



A Guide to Selecting Consultants for Rural Communities

Rural Community Assistance Corporation

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Table 1:

About RCAC

RCAC is a nonprofit organization dedicated to improving the quality of life for rural communities and disadvantaged people through partnerships, technical assistance and access to resources.

RCAC provides a wide range of community development services to create safe and affordable housing; improve water, wastewater and solid waste management; build the capacity of local officials, tribal governments and community-based organizations; and to develop the knowledge base of the rural public through education, publications and training.

RCAC acts as an intermediary to provide suitable and innovative solutions to the financing needs of rural communities. We provide low-interest loans to nonprofit social service, health care and housing development providers and to water/wastewater associations and districts. RCAC became a certified Community Development Financial Institution (CDFI) in 1996.

RCAC develops local officials' ability to manage problems and find cost-effective solutions; increases awareness of rural community drinking water, wastewater and solid waste concerns; provides environmental education to the rural public; and helps communities comply with drinking water and wastewater system regulations.

RCAC provides training and technical assistance in three areas: farm worker housing, self-help housing, local governments and community housing development organizations (CHDOs). The division also works with special projects involving a combination of housing with businesses, social services, health care and child care.

Table 2:

Associations

The following is a list of organizations and other resources that can help you identify professional agencies and consultants.

American Consulting Engineers Council
1015 Fifteenth Street NW
Washington, DC 20005
202/347-7474

Professional Engineers of Oregon
1328 NW Kearney
Portland, OR 97209
503/228-2701

Consulting Engineers Council of Oregon
5319 SW Westgate Drive, Suite 221
Portland, OR 97221
503/292-2348

American Public Works Association
2345 South Grand Boulevard, Suite 500
Kansas City, MO 64108-2625
816/472-6100

National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314-2794
703/684-2800

Also consult your local or regional *Yellow Pages*

Table 3:

Publications and Resources

On Selection of an Engineer . . . How to Find The Best Consultant for Small Water and Wastewater Projects. Prepared by the Small Towns Environment Program (STEP), this document is arranged in notebook format and includes topics, such as:

- Tailoring a request for proposal to the needs of a self-help project
- Interviewing candidates
- Assessing finalists
- Negotiating a contract

The price is \$15. Contact STEP at 518/797-3783 to order or for more information.

A Guide to Qualification Based Selection of Design Professionals: A Key to Quality. Prepared by the American Consulting Engineers Council (ACEC), this 20-page publication explains and promotes the Qualification Based Selection (QBS) process and provides information about the scope of services, establishing engineering fees and qualification evaluations. The price for publication #354 is \$13, or \$5 each for 10 or more copies. Contact ACEC at 202/347-7474 to order or for more information.

Selection and Use of Engineers, Architects and other Professional Consultants . . . Guidelines for Public Agencies. Updated in 1997 by the American Public Works Association (APWA), this “little red book” supports the QBS process and is oriented to public agency officials’ specific needs while providing insight regarding how consultants approach selection and use by public agency clients. The price is \$7.50 for members and \$9 for non-members. Contact APWA at 816/472-6100 to order or for more information.

Choose the Right Consultant for Your Wastewater Project. National Small Flows Clearinghouse’s (NSFC) *Pipeline*, Volume 8, Number 1, Winter 1997. A whole issue of *Pipeline* devoted to this topic includes articles on:

- What communities should do before hiring a consultant
- How to begin your search
- What services consultants provide
- Screening proposals and interviewing candidates
- Negotiating a contract
- Qualifications versus Price

Contact NSFC at 800/624-8301 to order or for more information.

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Introduction

Board members, city councilors and other public officials periodically need the assistance of professional service providers, hereafter referred to as consultants, such as engineers, architects, land-use planners, environmental consultants and others with specific expertise.

At times you need services for an emergency. But in most cases there is enough time to complete a thorough selection and hiring process. This insures that you get the right services for the community, at a fair and reasonable cost.

This booklet outlines a step-by-step process for selecting and hiring consultants to plan, design and manage construction of public water and wastewater facilities. The process applies to hiring all types of consultants for all types of projects.

It is important to follow a thorough process when selecting a consultant. You rely on the consultant's advice for many months (or years) to see a project through the planning, design and construction stages. Consultant selection for short-term and small projects benefits from taking these steps, but the process may be less formal.

How to use this booklet

- **The process.** The process for selecting and hiring consultants is described in six steps. Use any step as a starting point to examine how you are completing the hiring process. Follow all the steps in order to obtain the best results. The steps are designed to build upon each other to make the best possible match of services to solve the problem with available resources.
- **Resources.** Table 1 (on page 3) is a list of agencies that are available to provide assistance to communities. Call on these people for help in completing the consultant selection process. If you are unsure who to contact first, please call any one of these people and they can help direct you to the appropriate person or agency.

Table 2 (on page 3) is a list of organizations and other resources that can help you identify professional agencies and consultants. Table 3 (on page 4) is a list of additional publications or articles that provide a different viewpoint or focus on a different area of the consultant selection

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process. These publications, while not Oregon-specific, often provide a more in-depth discussion and can be very useful if you have only been through this process once or twice in the past.

It would also be helpful to contact neighboring community officials who have been through this process for some “real life” experiences.

- **Exhibits and examples.** This booklet includes document and form samples that others have used in the selection and hiring of consultants. These examples are also available in electronic form upon request. There are many ways to carry out each step. If the example does not seem to match your need, change it. Or call an agency resource person (listed on page 2) for suggestions about other ways to meet your project objectives.

Roles and responsibilities

When beginning a project it is important to know who is responsible for filling the various roles necessary for completion of the project, including:

- owner of the project
- “spark plug”
- coordinator of project design and development
- manager of the day-to-day functions
- construction manager
- legal advisor
- payment of bills

Players in these roles include:

- the public entity (city, district, other)
- consultant(s)
- construction contractor(s)
- regulatory agencies
- technical assistance agencies

This booklet focuses on the selection of a professional consultant to oversee development of the solution, including specific roles and responsibilities.

When starting a long and involved process it is important for the public entity to:

- plan for citizen involvement — early and often;
- have a thorough understanding of the strengths and weakness of the facilities to be replaced or upgraded;

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- have a thorough understanding of the needs that the new facility must meet;
- prepare for budget impacts;
- develop a community consensus about what needs to be done; and
- have agreement among elected officials, staff members and legal counsel on the process to select a consultant.

Overview of the consultant selection process

Why spend all this time and effort to hire a professional? Why not just ask someone who knows this stuff to manage the problem?

Because:

- Each project or problem is different and unique.
- Different professional skills are required to manage each project.
- The community’s goals must be the foundation of the services.
- Value of services depends on having a clear scope of work.

The Request for Proposal (RFP) process provides an effective way to compare the abilities and costs for all prospective consultants and to secure the needed services in a contract.

Cost vs. qualifications

In many states and whenever federal funds are being used, you must follow a Qualification Based Selection (QBS) process that prohibits cost from becoming a selection factor until all firms are ranked and negotiations begin with the highest-ranked firm. This requirement does not currently exist in Oregon, so you have the option of using cost as *one* of your selection factors.

You need to keep in mind that by this process, you will be trying to hire a highly qualified professional to do a job that very few people can do well. As representatives of your community, it is your responsibility to select the consultant with the best qualifications and strongest commitment to your project, no necessarily the one that is the “cheapest.” Most of us have experienced a situation where “the bitterness of low quality remains long after the sweetness of a low price is forgotten.”

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However, as a small community, the reality of your financial situation may mean that you cannot afford the best. By including cost as one of the factors in evaluating candidates, you are indicating that you need to weigh what should be done against what you can afford. The potential danger in doing this is if cost becomes a major factor in your selection process, it will also become your professional consultant's primary focus, often leading to a poorer-quality product. Industry experts estimate that cutting back on spending by *two percent* in the design phase can, through reduced services, add as much as *20 percent* in extra costs in the construction, operation and maintenance stages. Keep this in mind as you go through the process.

The following six steps:

- √ Scope of work
- √ Request for proposals
- √ Review proposals
- √ Rank proposals
- √ Negotiate agreement
- √ Monitor project

Each step focuses on the roles, responsibilities and tasks for the public official or committee member involved in starting a water or wastewater project.

Special note:
Don't sign any contract or agreement until it has been reviewed by a legal advisor and the funding agency(s) you plan on working with.

Step 1

Write a scope of work

Description and goals

Water, wastewater and other infrastructure problems are best solved when the problem is well defined up front. The scope of work for consultation services begins with an overview of the problem faced by the community and the specific project goals. Begin with: “The problem we face is . . .”

