

REQUEST FOR QUALIFICATIONS

For

McKay Creek Basin Watershed Analysis Project

for the

CITY OF PENDLETON, OREGON



RFQ Issued: Thursday, March 3, 2022

Qualifications Due: Friday, April 22, 2022 @ 2:00 pm

Public Notice

City of Pendleton

**Request for Qualifications for Professional Services
For the McKay Creek Basin Watershed Analysis Project**

The City of Pendleton is seeking proposals from qualified firms to assist in a watershed basin analysis project.

Copies of the Request for Qualifications are on file and may be obtained free of charge from the City of Pendleton, Public Works Director's office, 500 SW Dorion Avenue, Pendleton, Oregon, 97801, by calling 541-966-0202 or via email to George Cress, City Planner, george.cress@ci.pendleton.or.us. Copies are also available online at the City's webpage at: <https://pendleton.or.us/rfps> and the OregonBuys website at: <https://oregonbuys.gov/bsa/view/login/login.xhtml>.

No pre-proposal conference will be held.

All Proposals must be received no later than 2:00 p.m. (PDT) on Friday, April 22, 2022

The City may reject any proposal not in compliance with all prescribed public contracting procedures and requirements, and may reject any or all proposals upon a finding by the City that it is in the public's interest to do so.

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City of Pendleton
Request for Qualifications for
McKay Creek Basin Watershed Analysis Project

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1. PROJECT BACKGROUND

In April of 2019, residents of the City of Pendleton, Umatilla County and members of the Lower McKay Creek Watershed Control District suffered from major flooding below McKay Creek Dam. The flood impacted 63 residential homes and caused an estimated \$8.75M in damage. This was the third major flood event in 30 years. Another event in the basin occurred in 2020 causing damage to property above the reservoir.

McKay Creek is fed by springs and snowpack in the Blue Mountains and flows in the Umatilla River in Pendleton. There is approximately 4.75 miles along this stretch of the creek.

McKay Creek is regulated by a dam, operated by the US Bureau of Reclamation (BOR), which was constructed to provide irrigation water. In the 1970's Congress authorized 6,000 Acre ft. of storage for flood control.

To further protect property owners below the dam, residents and land owners created the McKay Creek Water Control District. The district is funded by property taxes and its purpose is to maintain the capacity of the creek to safely convey water to the irrigators downstream with minimal damage to private property. This "maintenance" included annual gravel removal.

At some point unknown to the City, McKay Creek was listed as "critical habitat" for endangered fish. This listing virtually eliminated the ability for the District to maintain the creek as it previously had. We believe that the inability to do this annual maintenance has thrown the system out of balance and the creek has become increasingly prone to flooding.

In addition to private property protection, the City's wastewater treatment plant is located adjacent to the creek. The potential for flooding could destroy the ability of the City to treat wastewater creating an environmentally hazardous situation for residents and taxpayers.

The City of Pendleton, Umatilla County, and the Lower McKay Creek Water Control District have been meeting to repair the damage done by this most recent flood and to work toward improving the future of the entire system. The McKay Creek Long Term Recovery Team (TEAM) has been advised that a major step toward a solution would be to complete this Basin Analysis. The analysis will examine how the entire system functions and steps that might improve the security of the property owners while addressing the need for water for irrigation and fish.

While we realize we cannot guarantee that flooding will never happen again, we are convinced that there are things we can do to lessen the chance.

Project Objectives

The consultant team will examine the basin conditions and the ability to protect property from seasonal flooding. The desire is to help balance safety needs of the residents in the basin with the contractual obligations to store enough water for irrigators and provide habitat/water for endangered fish species.

Consultant will:

- Study the ability to predict water run-off by measuring snowpack and moisture content which help guide the US BOR in decision making related to opening and closing McKay dam
- Describe processes and interaction that influence ecosystem and resources in the watershed
- Study the viability of increased storage of water held at McKay Creek Dam reservoir
- Study the necessity of the Critical Habitat Designation of Mc Kay Creek

- Utilize modeling tools for predicting maximum stream flows and reservoir storage
- Provide recommendations for any additional snow level and moisture content stations along the headwaters of McKay Creek
- Investigate high water and organic debris flow impacts on lower McKay Creek properties
- Analysis of effectiveness of fish screen at the lower mouth of McKay Creek
- Examine tools available to the local community to help alert it to possible flood hazards

2. SCOPE OF SERVICES

The City of Pendleton seeks the services of a consultant team through a Request for Proposals (RFP) process, to prepare a watershed analysis to help identify causes and mitigation measures to help address flooding from waters flowing into and out of the McKay Creek Bureau of Reclamation's Dam (BOR).

