

**CITY OF ROSEBURG**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**FIVE-YEAR PAVEMENT MANAGEMENT PROGRAM**

***ENGINEERING SERVICES***

**RFQ NO. PW-19-01**

**SUBMITTAL DEADLINE: 2:00 P.M., JULY 16, 2019**

**CITY OF ROSEBURG  
REQUEST FOR QUALIFICATIONS FOR  
ENGINEERING SERVICES**

**FIVE-YEAR PAVEMENT MANAGEMENT PROGRAM**

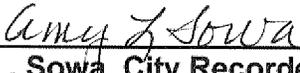
**RFQ NO. PW-19-01**

**NOTICE IS HEREBY GIVEN**, the City of Roseburg is requesting sealed statements of qualifications (SOQ) from qualified persons to provide engineering services for the City of Roseburg's Five-Year Pavement Management Program.

It is the City's intent to select the most advantageous SOQ based on the evaluation criteria set forth in the Request for Qualifications (RFQ) packet. A copy of the RFQ packet may be obtained from the City Manager's Office, at City Hall, 900 SE Douglas, Roseburg, OR 97470, by calling 541-492-6866 or by downloading from the City's website at [www.cityofroseburg.org](http://www.cityofroseburg.org). The planholders list shall also be available on the City's website.

All SOQ's must be sealed, clearly marked Five-Year Pavement Management Program Engineering services - RFQ No. PW-19-01, 2:00 p.m., July 16, 2019 and received in the City Manager's Office at Roseburg City Hall by the above specified date and time. Any SOQs received after that date and time, or not submitted in the proper manner, will be returned without further consideration.

The City reserves the right to reject any and all SOQs received as a result of this RFQ, to waive any irregularities and to accept the SOQ deemed to be in the best interest of the City. Preparation and submission of a SOQ is at the proposer's sole risk and expense.

  
\_\_\_\_\_  
Amy L. Sowa, City Recorder

**Dated this 20<sup>th</sup> day of June, 2019.**

**Posted on the City's Website this 20<sup>th</sup> day of June, 2019.**

**CITY OF ROSEBURG  
REQUEST FOR QUALIFICATIONS FOR**

**FIVE-YEAR PAVEMENT MANAGEMENT PROGRAM**

**ENGINEERING SERVICES - RFQ NO. PW-19-01**

**GENERAL REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS**

**1. GENERAL INFORMATION.** These general requirements and instructions have been written to describe the professional engineering services more particularly described in the Request for Qualifications (RFQ) Exhibit “C” for the City of Roseburg’s Five-Year Pavement Management Program.

This RFQ is intended to provide interested persons (herein referred to as proposers) with sufficient information to prepare and submit statements of qualifications (SOQs) for consideration by the City. It is the City’s intent to select the most qualified proposer based on the evaluation criteria set forth in this RFQ. In accordance with ORS 279A.125, proposers shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

The City reserves the right to reject any and all SOQ’s received as a result of this RFQ prior to the execution of a contract upon a finding that it is in the public interest to do so. Preparation and submission of a SOQ is at the proposer’s sole risk and expense.

SOQs and all accompanying documents will become the property of the City and will not be returned. See Section 16 of this RFQ, entitled “Public Records”.

This RFQ contains and incorporates the following:

Exhibit “A”	SOQ Form
Exhibit “B”	Professional Engineer, Architect or Land Surveyor Services Contract, including City’s Standard Contract Provisions
Exhibit “C”	Description of Services
Exhibit “D”	Minimum Qualifications
Exhibit “E”	Evaluation Criteria
Exhibit “F”	Attachments – Monthly Streetsaver report

**2. FORM OF SOQ.** SOQs are to be based on and submitted in accordance with the instructions contained in this RFQ. The City may change these instructions at any time prior to the Solicitation Closing by addendum as provided in Section 6 of this RFQ. Proposers are responsible for responding to all addenda.

**3. POINT OF CONTACT.** The City Manager’s office is the point of contact in the City for this RFQ. With the exception of questions relating to technical aspects of the services to be provided (see following Section 4), all correspondence pertaining to this RFQ should be directed to Amy L. Sowa, City Recorder, 900 S.E. Douglas Avenue, Roseburg, OR 97470. The City Manager’s Office may be contacted by calling 541-492-6866.

**4. TECHNICAL CLARIFICATIONS, REQUESTS FOR CHANGES.** Questions regarding specific technical aspects of the service requested by this RFQ or seeking clarification concerning this RFQ may be directed to Loree Pryce, P.E. by calling 541-492-6892 or emailing [lpryce@cityofroseburg.org](mailto:lpryce@cityofroseburg.org). No oral clarification will be binding on the City. The City will be bound only by this RFQ and any written addendum issued hereunder.

