

PROPOSER'S SUBMITTAL CHECKLIST

Proposals must be submitted by the time designated in the advertisement for the Request for Proposals at City Hall and marked received with time and date by City staff. Any proposals submitted after the designated closing time or to any other location will be determined nonresponsive and will not be opened. It is the responsibility of the Proposer to deliver the proposal by the indicated deadline to the designated location.

If the Proposer submits a proposal via a delivery service (FedEx, UPS, etc.) the required sealed envelope must be enclosed in the delivery service packaging and the Project Title of the proposal must be written on the outside delivery service packaging.

Proposers should **submit five (5) copies** of their proposal. In addition to the hard copy (printed paper) version, Proposer should provide an electronic version of the Proposal on a USB drive in non-editable, Adobe format.

Proposals should include the following:

- Introductory Letter
- Experience with Similar Projects
- Project Team Qualifications
- Project Understanding, Delivering the Scope of Work, & Project Approach
- Rate Information (sealed envelope)
- Non-Collusion and Conflict of Interest Certification (Exhibit 1)
- Certification Statement for Corporations or Independent Contractors (Exhibit 2)
- Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit 3)
- Insurance Requirements (Exhibit 4)
- Signed Addenda (if applicable)



Engineering & Architectural Services RFQ

REQUEST FOR QUALIFICATIONS/PROPOSALS

Umatilla Police Station

Design and Construction Documents

CITY OF UMATILLA, OREGON

Proposals Due by 4:00, October 5, 2022

Notice is hereby given that the City of Umatilla (City), Oregon, is requesting proposals from qualified design firms ("Design Firm") to provide complete planning, design, bidding and construction administration services for a new Police Station, referred to as the "Project."

The primary purpose in using the RFQ process is to obtain detailed design and construction documents that will allow the City to procure a qualified contractor to construct the proposed facility.

The Request for Qualifications/Proposals can be downloaded from the City of Umatilla website at www.umatilla-city.org or a printed copy can be obtained by contacting the City of Umatilla Finance Department, 700 6th Street/PO Box 130, Umatilla, OR 97882, or phone (541) 922-3226, Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m. There is a \$35 charge for printed RFQ documents.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all Proposers known by the City of Umatilla to have received a complete set of the RFQ documents will receive email notification when additional items are posted to the website. For questions or clarifications regarding this RFQ or to be added to the Interested Proposer's list, contact Melissa Ince, Finance & Administrative Services Director, at (541) 922-3226 x 104.

Optional Pre-Proposal Meeting: There will be an optional pre-proposal meeting for discussion of the RFQ at City Hall, 700 6th Street, Umatilla, Oregon, on September 14, 2022, from 2:00-3:00 p.m., in the City Council Chambers. Attendance at the pre-proposal meeting is strongly recommended.

Sealed proposals must be received by the City of Umatilla, City Hall, 700 6th Street, Umatilla, OR, not later than **4:00 p.m., October 5, 2022**, addressed to the City of Umatilla, Attention: Melissa Ince, Finance & Administrative Services Director, 700 6th Street, Umatilla, OR 97882. On the outside of the envelope, please reference "RFQ for Design Services for the construction of a new Police Station" along with the name and address of the Proposer. Faxed or electronic (email) responses will not be accepted. Proposals received after the closing date and time will not be opened or reviewed.

The City may reject any Proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all Proposals 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.

SECTION 1 – BACKGROUND AND INTRODUCTION

This RFQ is issued under the provisions of the Oregon Revised Statutes Chapters 279A, 279C, and the City of Umatilla Municipal Code public contracting rules. All proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid proposal by any proposer shall constitute admission of such knowledge of the part of such proposer.

1.1 INTRODUCTION

The City of Umatilla (City) is seeking proposals from qualified firms for the design and construction documents for a new Police Station at the current location of that facility.

The City of Umatilla is a municipal governmental entity providing a full range of services, including police protection; sewer; water; construction and maintenance of highways, streets, and infrastructure; recreational activities and cultural events.

Umatilla is located in Eastern Oregon, 185 miles east of Portland and 20 miles south of the Tri-Cities, Washington. With a 2020 population of 7520, Umatilla sits in the northwest corner of Umatilla County. The City employs approximately 60 staff and is governed by a City Council comprised of six Councilors and the Mayor. The Council acts as the Local Contract Review Board for the City. With a robust economic base, Umatilla is experiencing tremendous growth and is well poised to maximize the current growth potential.

The City has identified the need for a new police station. The new police station will be located in the 300 block of 6th Street in Downtown Umatilla, on approximately 1.48 acres, adjacent to the current police station. Police operations will continue at the current site until the new building is complete. Following completion, the old station will need to be demolished or relocated to allow for parking.

The new building will be a two-story structure with approximately 10,000 square feet. The current station will remain in operation while the replacement station is built. The new building will be a two-story structure. It will house all police department operations. The estimated budget for the police station is \$7.5M.

Plans for the new facilities should incorporate modern technology, staffing, community needs, and meet the latest earthquake and safety standards. Additional information about the City of Umatilla can be found at www.umatilla-city.org.

1.2 EXISTING POLICE STATION SITE AND BACKGROUND INFORMATION

The existing police station is a modular, four-piece office building that was placed in 1994 and is a 4,500 square foot, single-story building. It is located at 300 6th Street in Umatilla, Oregon. The City Council has determined that Umatilla's existing police station is inadequate to meet the police and emergency response needs of the community. Emergency power and electrical wiring are substandard; the station lacks appropriate restrooms and locker space for male and female employees; it is not accessible to people with mobility limitations; lacks secure parking areas for police vehicles and employee vehicles; and the size of the existing station limits the station's use as an emergency facility.

The City has property in the same block of the existing police station to allow for construction of a new police station and demolition of the existing station. Location and site maps are included as Attachment A.

1.3 EXISTING POLICE STATION SITE AND BACKGROUND INFORMATION

The existing police station was placed in 1984 when the City of Umatilla had a population of approximately 1,000 and a police staff of 6. Today Umatilla's population exceeds 7,500 and police staffing is approximately 15 FTE. The current building is approximately 4,500 square feet and sits on a 0.43-acre parcel, which limits parking and will not accommodate expansion of the existing station. The proposed 1.48-acre site is owned by

the city will facilitate construction of a new Police Station. Location and site maps are included as Attachment A.

The current station has been internally reconfigured multiple times to meet changing space requirements of the department. The City identified a need to replace the Police Department. The City Council has determined that the existing building site is inadequate to meet the police response needs of the community. The following is a sampling of critical needs that have been identified that the current police station is unable to provide:

- Larger lobby area for the public that provides separation between victims, suspects, and sex offenders.
- Work space to utilize volunteers.
- Secure interview/holding rooms.
- Training and Meeting Spaces.
- Evidence Storage Space.
- Locker and/or storage space for employees.
- Off-street parking for employees and off-street and secure parking for emergency vehicles.
- Sufficient back up power to operate during an emergency and to continue to provide necessary services during a critical incident.
- Adequate HVAC.
- Adequate restrooms.
- Effective communication between workgroups.

