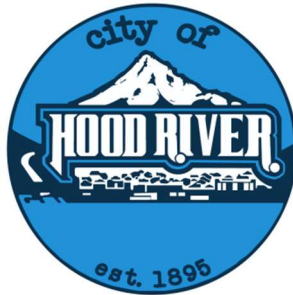


**CITY OF HOOD RIVER, OREGON**



**REQUEST FOR QUALIFICATIONS**  
to provide

**CAPITAL IMPROVEMENT PROGRAM**  
**ON-CALL**  
**ENGINEERING SERVICES**

June 2024

For Information Regarding this Proposal contact:

Randy Achziger  
Project Manager  
541-436-3510  
[r.achziger@cityofhoodriver.gov](mailto:r.achziger@cityofhoodriver.gov)

# ADVERTISEMENT

## CITY OF HOOD RIVER REQUEST FOR QUALIFICATIONS

to provide

## CAPITAL IMPROVEMENT PROGRAM

## ON-CALL

## ENGINEERING SERVICES

The City of Hood River is seeking statements of qualifications from qualified Engineering firms and Engineers to provide “on-call” professional project management, professional engineering design services, and surveying to support the City’s Capital Improvement Program (CIP).

The selected prequalified firms are the basis for project specific Requests for Proposal’s (RFP’s) for the City’s multi-year CIP for municipal infrastructure improvements including but not limited to project management, project design of water, sewer, stormwater, roadway, ADA ramps, providing topographic surveys and base mapping, and design of other discrete projects as needed.

Contract duration shall be one fiscal year from July 1 through June 31, with two optional one-year contract extensions. Annual firm compensation not to exceed \$250,000 per fiscal year.

Proposals shall be received on or before 5:00 pm July 16, 2024, at the City of Hood River Public Works Office, 1200 18th Street (or by mail at 211 2nd Street) Hood River, Oregon 97031. Electronic submittals will also be accepted via email to [R.Achziger@cityofhoodriver.gov](mailto:R.Achziger@cityofhoodriver.gov). All submittals received after the designated time and date will not be considered.

The City may reject any submittal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all submittals on a finding of the City that is in the public interest to do so. The City of Hood River reserved the right to reject any and all submittals and to waive any and all informalities in the best interest of the City. The City is not liable for any costs incurred by consultants in replying to the RFP or in preparing for or delivering any oral presentations that may be required during the selection process.

Requests for Proposals and appendix documents are available from the City of Hood River website <https://cityofhoodriver.gov/bid-center-rfps/> or via e-mail request to [R.Achziger@cityofhoodriver.gov](mailto:R.Achziger@cityofhoodriver.gov)

### PUBLISHED:

This request for Proposals shall be advertised in the Daily Journal of Commerce: Friday, June 7<sup>th</sup>, and Monday June 10<sup>th</sup>. It will also be published in Columbia Gorge News Wednesday June 12<sup>th</sup>.

## **REQUEST FOR QUALIFICATIONS**

### **ADVERTISEMENT**

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## **SECTION 1 – GENERAL INFORMATION**

The City of Hood River has identified a need for Engineering Services and requests qualifications from qualified Engineering firms to perform “on-call” as needed professional engineering services to include but not limited to project management, engineering design services, and surveying in conjunction with the City’s Capital Improvement Program (CIP).

The statement of qualifications should demonstrate the firm’s capability and expertise in planning and design of municipal infrastructure improvements including but not limited to project administration and management, design of water, sewer, stormwater, roadway, ADA ramps, providing topographic surveys and base mapping, and provide examples and references for similar recent work. Work may include design of other discrete projects as needed.

City anticipates due to limitations of project funding, effects of scheduling deadlines, nature and duration of some projects, multiple firms are required to meet these needs. Therefore, the City shall evaluate the firms submitting qualifications to create a “short list” of pre-qualified consultants.

City may request proposals from the short list of consultants with qualifications in the opinion of the City best fit the specific requirements of the proposed project.

The Consultant may decline to participate in any RFP without risking invitation for future work.

When projects may exceed the limits of this “on-call” agreement, City reserves the right to advertise for proposals or may use the short list of pre-qualified consultants to request proposals.

Qualifications packets must be submitted by the deadline shown in the advertisement. For specific information on submittal requirements, see Section 3.

## **SECTION 2 – NATURE OF WORK**

### **1. INTRODUCTION**

Selected Consultant(s) will provide Engineering Services in accordance with the general scope of services outlined below. The Professional Services agreement herein defines the terms and conditions regarding performance of “on-call” professional engineering services.