The City has funding for the planning phase in the amount of \$400,000.

The Consultant will provide the City with a full range of professional services including:

Planning Phase: Stakeholder Meetings

- Stakeholders will be identified by the consultant
- Meetings with stakeholders will be held to develop a list of concerns and opportunities to be explored by the Basin Analysis

Basin/Watershed Assessment

- General watershed description and conditions based on available reports and data, aerial LiDar mapping,
- Climate influence on hydrology and water quality,
- Hydrology/water quantity and quality,
- Sediment recruitment/source/transport
- Conduct and analyze all hydraulics of the basin thought to be necessary for the purposes of the final report

Other Opportunities

- Consultant will determine what opportunities might need further exploration and analysis
- Consultant will help insure that every opportunity we have to eliminate flooding is looked at

Consultant team will document the current conditions of the entire basin and how it has functioned, identifying weaknesses and risks to future flooding. Consultant will meet with stakeholders and appropriate agencies to assemble a list of ideas that might reduce in improved safety of property owners. They will analyze the opportunities/ideas to reduce flooding then submit a final report (Basin Analysis). The final report will capture the information/data collected and make recommendations that will list the highest opportunity to improve public safety. Final recommendations might include:

- Management plan that addresses flood control and floodplain /channel protection and enhancement,
- BOR Reservoir management (hydrology/sediment, graphical and conceptual drawings (planned measures)).

Modeling would help demonstrate measures to predict water in the form of spring flows from mountain snowpack in the head waters of McKay Creek. The model will help guide BOR in the decision making process related to opening and closing the dam to meet the safety needs of residents below and contractual obligations to store water for irrigators and endangered fish populations.

Consultant team will present findings and provide a final report describing current conditions and analysis to the city and other government agencies. The Consultant and local stakeholders' advisory group will also present findings and recommendations to city and county commissioners and councils as project progresses. A follow through strategic operations plan will be developed by the Consultants for implementation by the city, county, and BOR.

Intellectual Property

All intellectual property developed from this project will be owned by the City of Pendleton due to public records law.

Successful professional design consultant will retain the right to use the intellectual property for their use.

3. QUALIFICATIONS

Specific Minimum Qualifications:

- Proposer shall include information and documentation describing the extent of their experience and expertise in providing the services sought pursuant to the RRQ.
- Proposer shall include information that documents the Proposer's qualifications to meet the RFQ requirements and produce the required outcomes, including the ability, capacity, skill, and experience in providing the required services.
- The Proposer shall indicate the number, type and value of current projects of the key proposed key personnel.
- Proposer must provide assurances that the Key Personnel listed in the Proposal are available to start work on the project and to perform the work without interruption from other projects, commitments or schedules in a spreadsheet format for this project.

4. PROPOSAL SUBMISSION

Interested, qualified consultants ("Proposers") shall submit proposals in accordance with the requirements of this RFQ by the deadline indicated.

No pre-proposal conference will be held. Any questions or clarifications may be submitted to the below identified contact until 4:00 p.m. (PDT), Tuesday, April 19, 2022. Be advised, however, that no statements which modify the terms or conditions of this RFQ, either orally or in writing, shall be effective unless and until a written addendum is issued by City. Proposers will be responsible to make sure the City has the correct email address for receipt of addenda to this RFQ. Receipt of all addenda must be acknowledged in the proposal.

Proposals are due no later than 2:00 p.m. (PDT), Friday, April 22, 2022. Six (6) copies of the proposal shall be enclosed in a sealed envelope identified clearly with the words "Request for Qualifications – McKay Creek Watershed Basin Analysis Planning and Design Services" addressed to the contact person below.