Once the general problem is defined, then the scope of work describes the specific services needed. These services may include one or all of the following, or other specific products:

- Preliminary plan, facilities plan, master plan or special studies
- Design and preparation of bid documents
- Identify funding
- Project design
- Studies (i.e., environmental, testing, rates)
- Operation and management plan
- Construction administration

If you select a consultant for a preliminary plan and wish to retain them for design and/or construction management, you should negotiate a new scope of work.

An essential part of the request for proposal (RFP) process is deciding how much of the project to include in the scope of work. It’s important to be specific about what you want done and it is equally important to illustrate how the scope of work fits into the overall goals of the community. This allows professionals who respond to your RFP to thoroughly describe how they will approach your problem.

The headings in the scope of work provide a breakdown into tasks of the services you need. Describe the whole set of services in the RFP. Then ask each consultant to describe how they will work through and involve the community at key points from beginning to end.

Writing the scope of work in a uniform, measurable way is the most important step in this whole process, as well as the most difficult!

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Question:

How should we advertise the RFP?

Answer:

Two general ways are used:

- 1. Send the RFP to a limited number of firms known to have the required skills to do the job. In this way each applicant knows the field is limited and may sharpen their pencil and be more creative in their proposal. Exhibit J provides an example of a request for qualifications (RFQ) letter to develop a qualified list of applicants to implement this method.
- 2. Open competition published and circulated to as many prospective applicants as possible. This method is costly in advertising and staff time. However, it may be required in certain types of projects over \$25,000. A wide range of consultants may respond. Many may not respond with a proposal if they think there are too many applicants.

Several agencies listed in the agency resource list on page 2 can provide names of consultant firms for a general or targeted RFP.

Question:

Do we need a review committee?

Answer:

It is important for applicants to know how the proposals will be judged, including who will rate and rank the proposals. The council or board may appoint itself as the review committee. Typically a review committee is three to five people with various expertise related to the specific project. The committee is appointed at the time the RFP is authorized for release.

Resources

If you need help at this point, collect the information at hand, including any maps, letters and notes from planning discussions and contact one of the resource agencies listed on page 2 for a consultation.

Step 4

Rate and rank proposals

Description and goals

The method used to rate and rank proposals should be described in the RFP. If so, simply follow the procedure to recommend a ranked list of applicants to the official(s) responsible for completing the contracting process.

Suggestions and questions

A sample proposal evaluation form (rating sheet) is provided in Exhibits E, H and M. This is your tool for comparing the proposals to the criteria set out in the RFP and scoring how well each proposal meets the criteria. The following steps are used to complete rating and ranking:

1. Distribute one copy of each proposal to each review committee member three to seven days before the first review committee meeting.
2. Attach a proposal evaluation form to each proposal to be reviewed by each member.
3. Provide each review committee member with a brief description of the process and schedule for rating and ranking the proposals (Exhibits E and M). Be specific about the need to review the proposals and complete a preliminary rating by the first meeting.
4. At the first committee meeting, discuss the schedule, process and contact of references.
5. At the first meeting ask if the committee is ready to do a preliminary rating of proposals. This involves adding up the scores from each member for each of the proposals.
6. The committee then discusses questions and issues about the proposals. If satisfied with the preliminary scoring, the committee may choose to interview the top two or three applicants.
7. At this point the committee should check references on the top two or three firms. The best way to do this is to get a list of their last ten clients and call as many of them as possible (Exhibit N).
8. Each of the top applicants is invited to be interviewed at a specific time as described in the RFP interview procedures. (Keep in mind that the person interviewed may

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not necessarily be the one who does the majority of the work on your project. Try to find out what level of involvement the individuals interviewed will have with your project if their firm is awarded the contract.

- 9. The interviews should be completed on the same day. Committee members may discuss briefly their impressions and rating of each applicant. After the last interview, each committee member completes final scoring of each applicant, adds up the points, and then the committee discusses the results (Exhibit O). When they agree on their rating of each proposal against the criteria, they adopt the ranked list and recommend it to the governing board or council for beginning negotiations to award a contract award.

Question:

Does a contract have to be awarded to the highest ranked applicant?

Answer:

No. Once the ranking is final, you only need to negotiate (in good faith) with the highest-ranked applicant to agree upon the scope of work *at a cost that is fair and reasonable*. If these negotiations are unsuccessful, you can terminate them and begin negotiations with the next-ranked firm. The city council or district board may also decide that awarding a contract would not be in the community’s best interests and not award a contract.

Resources

Once you issue the RFP, it is advisable to follow the procedure and seek legal advice if a question of procedure arises.

Step 5

Negotiate a services agreement

Description and goals

This step is to negotiate the contract. In most cases, agreement can be reached with the top-ranked firm, although you do have the option of terminating negotiations and moving down your list if necessary. Because of all the preparation in the selection process this can be as simple as filling in the contract form and making attachments. Included in the sample RFP (Exhibit F) is a basic services contract format.*

Your objective is to formalize all the agreements and understandings into a legal contract. This is most easily achieved when the selected consultant:

1. Provides you with a loading chart that shows the costs for each phase of the project, and
2. There is a specific schedule for completing this work.

If your organization will be completing certain components of the project that affect the project schedule and the consultant's work — **now** is the time to be specific in the agreement about:

1. Which activities you will complete,
2. When they are to be completed, and
3. Specifically what this product will be when completed.

If you are using an outside source of funds, the funding agency will require that the contract be submitted for review and approval prior to signing.

Suggestions and questions

Use the forms created in the RFP. This involves filling in the blanks on the contract included in the RFP, attaching and referencing the RFP, and referencing the contractor's response to the RFP, as approved by the governing body of your organization.

*Note: This form is based on public agency compliance with Oregon state law. Before you issue the RFP, have your attorney examine the contract form for consistency with the rules and laws your organization must comply with.

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Question:

Should we use the contract the service provider sends to us instead of the contract in the RFP?

Answer:

The contract form included with this guide is provided as an illustrative example of a contract that represents your interests as much as possible. Most agreements provided by service providers are intended to represent their interest as much as possible. You should seek legal advice before signing any agreement to ensure that all terms and conditions adequately protect your interests.

Resources

After all the work of selecting the best consultant the most critical step is to have the final contract (with all attachments) reviewed by your attorney before signing. Minor details can cost you a lot, especially if they trigger amendments to the contract or change how the scope of work is completed.

Step 6

Monitor, make progress payments and project completion

Description and goals

If your RFP process is thorough and the project progresses within the scope of work, then this step involves:

- comparing invoices for services to the agreed upon schedule for project completion,
- making appropriate progress payments, and
- deciding when final payment is to be made at project completion.

Of course nothing ever turns out exactly as planned, so it's important for the person designated as "contract manager" to stay actively involved in day-to-day activities. Without constant oversight, cost-overruns and poor work are often the result. For a planning contract, it's important for the community to stay involved in the process. It is helpful to remember that most projects have four stages, not three!

1. **Planning:** 1-to-3 years; community and consultant jointly responsible
2. **Design:** 1 year; consultant primarily responsible
3. **Construction:** 1 year; consultant primarily responsible
4. **Operation and maintenance:** 30-to-50 years; community *solely* responsible

Thus, if the community does not stay involved in the planning stage it is more likely that the consultant will focus on their area of responsibility (the first three), and the long term needs of the community may not be adequately addressed.

Suggestions

At this point in the process you should follow usual contract payment practices. It is important to review the scope of work and loading chart in the contract to see that payments are consistent with the consultant's commitments to complete certain activities.

Be sure that all of the little details are completed before authorizing final payment. If you feel that the level of service provided has been inadequate, it will be difficult to resolve the situation if final payment has already been made.

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Resources

If problems arise in delivery of the products listed in the contract it is best to resolve these directly with the contractor if possible. A well-defined contract will provide a clear progress payment process.

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Bibliography

American Consulting Engineers Council (ACEC), *A Guide to Qualification Based Selection of Design Professionals: A Key to Quality*.

American Public Works Association (APWA), *Selection and Use of Engineers, Architects and other Professional Consultants . . . Guidelines for Public Agencies*.

American Society of Civil Engineers, *Consulting Engineering: A Guide for the Engagement of Engineering Services*, New York, 1968.

Architects and Engineers Conference Committee of California, *Qualification-Based Selection: A Guide for the Selection of Professional Consultant Services for Public Owners*.

Chimiklis, George and Jeff Tracy, *Selecting and Working with Your Engineer*, Rural Community Assistance Corporation's *Pacific Mountain Review*, Volume 12, Number 3, 1994.

National Small Flows Clearinghouse (NSFC), *Pipeline*, "Choose the Right Consultant for Your Wastewater Project," Volume 8, Number 1, Winter 1997.

Oregon Rural Community Assistance Program, *Are You Looking For Help with Your Public Works Projects?*, 1995.

Oregon Technology Transfer Center: Department of Transportation, *Qualifications-Based Selection of Architects and Engineers*, Salem, Oregon.