Requests for changes to this RFQ, including requests for changes in any of the exhibits to this RFQ must be submitted in writing to the City Recorder not later than ten (10) calendar days prior to the date of the Solicitation Closing. The request must include a statement of the requested changes and the reason therefore. The request shall be marked as a "Request of Change in RFQ" and specify the RFQ Number set forth in the caption to this RFQ. Written request may be delivered by mail or by confirmed e-mail. The City will respond to all written requests for changes, in writing, within five days of receipt of such request.

If inquiries, comments or requests for changes raise issues that require clarification or a modification to this RFQ, the clarification or modification will be made by written addendum as provided in Section 6 of this RFQ.

**5. SCHEDULE OF EVENTS.** The following schedule of events shall be followed for this RFQ.

Solicitation Starting Date (RFQ available)	<b>June 20, 2019</b>
Solicitation Closing	<b>2:00 p.m., on July 16, 2019</b>
SOQ Review Period	<b>July 17 – July 25, 2019</b>
Notice of Competitive Range (if used)	<b>July 26, 2019</b>
Interviews (if required)	<b>July 31-August 1, 2019</b>
Notice of Intent to Award	<b>August 9, 2019</b>
Award and Execution of Contract	<b>within 75 days of Solicitation Closing</b>

If the City receives a request for change or protest from a proposer in accordance with the instructions in this RFQ, the City may extend the Solicitation Closing date as necessary to consider whether to issue an addendum. The City also reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The addendum shall become effective upon execution by the City.

If the City decides to negotiate with proposers in the competitive range, notice of intent to award will only be given to proposers in the competitive range and shall be made after completion of negotiations.

**6. ADDENDUM TO THE REQUEST FOR QUALIFICATIONS.** In the event it becomes necessary to revise any part of this RFQ prior to the Solicitation Closing, an addendum will be provided to all proposers who have requested and received a copy of this RFQ. RECEIPT OF AN ADDENDUM MUST BE ACKNOWLEDGED BY SIGNING AND RETURNING THE DOCUMENT WITH THE SOQ. Proposers may protest requirements of this RFQ by submitting a request for change, in accordance with Section 4 of this RFQ. No addendum will be issued less than four days prior to the date of the Solicitation Closing.

**7. FORMAT OF SOQs.** SOQs must contain the information specified in Section 8 of this RFQ. SOQs must be prepared on the SOQ form attached hereto as RFQ Exhibit "A." An SOQ should provide a concise description of the proposer's ability to satisfy the requirement of this

RFQ and the contract attached hereto as Exhibit "B", along with the City's Standard Contract Provisions attached as an exhibit to such contract.

**8. CONTENT OF SOQs.** SOQs should demonstrate that the proposer can furnish the services in a manner that will be cost effective for the City. Those SOQs which do not contain all information required by this RFQ or are otherwise non-responsive may be rejected immediately; however the City has discretion to accept a SOQ that does not conform with all RFQ requirements if the City determines that the non-conformance is not substantial or material. If a SOQ is unclear, or appears inadequate, at the City's discretion, the proposer may be given an opportunity to explain how the SOQ complies with the RFQ. The City also has discretion to permit a proposer to correct a typographical error or other minor mistake or oversight in its SOQ.

**8.1** SOQs must contain at least the following:

**8.1.1** SOQ Form. The SOQ form, attached hereto as RFQ Exhibit "A" must be fully completed, submitted and duly executed by the authorized representative of the proposer, and include the following:

- a. The proposer's business name, address, telephone number, e-mail address and federal tax identification number;
- b. The proposer's legal form of entity (sole proprietor, corporation, LLC, etc.) and, if applicable, state of incorporation or organization and main office address;
- c. Name(s) and title(s) of person(s) authorized to submit the SOQ and to execute the contract; and

**8.1.2** Table of Contents. Include a clear identification of the material by section and page number.

**8.1.3** Executive Summary. The Proposer may use this section to introduce the SOQ or to summarize the key provisions of the SOQ.

**8.1.4** Statement of Understanding. The Proposer shall include a detailed statement of the understanding of the Project.

**8.1.5** Qualifications. The proposer's statement of qualifications must contain the following:

- a. List the Project Manager and key personnel (including subcontractors) and management to be utilized for the work. Include a description of education, certificates or licenses, professional background, experience, skills, expertise and training for the type of services required including any ODOT certifications;
- b. Describe the demonstrated experience of the firm and its principals in completing previous projects of similar nature along with a discussion of how experience on previous projects relates to the City of Roseburg Pavement Management Program. Firms that cannot demonstrate previous experience on at least three similar projects shall not be considered qualified to propose on this project;
- c. Provide a statement of experience of the Firm, Project Manager and Project Team with work of a similar nature, including references of former clients;
- d. Organization of project team; and

e. Previous projects completed for the City of Roseburg.