Municipal projects can vary from multi-million-dollar utility infrastructure replacement to ADA ramp and sidewalk replacement. The number and size of projects is dependent upon available annual funding, City does not guarantee nor imply assignment of work projects or compensation.

City Public Works Staff and Consultant will collaboratively develop and negotiate scope, details, budget, and schedule for each project prior to signing the project specific agreement for engineering services.

### **2. SCOPE OF PROFESSIONAL SERVICES**

- Act as City’s Project Manager and point of contact for municipal projects, supporting design by outside consulting engineers.
- Manages project budget and design progression, providing project updates, managing scope changes, tracking design decisions and extra work.
- Provides construction plan review, evaluates construction cost estimates.
- Act as City’s Project Design Engineer for municipal projects. Scheduling topographic surveys and geotechnical investigations. Administer, review, coordinate, and facilitate design of municipal

infrastructure projects. Coordinating with utilities, and with City staff on project progression, permitting, design decisions, plan preparation, bidding and assisting City during construction.

- Review and approve design modifications during construction, record and process documents, provide as-built record drawings.
- Prepare correspondence and reports as needed by the project and circumstances.
- Develop agendas and preside over pre-construction, pre-design, and utility/ transportation meetings.
- Work closely with the Public Facilities Inspectors to coordinate project inspection to ensure code and standards compliance.

**3. SERVICES TO BE PROVIDED BY THE CITY**

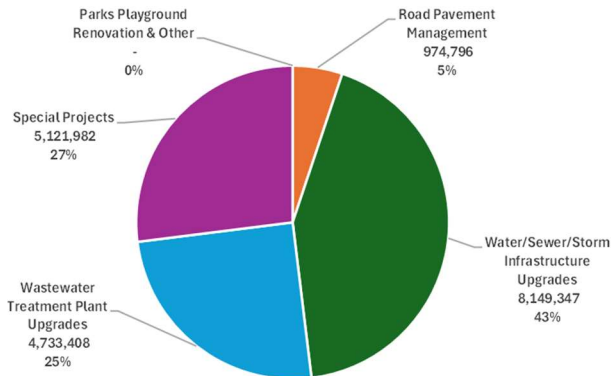
- Information previously developed or otherwise available in City Files including survey files, studies and plans.
- City guidelines, policies, and regulations to be used while providing Engineering Services.

**4. PROJECT SCHEDULE**

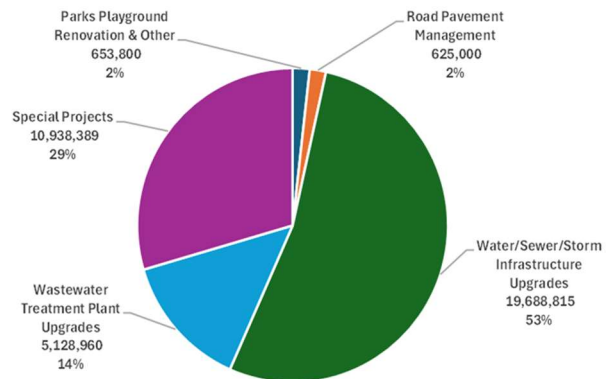
- Consultant will provide Engineering Services for one fiscal year, from July 1 through June 30 with two optional one-year contract extensions.
- Project specific schedules shall be negotiated on a project-by-project basis.

**5. CAPITAL IMPROVEMENT PROGRAM**

- City investment in municipal infrastructure improvements requires the collaboration of City staff and Consultants providing necessary Engineering Services.
- Graph provides budget expenditures over five-year history and five-year projection.



**Capital Projects FY19/20-FY23/24**  
( Historical CIP )



**Capital Projects FY24/25-FY28/29**  
( Five Year CIP )

## SECTION 3 – PROPOSAL SUBMITTAL

The City of Hood River has identified a need for Engineering Services and requests qualifications from qualified Engineering firms to perform “on-call” as needed professional engineering. City anticipates multiple firms are required to meet these needs. Therefore, the City shall evaluate the firms submitting qualifications as defined herein to create a “short list” of pre-qualified consultants.

The Consultant may decline to participate in any RFP without risking invitation for future work.

When projects exceed the limits of this “on-call” agreement, City reserves the right to advertise for proposals or may use the short list of pre-qualified consultants to request proposals.