Small Towns Environment Program (STEP), *On Selection of an Engineer . . . How to Find The Best Consultant for Small Water and Wastewater Projects*.

The Rensselaerville Institute, *On Selection of a Project Engineer*, a STEP support paper, 1996.

Rural Community Assistance Corporation, *Citizen's Guide to Facility Planning*.

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Exhibits

These exhibits are also available in electronic form upon request (see resource agencies on page 2).

1-A Scope of Work

Actual documents used in a request for proposal (RFP) process for a small Oregon community, including:

- A Schedule of activities
- B Request for proposal (RFP)
- C Request for additive alternative
- D Loading chart
- E Rating sheet
- F Services agreement

Additional documents used in a request for qualifications (RFQ) process, including:

- G Request for statement of interest and qualifications
- H Consultant evaluation criteria

Sample documents and evaluation forms used in either an RFP process or RFQ process, including:

- I Schedule of activities
- J Request for letter of qualifications
- K Requirements for letter of qualifications
- L Preliminary scope of work
- M Letter of qualifications evaluation
- N Reference check form
- O Interview score sheet
- P Interview evaluation form
- Q Professional services contract
- R Scope of Work

Scope of Work

Anytown Wastewater Master Plan

Background

The city of Anytown needs to develop a master plan for wastewater management that will meet DEQ discharge requirements now and over the next 20 years as the city develops commercial, industrial and residential uses. Currently the city is negotiating a compliance agreement with the DEQ. The city and DEQ are also cooperating through the environmental partnership program.

Project objectives

1. To complete within _____ days from contract signing a draft master plan, in accordance with the basic service described below, for wastewater management in the city of Anytown for the next 20 years.
2. To complete citizen involvement and review of the plan and have it ready for council approval and submittal to DEQ by _____.
3. Respond to DEQ inquiries and agency review to gain plan approval by _____.

The consultant is asked to fill the dates representing the schedule proposed to complete the scope of work.

Basic scope of facilities planning

1. A statement of purpose, background, and need for the wastewater facilities planning to be undertaken.
2. A definition of the planning study area, which should be at least as large as the urban growth boundary.
3. A technical description and evaluation of all wastewater collection, treatment and disposal systems in the study area. With respect to pump stations and treatment works, descriptions and evaluations should be sufficiently detailed to meet current DEQ guidelines (available on request). With respect to discharging outfalls, a computer analysis is often necessary to document effluent dilution and toxicity impacts at the diffuser.
4. A projection of the future wastewater flows and waste loads. The planning horizon is normally 20 years. Flow projections need to include a probability analysis of peak flows based on current DEQ flow-projection guidelines (available on request).
5. A discussion of the regulatory requirements that must be met by the preferred alternative. These include regulations concerning surface and storm water discharges, erosion controls, effluent reuse, groundwater, sludge management, and wetland or waterway impacts. Specific regulations are cited below.
6. This section should describe a preferred alternative in detail. Effectiveness in reliably meeting the preceding regulatory requirements needs to be documented in this section.

The section should include a detailed technical description and cost estimate.

This section should also present adequate detail about the proposed facilities to meet DEQ guidelines for pre-designed engineering reports (available on request). Any major decisions on equipment, layout, sizing or process that are being deferred to a separate pre-design report or which are being postponed until the preliminary design phase should be identified here.

7. Analysis of financing options for the preferred alternative, and a viable financing plan for both construction and long-term operations. Operational financing plans should include a projection of sewer use charges for residential, commercial and industrial users of the system.
8. Description and evaluation of the feasibility of various alternatives leading to the preferred one presented in Item 6 above. Feasibility and consequences of the no-action alternative need to be described and evaluated here. Each evaluation should include a cost effectiveness analysis of the alternatives with present-worth values of the estimated capital costs, operation and maintenance costs, and salvage values over the 20-year planning period.
9. A proposed implementation program and schedule.
10. A characterization of the natural and human elements in the study area which might be impacted by the project, such as zoning, land use, historical and archeological aspects, and economic considerations. This is necessary to complete the descriptions in Item 2 above.

11. A summary of public participation.
12. A preliminary environmental analysis of the preferred alternative that includes brief discussion of the issues that may be projected impacts of the preferred alternative, both direct and indirect, and specifically addresses the following environmental resources:
 - Wetlands
 - Flood plains
 - Agricultural lands
 - Wild and scenic rivers
 - Fish and wildlife
 - Threatened and endangered species
 - Historic and cultural resources
 - Any additional type of unique or sensitive environmental resource should also be addressed
13. A complete environmental assessment will be completed later.

Schedule of Activities Sample

TO: Jane Smith, Mayor
Anytown City Council

FROM: Peter Goodfellow, Community and Economic Development Coordinator

SUBJECT: Wastewater request for proposals (RFP) process

Attached is the most recent draft of the RFP to retain engineering services for the wastewater master plan, funded with the Community Development Block Grant (CDBG). The RFP describes the requirements a consultant needs to meet to make a proposal and the specifications that will need to be met in the final product. State law, DEQ recommendations and CDBG requirements have been considered in preparing the RFP and scope of work. The scope of work may be refined further to be sure the final product is thorough. Additionally, an alternate is included in the RFP requesting how the consultant would propose to complete a water system master plan. Depending on what is proposed, the council may choose at time of award to undertake this planning process during the same period as the wastewater planning process.

The following schedule is recommended for implementation of the RFP and hiring the consultant firm to complete the master plan:

October 17	Draft RFP is distributed to city council members for review
October 25	Comments from councilors are included in a final draft of RFP
October 27	RFP approval and release is set for council approval on November 2
November 2	RFP is approved for release to four to six firms for proposals
November 24	Proposals are due and distributed to selection committee
December 1	Selection committee recommendation is made to city council
December 11	City council meets to award master plan contract

The contract could then be signed in the next week or two, with work to begin in early January 1997. The RFP will ask the applicant to specify how long the master plan will take. It is hoped this can be accomplished by April 30, 1997.

Request for Proposals (RFP)
City of Anytown, Oregon
Wastewater System Master Plan

To interested consulting firms:

The city of Anytown is seeking professional engineering assistance to complete a master plan for wastewater collection, treatment and disposal facilities in the city, and as an additive alternate, complete a separate drinking water facilities master plan. The city has received a state/federal Community Development Block Grant (CDBG) to fund this wastewater planning project. The initial contract under this RFP will be written for the wastewater facility planning with the potential of amending the agreement for water facilities design as funds become available. This letter is a formal request inviting several professional engineering consultants to submit proposals for accomplishing, under contract, the scope of work outlined in this RFP.

The proposal

In order for a proposal to receive consideration, it must comply with the following criteria:

1. Complete proposal. The attached scope of work outlines the steps necessary to complete this project in an orderly manner. Any proposal which does not address all aspects of the scope of work will not be considered. The proposal should be as brief as possible, but should include an estimate of the time and commitment necessary to complete the project. The loading chart (attached) will be completed as a part of the proposal.
2. Description of performance. The description of performance should clearly be oriented toward the scope of work and must include a listing and a brief description of past and present work of the type described in the scope of work.
3. Description of expertise of the consultant firm. This section may include descriptions of skills of personnel within the organization and other firms or entities who may be involved in the project. Past work by specific personnel should be identified.
4. Demonstration of capacity. The proposal must clearly show the firm's capacity to perform the required work within the time frame indicated in the scope of work. The proposal shall include a list of ten (10) reference contacts. This list shall include the ten most recent clients of your firm (including client's name and phone number). Additional contacts that involved a project similar to this one may also be included, if you wish.
5. Engineer's rates and charges. A listing of the rates for personnel and reimbursable expenses proposed for the project must be attached.
6. Standard company brochure. If available, please enclose your company brochure as a supplement to the above information.

Selection process

Each prospective consultant will be evaluated using the above criteria and information provided in their proposal. A site visit is recommended and may be arranged by contacting Jane Smith, Mayor, at (503) 123-4567, Monday, Wednesday and Friday, 10:00 a.m. to 2:00 p.m. However, all requests for additional information on the RFP process must be directed to:

Peter Goodfellow
Community and Economic Development Program
123 East Main Street
Anytown, OR 97000
(503) 456-7890

If you are interested in participating in this project as a consultant, please submit a proposal in a sealed envelope to: Anytown Wastewater System Master Plan RFP, P. O. Box 123 Anytown, Oregon 97000. Proposals must be received by 2:00 p.m. on November 24, 1996 (*No postmarks accepted*).