SECTION 2 – PROCUREMENT REQUIREMENTS

2.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Finance & Administrative Services Director will issue the Request for Qualifications/Proposals document and will be the sole point of contact for the City for questions, concerns, and protests.

Each Proposer should provide **five (5) total copies** of their proposal with one copy marked “ORIGINAL.” In addition to the hard copy (printed paper) version of Proposal, Proposer should provide an electronic version of the Proposal on a USB drive in non-editable, Adobe format. The outside of the sealed envelope should reference “RFQ for Design Services for the construction of a new Police Station”. Proposals must be received by the City of Umatilla, at City Hall not later than **4:00 p.m., October 5, 2022**, addressed to the City of Umatilla, Attention: Melissa Ince, Finance & Administrative Services Director, 700 6th Street/PO Box 130, Umatilla, OR 97882.

Submittal Address & Process Questions:

City of Umatilla

Finance Department

Melissa Ince, Finance & Administrative
Services Director

700 6th Street/PO Box 130

Umatilla, OR 97882

Email: melissa@umatilla-city.org

Phone: 541-922-3226 x 104

Technical Project Questions/Scope of Work:

Darla Huxel, Police Chief

Email: huxel@umatilla-city.org

Keith Kennedy, Police Lieutenant

Email: kennedy@umatilla-city.org

Phone: 541-922-3789

Telephone, facsimile, or electronically transmitted Proposals will not be accepted. Proposals received after the specified date and time will not be given further consideration. Proposers submitting Proposals are solely responsible for the means and manner of their delivery, and are encouraged to confirm delivery prior to the deadline.

2.2 PROCUREMENT TIMELINE/QBS RFP SCHEDULE

Time is of the essence to obtain Engineering & Architectural Design Services. The City anticipates the following procurement timeline for receiving and evaluating the proposals and selecting a Consultant for this RFQ. The timeline listed below may be changed if it is in the City’s best interest to do so.

RFQ Issued	September 1, 2022
Optional Pre-Proposal Meeting	September 14, 2022 2:00 p.m.
Questions or Solicitation Protests Due	September 21, 2022
Last Date for Addenda Issued	September 28, 2022
Proposal Submittal deadline	October 5, 2022 4:00 p.m.
Proposal Evaluation	October 10, 2022
Proposed Optional Interviews	October 12, 2022
Notice of Intent to Award	October 13, 2022

Protest Period Ends	October 20, 2022
City Council Award & Negotiation Approval	November 1, 2022
Commence Contract Activities	November 15, 2022

2.3 OPTIONAL PRE-PROPOSAL MEETING

An optional pre-proposal meeting will be held at City Hall, 700 6th Street, Umatilla, Oregon, on September 14, 2022 at 2:00 p.m. in the Council Chambers. This meeting is designed to clarify the information that is contained in this solicitation and provide an opportunity for questions and answers about the RFQ. Attendance at the pre-proposal meeting is strongly recommended.

2.4 CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City of Umatilla reserves the right to make changes to the RFQ by written addendum, which shall be issued to all prospective Proposers known to the City of Umatilla to have received the Proposal Document.

A prospective Proposer may request a change in the RFQ by submitting a written request to the address set forth above. The request must specify the provision of the RFQ in question, and contain an explanation for the requested change. All requests for changes or additional information must be submitted to the City of Umatilla no later than the date set in the RFQ Schedule.

The City of Umatilla will evaluate any request submitted, but reserves the right to determine whether to accept the requested change. If in the Finance & Administrative Services Director's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum as stated above. Any addenda shall have the same binding effect as though contained in the main body of the RFQ. Oral instructions or information concerning the scope of work of the project given out by City of Umatilla managers, employees, or agents to the prospective Proposers shall not bind the City of Umatilla.

1. All addenda, clarification, and interpretations will be posted on the City of Umatilla's website at City of Umatilla Bids, RFPs, RFQs. Proposers known by the City of Umatilla to have received a complete set of the proposal documents will receive notification when additional items are posted.
2. No addenda will be issued later than the date set in the RFQ Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarification.
3. Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the Proposal submittal.

2.5 TRADE SECRETS AND PUBLIC RECORDS LAW

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the Proposal the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City of Umatilla as a result of this RFQ. Proposer should not mark the whole proposal document "confidential".

If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), Proposers must mark each sheet of such information with the following legend: **"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."** Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance". Therefore, nondisclosure of City documents or any portion of a City document submitted as part of a Proposal may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the Proposal, material designated as confidential shall accompany the Proposal, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any Proposal marked as a trade secret in its entirety will be considered nonresponsive.

2.6 CANCELLATION

The City of Umatilla reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City of Umatilla's best interest, OAR 137-048-0250. In no event shall the City of Umatilla have any liability for the cancellation of award.

2.7 LATE PROPOSALS

All Proposals that are not received by the deadline stated in the RFQ Schedule will be considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within City of Umatilla's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the stated deadline.

2.8 CONDITIONS OF SUBMITTAL

By the act of submitting a response to this RFQ, the Proposer certifies that:

1. The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City of Umatilla, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.
2. The Proposer has examined all parts of the Request for Qualifications/Proposals, including all requirements and contract terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
3. The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and that no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
4. The Proposer has demonstrated quality experience providing the required professional services.

2.9 PROPOSER REQUESTS INTERPRETATION OF RFQ DOCUMENTS

1. Proposers shall promptly notify the City of Umatilla of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents.

2. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for same to the Purchasing Coordinator at the submittal address located in Section 2.1.
3. The City of Umatilla shall make interpretations, corrections, or changes of the Proposal Documents in writing by published Addenda. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.
4. Should any doubt or difference of opinion arise between the City of Umatilla and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City of Umatilla shall be final and binding upon all parties

2.10 PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

Requests for information regarding City of Umatilla services, programs, or personnel, or any other information shall be submitted in writing directly to the Finance & Administrative Services Director at the address in the Invitation. All requests for additional information shall be submitted in writing. Answers shall be provided to all Proposers of record on the date that answers are available.

2.11 COMPETITION

Proposers are encouraged to comment, either with their submittal or at any other time, in writing, on any specification or requirement within this RFQ, which the respondent believes, will inordinately limit competition.