### 1. PROCEDURE FOR SUBMITTALS

A bound, original “Statement of Qualifications and Proposal” for the work proposed shall be submitted in 8.5” x 11” format. “Z- folded 11” X 17” exhibits may be included as necessary and will count as one page each. Please include two additional paper copies and one .pdf of your proposal.

Submittals must be received at the City of Hood River Public Works Department not later than the time and date shown in the advertisement. Submittals will be date and time stamped upon receipt.

**Submittals are due by the deadline shown in the advertisement.**

Submittals received after the time specified will not be considered and will be returned unopened.

#### Mail Submittals To:

Director of Public Works  
City of Hood River  
211 2<sup>nd</sup> Street  
Hood River, Oregon 97031

#### Deliver Submittals To:

Public Works Department  
City of Hood River  
1200 18<sup>th</sup> Street  
Hood River, Oregon 97031

Seal submittals in an opaque envelope or other appropriate packaging with the name and address of the consultant on the outside of the envelope. Emailed or Faxed proposals will not be considered. Envelopes shall be labeled “Development Engineering Services”.

It is the sole responsibility of the offering consultant to ensure receipt by the City of their Statement of Qualifications by the specified time at the specified location.

### 2. COST INCURRED

The City of Hood River is not liable for any costs incurred by the consultant in the preparation or presentation of the proposal or for preparation and participation in an interview if one is needed.

### 3. CONTENT OF SUBMITTALS

The proposal shall include, in the order shown, the information requested in the items listed below. The total page count of the proposal shall not exceed fifteen (15) and the minimum type font is eleven (11). Proposals not conforming to the specified limits may be considered non-responsive. Submittals will be judged based on completeness and quality of content.

The categories to be included in each submittal are outlined below along with the maximum number of points that will be assigned to each category in the evaluation process.

CONTENT AND EVALUATION CRITERIA	MAXIMUM RATING SCORE
1. Introductory Letter	0
2. Consultant Firm Qualifications	20

3. Key Personnel Qualifications	25
4. Quality of Client Service	30
5. Hourly Fee Personnel Cost	5
6. Local Experience	10
7. Supporting Information	10
8. Insurance Coverage	(see note below)
9. Computer Equipment	(see note below)
<b>TOTAL</b>	<b>100</b>

NOTE: Insurance Coverage and Computer Equipment must meet City requirements for the proposal to be considered.

1. Introductory Letter

An introductory letter shall name the person or persons authorized to represent the consultant in any negotiations and sign any contract, indicate whether the firm has the manpower and resources to complete the work within the schedule established, indicate the firm has read and will sign the Professional Services Agreement (sample included in this RFP as Appendix 1) without changes or state specific changes requested.

2. Consultant Firm Qualifications

Provide a statement of the firm's qualifications and experience relevant to the described work. The response should address the following:

- a) General qualifications and experience of the firm.
- b) Specific areas of expertise applicable to the described work.
- c) List recent similar projects by type, size, design and construction cost, project location, including and Owner representative contact information.
- d) List main office including branch office location.
- e) List Sub-Consultants and percentage of work performed.

3. Key Personnel Qualifications

Provide qualifications, experience and professional registrations for the key personnel who will work on this project. The response should address the following:

- a) Qualifications and experience of principals with respect to the described work.
- b) Qualifications and experience of the project manager and discipline leads.
- c) Qualifications, experience and location of key technical staff to be assigned to the project.
- d) Number and specialty of Sub-Consultants.

4. Quality of Client Service and Work

Provide a statement, examples and references demonstrating the quality of service provided to clients. The response should address the following:

- a) Long-term clients and firm references.
- b) Primary location of technical design team likely assigned to the project.
- c) Accessibility to City and availability for meetings.
- d) Internal procedures and/or policies for quality assurance and cost control.
- e) Internal procedures and/or policies to establish productive client relationships.
- f) Internal procedures and/or policies to maintain effective client communication.

5. Cost

The consultant shall supply a fee schedule outlining hourly rates for all potential employees performing contract services on this project projected out for each fiscal year.

6. Local Experience

The consultant shall reference project experience in Hood River, identify any previous work experience by key personnel in or for the City of Hood River.

7. Supporting Information

To better evaluate firm capability for specific “on-call” project assignment, City shall consider the specific work experience and supporting information provided herein. Consultant to rank capability and preferred area of practice, provide clarification, exposition, or comments for tasks in Table G.