The city will follow a very definite process in the selection of a consultant:

1. To receive consideration, each prospective consultant must submit a written proposal according to the previously described criteria.
2. The consultants' proposals will be evaluated by a review committee consisting of city council members and others appointed by the city council. Based on the evaluation, the review committee may select a few consultants to be invited to a formal interview. A consultant may be selected based on the written proposal alone.
3. Members of the review committee may contact the list of past clients, using a standard questionnaire and report their findings to the full committee.
4. Each interview (if required) will include time for a brief (10 minutes) presentation by the consultant, followed by a question/answer session (10 minutes, approximately). Both the presentation and the question/answer session are to be directed toward the content of the proposal.
5. The review committee will evaluate the proposals, reference checks and formal interviews of the prospective consultants (if required). A list of qualified consultants ranked according to their ability to perform will be presented to the city council.
6. At the direction of the council, the city will then begin negotiations with the first-ranked consultant. If, in the opinion of the mayor, negotiating an acceptable contract with the selected consultant is not possible, a second selection will be made and the above process repeated until an acceptable contract is negotiated. A consultant will be selected within 45 days of the closing date for proposals.

Evaluation of proposals

In evaluating the proposals and selecting a consultant, the city reserves the following rights:

- to reject any and all proposals
- to issue subsequent request for proposals, if needed
- not to award a contract for requested services
- to waive any irregularities or informalities in any proposal
- to accept the proposal that the city deems most beneficial to the public
- to negotiate with any applicant to further amend or refine the proposal

Right of appeal (Pre-award)

Anyone responding to this request for proposal who is not recommended for the award by the review committee may appeal the recommendation to the city council.

- a. Any appeal must be made in writing, be received before the contract is awarded, clearly state the grounds for the appeal, and indicate what condition(s) resulted in the proposal not being recommended for the award. The city council may reject any appeal which does not comply with the applicable procedures.
- b. The mayor must receive the appeal at city hall not later than seven (7) calendar days after notice of the review committee's decision was mailed. The recommended applicants and the review committee will be notified when an appeal is received and given an opportunity to respond.
- c. When an appeal is filed, the mayor will prepare a written analysis of the appeal and make a recommendation to the city council.
- d. The grounds for appeal are: 1) the basis upon which the appellant's proposal was evaluated was not provided for in the RFP; 2) the appellant can clearly establish how the criteria were incorrectly applied to the appellant's proposal; 3) a member or members of the review committee had a relationship with a proposer that represented a conflict of interest; 4) the appellant establishes the facts outside of this RFP which show a member or members of the review committee have a documented bias toward the appellant's proposal.
- e. All written appeals or statements will be included in the material provided to the city council with an analysis prepared by the mayor. The appellant will have 10 minutes to specifically address the appeal criteria. The review committee will also have 10 minutes to respond to the appellant. Any recommended proposer(s) will also have five minutes each, provided that they notify the mayor at least one day prior to the scheduled meeting.

Exhibit B

- f. The city council will carefully evaluate any appeal before rendering a decision and will state the conclusions reached and reasons either in writing or on the record in a public meeting. Any decision to over turn the recommendation will be based on a finding that a criterion above occurred to the substantial prejudice of the appellants.
- g. The appeal procedure and limits set forth herein to be followed by the city are directory and not mandatory, and failure to follow or complete the action in the manner provided will not invalidate the decision.

Right of appeal (Post-award)

Following the decision of the city council, all protests of an award must be filed within 14 days of the notice of the award. The mayor or designee will handle protests of award in conformity with state law and administrative procedures.

Cost proposals

A cost proposal will be included and may be sealed in a separate envelope at the consultant's discretion. The review committee will review the cost proposal along with the consultants' qualifications and proposals. The cost proposal must show all direct and indirect costs associated with the design phase, through bid advertisement and construction contract award, as shown in the scope of work.

Type of contract

It is proposed that, if a contract is entered as a result of this request for proposal, it will be a fixed fee agreement. Negotiations may be undertaken with those contractors whose proposals as to price and other factors show them to be qualified, responsible and capable of performing the work. The contract that may be entered into will be that most advantageous to the city when price and other factors are considered. The city reserves the right to consider proposals or modifications thereof received anytime before the award is made, if such action is in the interest of the city.

Timing

Proposals received at the city offices later than 2:00 p.m. on November 24, 1996 will not be considered. Following receipt of the consultants' proposals, the remaining steps of the selection procedure outlined above will be completed as scheduled to insure prompt initiation of the work. Furthermore, the proposal must clearly delineate that the design phase will be completed within 90 days from receiving the city's notice to proceed.

Alternate for water system master planning

In addition to, and separate from the above described wastewater master planning process, the city is considering a water system master plan process. The applicant may propose to complete a water system master plan for the city of Anytown in the same format as the wastewater proposal, but directed to the following general and specific components of the city's current water system and facilities needed over the next 20 years. An additive alternative proposal for the water system master plan must be included as a separate section in the response to this wastewater RFP. The proposal for a water system master plan must include its own loading chart and cost proposal.

The scope of work for the water system master plan include the same project objectives and basic services as shown in Exhibit ___, except the activities are directed to producing a water system master plan. The schedule for producing the water system master plan is concurrent with the wastewater master planning process, subject to availability of funds.

Sincerely,

Jane Smith

Mayor

**Additive Alternative
Anytown Water System Master Plan
November 1996**

The scope of work shown in Exhibit ___ for the wastewater system master plan in this RFP provides the basic requirements for the project objectives and scope of water system facility planning. Response to this exhibit is a separate additive alternative to the RFP for a wastewater master plan (Exhibit ___).

Water system background. Anytown has a water system that takes water from the river immediately upstream from the railroad trestle. Raw water is then treated in a slow sand filter, disinfected and distributed directly to the water distribution system. There are about 100 services on the water system, most of which are not metered individually.

The past summer the city was almost without water due to changing levels in the river at the intake point. The sandfilter was constructed in the mid-1980s and meets state standards for drinking water quality. Contact time between the treatment facility and the first user is minimal. The storage facility is a redwood tank located on the north side of the river. The distribution system is substantially comprised of lines from the old mill town company. Some main lines were replaced in the mid-1980s when the treatment system was constructed.

Master plan objective. The city needs a comprehensive water system master plan that will describe the current facilities and recommend improvements consistent with expected patterns of growth over the next 20 years.

Loading Chart
Anytown Wastewater Master Plan Project

Each applicant must provide an estimate of the effort necessary to complete the project in this loading chart format. Categories of workers or professionals may be added as needed. A different format for project activities may be attached as a supplement to this loading chart. The following activities should be reflected in the project cost estimate.

Project activities	Estimated hours			Other	Time frame
	Principal	Technical	Clerical		Completion dates
1. <i>Background</i> (current systems and records)					
2. <i>Investigation and mapping</i> (soils, water quality, data and maps)					
3. <i>Produce draft report</i> , 15 copies (alternatives, cost estimates)					
4. <i>Public involvement and input</i> (2 public meetings)					
5. <i>Final report</i> (10 copies)					
6. <i>Reimbursable costs</i> (printing, travel . . .)					
Total hours					

Anytown Wastewater Master Plan Proposal

Rating Sheet

December 1996

Project proposal name: _____

Enter the points awarded for each category in the space provided below, and confirm that the total does not exceed the maximum allowable points for the criteria being measured. The firm must obtain at least 50 percent of the total points possible from each category to be considered acceptable; less than half indicates reason to reject the proposal.

Criteria	Points	
1. Complete proposal (thoroughness of response to RFP) 30 points maximum		_____
All aspects of scope of work covered with a clear schedule of:		
<ul style="list-style-type: none"> • What is to be done • What are the resources that will be devoted to each step • When will each step be completed • How will completion be demonstrated or measured 		
2. Description of performance (the successful performance of similar projects)		

20 points maximum		_____
3. Expertise of consultant firm (qualifications of people specifically assigned to project) 20 points maximum		_____
4. Demonstration of capacity (expediting delivery of the product) 20 points maximum		_____
5. Engineer's rates and charges (reasonable costs proposed) 10 points maximum		_____
Total points		_____

Services Agreement

THIS AGREEMENT is entered into by and between the city of Anytown, a municipality in the State of Oregon, hereinafter referred to as CITY, and XYZ, Inc., hereinafter referred to as ENGINEER.

WHEREAS, the parties recognize that work under this contract will be funded in part with federal grant funds from the Oregon Community Development Block Grant Program, and

WHEREAS, the CITY has need for certain specific services based on knowledge, training and abilities possessed by the ENGINEER, now therefore, in consideration of the lump sum of \$_____ to be paid to ENGINEER by CITY in progress payments based on work completed in accordance with the scope of work and conditions of the request for proposals, attached hereto as Exhibit A to this agreement. ENGINEER agrees to perform during the period beginning upon execution of this agreement, through December 31, 1997, inclusive the following services generally described as:

Wastewater system facility plan, as specified in the engineer's proposal (Exhibit__ to this agreement) for completing the above scope of work, excluding the scope of work for water system master plan.