2.12 PROTEST OF SPECIFICATIONS

A protest of any provision in this RFQ must be made in writing and directed to the Purchasing Coordinator at the address listed in the RFQ and shall be received no later than the date listed in the RFQ Schedule. Any protest must address the requirement, provision or feature of this RFQ or its attachments, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

2.13 COST OF RFQ AND ASSOCIATED RESPONSES

This RFQ does not commit the City of Umatilla to paying any costs incurred by any Proposer in the submission or presentation of a Proposal, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary. Proposers shall not include any such expenses as part of their Proposals.

2.14 CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, & REVISIONS

1. The City of Umatilla reserves the right to obtain clarification of any point in 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 a finding that the Proposer is non-responsive and consequent rejection of the Proposal.
2. The City of Umatilla may obtain information from any legal source for clarification of any Proposal or for information on any Proposer. The City of Umatilla need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.
3. The City of Umatilla may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City of Umatilla, become part of the public records and may be disclosed accordingly.

4. The City reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the City.
5. The City of Umatilla reserves the right to request revisions of proposals after the submission of proposals and before award.
6. The City of Umatilla reserves the right to negotiate revisions to the final contract, as well as price, with the successful proposer.
7. To the maximum extent allowed by law, the City may waive Proposal irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

2.15 REJECTION OF PROPOSALS

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

1. Failure of the Proposer to adhere to one or more of the provisions established in this RFQ.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City of Umatilla 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 of Umatilla that it is in the public interest to do so.

2.16 MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

1. A Proposal may not be modified, withdrawn, or canceled by the Proposer for 60 (sixty) calendar days following the time and date designated for the receipt of Proposals.
2. Proposals submitted early may be modified or withdrawn only by notice to the City of Umatilla Finance & Administrative Services Director, at the Proposal submittal location, prior to the time designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. All such communications shall be so worded as not to reveal the amount of the original Proposal or any other material contents of the original Proposal.
3. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

2.17 PROPOSAL OWNERSHIP

1. All Proposals submitted become and remain the property of the City of Umatilla 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.
2. Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the City of Umatilla shall make available to any person requesting information through the City of Umatilla's processes for disclosure of public records, any and all information submitted as a result of this solicitation without

obtaining permission from any Proposer to do so after the Notice of Intent to award has been released.

2.18 DURATION OF PROPOSAL

Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or changes 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.

2.19 AFFIRMATIVE ACTION

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes.

2.20 DISADVANTAGED, MINORITY, WOMEN, & EMERGING SMALL BUSINESSES (DMWESB)

Umatilla encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Proposers may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055.

2.21 INTENT TO AWARD

All responsive and evaluated respondents to this RFQ will be notified of the Selection Committee's recommendation and the City's intent to award an agreement not less than seven (7) days prior to award of agreement. The notice of intent to award an agreement will be directed to the person who has signed the Proposal on behalf of the Proposer.

2.22 PROTEST OF INTENT TO AWARD

A Proposer may protest the award of a contract or the intent to award such a contract, whichever occurs first, if the following conditions are satisfied: (1) The Proposer must be adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower bids or higher ranked Proposals are non-responsive; (3) The City has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the Solicitation Document; (4) The City has abused its discretion in rejecting the protestor's bid as non-responsive; (5) The City's evaluation of the Proposals or the subsequent determination of award is otherwise in violation of OAR 137-048-0240.

The Proposer must deliver the written protest to the Purchasing Coordinator within seven days after issuance of notice of Intent to Award. A Proposer's written protest shall specify the grounds for protest. The City shall not consider a Proposer's contract award protest submitted after the above timeline.

2.23 NOTICE TO PROCEED

Work under the Agreement may not begin until the Notice to Proceed has been issued. The City will issue the Notice to Proceed after execution of the Contract. The Notice to Proceed will state the date work under the Agreement shall begin.

2.24 RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.120 and ORS 279A.125, requires public contracting agencies, in determining the lowest responsible Proposer, to add a percent increase to each out-of-state Proposer's bid price which is equal to the percent of preference given to local Proposers in the Proposer's home state. That is, if the low Proposer is from a state that grants a 10 percent preference to its own in-state Proposers, the Oregon Agency must add 10 percent to that Proposer's price when evaluating the bid.

For details, check Oregon's Reciprocal Preference Law website at:

<http://www.oregon.gov/DAS/EGS/ps/Pages/reciprocal.aspx>

Proposers in need of any assistance in the application of this law should contact the State Procurement Office: State of Oregon, Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285. Telephone: 503-378-4642

2.25 CITY REPRESENTATIVE AND CONTRACT ADMINISTRATOR

The City's Representative or designee shall have full authority to act on behalf of the City with respect to administration of the provisions of this Contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The Representative or designee shall also have authority to reject all work that does not conform to the Contract Documents.

The City's Contract Representative/Administrator will be the Police Chief, Darla Huxel, or her designee.

2.26 NOTICES, INVOICES, AND PAYMENTS

All notices, invoices, 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 OF UMATILLA: 700 6th Street
 P.O. Box 130
 Umatilla, Oregon 97882

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this section.

2.27 DEFINITIONS (as used in these contract documents, except where the context otherwise clearly requires)

CITY, OWNER means the City of Umatilla, Oregon.

CITY'S REPRESENTATIVE, CONTRACT ADMINISTRATOR means the person or persons designated by the City to administer this Contract and monitor compliance hereunder.

CONTRACT DOCUMENTS means all written documents existing at the time of execution of this Contract and setting forth the obligations of the parties, including the Request for Proposals, Professional Engineering Services Contract, Scope of Services, Special Provisions, Non-Collusion and Conflict of Interest Certification, Independent Contractor Status, and Proposal Response, and other attachments, exhibits, or addendums applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in the Contract Documents enumerated above.

CONTRACTOR, CONSULTANT, PROPOSER, RESPONDENT means the person or firm that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

DELIVERABLE means the acceptable product or service as identified in the statement of work; received as requested at the right: time, place, quality, quantity, and price. A deliverable must be measurable to determine that all conditions and acceptable performance are met.

RESPONSIBLE PROPOSER means a Person that has submitted an Offer and meets the standards set forth in OAR 137-047-0640 or 137-049-0390(2), and not debarred or disqualified by the Contracting Agency under OAR 137-047-0575 or 137-049-0370.

RESPONSIVE PROPOSAL means an Offer or Proposal that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

STATEMENT OF TIME means a period of time, unless stated as a number of City business days, shall include Saturdays, Sundays, and holidays. The word "day" as used in this RFQ document, and any resulting contract awarded as a result of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

SUBSTANTIAL COMPLETION means a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

WORK means all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

SECTION 3 – SCOPE OF WORK

The following is the scope of services desired. A detailed scope of work will be developed with the selected Design Firm.