Proposal Submission and Contact Person:

RFQ McKay Creek Watershed Basin Analysis
Attn: George Cress, City Planner
City of Pendleton
500 SW Dorion Avenue
Pendleton, OR 97801
Phone: 541-966-0202
Email: george.cress@ci.pendleton.or.us

Proposals shall be publicly opened immediately after this date and time but the contents thereof shall not be made public until either a personal services contract has been agreed between the City and the successful Proposer or the City rejects all proposals and terminates the procurement.

5. PROPOSAL REQUIREMENTS

Proposals shall be wholly contained in a single bound binder or cover. Paper size shall be 8 ½" x 11" using an 11-point minimum font size for text and limited to 20 pages. Proposals may be printed double-sided, in which each face of the paper will count as a separate page. Covers and any dividers will not be included in the page count.

The Proposal shall include the following information in the order indicated:

A. Cover Letter

- i. State general qualifications, expertise, and ability to perform the scope of services described in this RFQ
- ii. Introduce the Project Manager
- iii. Summarize compliance with each of the Minimum Qualifications, referencing necessary detail found elsewhere in the Proposal by name.
- iv. Acknowledge receipt of all addenda, as necessary.
- v. Indicate agreement with the requirements and terms and conditions of this RFQ.
- vi. Signed by a representative of the Proposer authorized to undertake contract negotiation and bind the Proposer.

B. Firm Overview, Qualifications, and Expertise

- i. Provide an overview of the Proposer
- ii. Summarize the firm's qualifications to provide planning and design services.
- iii. Identify which of the required services will be performed in-house and which will be performed by sub consultants for each project.
 - a. Project Management
 - b. Hydrology
 - c. Geology
 - d. Biology
 - e. Mapping & GIS
- iv. Summarize the relevant experience and expertise of anticipated sub consultants. Indicate whether Proposer and sub consultants have previously teamed together.

C. Relevant Project Experience

- i. Provide examples of at least two (2) relevant transportation-housing projects completed by the proposer within the past five (5) years. Include:
 - a. Project Name and Location
 - b. Client
 - c. Project Size

- d. Summary of Scope/Services Provided
 - e. Period of Service
 - f. Construction Value, if Applicable
- ii. Discuss the firm’s GIS and mapping capabilities.

D. Key Personnel

- i. Identify the top 4 Key Personnel with the greatest time commitment for this project. State their role and responsibilities.
- ii. Provide resumes for Key Personnel that address their credentials, licenses and certifications, areas of expertise, and relevant experience.
- iii. Discuss the team members’ experience working together on public safety projects.
- iv. Confirm that the identified Key Personnel will be available for the duration of the project.

E. Project Approach and Schedule

- i. Present the Proposer’s approach to completing the identified scope of services. Demonstrate an understanding of ***overall project and necessary steps for success.***
- ii. Provide a proposed schedule for completing work, including tasks, durations, and key milestones.
- iii. Discuss how the team will provide accurate and complete cost estimating services that will allow ***the City to pursue additional funding for implementation of the Plan.***
- iv. Outline the firm’s approach to ensuring work is completed in accordance with budget and schedule.
- v. Address quality assurance and quality control measures undertaken to improve the accuracy and completeness of project documents.

F. References

Provide at least two (2) references for similar work performed for watershed analysis within the past five (5) years. Include department name and location, contact person, and contact information (phone and email). Briefly describe the work performed.

6. EVALUATION CRITERIA

A. Cover Letter and Minimum Qualifications	<i>pass/fail</i>
B. Firm Overview, Qualifications and Expertise	15 points
C. Relevant Project Experience	30 points
D. Key Personnel	20 points
E. Project Approach and Schedule	35 points
F. References	<i>not scored, but used to verify information</i>

Proposals will be reviewed for compliance with the Minimum Qualifications as set forth in Section 3 and for compliance with the Proposal requirements set forth in Section 5. If a Proposer is found not to possess the minimum qualifications or if a Proposal is found not in compliance with these requirements, the Proposal will be removed from further consideration and the Proposer informed of this action.

The Selection Panel will then score the remaining Proposals according to the Evaluation Criteria listed above. The highest scoring Proposer will be deemed the apparent successful proposer, and the City will undertake contract negotiations. After the City has reached mutually agreeable contract terms with the Apparent Successful Proposer, the selection and agreement will be presented to City Council for review and approval. If the City and Proposer cannot reach an agreement in the negotiation, the City will terminate negotiation and, at its option, negotiate with the next-ranked Proposer.