In performing the above services it is understood and agreed that:

1. The performance of this contract is at ENGINEER's sole risk. The service or services to be rendered under this contract are those of an independent ENGINEER who is not an officer, employee or agent of the CITY as those terms are used in ORS 30.265. ENGINEER is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the ENGINEER shall be similarly responsible.
2. ENGINEER will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.
3. ENGINEER is not currently employed by CITY, and will not be under the direct control of CITY.
4. The ENGINEER, its subcontractors, if any, and all employees working under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which required them to provide Worker's Compensation coverage for all their subject workers.
5. In the event of litigation involving the terms and conditions of this contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the losing party, including all such fees, costs and expenses on appeal.
6. ENGINEER shall have all licenses and permits necessary to perform the contract.
7. The CITY shall not be obligated to pay any amount greater than that stated above. Modifications or amendments to this contract shall be in writing and executed by both parties.
8. The ENGINEER agrees to indemnify, defend and hold the CITY, its elected officials, agents, officers and employees harmless and pay damages, losses and expenses, for claims, proceedings, lawsuits and judgments, including but not limited to attorney fees, arising out of or resulting from the ENGINEER's negligent acts, errors or omissions.
9. ENGINEER shall provide all insurance called for on the page entitled "Insurance Coverage Required" (attached as Exhibit __). As evidence of the insurance coverage required by this contract, the ENGINEER shall furnish a certificate of insurance to: City of Anytown, with Our County Additional Insured. ENGINEER agrees that CITY may request, for any project, that ENGINEER increase the insurance coverage, beyond the list stated on the page entitled "Insurance Coverage Required" at CITY expense. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If ENGINEER is self-insured under the laws of the State of Oregon, ENGINEER shall provide appropriate declaration of coverage.
10. ENGINEER shall not cancel, materially change, or not renew insurance coverage. ENGINEER shall notify the CITY administrator of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by CITY to ENGINEER and should ENGINEER fail to immediately procure other insurance as specified, CITY reserves the right to procure such insurance and to deduct the cost thereof from any sum due ENGINEER under this contract.

11. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of ENGINEER's responsibility for payment of damages resulting from ENGINEER's services under this contract.
12. By execution of this contract, ENGINEER certifies under penalty of perjury that:
 - a. To the best of ENGINEER's knowledge, ENGINEER is not in violation of any tax laws described in ORS 305.380(4); and
 - b. ENGINEER has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
13. ENGINEER shall follow and comply with the following requirements of the Oregon Community Development Block Grant (OCDBG) Program, including the following contractual obligations under this agreement, including:
 - a. Section 3 requirements (12 USC 170u) to employ whenever possible low income people from the local area.
 - b. Compliance with state and federal lobbying and undue influence restrictions, described as:

"Conflict of interest of members, officers or employees of the grant recipient, members of local governing body, or other public officials. No member, officer, or employee of the city or county recipient of the Community Development Block Grant, or its designees or agents, no member of the governing body of the locality in which the grant project is situated, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under the grant contract."
 - c. Requirements for access to project records.
14. Modifications of this agreement shall be effective only if in unity and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this contract on this _____ day of ____1996.

ENGINEER

CITY OF ANYTOWN

By: _____

By: _____

Title: _____

Title: _____

Federal ID# _____

Engineer's address: _____

Request for Statement of Interest and Qualifications (RSI&Q)
Anytown USA
PUBLIC NOTICE

Request for statements of interest and qualifications from engineering consultants interested in providing professional services for analyzing and evaluating the present water supply and distribution system.

Anytown USA, through a Community Development Block Grant from the State Department of Commerce will accept proposals from qualified firms or individuals to perform the following services:

Required components

1. Assist town in obtaining new aerial map (to include supply) and distribution systems owned by town and Asarco). Scale: 1" = 200'.
2. Assist town staff in developing an up-to-date system map. This would include appropriate discussions with Asarco officials on present system agreements as well as any alternative design arrangements proposed by the engineer.
3. Perform hydrant tests for static pressure and residual flows.
4. Run appropriate system model programs on existing system. Balance according to hydrant test results.
5. Develop system improvement alternatives with life cycle cost analysis.
6. Develop capital improvements schedule to include phasing alternatives and cost per phase.
7. Provide twenty (20) copies of the report.

This study should have the potential for design and construction related services contracts for the improvements.

The following criteria in descending order of importance will be used to evaluate all statements:

1. Qualifications of firm or individual including project manager and key personnel
2. Experience on similar projects
3. Project approach and understanding of the project
4. References
5. Schedule control
6. Financial responsibility
7. Depth of staff
8. Proximity to project

The city will select two or more firms from among those submitting statements and conduct personal interviews with each of those firms. Following interviews, the firms will be ranked in order of preference and the list forwarded to the city council for final selection.

The council may request an additional presentation from any or all firms that were selected for interview at a regularly scheduled council meeting prior to making the final award.

The deadline for submitting proposals will be _____ (specify time).

Additional information may be obtained by contacting _____ (names, addresses and telephone numbers of contacts as needed).

Anytown USA reserves the right to reject any and all bids or waive any informality in any bid.

Dated this _____ day of _____ 199 ____ .

Anytown
By: Jane Smith, Mayor

Consultant Evaluation Criteria

The evaluation committee will screen and rank all proposals, whereafter one applicant may be awarded the contract by the city council. Proposals received in reply to this request will be evaluated using the following criteria and percentage weights:

- | | |
|--|-----|
| 1. Company qualifications: The extent to which the applicant has personnel assigned to this project. | 15% |
| • Project manager and support staff qualifications and experience. | 10% |
| • The number of similar studies completed by the applicant in the last five years. | 5% |
| • Applicant’s familiarity with localized needs within the study area. | 5% |
| 2. Schedule control/availability: Extent to which the applicant has key personnel assigned to this project and ability to meet project deadlines. | 15% |
| • The man-hours and hourly rates of various tasks necessary to complete work. | 10% |
| • Financial responsibility and stability. | 10% |
| 3. Public/private coordination: The extent to which the key personnel have demonstrated ability and experience in working with public agencies, groups, citizens, utilities and the political environment. | 10% |
| • Extent to which the applicant will provide information and data for the proposed work. | 10% |
| • References to include former client satisfaction. | 10% |

Schedule of Activities

The following schedule has been established by: _____

[Owner]

for _____

[Project]

- _____ 1. Identification of needs finalized by the owner. A scope of work in general
[date] terms developed.
- _____ 2. Identification by owner of interested and potential professional design firms
[date] to receive memo requesting letters and statements of qualification.
- _____ 3. Memo requesting letters and statements of qualification mailed to
[date] interested and invited firms.
- _____ 4. Letters and statements of qualification due. [*Allow minimum of 10 days for firms
[date] to submit materials*]. Note: Before the next action date, references should be reviewed.
- _____ 5. Develop short list of 3-5 firms selected for interviews. Selection should be
[date] based on qualifications, references, and compatibility with owner's project.
- _____ 6. Memo mailed to shortlisted firms advising date for interviews and pre-interview
[date] tour or tours of site and/or facilities, along with criteria to be reviewed during the interview.
- _____ 7. Memo mailed to all firms, excluding shortlisted firms, informing them of firms to
[date] be interviewed and expressing appreciation for their interest.
- _____ 8. Tour or tours of facilities at [time] and [location]. [*Should be scheduled at
[date] least 10 days before interview, to allow for preparation.*]
- _____ 9. Schedule interviews for shortlisted firms, at times and locations previously communicated.
[date] The best firm for the project to be selected, based on qualifications.
- _____ 10. Contract with selected firm negotiated and implemented.
[date]
- _____ 11. Memo mailed to all firms interviewed, indicating results of interviews and
[date] expressing appreciation for their involvement.
- _____ 12. Post-selection requirements (public hearings, etc.).
[date]

Request for Letters and Statements of Qualification

To: [List all firms in alphabetical order]

From: [Owner]

[Individual] [Title]

Re: Request for letters and statements of qualification

Your firm is invited to submit your letters and statements of qualification to become eligible for a possible interview for professional design* services related to design and construction requirements for the [Project name or brief description] project.

The preliminary requirements for this project were established based on studies performed by the [Name of committee or group]

Attached to this memo are:

- 1. A list of materials and information that should be included with your letters and statements of qualification.
2. A general definition of the preliminary scope of the work.
3. A schedule of dates and requirements for the selection process.

For firms that are selected for an interview, a tour of the facility and site will be arranged. [This sentence is optional.]

Your letters and statements of qualification with [copies] copies should be forwarded to the attention of [Name of contact or department], at the following address, and should be

received no later than 5 p.m. on [Day and date]

[Address]

*[Note: May use "architectural," "engineering," or "land surveying" in place of "professional design" where appropriate.]