3.1 SERVICES PROVIDED BY THE CITY: Proposers shall assume that the City will provide specialty services as follows

- Geotechnical
- Environmental Testing
- Specialty inspections and/or materials testing as needed for items such as steel and concrete and roofing
- Archeological surveys

INFORMATION PROVIDED BY THE CITY:

- Provide the use of existing maps, aerials and AutoCAD base map for design and reproduction purposes.
- Provide existing studies or community development plans that may affect decisions or recommendations. The City will provide any zoning and land division ordinances or information that is relevant to the project.
- Provide stakeholder contact information.
- Schedule and facilitate City Council meetings and prepare agendas as needed.

3.2 DESIGN PHASE RESPONSIBILITIES AND DELIVERABLES

3.2.1 Have a project “kick-off” meeting that introduces a review of existing conditions review including: 1) Introduction of team members, 2) site tour, 3) review any existing design or scoping information.

3.2.2 Develop projected project design schedule.

The schedule will be comprised of 6 distinct phases that are part of the overall “Design Process”:

- A. Pre-design Phase:** This is a time for the selected firm to become familiar with Umatilla and the site including the physical and environmental aspects of the site, adjacent properties, traffic patterns and to conduct multiple sessions with the Council, the public and other interested parties to learn what people want to see from the project.
- B. Schematic Design Phase:** This phase is where ideas are put to paper to explore options. Over time ideas will coalesce into concepts that reflect the ideas of Council, staff and interested parties. At some point this phase will produce a single concept that is adopted by the City Council that will become the “Base” for future design phases. The Schematic Design Phase is where conversations regarding sustainability elements of the project are introduced.
- C. Design Development Phase:** This is where the “base” concept from the schematic design phase is further developed including more detailed drawings of interiors/exterior, finishes and preliminary ideas about required structural improvements and mechanical systems begin to develop. Prior to completion of the design development phase, hold a meeting to present the design to the City Council and public for final comment. If needed, revise design development documents until approved.

- D. **Contract Drawing Phase:** This is where decisions about finishes, design details for interiors and exteriors and the literal “nuts and bolts” decisions regarding floor, wall, mechanical, structural, lighting, sound system specifications are finalized down to the allowable options list.
- E. **Bidding Phase:** This is where the construction contractors submit their proposals based on the Contract Drawings.
- F. **Construction Administration Phase:** This is where the contractor undertakes the work of completing the improvements and the Design Firm monitors the work for quality and compliance with the Contract Drawings.

3.2.3 Throughout the design process and especially during the schematic design phase the selected Design Firm is expected to work closely with the City Council, City staff, and the broader community to provide conceptual designs as options for the new Facility.

3.2.4 Take primary responsibility for planning and coordination with local planning and building officials during pre-design to ensure compliance with City requirements.

3.2.5 Meet regularly and as necessary with appropriate city officials to assure that developing and final designs and drawings are consistent with applicable codes as interpreted by the officials having jurisdiction.

3.2.6 Advise and coordinate implementing costing, savings, value engineering, and control procedures and documentation to meet budgetary limitations.

3.2.7 Ensure design progresses in accordance with the design schedule.

3.2.8 Advise in the selection of any additional consultants and contractors as needed.

3.3 CONSTRUCTION DOCUMENTS PHASE RESPONSIBILITIES AND DELIVERABLES

3.3.1 Develop Construction Documents, including detailed designs, drawings, specifications and any other documentation needed for the City to obtain construction bids.

3.3.2 Consult with the City to prepare bid packages.

3.3.3 Assist the City in evaluating contractor bids or proposals.

3.3.4 Obtain permitting agency plan checks and permits prior to the release of contractor bid packages.

3.4 CONSTRUCTION PHASE ACTIVITIES

3.4.1 Assist the City during the construction phase of the Project as a technical expert and advisor to the City.

3.4.2 Collect and maintain records during the entire Project period.

- 3.4.3** Perform a detailed analysis of the construction contractor's proposed schedule to identify flaws in logic or potential points where claims are most likely to occur. Continue to monitor and report schedule compliance or issues to the City.

Visit construction site to monitor progress, workmanship and to conduct project design and specification compliance inspections.

- 3.4.4** Alert City to any concerns or potential problems as soon as they are recognized by the Design Firm. Convey alternatives to the City and make recommendations regarding solutions that are in the City's best interests.
- 3.4.5** Attend construction meetings and maintain project documentation as necessary.
- 3.4.6** Review and track all shop drawings submittals to assure compliance with Construction Documents. Closely coordinate status of shop drawing with construction contractor to ensure project will progress smoothly. This is a critical component of the Construction Document phase and a key responsibility of the Design Firm. This will be monitored regularly by the City.
- 3.4.7** Track change orders and recommend responses to requested change orders or other changes to the contract documents and assist the City with change order negotiations.
- 3.4.8** Prepare all change orders for review and submit for City approval. Ensure that all approved change order work is incorporated into the Project construction. Report any impact the change orders may have on scope, quality, overall budget, and on timely completion of the Project.
- 3.4.9** Evaluate contractor pay requests. Ensure that all certified pay records are submitted by the Construction Contractor and maintained. Evaluate certified pay records for accuracy and reasonableness.
- 3.4.10** Immediately notify City of any potential or actual general contractor claims, investigate, conduct analysis and make recommendations for options for City action.

3.5 CLOSE OUT PHASE ACTIVITIES

- 3.5.1** Prepare and monitor punch list
- 3.5.2** Confirm status and completion of punch list and prepare Certificate of Final Completion to be issued upon City's direction.
- 3.5.3** Continue coordination with appropriate local building officials.
- 3.5.4** Receive, review and approve for completeness and accuracy contract closeout documentation, as-builts, O&M's and recommend final acceptance when appropriate. Provide hard and digital copies of all construction/as-built documents for archiving by City.
- 3.5.5** Review and make recommendation for final payment to the construction contractor.

3.6 PROPOSED PROJECT SCHEDULE

The Consultant will coordinate the Project Schedule with the City and the Design Consultant. The proposed Project Schedule includes:

- Finalize facility design Fall 2023
- Issue solicitation for project construction Spring 2024
- Begin construction Summer 2024
- Complete construction and commission the facilities for occupancy Fall 2025

Note: The City must secure construction funding for the new facility. There could be a gap up to 24 months between completion of design and commencement of construction.

3.7 PROJECT REVIEWS AND PROJECT REPORTS

Work progress will be reported to the City's Project Manager (Police Chief) and Project Team on a regular (weekly) basis, dependent on the project phase, unless additional information is required. Comprehensive monthly progress reports including the planned Project Schedule versus the actual progress shall accompany all billings submitted to the City. The Consultant shall submit a recommended report format for City review and approval. The reports and schedules shall be approved by the City as a condition of payment.

3.8 DELIVERABLES

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. All deliverables resulting from this Agreement will become the property of the City. As such, the Consultant and any subcontractors grant the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Umatilla.