**8.1.6** Scope of Work. This section identifies your proposed work plan to achieve the goals and objectives. The work plan should clearly identify major tasks, the objective of each task, the subtasks needed to accomplish the work and the expected deliverable for each task. Tasks should be arranged in logical fashion to demonstrate how the work would proceed.

a. A detailed explanation of Proposer's approach to the work and the techniques the Proposer expects to use. This should include an explanation of any modifications of the work items and scope of work presented in Exhibit C of this RFQ.

b. Describe how you would propose to use CITY personnel, if at all, to assist you during the project;

c. Please provide any additional information about Proposer's project approach that would be beneficial to the selection committee.

**8.1.7** Schedule and Availability. Provide a detailed Project schedule and consultant/sub-consultant availability that illustrates the consultants understanding of the time constraints for design and construction of the Project.

**8.1.8** Workload Management: Outline workload management techniques that will allow ongoing assessments of current workloads. Describe any subcontractors that proposer would use and how the subcontractors would be used.

**8.1.9** Additional Information. Any other information that the Proposer feels applicable to the evaluation of the Proposal or of their qualifications for accomplishing the Project should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms. If there is no additional information to present, state, "There is no additional information we wish to present."

**8.2** **Alternatives**. A proposer shall only submit alternative terms and conditions to the terms and conditions the City expressly authorized for negotiation under Section 14 of this RFQ.

**8.3** **SOQ REVIEW AND SELECTION**. To ensure equitable evaluation of the SOQs, CITY will use weighted evaluation criteria as indicated in Exhibit "E". A selection committee will evaluate each responsive SOQ to determine the responsible proposer whose SOQ the City determines to be the most advantageous to the City based on the evaluation process and criteria listed. Interviews may be required at the City's discretion as described in Section 14.

**9. EXECUTION OF CONTRACT**. The proposer selected by the City to provide the requested services will be expected to deliver its proof of all required insurance, and to enter into a written engineering services contract in the form attached hereto as RFQ Exhibit "B".

**BY SUBMITTING ITS SOQ, THE PROPOSER CERTIFIES THAT IT HAS READ AND ACCEPTS ALL TERMS, CONDITIONS AND REQUIREMENTS OF THIS RFQ, INCLUDING THE TERMS AND CONDITIONS OF THE FORM OF CONTRACT IN RFQ EXHIBIT "B", AND THAT IF PROPOSER REFUSES TO EXECUTE THE CONTRACT AFTER AWARD, THE CITY WILL BE ENTITLED TO SEEK COMPENSATION FOR ITS DAMAGES, WHICH MAY INCLUDE THE COST OF CONDUCTING A NEW SOLICITATION.**

**10. DELIVERY OF SOQs.** In order to be considered, **three (3)** copies of the sealed SOQs must arrive at the City Manager's Office before the time and date of the Solicitation Closing as described in this RFQ. Proposers who mail SOQs should allow extra mail delivery time to insure timely receipt of their SOQs. SOQs received after the Solicitation Closing will not be considered and will be returned unopened to the proposer. SOQs must be submitted in sealed envelopes clearly marked with the RFQ number shown in the caption of this RFQ and the time and date of the Solicitation Closing.

**11. SUBMISSION AND WITHDRAWAL OF SOQS.** Proposers may modify or withdraw their SOQs at any time prior to the Solicitation Closing by providing a written request for modification or withdrawal to the City Manager's office. Requests for withdrawal of SOQs will not be accepted after the Solicitation Closing. A proposer may also withdraw its SOQ in person prior to the Solicitation Closing, upon presentation of appropriate identification and satisfactory evidence of authority to the City Recorder. The City Recorder shall obtain the signature of the person making the withdrawal.

**ALL SOQs SHALL BE IRREVOCABLE FOR A PERIOD OF 75 DAYS FROM THE SOLICITATION CLOSING.**

**12. OPENING OF SOQs.** SOQs received in response to this RFQ will be opened in public by the City Recorder or designee, immediately after the Solicitation Closing in the City's Manager's Office located at 900 S.E. Douglas Street, Roseburg Oregon. The names and addresses of all proposers will be announced and recorded by the City Recorder. No other information will be made available at that time.

**13. MINIMUM QUALIFICATIONS REQUIRED.** SOQs must indicate how the proposer satisfies the minimum qualifications set forth in RFQ Exhibit "D".