Requirements for Letters and Statements of Qualification

[Owner]

[Project]

Your letters and statements of qualification should include the following information:

1. Name, address and brief history of firm.
2. Resumes of key personnel to be assigned to this project.
3. Related experience during the last two years [*On complex and unique projects, may be extended beyond 2 years*].
Examples of related experience include:
 - a. Projects where professional design services related to design work were performed.
 - b. Projects that are similar in scope to this one.
 - c. Projects demonstrating ability to administer budgets, estimate costs, and results (ie., budgeted vs. actual expenditures).
 - Include the name of the project, a contact person, and dollar amount for each example.
4. Additional information may be submitted on a separate sheet (not to exceed one page [*may allow more*]) if necessary.

Preliminary Scope of the Work

[The development of a scope of work for each project should include the following information in general terms, and should be limited to one page.]

[Owner]

[Project name]

[Project location] [Contact person]

Identification and involvement of groups (Example: boards, committees, citizens' groups, etc.):

Description of studies, surveys, and preliminary feasibility work relevant to project, and useful and available to firms that will be shortlisted.

Requirements for further feasibility planning, before development of plans or design work.

Project outline and general anticipated requirements. (Example: demolition, renovation, new construction, land use, environmental, waste management, etc.)

Anticipated time frame:

Projected start _____ Planned finish _____

Approval process/involvement of groups:

Other requirements (referendums, public hearings, etc.):

Letters and Statements of Qualification Evaluation

[Add or delete questions to the following model as appropriate for your specific situation.] It is suggested that the weights assigned be on the same scale as those used for interviewing short-listed firms (refer to Exhibit 3-G). [Each person on the review team shall complete this form for each applicant and then summarize the results to rank the proposals.]

Definition of terms

Rating: From 1-5 points (5 point maximum), dependent upon the accuracy and completeness of documents submitted by firm.

Weight: Ranges from 1-10 points, dependent upon the significance of particular criteria in relation to the project as a whole (point value determined by group prior to evaluation).

Qualifications evaluation

Firm Name _____ Owner _____

Contact person _____ Phone _____

Project description _____

Address _____

City _____ State _____ Zip _____

	Rating	X	Weight	Total
1. Firm's history and capability to perform required services.		x		=
2. Evaluation of assigned personnel		x		=
3. Related experience (as appropriate): <ul style="list-style-type: none"> • Design services • Studies • Demolition • Construction coordination • Other _____ 		x		=
4. Budget, cost controls, experience and results		x		=
5. Familiarity with local area — geography and facilities		x		=
6. Ability to relate to project requirements		x		=
7. Analysis of subjective statements [<i>one page</i>]		x		=
8. Reference check (transfer from reference check form).		x		=
Grand Total		x		=

Name of reviewer _____

The Reference Check

Owner _____ Project description _____
 Professional design firm _____ on which the
 reference check is being conducted. *[Based on references provided in firm's letters of qualification or through network-
 ing with other owners who have worked with the firm.]*

Reference information:

Owner _____
 Person contacted _____ Project referenced _____
 Address _____
 Phone _____ Date contacted _____

Instructions:

Upon completion of the following reference check evaluation form, multiply the total assigned ratings per category by the number assigned to that category to obtain the total score per category. Then add these amounts to determine the grand total. Transfer each firm's score to their respective letters of qualification evaluation form as a line item on that firm's evaluation sheet.

1. What was your project?					
2. When was it completed?					
3. Did the above firm do the work?					
4. What did they do for you (e.g. design, construction, coordination, studies, other)? Specify.					
	5 Exc.	4 Good	3 Avg.	2 Fair	1 Poor
5. Who was the staff person assigned to work with you on this project? Were you satisfied with his/her work?					
6. Was the project started as scheduled?					
7. Was the project completed as planned?					
8. Was the budget, cost control, and financial administration within the planned controls and limitations?					
9. Did the firm and owner work well as a team as it related to the project?					
10. Did the firm's personnel work well with the committees/boards and staff in fulfilling the project requirements?					
11. What is your overall evaluation of the firm based on your experience?					
12. Other questions? _____ _____					
Grand Total					

**The Interview:
Questions and score sheets**

[Owner]

[Project title]

[Firms invited to the interview for the captioned project should be prepared to address the following issues during the course of their interview. Questions can be expanded on as appropriate.]

Instructions:

During the interview, rate the firm’s response (on a scale from 1 to 5, with 5 being the highest) to selected questions based on the established criteria/categories. Enter the number in the column labeled “Rating.” At the completion of the interview, multiply the rating times the predetermined weight for each criteria, and enter the total. The pre-assigned weights were established with a maximum of 10 points for each category. Add all totals to establish the grand total. A maximum of 400 points may be awarded, assuming all categories were given the highest weight and the firm received the maximum rating for all responses. The project coordinator will combine all of the totals for those participating in the interview session.

Criteria	Rating	x	Weight	=	Total
1. Related project experience.	_____	x	_____	=	_____
2. Firm’s ability and capacity to perform the work. • Key personnel assigned to this project	_____	x	_____	=	_____
3. Grasp of the project requirements. • Studies • Design • Other	_____	x	_____	=	_____
4. Method to be used to fulfill the required services, including design phase.	_____	x	_____	=	_____
5. Management approach for technical requirements. • Cost controls • Design and construction phase involvement	_____	x	_____	=	_____
6. Use of consultants that may work on the project. • Discuss in-house resources • Outside sources	_____	x	_____	=	_____
7. Time schedule planned for this project. • Availability	_____	x	_____	=	_____
8. Firm’s experience and methods used for: • Budgeting and financial controls • Determining fee and compensation	_____	x	_____	=	_____
Grand Total				=	_____

Group Interview Evaluation Form

[For use by the person in charge of the interviews, to compile all scores of professional design firms participating in the interview process.]

Enter the grand total for each firm, as recorded by each interviewer on the interview score sheet. After all entries are made and totaled, divide the combined group total for each firm by 400 to obtain the each firm's composite score. The firm with the highest score is the most qualified and may be selected.

	Firm A	Firm B	Firm C	Firm D	Firm E
Interviewer 1	_____	_____	_____	_____	_____
Interviewer 2	_____	_____	_____	_____	_____
Interviewer 3	_____	_____	_____	_____	_____
Interviewer 4	_____	_____	_____	_____	_____
Interviewer 5	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
Grand Totals	_____	_____	_____	_____	_____

PROFESSIONAL SERVICES CONTRACT
WASTEWATER FACILITY PLAN

THIS AGREEMENT is a valid, binding contract made and entered into between the City of _____ , hereinafter called the Owner, and _____ hereinafter called the contractor.

A/E'S Legal Address and Telephone Number:

WITNESSETH: _____

Whereas, the A/E represents that it is fully qualified to complete the requirements of this contract as per Owners instructions herein described.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL BENEFITS TO BE DERIVED FROM THIS AGREEMENT, the Owner and A/E agree as follows:

1. SCOPE OF SERVICE

WHEREAS, the A/E agrees to complete in satisfactory and proper manner as determined by the Owner, the services described and broken down into Task Identification categories in the attached Schedule "A"; PROVIDED, however, that such determinations subject to and conditioned by the Owner through its audits and inspections to which the A/E hereby agrees.

2. PERFORMANCE

- a. Effective Date of Agreement: Unless otherwise agreed upon in writing herein, the effective date of this agreement shall be the date it is signed by the Mayor of the Owner.
- b. Time for Performance: Any work performed prior to the effective date of this agreement, or continuing after the completion date of the same, unless otherwise agreed upon in writing herein, will be in violation of the agreement and will be at the A/E's expense.
- c. Completion Date: Performance under this agreement shall be completed no later than _____ .
- d. Personal Performance: The performance of all activities contemplated by this agreement shall be accomplished personally by the A/E and A/E's employees. The A/E shall not assign or subcontract performance to others unless specifically authorized in writing by the Owner.
- e. Compliance With All Laws: The A/E agrees to observe all applicable laws, regulations, and policies of the City, County, or State affecting performance under this agreement.
- f. Construction Requirements:
 - (1) Kickback Prohibition - The A/E is prohibited from inducing by any means any person employed in the construction, completion, repair of any public work to give up any part of the compensation to which he is otherwise entitled.
 - (2) Wages, Overtime, and Safety - The A/E agrees to comply with the Davis-Bacon Act, and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no employee shall be required to work in surroundings or under conditions which are hazardous or dangerous to health and safety.
- g. Environmental Requirements: The A/E agrees to comply with all standards, orders and regulations issued by the State relating to the protection of the environment.
- h. Indemnity: The A/E shall indemnify, defend, and save harmless the Owner, and all officers and employees of the Owner, from all claims for injuries or death, including claims by A/E's employees, or for any damages arising out of or incident to the A/E's performance or failure to perform the Agreement. The A/E's obligation to indemnify, defend, and save harmless shall not be eliminated or reduced by and alleged concurrent or sole negligence of the Owner or its employees and officers.