3.9 INDEPENDENT CONTRACTOR

The Consultant shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFQ. The parties intend that Consultant, in performing the services specified in this contract, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. Consultant is not considered an agent or employee of the City of Umatilla, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Umatilla provide its employees.

3.10 KEY PERSONNEL/PROPOSED PROJECT TEAM

It is the City's expectation that the Consultant's personnel and team identified in the proposal shall be the same team used once the project is initiated unless changes are negotiated between the City and the Consultant prior to final contract execution. If unforeseen circumstances require a deviation from the proposed project team, the City reserves the right to review the proposed replacement. The City will then either approve the change or request that a different replacement be proposed. If an agreement cannot be reached, the City reserves the right to terminate the contract.

SECTION 4 – SELECTION PROCESS AND PROPOSAL REQUIREMENTS

4.1 SELECTION PROCESS

The process to select a Design Firm to provide complete planning, design, bidding and construction administration services for a new Police Station will consist of a solicitation of proposals from all Proposers interested in providing the required services described in this RFQ. Proposers must meet the requirements and demonstrate the necessary experience and professional qualifications to complete the project with the essential staff on time and within budget and provide the required ongoing services in an efficient and cost-effective manner to the City. The City intends to contract for the “best value” service that offers the desired level of quality at a reasonable price.

4.2 PROPOSAL SUBMITTAL INSTRUCTIONS

In order to be considered for this project, proposals must be received no later than October 5, 2022 at 4:00 p.m. The proposal is to be submitted without proposed fees.

Each Proposer should provide **five (5) total copies** of their proposal with one copy marked “ORIGINAL.” In addition to the hard copy (printed paper) version of Proposal, Proposer should provide an electronic version of the Proposal on a USB drive in non-editable, Adobe format.

Proposals must be submitted on letter-sized (8.5” X 11”) paper. Margins must be at least 1/2” on all sides. Font size can be no smaller than 12 point. **Proposals must not exceed fourteen (14) single-sided pages or seven (7) double-sided pages.** Proposers must include an introductory letter (described below) with the proposal. The letter must not exceed two pages and the letter is **not** included within the 14/7 page limitations. City reserves the right to reject Proposals that are deemed illegible or too difficult to read.

4.3 PROPOSER REPRESENTATIONS

The Proposer further agrees to the following:

1. To examine the scope of services and conditions thoroughly.
2. To provide for appropriate insurance, deposits, and bonds, if required.
3. To comply fully with the scope of services for the agreed contract.
4. That any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFQ.

4.4 JOINT PROPOSAL

If Proposer is a partnership or joint venture, information must be provided for each partner or joint ventures, and each partner or joint ventures must sign the Proposal and any contracts on behalf of both itself and the Proposer, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the Proposal setting forth the business and service delivery agreements between the parties.

4.5 PROPOSAL REQUIREMENTS

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Proposer to mislead the City, may disqualify the Proposer. Each Proposer shall meet the following (Sections 4.6 and 4.7) in addition to describing their qualifications and commitment to providing the required scope of services.

4.6 PROPOSAL FORMAT AND REQUIREMENTS

Consultant should have experience with design and construction management, overseeing police facility construction or public facility construction project management services. Submittals will be evaluated by the criteria listed below and should be organized and identified in the same order.

1. Introductory Letter – An Introductory Letter should be provided indicating an expression of interest in the project, the capability to provide the entire scope of services described herein and a willingness to enter into a contract with the City based on the terms and conditions contained in the Personal Services Agreement, Attachment A. The letter should provide general information relative to the firm's size, history, personnel and areas of expertise. References to awards may be included here. The Introductory Letter should name the person(s) authorized to represent the Proposer in negotiations and the name of the person(s) authorized to sign any contract that may result. The letter should be signed by an authorized representative of the Proposer. Any exceptions to the Sample Agreement should be provided within this Letter.

2. Project Experience with Similar Projects - Proposer must describe the firm's specific experience in providing architectural services in the design and construction of similar projects for a public building project, preferably for fire or police facilities.

Provide at least three examples of relevant project experience completed recently by the proposed project team. If the project was over five years ago, describe your experience with new technology and security features for public facilities, preferably fire and police facilities. Include completed projects that best characterize the proposed project team's work quality and successful project results. The reference information requested below should relate to the proposed project manager, as well as the Proposer's firm, and any other team members who will have substantial and significant project responsibilities.

1. Agency name, location of project, and year(s) service was provided.
 2. A description of the team's role (stating whether a prime contractor, sub, or consultant).
 3. A list of key staff assigned – include names of key personnel proposed for this project who also participated in the reference project, including their role and duration on the reference project.
 4. The total estimated cost of the project (at programming phase) and final cost of project, number of change orders for the project and any additional relevant information.
 5. Type of project and summary of scope of services provided.
 6. Indication of which type of construction contracting was used.
 7. Reference contact name, phone number, and email.
-
3. Project Team Qualifications – Proposer must demonstrate relevant experience with comparable projects for key members of Proposer's project team, including a list of projects performed within the last ten years, most comparable to the requested services for all phases of the project. Include concise, summary resumes of the key members focusing on relevant qualifications, specific areas of expertise, special training, project experience, educational background, licenses and certifications.
 1. Describe key personnel or team member's primary office location and how their geographic proximity to the project will assist the City in delivery of the project. Please include a description of where key personnel for this project will be based, as well as the amount of travel anticipated, and other items you consider important to demonstrate this ability.
 2. Provide availability, current assignments and locations, for Project Manager, Project Principal, and key personnel. List all current projects. Identify the scope of each project and

project cost. Identify the starting dates for all projects and the completion dates (where completed). List the anticipated percentage of time the Project Manager they will have available for this project.

3. Identify the portions of the project anticipated to be performed (in part) by subcontractors.
 4. Describe the Project Manager's experience with similar projects, and interdisciplinary teams, and project communications covering public involvement, jurisdictional negotiations, and political processes.
 5. Describe any unique qualifications the Proposer's project team has to perform this work.
 6. List the names of the team members who will be performing the work on this project and their responsibilities.
4. Project Understanding, Delivering the Scope of Work & Project Approach - The Proposer's general approach to performing the project, providing the required scope of services to meet project goals, concisely demonstrating a clear understanding of the project, partnering with multiple stakeholders and communicating with project team members. Include tasks that are important for prudent management and required sequencing of the tasks for a successful project. Note significant issues or concerns that should be addressed.
1. Provide a level-of effort summary breakdown of time and staff by task for the firm's responsibilities under this contract. Identify key personnel to be used on this project, the area of responsibility and total days and hours per overall task. Tasks the Proposer expects the City or a subcontractor to complete should be noted
 2. Describe your team approach to providing the scope of work listed in the RFQ and Section 3 to deliver a successful project. Describe your general approach to performing the project, concisely demonstrating a clear understanding of the project goals and how the firm will assist in meeting these goals. Characterize your approach to partnering with multiple stakeholders and communicating with project team members.
 3. Describe how the team is uniquely positioned to help the City achieve the delivery of the scope of work in the most thoughtful and efficient manner. Submit a preliminary timetable regarding the general steps that the team will take to ensure the City achieves critical milestones.
 4. What are the biggest challenges you expect to encounter? Describe how you will address those challenges.
 5. How would the team bring to bear lessons learned from other states, the federal government, or local jurisdictions to guide best practices in delivery services for this large project?
 6. Describe any special or unique benefits your team can provide that are especially well-suited for Project Design and Pre-Construction Oversight and Construction Management.