**14. EVALUATION OF SOQs.** The City will evaluate the SOQs according to the evaluation criteria and rating scheme set forth in RFQ Exhibit "E" and in accordance with the following:

**14.1 Interviews/Samples.** The City may require interviews with all responsive proposers regardless of the interview schedule in Section 5 of this RFQ. In addition, the City may request an interview with one or more proposers, if the City determines that an interview would help the City better evaluate the SOQ, provided that no scoring for interviews will be made unless all responsible proposers are interviewed. During the evaluation process, the City may also request work samples, demonstrations, inspections or other testing examinations from all responsive proposers if the City determines that such further evaluation should be added as rated criteria to enable the City to properly evaluate the SOQs.

**14.2 Use of Competitive Range/Negotiation.** At the conclusion of the rated criteria evaluation process and prior to selection, the City may, but shall not be required to, interview, request demonstrations or samples from, or negotiate with the 3 proposers who

have the highest criteria ratings (the "Competitive Range"). The City may increase or decrease the Competitive Range if, in the City's opinion, the number or SOQs or the quality of the SOQs warrants an increase or decrease in the number of proposers in the Competitive Range.

If the City determines to make its selection based on interviews, demonstrations, samples or negotiations with proposers in the Competitive Range, the City shall provide written notice to all proposers, identifying proposers in the Competitive Range. A proposer that is not within the Competitive Range may protest the City's evaluation and determination of the Competitive Range in accordance with the provisions set forth below under Section 18.3 of this RFQ.

After the protest period, or after the City has provided a final response to any protest, whichever date is later, the City will begin further selection activity with proposers in the Competitive Range. The City's interviewing or negotiation team shall not favor any particular proposer. The City may only negotiate an alternative term or condition submitted by a proposer if the alternative term or condition is reasonably related to a term or condition that this RFQ describes as negotiable.

**14.2.1** The matters subject to negotiation shall be limited to the following:

- a. The manner in which the services are to be performed or the quality or type of materials to be supplied;
- b. The personnel to be committed to the City's contract; and
- c. Other terms and provisions that the City would like to change.

**14.2.2** Nothing in this RFQ shall restrict or prohibit the City from canceling the solicitation at any time in accordance with OAR 137-048-0250. If the City begins selection activities under this Section 14.2 of this RFQ, the City shall begin such activities with all of the proposers in the competitive range. At any time during the negotiations, the City may:

- a. terminate negotiations with particular proposers and continue negotiating with the remaining competitive range proposer(s); or
- b. conclude negotiations with all competitive range proposers and make its award based on its evaluation of the comparative values achieved during the interview, demonstration, sampling or negotiating process; or
- c. reject all SOQs and cancel the solicitation.

If the City does not cancel the solicitation at the conclusion of the City's negotiations with all remaining Proposers in the Competitive Range, the City shall re-score the SOQs in the Competitive Range based upon the evaluation criteria in this RFQ.

If the contract is to be awarded based on the negotiations, the City shall provide written notice of intent to award the Contract only to all proposers in the

Competitive Range. An unsuccessful proposer may protest the City's evaluation and determination of the award as provided in Section 18.5 of this RFQ.

**14.3 Evaluation Record.** A record will be made of all criteria evaluation ratings and all other grounds upon which a proposer is selected.

**15. SELECTION PROCESS AND NOTICE OF AWARD.** The City will select the SOQ deemed most beneficial to the City based on its evaluation of the SOQs by a selection committee of no fewer than two individuals. The apparent successful proposer and all other persons who submitted SOQs will be notified of the City's selection, but if the City decides to use the competitive range process, notice of the identity of those in the competitive range will be given to all proposers, but notice of the intent to award will only be given to proposers in the competitive range. Unless award of a contract is delayed by the City, written notice of award, specifying the date of selection, will be made not later than the first business day following the date of selection. Final award will depend upon the execution of an acceptable contract and delivery of evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

**16. PUBLIC RECORDS.** This RFQ and each original SOQ received in response to it, together with copies of documents pertaining to the award of a contract shall be kept on file as a public record by the City; provided, however, such records shall not be disclosed until after the Notice of Intent to Award the contract has been issued.

**17. RECORDS REVIEW; CONFIDENTIALITY.** After Notice of Intent to Award the resulting contract has been issued, all SOQs shall be available for public inspection except for those portions of a SOQ that the proposer designates in its SOQ as trade secrets or as confidential proprietary data in accordance with applicable state law. If the City determines such designation is not in accordance with applicable law, the City shall make those portions available for public inspection. The proposer shall separate information designated as confidential from other non-confidential information at the time of submitting its SOQ. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential, and shall be publicly available regardless of a proposer's designation to the contrary.