Rate by preferred area of practice ( 1 – 9 )				Table G	
Project Management		Water Distribution		Pump Stations	
Structural		Sanitary Collection		Traffic Analysis	
Civil / Site		Stormwater		Surveying	
<b>Areas of practice or capability not specifically listed</b>					

Provide supporting materials in an appendix to include specific project references, and personal resumes. Supporting information will not be included in the page count limit, however the City prefers the consultants provide only relevant data (maximum 5 pages).

8. Insurance Coverage

The selected consultant shall provide certifications for all coverages and shall include the City of Hood River, its officials, employees, and agents as “Additional Insured” on all coverages except workers compensation. The City’s required insurance coverage is described in the sample professional services agreement contained in Appendix 1 to this RFP. Insurance coverage must meet City requirements for the proposal to be considered.

9. Computer Software

The consultant's electronic deliverables must be compatible with City software, and industry standards including MS office suite, AutoCad, Adobe Acrobat, Bluebeam, ERSI, etc. Computer software must meet City requirements for the proposal to be considered.

**SECTION 4 – EVALUATION OF CONSULTANTS**

**1. APPLICABLE LAWS AND REGULATIONS**

The consultant evaluation and selection process will be carried out in accordance with the Request for Proposals and applicable State and City legal requirements.

**2. EVALUATION PROCESS**

A consultant selection committee will review and rank the proposals submitted based upon the criteria listed in Subsection 3.3. Responding firms receiving the highest scores may be invited to make a brief oral presentation and be interviewed by a selection panel. Criteria for the oral interviews will be



provided when invitations are issued, but elaborate presentations are not desired. The consultant team Project Manager would be expected to attend the interview, if held.

### **3. SCHEDULE-**

Submittal date in accordance with Section 3.

### **4. RIGHT TO AWARD OR REJECT**

The City expressly reserves the following rights:

1. To reject any and/or all irregularities in the Proposal
2. To reject any and/or all of the Proposals or portions thereof.
3. To select any consultant whose Proposal is in the best interest of the City

### **5. PROJECT AWARD AND CONTRACT**

Following City acceptance of the consultant's proposal, City staff will confirm the scope of services and fee schedule with the consultant and will prepare the final Professional Services Agreement.

### **6. PAYMENT FOR SERVICES**

Once the City of Hood River Personal Services Contract has been signed and work on the project has commenced, the City will pay the consultant for services performed based on the negotiated scope of work and the accepted Contract rates in accordance with the terms of the Contract. The City will make monthly progress payment within thirty (30) days following receipt of proper invoices.

Payments for extra work will only be made when authorized in advance and in writing by the City.

# APPENDIX - A

# SAMPLE

## CITY OF HOOD RIVER PROFESSIONAL SERVICES CONTRACT

### PARTIES:

City of Hood River ("City")  
211 2nd Street  
Hood River, OR 97031

XYZ Consulting ("Contractor")  
XXXX SW Fourth Avenue  
Portland, Oregon 97201

### RECITALS:

**WHEREAS**, the City desires to engage the Contractor to provide Development Engineering Services as set forth in the attached Exhibit A which is incorporated herein by this reference; and

**WHEREAS**, the Contractor is suitably qualified, ready, willing and able to provide the services described in Exhibit A (the "Scope of Professional Services"), in accordance with the terms set forth this Contract; and

**NOW, THEREFORE**, based on the foregoing Recitals, which are incorporated herein, and the mutual promises of the parties, the parties agree as follows:

- 1. Statement of Work.** Contractor shall provide and perform the services set forth in Exhibit A within the term of this Contract. Contractor shall report to and coordinate with the Director of Public Works in accordance with the terms and conditions of this Contract.
- 2. All Costs by Contractor:** Contractor shall, at its own risk and expense, perform the Work and, except as provided in this Contract, furnish all labor, equipment and materials required for the full and proper performance of the Work.
- 3. Qualified to Provide Work:** Contractor has represented, and by entering into this Contract now represents, that Contractor, and all persons employed by Contractor assigned to work on this Contract, are fully qualified to perform the service to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
- 4. Contract Documents:** This Contract includes the following documents, which are incorporated herein by this reference and made a part here of: Exhibit A (Scope of Professional Services), Exhibit B (Budget) and Exhibit C (Hourly rates).
- 5. Contract Term:** This Contract shall be effective (date), 2020 and shall be completed and terminate on

or before (date) unless terminated earlier or extended in accordance with Section 8. Contract termination does not extinguish or prejudice City's right to enforce this Contract with respect to any default by Contractor that has not been cured, and Contract termination does not extinguish City's liability for commitments as set forth in Paragraph 6.