4.7 RATE INFORMATION - Proposer must provide pricing information in a separate sealed envelope clearly labeled as "RATE INFORMATION – FOR NEGOTIATION USE ONLY".

4.8 ADDITIONAL ATTACHMENTS TO PROPOSAL SUBMITTAL

The following should be included with the Proposal Response.

- a. Non-Collusion and Conflict of Interest Certification (Exhibit 1) – Sign and submit with Proposal.
- b. Certification Statement for Corporations or Independent Contractors (Exhibit 2) - Complete and submit with Proposal.

- c. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit 3) - Complete and submit with Proposal.
- d. Insurance Requirements (Exhibit 4) – Sign and submit with Proposal.
- e. Addenda - All addenda of this RFQ should be submitted as part of the Proposal Response. Receipt of each addendum shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer should ascertain, prior to submitting a Proposal, that the Proposer has received all addenda issued by the City of Umatilla. Addenda are posted on the City of Umatilla's website at www.umatilla-city.org.

SECTION 5 –EVALUATION CRITERIA

5.1 PROPOSAL EVALUATION

The Selection Review Committee will be comprised of approximately six (6) members. The role of the Selection Review Committee is to evaluate the Proposer's qualifications and award a contract to the Proposer that will best meet the City's requirements for this Project, the scope of services described herein, and will best serve the needs of the Project working collaboratively with the City to oversee the design and construction of the Police Facilities.

Each proposal will be judged on its completeness and quality of its content. Each evaluator shall independently assign a score to each evaluation criterion based on the written proposals. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from the proposals. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed.

The three Proposers with the highest scores may be invited to an Interview/Oral Evaluation with the Selection Review Committee. If oral evaluations are conducted, the City intends for the award to be made to the responsible proposer having the highest combined score. If oral evaluations are not conducted, award will be based on the highest scoring responsible proposer for the written portion to enter into the price negotiations. A contract will be awarded to the firm whose proposal will be the most advantageous to the City in terms of all the evaluation criteria stated herein and allows the most efficient and economical use of public funds.

5.2 EVALUATION CRITERIA

5.2.1 Introductory Letter

- Proposer should include an Introductory Letter and expression of interest in the project
- Proposer should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the Personal Services Agreement, Attachment A.
- The letter should provide general information relative to the firm's size, history, personnel and areas of expertise. References to awards may be included here also.
- The letter should name the person(s) authorized to represent the Proposer in any negotiations and the name of the person(s) authorized to sign any contract that may result.
- The letter should be signed by an authorized representative of the Proposer.
- Exceptions to the Sample Agreement, if applicable, should be included here.

5.2.2 Experience with Similar Projects

Proposer must describe the firm's specific experience in providing architectural services in the design and construction of similar projects for a public building project, preferably for fire or police facilities.

Evaluation Criteria:

- The team shows specific relevant Police facility experience.
- Proposer provided requested information for sample projects.
- Experience is current and Proposer provides information on similarities to this project.
- Teams' ability to provide a project within the reasonable range of the estimated project costs.
- The project experience and references presented should not just relate to the Proposer's firm, but should include those for the proposed Project Manager and all other team members who will have substantial and significant project responsibilities.

- Projects demonstrated professional capabilities on engineering projects and demonstrated qualification and commitment to provide quality-assurance/quality-control procedures.

5.2.3 Project Team Qualifications

A capable, dedicated project team is crucial to any successful project. Proposer must demonstrate relevant experience with comparable projects for key personnel of Proposer's project team.

Evaluation Criteria:

- How well do the Team's qualifications and experience relate to this scope of work?
- Proposer's team identified the use and specific tasks to be performed by any subcontractors or the City.
- Current assignments and location of all important team members was noted.
- Proposer provided qualifications, special training, specific areas of expertise, educational background and certifications, project experience, and other relevant experience of all key personnel and subcontractors.
- Project Manager (team leader) is identified and has experience in both construction and design disciplines and leading and overseeing similar-sized projects. Does the Project Manager have expertise to cover all phases of the Project?
- Staffing is available to perform the work for the duration of the contract.

5.2.4 Project Understanding, Delivering the Scope of Work, & Project Approach

Proposer must describe their approach to the proposed Project Schedule and include staffing requirements for the project and a clear understanding of the Project goals.

Evaluation Criteria:

- Described approach is innovative yet realistic.
- Proposer provides a reasonable preliminary timetable.
- Proposer provided detailed staffing requirements for the project.
- Project detail was organized by task and included the key persons performing those tasks, and the estimated hours or days required to complete the work involved for each major task category.
- Proposer describes lessons learned from previous projects and how to guide best practices for this project.
- Proposer provides special or unique benefits to the City.

5.3 RFP EVALUATION

The goal of the evaluation process is to select a firm that will best meet the City's requirements and expectations for experience, qualifications, and staff expertise capable of providing the needed project services. Each proposal will be judged as to the extent that it demonstrates the Proposer's qualifications and understanding of the services requested and required for a successful project, and the staffing proposed to meet the project goals and schedule. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process.

5.4 OPTIONAL ORAL EVALUATIONS/INTERVIEWS

At the City's option, Oral Evaluations/Interviews may be conducted with the top three Proposers after written proposals are evaluated. The City reserves the right to offer oral evaluations/interviews to more or fewer Proposers. If held, a possible 100 points will be attributed to interviews.

After the interviews, each evaluator shall independently assign a draft score to each evaluation criterion based on the presentation. Then the evaluators shall meet and share their key findings. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize their scores. Final presentation scoring by each evaluator will then be summed. The interview scores and the written evaluation scores will be combined resulting in a final total score, with the maximum potential score for any proposer being 200 points.

The Selection Review Committee may ask additional questions related to the proposal and the scope of work. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule. Interviews will take place at a location to be determined in Umatilla and Proposers will be responsible for their travel expense.

5.5 EVALUATION CRITERIA

Scoring will be completed covering all areas listed below in the Evaluation Criteria and may include Oral Evaluations/Interviews. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total Proposal score. Selection will be made using the criteria indicated in Section 5.2 and an agreement will be negotiated. Once selected, the Proposer must be prepared to negotiate the contract price with the City within 24 hours. Final determination of the selected Proposer is contingent on agreement between the City and the Proposer on the negotiated price.