**18. PROTEST OF PROPOSER SELECTION, CONTRACT AWARD.**

**18.1 Purpose.** An adversely affected or aggrieved proposer may seek administrative review of the City's selection of a proposer or contract award decision as outlined in this Section.

**18.2 Notice of Competitive Range.** If the City decides to negotiate with proposers in the competitive range, the City will provide written notice to all proposers of the identity of the proposers included in the competitive range. The City's notice of the proposers included in the competitive range shall not be final until the later of the following: (1) seven business days after the date of the notice; or (2) until the City provides a written response to all timely-filed protests. The City may increase or decrease the competitive range to respond to the number and quality of SOQs. A business day is any day on which the City's offices are open.

**18.3 Right to Protest Competitive Range.**

**18.3.1** An adversely affected or aggrieved proposer may submit to the City a written protest of the City's decision to exclude the proposer from the competitive range within seven business days after issuance of the notice of the competitive range.

**18.3.2** The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

**18.3.3** A proposer is adversely affected only if the proposer is responsible and submitted a responsive SOQ and is eligible for inclusion in the competitive range i.e., the protesting proposer must claim it is eligible for inclusion in the competitive range if all ineligible higher-scoring proposers are removed from consideration, and that those ineligible proposers are ineligible for inclusion in the competitive range because:

- a. Their SOQs were not responsive; or
- b. The City committed a substantial violation of a provision in the RFQ 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 in Competitive Range.

**18.3.4** The City shall not consider a protest submitted after the time period provided in this RFQ. A proposer may not protest the City's decision to not increase the competitive range above the competitive range set forth in this RFQ.

**18.4 Notice of Intent to Award Contract.** The City will provide written notice to all proposers of the City's intent to award the contract, unless the contract is awarded following the declaration and notice of a competitive range, in which case notice of award will be provided to all proposers in the competitive range. The City's award shall not be final until the later of the following:

- a. seven (7) days after the date on which the notice is mailed or otherwise transmitted; or
- b. The City provides a written response to all timely-filed protests that denies the protest and affirms the award.

**18.5 Right to Protest Award.**

**18.5.1** An adversely affected or aggrieved proposer may submit to the City a written protest of the City's intent to award within seven days after issuance of the notice of intent to award the Contract.

**18.5.2** The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

**18.5.3** A proposer is adversely affected or aggrieved only if the proposer is eligible for award of the Contract as the responsible proposer submitting the best responsive SOQ and is next in line for award, i.e., the protesting proposer must claim that all higher-scored proposers are ineligible for award:

- a. because their SOQs were non-responsive; or
- b. the City committed a substantial violation of a provision in the RFQ or of an applicable procurement statute or administrative rule, and the protestor was unfairly evaluated and would have, but for such substantial violation, been the responsible proposer offering the highest-ranked SOQ.

**18.5.4** The City shall not consider a protest submitted after the time period provided in this RFQ.

**18.6 Authority to Resolve Protests.** The City Manager has the authority to settle or resolve a written protest submitted in accordance with the requirements of this rule.

**18.7 Decision.** If a protest is not settled, the City Manager, or the City Manager's designee, shall promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute.

**City of Roseburg**

By: \_\_\_\_\_  
**Amy L. Sowa, City Recorder**

**EXHIBIT "A"**  
**RFQ NO. PW-19-01**

**SOQ 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, disabled veterans or emerging small business enterprises in obtaining any required subcontracts.
3. Proposer has not been listed by the Oregon Contractor's Board or the Oregon Department of Administrative Services as a person disqualified or ineligible to bid on or perform work under public contracts.
4. Proposer agrees to meet all requirements contained in the RFQ if it is selected to provide the services requested by this RFQ.

**Authorized Signature:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_



prior written approval of CITY's City Manager. CONTRACTOR shall promptly pay all expenses it incurs as a result of this Contract and shall comply with all provisions of state law applicable to this Contract.

**1.5 Insurance Requirements.** At all times during the term of this Contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the CITY may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the CITY shall be delivered to the CITY prior to commencement of any work or services provided under this Contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the CITY 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the CITY and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The CITY reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the CITY. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this Contract, CITY shall have the right to require CONTRACTOR to increase the CONTRACTOR's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the CITY, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and CITY shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract. The policy must show the City as an additional insured with respect to activities emanating out of the contract with the following language included: *"The City of Roseburg, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary and non-contributory"*.