7. SCHEDULE

The schedule for the Qualifications Based Consultant Selection process is as follows, subject to change at the City's sole discretion:

<i>March 3, 2022</i>	<i>Advertise RFP</i>
	<i>Deadline for Questions</i>
<i>April 22, 2022</i>	<i>Proposals Due</i>
<i>April, 2022</i>	<i>Evaluate Proposals</i>
<i>April, 2022</i>	<i>Decision to Interview or Issue Notice of Ranking</i>
<i>April, 2022</i>	<i>April Interview, if necessary (Proposer's must reserve these dates when submitting Proposal)</i>
<i>April, 2022</i>	<i>If Interviewed, Issue Notice of Ranking</i>
<i>May, 2022</i>	<i>Council Approval of Ranking</i>
<i>May, 2022</i>	<i>Commence Contract Negotiation</i>
<i>May, 2022</i>	<i>Council Approval of Contract Amount</i>

Schedule may be shortened based on decision to not interview for Council Approval of Ranking, Commence Contract Negotiation, and Council Approval of Contract Amount.

8. TERMS AND CONDITIONS

The City may also engage other consultants to provide for independent third party review of work done.

The City reserves the right to accept or reject any or all Proposals, to postpone the selection process for its own convenience at any time, and to waive minor defects in the Proposals.

The City also reserves the right to accept or reject any individual subcontractor that a Proposer proposes to use.

This RFQ and the review process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the Proposer. By submitting a response to this RFQ, the successful Proposer agrees to negotiate in good faith to agree to and execute an agreement with the City. The City intends to utilize a contract supplied by the Proposer for services. The City reserves the right to negotiate any and all items of the agreement, including the Term, Scope of Services and Compensation.

The City will maintain ownership of all work products produced as result of any contract arising from this RFQ.

Each Proposer submitting in response to this RFQ acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the Proposer's sole expense and the City shall not under any circumstances, be responsible for any cost or expense incurred by the Proposer. In addition, each Proposer acknowledges and agrees that all documentation and/or materials submitted with the RFQ shall remain the property of the City, and shall not be returned to the Proposer. Further, by submitting a response to this RFQ, each Proposer affirms:

- That the information provided in the Proposal is true, accurate and represents the most current information available as of the date of this RFQ;
- That the Proposer can comply with the insurance requirements as set out in Exhibit A, attached hereto; and
- That the Proposer agrees to be bound by the proposal submitted as a response to this Request for Qualifications and agrees to hold the terms of the Proposal open for a period of 90 days from the Proposal Due date. Factors such as, but not limited to, any of the following may be considered just cause to disqualify a Proposal without further consideration:
 - A. Evidence of collusion, directly or indirectly, among Proposers in regard to amount, terms, or conditions of this RFQ;
 - B. Any attempt to improperly influence any member of the selection staff;
 - C. Existence of any lawsuit, unresolved contractual claim or dispute between the Proposer and the City;
 - D. Evidence of incorrect information submitted as part of the Proposal;
 - E. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the Proposal; and
 - F. Proposer's default under any agreement, which resulted in termination of the agreement.

EXHIBIT A – INSURANCE REQUIREMENTS

Consultant shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the consultant arising directly or indirectly out of Consultant's work performed hereunder, including the operations of its subcontractors, if any. Coverages provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to City prior to execution of the contract. Such policies or certificates must be delivered prior to commencement of the work. No contract shall be effective until the required certificates have been received and approved by City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration. The procuring of such required insurance shall not be construed to limit consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect of consultant connected with this contract.

The policy or policies of insurance maintained by the Consultant shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Consultant shall obtain, at consultant's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
• General Aggregate	\$2,000,000
• Each Occurrence	\$1,000,000
• Medical Expense (Any one person)	\$1,000,000

B. Commercial Automobile Insurance

Consultant shall also obtain, at consultant's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

D. Professional Liability Insurance

Consultant shall also obtain, at consultant's expense, and keep in effect during the term of the contract, insurance covering losses resulting from error or omissions of Consultant. The limit of liability shall be not less than \$2,000,000 per claim and in the aggregate.

E. Additional Insured Provision the Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.