Evaluation factors and the maximum points to be awarded will be as follows:

Criteria	Maximum Score
A. Introductory Letter	5
B. Performance History	30
C. Project Team Qualifications	30
D. Project Understanding, Delivering the Scope of Work & Project Approach	35
TOTAL POINTS AVAILABLE	100

5.6 PRICE AGREEMENT NEGOTIATIONS

The City will attempt to reach a final agreement, including a detailed scope of work, project schedule, and fee schedule, 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. The negotiation process may continue in this manner through successive consultants until an agreement is reached or the City terminates the consultant contracting process, ORS 279C.110.

SECTION 6 – CONTRACT REQUIREMENTS

6.1 CONTRACT AWARD

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFQ, Attachments and Exhibits, Proposer's Response, clarifications, addenda, and defined Statement of Work. All such materials constitute the Contract Documents. The Issuing Office is the sole point of contact for the issuance and compliance of the contract and insurance. The contract shall be substantially in the form of the Sample City's Personal Services Agreement, Attachment B.

In addition, the Proposer should indicate there is no conflict of interest or collusion on the part of the Consultant's submission of a proposal for the services being solicited under this RFP, see **Exhibit 1, Non-Collusion and Conflict of Interest Certification**. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

The Proposer hereby agrees to accept the contract terms of the attached Sample Agreement. Otherwise, exceptions to the contract must be submitted by the Proposer with their proposal response and included in the Introductory Letter.

6.2 INSURANCE CERTIFICATES

The successful Proposer must be covered by Workers' Compensation Insurance, which will extend to and include work in Oregon. If Proposer is exempt from Workers' Compensation, Proposer should indicate they are exempt from workers' compensation within the Introductory Letter of the Proposal Response.

As listed in the Agreement, the successful Proposer must also submit Certificates of Insurance addressing general liability insurance, automobile and collision insurance, and professional liability insurance. An overview of the Insurance Requirements is defined in Exhibit 4. Proposers should submit Exhibit 4 to acknowledge and accept the insurance requirements noted therein.

The Proposer shall demonstrate willingness and ability to provide a Certificate of Insurance that reflects the Insurance Requirements within approximately ten (10) days of the Notice of Contract Award

ADDITIONAL ATTACHMENTS

ATTACHMENT A – Project location and site map

ATTACHMENT B – Sample Personal Services Agreement

EXHIBIT 1 Non-collusion & conflict of interest certification

EXHIBIT 2 Certification Statement for Corporation or Independent Contractor

EXHIBIT 3 Proposer Representations & Certification

EXHIBIT 4 Insurance Requirements



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

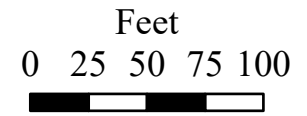
POLICE DEPARTMENT RFP

Attachment A - Project Location and Site Map

Legend

Subject Properties

Tax Lots



MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Jacob Foutz, on 8/24/2022

ATTACHMENT B
PERSONAL SERVICES AGREEMENT
STANDARD TERMS AND CONDITIONS
FOR AGREEMENT TO PROVIDE DESIGN AND PROJECT MANAGEMENT SERVICES
AS THE OWNER'S REPRESENTATIVE FOR THE NEW POLICE STATION PROJECT FOR THE CITY OF
UMATILLA, OREGON

ARTICLE I: SCOPE

For consideration set forth in Article V, the firm of _____, a professional consulting engineering firm, hereinafter referred to as CONSULTANT, agrees to provide design and construction management services as the Design Firm for the new Police Station Project for the City of Umatilla, Oregon, a municipal corporation, hereinafter referred to as CITY, for the improvements described in the agreement that incorporates these Standard Terms and Conditions and as shown in Attachment A - the Request for Proposals, Proposal Response, Statement of Work, and Compensation Statement. Unless modified in writing as set forth in Article II by the parties hereto, the duties of CONSULTANT shall not be construed to exceed those services and duties specifically set forth in the Agreement.

ARTICLE II: MODIFICATIONS

CITY or CONSULTANT shall not make modifications in the attached agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with the scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE III: RESPONSIBILITIES OF THE CONSULTANT

- A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until the execution of the contract. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Level of Competence. CONSULTANT is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professional engineering firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement.
- C. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation for these cost estimates, the CONSULTANT will apply its experience and judgment.
- D. Document Preparation. CONSULTANT will prepare and furnish all contract documents necessary for the completion of the duties listed in Article I and the construction of the project.
- E. Access to Records. CONSULTANT agrees to preserve and maintain for at least three years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to CONSULTANT in the course of the performance of his duties under the terms of this contract. CONSULTANT further agrees that CITY, or any of its duly authorized representatives, shall,

during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.

- F. Ownership of Documents. Upon completion of this agreement, all design, contract, bid, and record drawings and documents, including computer disks, shall become the property of CITY. CITY will exercise discretion in any re-use of said documents and agrees to hold harmless CONSULTANT for any application of documents for any purpose other than the originally intended use.
- G. State or Federal Requirements. CONSULTANT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A, B, and C, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, CONSULTANT further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Umatilla for projects of this type in question.
- H. Oregon Workers' Compensation Law. CONSULTANT, its sub-consultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- I. Oregon Identity Theft Protection Act. CONSULTANT, and its subconsultants, if any, agree to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the CITY'S obligation to make payment. If the CONSULTANT fails to complete and return the W-9 Form to the CITY, payment to the CONSULTANT may be delayed, or the CITY may, in its discretion, terminate the Contract.

ARTICLE IV: RESPONSIBILITIES OF THE CITY

- A. Authorization to Proceed. CITY shall authorize CONSULTANT upon execution of the contract to start work on any of the services listed in Article I.
- B. Access to Records, Facilities and Property. CITY shall comply with reasonable requests from CONSULTANT for inspection or access to CITY's records, facilities, and properties.
- C. Timely Review. CITY shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as CITY deems appropriate for such examination, and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONSULTANT.

ARTICLE V: COMPENSATION

CITY agrees to pay progress payments for the services in Article I in accordance with the compensation provisions in this agreement and as negotiated in the attached Compensation Statement.

Notwithstanding anything in this agreement to the contrary, the CITY'S obligation to pay money beyond the current fiscal year shall be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other officer charged with the responsibility for preparing the CITY'S annual budget shall include in the budget for each fiscal year the amount of the CITY financial obligation payable in such year and the City Manager or such other officer shall use his/her best efforts to obtain the annual appropriations required to authorize said payments.

Payment will be made within 30 days after the receipt of billing for each service rendered during the month. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any CONSULTANT billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.