- 3. COPYRIGHTS AND PATENTS:** When the A/E creates any copyrightable material(s), or invents any patentable property, the A/E may copyright or patent the same; but the Owner retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for Federal, State or local governmental purposes.

Where Federal funding is involved, the Federal Government has a proprietary interest in patent rights to any inventions that may be developed by the A/E. As such, the Federal grantor agency, in the absence of legislation otherwise, will allocate patent rights in accordance with the "Memorandum and Statement of Government Patent Policy" (36 F.R. 16887-16892) issued by the President on August 23, 1971.

4. COMPENSATION

- a. Payment - The Owner agrees to compensate the A/E a total sum not exceed \$ _____ , for the satisfactory performance of this agreement, which is the total contract value. No additional payments shall be made under this agreement unless otherwise specifically agreed upon in writing as an amendment to this contract.
- b. Method of Compensation: All payments will be made for deliveries or services performed on a reimbursable basis expressly conditioned upon submission to the Owner of a invoice voucher request form along with supportive documents which describe and document, to the satisfaction of the Owner, the work performed, activities undertaken, or the progress of the project otherwise made. A general guideline for completion of the supportive documents is attached to this agreement as Scope of Work, and by this reference is made a part hereof.
- c. Period of Compensation: All payments will be for deliveries or services performed within the effective dates of this agreement unless specifically modified in writing herein.
- d. Final Request for Payment: The A/E must submit final request(s) for compensation within sixty (60) days after satisfactory completion of the contract.
- e. Maintenance of Records: All records supporting every request for payment shall be maintained in a manner which will provide an audit trail to the expenditures for which City support is provided. Original source documents shall be maintained by the A/E and made available to the Owner or a duly authorized audit representative upon request.
- f. Security For Performance: Twenty percent (20) will be withheld by the Owner from each payment as security for performance. This amount will be paid upon completion of the project in a manner satisfactory to the Owner.

- 5. MEDIATION:** Mediation is an expressed condition precedent to the institution of litigation on any claims arising under this Agreement. The A/E may bring no claim against the Owner in litigation unless claim is first presented for non-binding mediation before a single mediator under the Mediation Rules of the American Arbitration Association. An officer of the A/E and the Owner, both having full authority to settle the claim, must attend the mediation session. This provision requiring pre-filing mediation shall be incorporated, by reference, into all agreements between the A/E and his Subcontractors or Suppliers. To the extent that any of the Subcontractors or Suppliers have any interest in the claim, their representatives, with full authority to settle a claim on behalf, shall also attend the mediation session.

6. TERMINATION OF AGREEMENT

- A. Termination for Cause: If through any cause, the A/E shall fail to fulfill in a timely and proper manner the A/E's obligations under this Agreement, or if the A/E shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner may terminate this Agreement by giving written notice to the A/E of such termination. The notice shall specify the effective date of termination and shall be given at least five (5) days before that date. Upon receipt of such notice, the A/E shall perform no further services covered by this Agreement. Upon termination, for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the A/E shall, at the option of the Owner, become the Owner's property. The A/E shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. All finished documents shall contain the A/E's license/registration stamp or seal. The A/E shall remain liable to the Owner for damages resulting from any breach of this Agreement by the A/E; and the Owner may withhold reasonable amounts owed to the A/E as set off until the amount of damages due the Owner from the A/E is determined.

- B. Termination for Convenience of Owner:

The Owner may terminate this Agreement at any time by written notice to the A/E. Upon termination, all finished or unfinished documents and other materials as described in article 6.A., above, shall, at the option of the Owner, become the Owner's property. All finished documents shall contain the A/E's license/registration stamp or seal.

C. Termination for Convenience of A/E:

The A/E may terminate this Agreement at any time by written notice to the Owner. Upon termination, all finished or unfinished documents or other materials as described in 6.A. above shall, at the option of the Owner, become the Owner's property. If the Agreement is terminated by the A/E, the A/E's compensation for the work shall be as negotiated between the Owner and the A/E. All finished documents shall contain the A/E's license/registration stamp or seal.

7. **NON-DISCRIMINATION** Except to the extent permitted by a bona fide occupational qualification, the A/E agrees as follows:

- A. The A/E shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental, or physical handicap. The A/E shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training.
- B. The A/E shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental, or physical handicap. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.
- C. The A/E shall include the provisions of the foregoing paragraphs A and B in every sub-agreement or purchase order for the goods or services which are the subject matter of this Agreement.

8. **MISCELLANEOUS PROVISIONS**

- a. All writings contained herein: The Agreement, Scope of Work, Special Provisions, Schedule A (Task Identification) and Schedule B (Format of Report), and the current editions of the EPA's CG-85 Requirements, and Oregon Administrative Requirements contain the entire understanding between the parties, and there are no other agreements, understandings, or representations set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless in writing, signed by authorized representatives of the A/E and the Owner and made a part of this original agreement.
- b. Assignments: No rights or claim of the A/E arising under this contract shall be transferred or assigned by the A/E.
- c. Waiver: Waiver of any A/E default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the Owner.
- d. Subcontractor-compliance: The A/E is responsible for ensuring that all sub-contractors comply with the term of this agreement.
- e. Industrial Insurance: The A/E certifies full compliance with all State industrial insurance laws where applicable. If the A/E fails to comply with such laws, the Owner shall have the right to immediately terminate this contract for cause as provided in Section 6.A., herein.
- f. Conflict of interest: No officer, member, agent or employee of either party exercising any function or responsibility in the review, approval or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.
- g. Access to Records and Right to Audit.
 - (1) The A/E agrees that the Owner and any funding agency representatives or any of his duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the A/E involving transactions related to this contract. The A/E agrees to include the substance of this paragraph into all grants and subcontracts payable from contract funds in whole or in part.

(2) The A/E agrees that payment(s) made under this contract shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this contract. The A/E shall refund by check payable to the Owner the amount of such reduction of payments under completed or terminated contracts.

h. Severability: The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall be not affected thereby.

9. WASTEWATER FACILITY PLAN

- a. Planning Area: The Planning area will include the entire City of _____ and any adjacent lands up to the urban growth boundary or water affected by the recommendations of the proposal.
- b. Project Coordinator: The A/E hereby designates _____ as the Project Coordinator who shall be responsible for the procedural obligations under this contract in addition to his/her duty to coordinate the planning effort hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described herein.
- c. Documents: The A/E shall provide the City with a minimum twenty (20) copies of all documents produced under the term of this contract unless otherwise specified herein.
- d. Project Completion Requirements: On completion of the project, the Project Coordinator shall submit to the Owner twenty (20) copies of the final Facility Plan.

IN WITNESS WHEREOF, the parties hereby execute this Professional Services Agreement:

City _____

A/E _____

(NAME) _____

Date _____

Owner _____

Date _____

Mayor _____

City of _____

Public Notary _____

Public Notary _____

on this ____ day of _____ of 199 _____

in the City of _____

in the State of _____

Business License No. _____

Industrial Insurance No. _____

SCOPE OF WORK

1. GENERAL INFORMATION

The work to be done under this project consists of furnishing all labor, materials, equipment, and supervision necessary to complete a wastewater facility study and develop a final Wastewater Facility Plan for the City of _____ . This plan shall provide recommendations for the design and construction of wastewater collection and treatment and disposal facilities for the City. The plan should follow the guidelines as set forth in the Environmental Protection Agency (EPA) Construction Grants 1985 (CG-85) guidelines chapters 1 through 9, and the Oregon Administrative Rules (OAR). An outline of these guidelines is provided in the Special Provisions Schedule B, Format of Report, to recommend a report format, to summarize the contents of the CG-85 and Oregon Administrative Rules, to identify specific tasks which will be used to define the method of payment for this project, and to be used as a guideline for determining the Schedule of Prices.

Under this contract, extensive investigation shall be conducted culminating in a complete and approved wastewater facilities plan with a preliminary design and cost estimate for the recommended alternative to the existing wastewater collection, treatment and disposal facilities for the city.

The ideal alternative plan would be easy to operate by Class I and II operators and would have minimum operation and maintenance costs. Other criteria used to evaluate the relative feasibility of each alternative shall include construction costs, ability to withstand damage to flooding, cost and ease in obtaining necessary permits and right-of-ways, ability to meet current and future demand, and acceptability to the community.