**1.5.1 Commercial General Liability.** Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an aggregate of \$4,000,000, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the CITY as an additional insured, on a form satisfactory to CITY, and expressly provide that the interest of the CITY shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Contract, failure to do so shall be cause for immediate termination of this Contract by CITY. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job

completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

**1.5.2 Automobile Liability Insurance.** At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$2,000,000 for bodily injury or property damage.

**1.5.3 Professional Liability Insurance.** At all times during the term of this Contract, CONTRACTOR shall maintain and keep in full force, an insurance policy for professional liability in the amount of \$2,000,000. In no instance shall CITY be responsible for any retention amount or deductible that CONTRACTOR may owe as a result of this coverage. CONTRACTOR shall continue professional liability coverage for the duration of the project and three years thereafter; and further, submit certificate of Insurance renewals of such coverage to the CITY.

**1.6 Books and Records.** CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this Contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this Contract.

**1.7 Availability.** CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice.

**1.8 Assignment.** The responsibility for performing CONTRACTOR's services under the terms of this Contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

**1.9 Compliance with Law and Standard Contract Provisions.** CONTRACTOR shall comply with all federal, state and local laws, including Roseburg Municipal Code Regulations relating to business registration, and with all Standard City Contract Provisions as outlined in the attached Exhibit "A".

**1.10 Health Hazard Notification.** If CONTRACTOR is hired to perform work for the CITY involving the need to control hazardous energy or enter confined spaces will be informed of the CITY's programs and the associated hazards that CITY is aware of. The notification is not designed to take over the CONTRACTOR's safety responsibilities to his or her employees, but to provide appropriate notification under the Oregon OSHA rules.

## **SECTION 2. CITY AGREES:**

**2.1 Fee.** In consideration for the above-described services, CITY agrees to negotiate pay CONTRACTOR a fee as identified in each individual task order based on the approved fee schedule.

**2.2 Terms of Payment.** CONTRACTOR will tender an invoice by the tenth of each month, and CITY shall make full payment on such invoice within thirty days of its receipt.

### **SECTION 3. BOTH PARTIES AGREE:**

**3.1 Budget and Work Plan Approval.** All approved invoices and work programs shall be in writing.

**3.2 Independent Contractor.** CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein, however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Manager.

**3.3 Indemnification.** Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this Contract. The extent of the CITY's obligation under this subsection is limited to the CITY's obligation under the Oregon Constitution and ORS 30.260 through 30.300. With respect to professional liability claims, CONTRACTOR to indemnify CITY to the extent caused by the CONTRACTOR's negligent acts, errors, and omissions.

**3.4 Arbitration.** Any controversy regarding the language or performance of this Contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Douglas County for designation of the representative. The arbitration shall be conducted in accordance with ORS 36.400 through 36.425 or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.

**3.5 Attorney Fees.** If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Contract, performance of this Contract or failure to perform this Contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

**3.6 Ownership and Use of Documents.** In whatever form they may be produced or stored, any documents prepared in performance of this Contract and any supporting and investigative information that is gathered in the performance of this Contract, upon completion of the work, or upon termination of this Contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion.

CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

**3.7 Termination.** Notwithstanding any other provision of this Contract to the contrary, CITY may terminate this Contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination.

**3.8 Notices.** Any notice required to be given under this Contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

CITY OF ROSEBURG  
City Manager  
900 SE Douglas  
Roseburg, OR 97470

***Enter Contractor's Name and  
Mailing Address***

**3.9 Applicable Laws.** The laws of the State of Oregon shall be used in construing this Contract and enforcing the rights and remedies of the parties.

**3.10 Merger.** There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this Contract. Any amendments to this Contract shall be in writing and executed by both parties.

**CITY OF ROSEBURG**

***(INSERT CONTRACTOR'S NAME)***

\_\_\_\_\_  
**Nikki Messenger, City Manager Pro-Tem**

\_\_\_\_\_  
***(Name & Title of Person Signing)***

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Tax Identification Number**

Email: \_\_\_\_\_

\_\_\_\_\_  
**Amy L. Sowa, City Recorder**

**EXHIBIT "A"**  
**STANDARD CITY CONTRACT PROVISIONS FOR**  
**ENGINEERING, ARCHITECTURAL OR LAND SURVEYING SERVICES**

The following provisions, if applicable, are hereby included in and made a part of the attached Contract for the engineering, architectural or land surveying services between the City of Roseburg and the Contractor named therein as provided for in the Roseburg Municipal Code, the Oregon Revised Statutes and Federal laws, rules, regulations and guidelines:

**1. DISCRIMINATION IN SUBCONTRACTING PROHIBITED; REMEDIES - ORS 279A.110 AND 279A.105:**

**1.1** The Contractor may not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, disabled veterans or emerging small business enterprise certified under ORS 200.055.