ARTICLE VI: INDEMNIFICATION

CONSULTANT agrees to indemnify, defend, and hold harmless CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of CONSULTANT, its officers, employees, or agents.

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, the CONSULTANT shall furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the City. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the CITY.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. Automobile Liability: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. Workers' Compensation insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. Professional Liability insurance on an occurrence or claims made basis with 24 month extended reporting period.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 Each Occurrence
 \$2,000,000 Personal Injury
 \$3,000,000 General Aggregate
 \$3,000,000 Products/Completed Operations Aggregate

The General Aggregate and Products/Completed Operations Aggregate shall apply separately to this project.

2. Automobile Liability: \$2,000,000 Per Occurrence
3. Employers Liability: \$ 500,000 Each Accident
 \$ 500,000 Disease Aggregate
 \$ 500,000 Disease Each Employee
4. Professional Liability Insurance \$2,000,000 Per incident/Claim
 \$2,000,000 Annual Aggregate

C. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to name CITY OF UMATILLA and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONSULTANT'S or any sub-contractor's activities being performed under the Agreement. The Certificate of Insurance must include a copy of the Additional Insured endorsement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
3. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive, by endorsement all rights of subrogation against the City of Umatilla, its officers, employees, and agents for losses arising from work performed by the CONSULTANT for the CITY.

ARTICLE VIII: ASSIGNMENT

This agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this agreement.

Use of sub-consultants by CONSULTANT or subsidiary or affiliate firms of CONSULTANT for technical or professional services shall not be considered an assignment of a portion of this agreement, and CONSULTANT shall remain fully responsible for the work performed, whether such performance is by CONSULTANT or sub-consultants. No subconsultants shall be used without the written approval of the CITY.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

ARTICLE IX: INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article II.

ARTICLE X: SUSPENSION OF WORK

CITY may suspend, in writing, and without cause, all or a portion of the work under this agreement. CONSULTANT may request that the work be suspended by notifying CITY, in writing, of circumstances that are interfering with the progress of work. CONSULTANT may suspend work on the project in the event CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

CITY may terminate all or a portion of the work covered by the agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, CONSULTANT shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent of the time expended on the terminated portion of the project prior to the effective date of termination. CONSULTANT shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing and closing as described in this Article. If no notice of termination is given, relationships and obligations created by this agreement shall be terminated upon completion of all applicable requirements of this agreement.

ARTICLE XII: FORCE MAJEURE

Neither CITY nor CONSULTANT shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XIII: DISPUTE COSTS

In the event either party brings action to enforce the terms of this agreement or to seek damages for its breach, or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XIV: CONFLICT AND SEVERABILITY

In the event of any inconsistency between the terms of this Agreement and the terms listed in any additional attachments to this Agreement, the terms of this Agreement shall control.

Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.

ARTICLE XV: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the CONSULTANT agrees as follows:

The CONSULTANT will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE XVI: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Umatilla County, Oregon.

CONSULTANT:

Date: _____

By: _____

Title: _____

By: _____

Title: _____

Mailing
Address: _____

Telephone: _____

Fax: _____

Corporation Tax No. (if incorporated)

Social Security No. (if individual)

CITY OF UMATILLA, OREGON:

Date: _____

By: _____
David Stockdale,
City Manager

Date: _____

By: _____
Darla Huxel, Police Chief

APPROVED AS TO FORM:

By: _____
, City Attorney

EXHIBIT 1

NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby proposes and, if selected, agrees to furnish project management services as the Owner's Representative in accordance with this Request for Proposals, and Addenda, if applicable, for the term of the Personal Services Agreement and certifies that the Proposer is not in any way involved in collusion and has no known apparent conflict of interest in submitting a Proposal.

Certifications

Non-Collusion

The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City. The fees, prices, and proposal submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices or proposals to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Conflict of Interest

The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. 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, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Proposer's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer's submittals.

Proposer must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with consultants, contractors, subconsultants, or engineers associated with this Project. Furthermore, Proposer must disclose any current or past relationship as a City of Umatilla employee. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

Reciprocal Preference Law – Residency *(check one that applies):*

_____ Resident Proposer _____ Non-Resident Proposer

Signature Block

The Proposer hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Proposer's Name

Telephone Number

Mailing Address, City, State, Zip

Tax Id Number/Social Security Number

Facsimile Number

Email Address

Signature

Date

EXHIBIT 2

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. Contractor is a Corporation, Limited Liability Company, or a Partnership.

I certify under penalty of perjury that Contractor is a (check one):

Corporation Limited Liability Company Partnership Nonprofit Corporation
authorized to do business in the State
of Oregon

Signature: _____

Title: _____ Date: _____

B. Contractor is a Sole Proprietor Working as an Independent Contractor.

Contractor certifies under penalty of perjury, that the following statements are true:

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the City to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide the services.
4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true.

Note: Check all that apply. You must check at least three to establish that you are an independent contractor.

A. Contractor's services are primarily carried out at a location that is separate from Contractor's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.

B. Contractor bears the risk of loss related to the services provided under this Contract.

C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.

D. Contractor makes a significant financial investment in the business.

E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor Signature:

Date:

EXHIBIT 3

PROPOSER REPRESENTATIONS AND CERTIFICATION

REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Failure of the Proposer to complete and sign this form may result in the rejection of the submitted offer. The Proposer will notify Purchasing in the Finance Department within 30 days of any change in the information provided on this form.

The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by and federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the Proposer from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Signature _____
Date

Print Name and Title

Contact Person for this Procurement

Phone _____
Email

EXHIBIT 4

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.** THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$3,000,000.**

_____ If checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

_____ Required By City _____ Not Required by City (Needs Finance Insurance Review and Approval.)

Commercial General Liability insurance with coverage satisfactory to the City on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

_____ If checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

_____ If checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.

_____ Required By City _____ Not Required by City (Needs Finance Insurance Review and Approval.)

Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.**

_____ If checked, the limits shall be \$1,000,000 per occurrence.

_____ If checked, the limits shall be \$5,000,000 per occurrence.

_____ Required By City ____ Not Required by City (Needs Finance Insurance Review and Approval.)

Additional Requirements: Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or City approval. Contractor's coverage will be primary in the event of loss.

Contractor shall furnish a current Certificate of Insurance to the City. Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage. Contractor shall immediately notify the City of any change in insurance coverage. The certificate shall also state the deductible or retention level. The City must be listed as an Additional Insured by Endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions." A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the City.

Certificate holder should be: City of Umatilla, P.O. Box 130, Umatilla, OR 97882. Certificates of Insurance can be faxed to the City Finance Department, Attn: Melissa Ince, at (541) 275-0261.

Contractor's Acceptance

Date

Completed at City by:

Date