4.8 Proposal Ownership

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

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

Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations for competitive sealed proposals in the State of Oregon, the City shall make available to any person requesting information through the City's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from consultant to do so after the Notice of Intent to award has been released.

4.9 Proposal Validity Period

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

4.10 Protests

4.10.1 Protest of Solicitation

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

- Public Works Director, Mouhamad Zaher, at mzaher@sthelensoregon.gov
- **AND** Sharon Darroux, Engineering Manager, sdarroux@sthelensoregon.gov

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

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

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

4.10.2 Protest Competitive Range

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

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

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

4.10.3 Protest of Award

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

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

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

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SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS

5.1 Proposal Format

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

5.2 Proposal Submittal

Proposals must be received at City Hall by 3:00 p.m., Tuesday March 25, 2025. Proposer shall provide five (5) printed copies and one (1) electronic copy on a flash drive of their proposal, sealed in an envelope plainly identifying Project Name, and the Consultant’s Name and Address. Electronic copy must be in searchable PDF format as a single document. Proposals shall be addressed as follows:

**ST. HELENS RESERVOIR SITING STUDY
RFP NO. W-484**

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

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

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

5.3 Transmittal Letter and Executive Summary

Transmittal letter and executive summary (maximum two pages) shall include the name of the proposing firm, full legal name of the proposing business entity, and must specify who will be the proposer’s signatory to any contract documents executed with the City.

The letter shall include principal business address and phone number where the relationship will be managed and be signed by a representative of the Proposer who is authorized to sign and to commit the Proposer to the obligations contained in the Proposal, including name, address, phone number, and email address. The letter should address the Proposer’s willingness and commitment, if selected, to provide the services offered and a description of

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

A statement in the letter shall specifically stipulate that the Proposer accepts all terms and conditions contained in the RFP and the Personal Services Agreement.

5.4 Proposal Signature Page

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

5.5 Proposer Experience

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

5.6 Project Team Experience

Consultant shall identify the team to be assigned to the project by name, including at a minimum the principal, project manager, key staff, and any key sub-consultants. Consultant shall describe the project team's qualifications and experience on completed projects related to this specific project. Consultant shall explain the project team's expertise regarding all tasks associated with the scope of work. section should include approximate number of people to be assigned to the project, extent of principal/project manager involvement, roles and responsibilities of key staff on the project. (Maximum three pages.)

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

5.7 Project Understanding and Approach

Consultant shall describe the firm's understanding of the requirements, what the major issues specific to the project will be, and a listing of the major tasks that will be performed, and the approach to perform the tasks.

At a minimum, this section shall,

- Identify understanding of key issues and challenges for the study
- Describe approach to addressing key issues and challenges identified in the RFP.

- Provide approach to meeting the City’s project goals identified in the RFP.
- Describe the tasks and activities and the methodology that will be used to accomplish them, and which team members will work on each task.
- Describe the tools your team will maintain to effectively manage the project. Provide process for making and documenting decisions.
- Describe management and organizational capabilities to ensure staffing availability to meet schedule.
- Estimated time frame to complete each task

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

5.8 Cost Management Approach

Provide details on cost management approach and methodology for the project, including describing the Consultant’s process and milestones for evaluating the budget and alternatives. (Maximum one page.)

5.9 Project Schedule

Describe the process and schedule for project including City staff and City Council involvement in decisions and community engagement. Identify key tasks and milestone dates and their associated duration. The maximum paper size for the project schedule shall be 11”x17”. (Maximum one page.)

5.10 Past Projects

Consultant shall provide project descriptions of up to three completed projects. Consultant shall list its role on each project, shall list the firm(s) and project team member(s) that worked on the listed projects. Each project description shall include the date of work, contract value, location, key project elements, and project contact. Consultant shall ensure that project contact information is accurate and up to date. (Maximum one page.)

5.11 Price Proposal

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

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

Price proposal shall include,

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

SECTION 6 – PROPOSAL EVALUATION & SELECTION

6.1 Evaluation Process

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

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

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

Short-listed candidates will be asked to submit Price Proposals per Section 5.11 and may be asked to make a presentation of their proposal to the proposal selection team. Short-list candidates will be evaluated and reviewed by the evaluation criteria set forth in Section 6.5.

6.2 Clarification of Proposals

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

6.3 Proposer Selection

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

6.4 Evaluation Criteria – First Review

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

CRITERIA	MAXIMUM POINTS
Transmittal Letter and Executive Summary	Pass/Fail
Proposal Signature Page (Section 8)	Pass/Fail
Technical Approach and Methodology	30 Points
Firm Qualifications and Relevant Experience	25 Points
Project Team and Key Personnel	20 points
Stakeholder Engagement and Public Outreach Approach	15 Points
Project Schedule	10 Points
Maximum Total Evaluation Points	100 Points

6.5 Final Evaluation Criteria (Short-List Candidates)

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

CRITERIA	MAXIMUM POINTS
Transmittal Letter and Executive Summary	Pass/Fail
Proposal Signature Page (Section 8)	Pass/Fail
Technical Approach and Methodology	30 Points
Firm Qualifications and Relevant Experience	25 Points
Project Team and Key Personnel	20 points
Stakeholder Engagement and Public Outreach Approach	15 Points
Project Schedule	10 Points
Fee and Rate Proposal	15 Points
Short-List Interview	15 Points
Maximum Total Evaluation Points	130 Points

SECTION 7 – CONTRACT REQUIREMENTS

7.1 General Requirements

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

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

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

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

7.2 Contract Payment Schedule

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

7.3 Insurance Coverage

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

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

SECTION 8 – PROPOSAL SIGNATURE PAGE

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

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

Receipt of Addenda

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

Signature

The Consultant hereby certifies that the information contained in these certifications and representations is accurate, complete, and current. We therefore offer and make this proposal to furnish services herein in fulfillment of the attached requirements and specifications of the City.

FIRM NAME

CONTACT PERSON NAME/ TITLE

MAILING ADDRESS, CITY, STATE, AND ZIP CODE

FIRM TELEPHONE NUMBER

CONTACT PERSON TELEPHONE

CONTACT PERSON EMAIL ADDRESS

IF CORPORATION, ATTEST:

(CORPORATE OFFICER)

CORPORATION

PARTNERSHIP

INDIVIDUAL

OTHER, _____

FEDERAL TAX IDENTIFICATION NUMBER (TIN): _____

PRINT NAME AND TITLE OF FIRM'S AUTHORIZED REPRESENTATIVE

SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

DATE

APPENDIX A – PERSONAL SERVICES AGREEMENT

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

RECITALS

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

AGREEMENT

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

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

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

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

5. **Payment.**

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

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from

receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

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

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

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

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

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

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

CONTRACTOR: _____
Attn: _____

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

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

9. **Insurance.**

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

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

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

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

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

10. Termination.

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

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

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

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

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

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

10.2 Breach of Agreement

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

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

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

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

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

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

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

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

14. Indemnification.

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

14.2 Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees

in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

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

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

16. Compliance with Law.

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

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

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

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

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

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

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

16.8 Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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

16.9.1 Either:

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

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

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

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

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

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

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

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

16.14 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Mediation/Dispute Resolution

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

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

23. Records, Inspection and Audit by the City.

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

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

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

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

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

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

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

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

CITY:

CONTRACTOR:

CITY OF ST. HELENS

Council Meeting Date:

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

DRAFT

Attachment A Scope of Work

[TBD]

DRAFT

Attachment B Insurance Requirements

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

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

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

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

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

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

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

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

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Attachment C Terms of Compensation

[TBD]

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