**1.2** By entering into the Contract, the Contractor certifies it has not discriminated and will not discriminate, in violation of Subsection 1.1 against any minority, women, disabled veterans or emerging small business enterprise in obtaining any required subcontract.

**1.3** If the Contractor violates the nondiscrimination certification made under Subsection 1.2, the City may regard the violation as a breach of contract that permits the City to terminate the Contract or exercise any remedies for breach permitted under the Contract.

**2. PREFERENCE FOR OREGON GOODS AND SERVICES; NONRESIDENT CONTRACTOR REPORT TO DEPARTMENT OF REVENUE - ORS 279A.120:**

**2.1** As used in this Section,

- (a)** "nonresident contractor" means a contractor that is not a resident contractor.
- (b)** "resident contractor" means a contractor that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid or proposal for the Contract, has a business address in this state, and stated in the bid or proposal for the Contract that it was not a "resident bidder" under ORS 279A.120.

**2.2** For the purposes of awarding the Contract, the City will:

- (a) give preference to goods or services that have been manufactured or produced in Oregon if the price, fitness, availability and quality are otherwise equal; and
- (b) add the percentage increase to the bid of a nonresident bidder equal to the percentage, if any, of the preference given to the Contractor in the same state in which the Contractor resides.

**2.3** If the Contractor is a nonresident contractor and the public contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract and such other information as the Department may require before the Contractor may receive final payment on the Contract. The City shall satisfy itself that the requirement of this Section has been complied with before it issues a final payment on the public contract.

**3. PREFERENCE FOR RECYCLED MATERIALS - ORS 279A.125:**

**3.1** Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider of a quotation and subject to Section 3.2, when procuring goods for any public use, the City shall give preference to the procurement of goods manufactured from recycled materials.

**3.2** The City shall give preference to goods that are considered to be made from recycled materials if:

- (a) The recycled product is available;
- (b) The recycled product meets applicable standards;
- (c) The recycled product can be substituted for a comparable nonrecycled product; and
- (d) The recycled product's cost does not exceed the cost of a comparable nonrecycled product by more than five percent, or a higher percentage if a written determination is made by the City.

**4. PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES - ORS 279B.220:** The Contractor shall:

**4.1** Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the performance of the work provided for in the Contract.

**4.2** Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

**4.3** Not permit any lien or claim to be filed or prosecuted against the City or any subdivision, agency or employee thereof on account of any labor or material furnished.

**4.4** Pay to the Department of Revenue, all sums withheld from employees pursuant to ORS 316.167.

**5. SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL - ORS 279B.225:** If the Contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**6. PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES - ORS 279B.230:**

**6.1** Contractor shall promptly as due, make payment 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 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 services.

**6.2** The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under the Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage that complies with ORS 656.126 for their workers. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

**7. HOURS OF LABOR - ORS 279B.235:** This Section does not apply to public contracts for goods or personal property.

**7.1** No person shall be employed for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except for contracts for personal services, the employee shall be paid at least time and a half pay for:

- (a) All overtime in excess of eight hours a day or forty hours in any one week, when the work week consists of five consecutive days, Monday through Friday; or

- (b) All overtime in excess of ten hours a day or forty hours in any one week, when the work week is four consecutive days, Monday through Friday; and
- (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020, or all holidays specified in a collective bargaining agreement.

**7.2** For personal services contracts, employees shall be paid at least time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

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

- 8. **EXCLUSION OF RECYCLED OILS PROHIBITED - ORS 279B.240:** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.
- 9. **HIGHEST STANDARDS – ORS 279B.055(c):** By entering into the Contract, Contractor agrees the services provided shall meet the highest standards prevalent in the industry or business most closely related to the services to be provided.
- 10. **CONSEQUENCES FOR FAILURE - -ORS 279B.055(h):** Contractor understands that failure to provide services which meet the highest standards in the industry may result in consequences including, but not limited to:
  - (a) reducing or withholding payment;
  - (b) requiring the Contractor to provide, at Contractor’s own expense, additional services identified in the scope of work to meet the established performance standards; or
  - (c) declaring a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or other applicable law.
- 11. **COMPLIANCE WITH LAWS:** Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in performance of this Contract.

**EXHIBIT “C”**  
**RFQ NO. PW-19-01**

**DESCRIPTION OF SERVICES**

**BACKGROUND:** The City of Roseburg maintains approximately 114 centerline miles of paved streets within the City. The City has a database of streets and pavement condition ratings utilizing the Streetsaver pavement management software. The database has not been fully updated since 2015 and additional streets have been annexed, but the subscription is current and all completed overlay and slurry projects have been entered. The latest monthly Streetsaver report has been attached as Exhibit “F” for informational purposes only. The City is currently dedicating approximately \$1.2 million annually to pavement management projects.