2. CONSULTANT SELECTION AND CONTRACT NEGOTIATION

Contract negotiation will commence with the most qualified firm. The consultant will be provided with copies of the necessary historical reports, documents, as-builts, data and contract documents that are readily available. The firm will then be given three (3) weeks to submit five (5) copies of a completed report to the City which describes the Firm's recommended approach, method, schedule and Schedule of Prices requested, to adequately complete the evaluation and prepare a completed Facility Plan. The Schedule of Prices shall include the position types, unit costs and unit types required for each element, identified in Schedule B, Format of Report, and subtotals provided for each Task identified in Schedule A, Task Identification. The City must be provided with the report, in writing, before this contract can be executed. The City may request supplemental information, clarification or alterations be made to the report. Negotiation will continue until the methodology report is concurred by all parties or an impasse is reached. If an impasse is reached on the negotiation the Firm will be notified in writing that the negotiation process has been terminated. The Contract negotiation will recommence with the next choice of the most qualified firms. This procedure will continue if an impasse is reached with the second choice firm. However, if an impasse is reached with the third choice firm, the project will be advertised a second time.

3. ORDER OF PRECEDENCE

All provisions in this contract will be adhered to by the consultant. In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. EPA Construction Grants 1985, (CG-85)
- b. Oregon Administrative Rules
- c. Contract Clauses
- d. Scope of Work
- e. Task Identification, Schedule A
- f. Special Provisions, Schedule B, Format of Report

4. ENGINEERING EVALUATION

4.01 Existing Situation

The consultant shall collect, tabulate, and analyze existing and pertinent wastewater flow and facility characteristics. Previously completed reports, permits and data sources shall be made available to and evaluated by the consultant. Estimates of the accuracy of the data and reports and confirmation of critical wastewater characteristics will be the responsibility of the consultant.

4.02 Projected Future Situation

Population projections, and future development forecasting shall be based, at a minimum, upon discussions with appropriate officials of the City. This evaluation shall include a location map identifying projected growth areas,

form of development such as residential, commercial, or industrial, and projected waste characteristics for each. Based upon these estimates, projections of yearly waste characteristics shall be made through the year 2020.

The recommended wastewater and sludge disposal facilities shall be capable of providing the necessary collection, treatment and disposal requirements to the project planning area through the year 2020.

It will be the consultant's responsibility to determine the need for phasing the recommended alternative into portions that can be reasonably considered for funding from funding agencies. The first phase, shall at a minimum, incorporate the projected 10 year wastewater flow characteristics. The phases shall be recommended such that amalgamation of future expansion will be feasible.

4.03 Alternative Development and Comparison

The alternatives that will be developed and evaluated by the Consultant as part of this contract will include the "No Action" alternative. (Add any constraints on alternative identification and evaluation the City feels are important).

4.04 Data Collection

The consultant will be responsible for collecting all data necessary to completely evaluate all alternatives considered. It will be the responsibility of the consultant to verify any data provided to him by all means practical.

4.05 Alternative Evaluation

Evaluation of each of the alternatives considered shall address capital costs, O&M costs, and phased costs (e.g. increasing plant or pump sizes at some time in the future to meet the future demand.)

Each alternative shall be capable of sustaining no more than minimal damage from flooding up to and including a 100 year flood.

Each alternative shall include a location map which identifies current land ownership for the facilities proposed under the alternative. Each alternative shall discuss the costs, processes, and time frames required to obtain the necessary right-of-ways and permits.

Each alternative shall identify needs to upgrade and modify the existing treatment plant as necessary for the specific alternative.

4.06 Alternative Comparison

The alternatives shall be compared by the Consultant using published cost curve data. Site specific cost data will only be used where appropriate cost curve data are not available. The alternatives will be evaluated on the basis of life-cycle cost analysis, operation and maintenance costs, environmental impacts, relative ease of operation and maintenance requirements, and other non-monetary comparison criteria judged appropriate by the City.

4.07 Recommended Alternative

4.07.01 Selection

Based upon a ranking system that includes a present-worth cost-effective analysis, environmental impacts, and non-monetary comparison criteria, a recommended alternative will be selected and justified by the Consultant. The alternative comparison information and recommended alternative will be presented at a separate meeting with the City Council prior to a public meeting.

4.07.02 Discussion

A description of the recommended facilities shall be provided including design criteria and schematic design, facilities location and collection system upgrades, and routing map complete with land ownership, and cost estimates with line items for major portions of work for construction and operation and maintenance.

The right-of-way discussion for the recommended project shall be based upon recent discussions by the Consultant with all individuals or government agencies in control of the land required for the recommended project. The Consultant shall identify the permits that will be required for the project and a schedule for obtaining the permits.

The cost estimate for the recommended project shall be based upon site-specific data and discussions with the City. The cost estimate shall be sufficiently detailed to support a request for project funds.

The recommended option shall include a plan detailing labor, materials, equipment, power, wastewater quality monitoring, and chemical requirements for sustained operation and maintenance of the recom-

mended facilities. The Consultant shall calculate and recommend user rates that will be required to pay for the community wastewater system costs after the recommended project is constructed. The rates shall include collection system, pumping, treatment, administration, operation and maintenance, and minor replacement.

5. ENGINEERING REPORT

5.01 Progress Reports

Two (2) progress reports will be provided to the City as identified in Schedule A, Task 1 and 2. The purpose of the progress reports is to document that each of the elements referred to in the Task have been completed, and to distribute the information for review and comments by interested parties. Ten (10) copies of each progress report will be provided to the City. The City, or their reviewers, will provide written comments to the Consultant within 30 days of receiving each report.

5.02 Draft Report

A draft report shall be prepared as identified in Task 3 and follow the format as described in the Special Provisions, Schedule B. Ten (10) copies of the draft report will be provided to the City for review. The City will provide written comments to the Consultant within 45 days of receiving it.

5.03 Final Report

The final report shall follow the format as described in the Special Provisions, Schedule B. Fifteen (15) copies of the final report will be provided to the City.

6. LOCATION AND ACCESS

The project area will include the entire City of _____ and any adjacent lands or waters affected by the recommendations of the proposal up to the urban growth boundary.

7. MEASUREMENT AND PAYMENT

Negotiation for the total cost of this facility plan will be accomplished through mutual agreement between the consultant and the City. The total cost will be the sum of the costs negotiated for the four Tasks identified in Schedule A, Task Schedule. The consultant will be permitted to request the respective partial payment associated with the completion of each identified Task. Request for partial payment will be made by the consultant no earlier than at the time of delivery of the associated progress report. Twenty percent (20%) of each partial payment will be withheld from each payment request until the completed facility plan has been approved by the City.

8. CONTRACT DOCUMENTS

A maximum of 2 sets of contract documents, available as-built drawings, and related historical reports will be furnished without charge to the consultant at the award of this contract.

9. DAYS OF WORK (OPTIONAL)

Site work shall not be normally permitted on Saturdays, Sundays, or Federal Holidays. The Consultant may request in writing to the City for permission to work on any Saturday, Sunday, or Federal holiday.

10. LAWS AND PERMITS AFFECTING WORK

The Consultant shall at all times observe and comply with all Federal, State, County, and City laws and ordinances (including Business Tax) and regulations which in any manner affect the conduct of the work: and all such orders and decrees as exist at the present and which may enacted later by legislative bodies or tribunals having legal jurisdiction or authority over the work. All required permits, certificates and licenses shall be obtained by and at the expense of the Consultant. No pleas of misunderstanding or ignorance thereof will be considered. The Consultant shall be wholly responsible for any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree.

11. RIGHTS-OF-WAY (OPTIONAL)

The Consultant shall obtain from individuals, the City, and private or government entities those rights-of-way and easements necessary to perform the work required under this Contract. Right-of-way information may be obtained from the City or County. All rights-of-way and easements shall be obtained by and at the expense of the Consultant.

12. MAINTENANCE OF SITE (OPTIONAL)

During the progress of work, the Consultant shall protect all existing vegetation, structures, sidewalks, streets, mailboxes, ditches, culverts, manholes, fences, driveways, and similar items. If the Consultant must remove or disturb these facilities, provision shall be made to maintain a temporary facility serving the same purpose as that which it was intended to replace. Destruction of vegetation shall be kept to a minimum. Upon completion of the work, the Consultant shall restore all such facilities to a condition at least equal to that existing prior to work. The Consultant shall perform his work at all times in a manner to ensure minimal obstruction to traffic and minimal inconvenience to the general public.

13 NOTIFICATION AND INSPECTION

The Consultant shall keep the Owner notified and advised of all work to be done or work in progress sufficiently in advance so that proper inspection can be performed if needed.

14 OWNERSHIP OF REPORT

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the City of _____ and may be used on any other design or construction without additional compensation to the Consultant. With respect thereto, the Consultant agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Consultant for a period of three years after completion of the project agrees to furnish all retained works on the request of the City of _____ .