**6. Compensation:** City agrees to pay Contractor not to exceed \$XX,XXX for performance of the Work described in Exhibit B during the term of the Contract, which payment shall be based upon the following terms:

a. Contractor shall provide City with monthly itemized billing statements describing the work performed by each of Contractor's professionals or those of its subcontractor(s) and the amount of time for each task performed, along with an itemization of all reimbursable costs and expenses.

b. Hourly rates for all professionals shall be those stated in the schedule of rates provided by Contractor in Exhibit C.

c. City shall pay each of Contractor's monthly bills within 30 days of presentment, less any disputed amounts, which shall be withheld until the dispute is resolved.

**7. Indemnification:** Contractor agrees to and shall defend, save, hold harmless and indemnify City against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to Contractor's activities or those of its officers, employees, subcontractors or agents, under this Contract. Contractor shall not be responsible for any claims, suit, actions, losses, damages, liabilities, costs or expenses directly, solely, and proximately caused by the negligence of City.

**8. Termination, Modification and Amendment:** This Contract may be terminated with or without cause by the terminating party giving 30 days written notice to the other party. This Contract may be modified or amended, including the term, only by a written instrument signed by both parties.

**9. Independent Contractor Status:**

a. Contractor is and shall perform all Work as an independent Contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product. However, the City shall not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

b. Contractor understands and agrees that it is not an "officer" or "employee" of the City, as those terms are used in ORS 30.265.

c. Contractor is responsible for all federal, state and local taxes and fees applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

**10. Assignment and Subcontracts:** Contractor may subcontract work under Contract only as described

in Exhibit A and then only to the subcontractors identified in Exhibit A, unless approved in writing by the City. Contractor shall be fully responsible for the acts and omissions of all assigns and subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any Contractual relation between the assignee or subcontractor and City.

**11. Governing Law; Venue; Consent to Jurisdiction:** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**12. Merger Clause; Waiver:** This Contract and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. To the extent the terms of this Contract conflicts with the attached exhibits, the terms of this document control. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained.

**13. Insurance:** Contractor shall, at its own expense, at all times during the term of this contract, maintain in force:

- a. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance in the amount of \$1 million per occurrence and \$2 million aggregate;
- b. A professional errors and omissions liability policy in the amount of \$1 million;
- c. A comprehensive automobile liability policy, including owned and non- owned automobiles, in the amount of \$2 million; and
- d. Workers compensation insurance consistent with state law requirements.

The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act and are subject to change in accordance with any changes in limits under the Oregon Tort Claims Act.

Liability insurance coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by (b) above. The City shall be named as an additional insured on all policies except (b). Certificates of insurance acceptable to the City shall be filed with City prior to the commencement of any work by Contractor. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage until at least 30 days prior written notice has been given to City. A certificate that states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

**14. Ownership of Work Product.**

- a. Definitions. As used in this Section 14, and elsewhere in this Contract, the following terms

have the meanings set forth below: (i) Drawings, specifications and other documents, including those in electronic form, prepared by the Contractor and the Contractor's consultants are Instruments of Service intended and authorized for use by the City. (ii) "Work Product" means all copies of such Instruments of Service provided by Contractor to City pursuant to the Work.

b. Original Works. The Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain common law, statutory and other reserved rights in their work, including any applicable copyrights. All Work Product provided by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City, which may use them without the Contractor's further permission for any lawful purpose. Under no circumstances will the transfer of ownership of drawings, specifications, electronic data or other Instruments of Service be deemed to be a sale by the Contractor, and the Contractor makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

c. Third Party Works. Upon execution of this Contract, the Contractor grants to the City a nonexclusive license to reproduce the Contractor's Instruments of Service for purposes of constructing, using and maintaining the Project. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Contract. Any unauthorized use of the Instruments of Service for any purpose other than the Project shall be at the City's sole risk and without liability to the Contractor or the Contractor's consultants. The City shall indemnify and hold harmless the Contractor, Contractor's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any unauthorized use of drawings, specifications, electronic data or other Instruments of Service.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR: XYZ Consulting:

CITY of Hood River:

\_\_\_\_\_  
John Doe                      Date

\_\_\_\_\_  
Abigail Elder                      Date  
City Manager

Approved as to form: \_\_\_\_\_  
Daniel Kearns, City Attorney