**SERVICES TO BE PROVIDED:** The following is a brief list of services that may be performed as part of this master contract.

- Contract Administration
  - Prepare draft scope of work for negotiation of each task order
  - Identify methods and procedures for regular contact and communication
  - Establish project schedules
- Pavement inspection/evaluation services
  - Field data collection
  - PCI calculations
  - Update Streetsaver Database with current data
- Maintenance and rehabilitation recommendations – types of proposed treatments
- Budget planning including update of a 5 year CIP plan
  - Update assumptions and decision matrixes within Streetsaver
  - Update recommended types of treatments
  - Update cost estimating tools and assumptions
- Review results of previous five years program and compare to expected results
- Training and assistance
- Preliminary street selection (annually)
- Preliminary design and cost estimating
- Final design including ADA upgrades
- Prepare construction bid packages utilizing ODOT and City specifications for paving and ADA improvements
- Provide engineer’s estimate of costs
- Assist during the bid process/make award recommendations
- Construction management services
  - Reviewing bid results and making engineer’s recommendation
  - Preparing conformed contract documents for signatures
  - Attend and run pre-construction meeting
  - Review/Approve submittals
  - Process RFI’s, PR’s, Change Orders, and Pay Requests

- Perform inspection services during construction
- Prepare/approve final closeout paperwork
- Prepare as-built documents
- Prepare or assist in preparation of ODOT required documents including ADA compliance paperwork, modification to standards requests for federal aid roadways, other forms/paperwork as required
- Council and Commission presentations
- Other miscellaneous services as required

Work to be performed will be authorized by individual task orders over a 5-year contract. Specific projects will be detailed and managed in separate task orders to the Master Contract. Standards, formats and specifications for the deliverables will be outlined in each task order.

**EXHIBIT “D”  
RFQ NO. PW-19-01**

**MINIMUM QUALIFICATIONS**

1. Proposer must be licensed pursuant to state law and registered to do business in the City of Roseburg before signing a contract with the City.
2. Proposer must not be disqualified by the City, the Department of Administrative Services or the State Contractor’s Board from working on public contracts.
3. Proposers must have professional qualifications, experience, competence, and knowledge of designing and completing pavement management related projects for similar sized cities.
4. Proposers must be able to complete a project in a timely manner. Proposers must demonstrate a record of timely past performance of at least three projects of similar scope listed in Exhibit “C”.
5. The proposer must have a demonstrated record of financial stability.

**Note:**

**FAILURE TO MEET THE FOREGOING MINIMUM QUALIFICATIONS OR OTHER REQUIREMENTS SET FORTH IN THIS RFQ MAY CONSTITUTE A SUBSTANTIAL NON-CONFORMANCE AND EXCLUDE FURTHER CONSIDERATION OF THE SOQ.**

**EXHIBIT "E"**  
**RFQ NO. PW-19-01**

**EVALUATION CRITERIA**

To ensure equitable evaluation of the SOQs, CITY will use weighted evaluation criteria as indicated in the following table. A selection committee will evaluate each responsive SOQ to determine the responsible proposer whose SOQ the City determines to be the most advantageous to the City based on the evaluation process and criteria below.

SOQ Substantially Complies with all RFQ requirements.

Yes\_\_\_ No\_\_\_ If No, indicate the manner in which the SOQ is non-conforming.  
Non-conforming SOQs will not be considered for award:

Evaluation Criteria	Available Points
<input type="checkbox"/> <b>Key personnel's professional qualifications and experience</b>	<b>20</b>
<input type="checkbox"/> <b>Availability/capability to perform the work and recent experience with comparable projects</b>	<b>20</b>
<input type="checkbox"/> <b>Quality of previous projects and capability to complete projects without major cost escalations</b>	<b>20</b>
<input type="checkbox"/> <b>Ability to manage design and construction process, including experience in construction management and ability to provide qualified inspectors</b>	<b>20</b>
<input type="checkbox"/> <b>References/experience of firm (including prior work with City of Roseburg)</b>	<b>10</b>
<input type="checkbox"/> <b>Demonstrated ability to meet schedules and deadlines</b>	<b>10</b>
<input type="checkbox"/> <b>Demonstrated understanding of current pavement technologies and PROWAG standards</b>	<b>20</b>
<input type="checkbox"/> <b>Other services/additional information</b>	<b>5</b>
<b>SOQ Score</b>	<b>0 - 125</b>

# EXHIBIT "F"

## City of Roseburg

Run Date: 05/31/2019

