

**CITY OF NEWBERG**  
**PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1**  
July 30, 2002

**Project:** Riparian Water System Study  
**Consultant:** HDR Engineering, Inc.

**Summary of Proposed Changes:**

Expand scope of work to include the water lines connecting the springs to the water system.

1. **Work Involved:** Collect size, material and age data on the involved lines.  
Prepare a map of the related system.  
Perform a replacement cost analysis for the piping.

2. **Cost Summary:**

|                                    |                    |
|------------------------------------|--------------------|
| Original contract amount:          | \$18,980.00        |
| Net change by previous amendments: | <u>\$0.00</u>      |
| Previous total:                    | \$18,980.00        |
| This amendment:                    | <u>\$ 1,206.00</u> |
| Amended contract amount:           | \$20,186.00        |

3. **Contract Time:**

This Amendment extends the contract time sixty (60) calendar days.

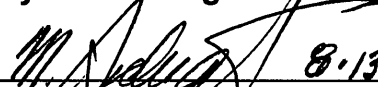
**All other provisions of the professional services agreement remain in force.**

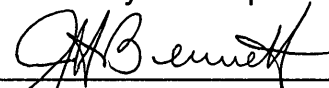
**ACCEPTANCE SIGNATURES:**

**HDR Engineering, Inc.**

  
Steven R. Walker  
Vice President  
Date 8/5/02

**City of Newberg**

  
Mike Soderquist, P.E., P.L.S., DEE  
Community Development Director  
Date 8.13.02

  
James H. Bennett  
City Manager  
Date 8/14/02

**CITY OF NEWBERG**  
**AGREEMENT WITH HDR ENGINEERING, INC.**  
**TO PROVIDE CONSULTING SERVICES**  
**TO THE CITY OF NEWBERG**

THIS AGREEMENT is entered into this 14<sup>th</sup> day of May, 2002 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and

HDR Engineering, Inc.  
10300 SW Greenburg Road, Suite 500  
Portland, Oregon 97223  
503-768-3700 Fax: 503-768-3737

hereinafter called **Consultant**.

**RECITALS:**

1. **City** has need for the services of a **Consultant** with particular training, ability, knowledge, expertise and experience possessed by **Consultant**.
2. **City** has chosen the **Consultant** using the Request for Proposals process. Ten requests were sent out and two responses were received. HDR Engineering was unanimously selected as being the best qualified to provide services related to the Riparian water system study.

**NOW, THEREFORE, in consideration of mutual promises, covenants and agreements of the parties, it is agreed as follows.**

1. **Effective Date and Duration:** This Agreement shall become effective on the date that this Agreement has been signed by every party hereto.

Unless, terminated or extended, this Agreement shall expire when the **City** accepts **Consultant's** completed performance or on July 20, 2002, whichever date occurs first. This fact notwithstanding, the services of **Consultant** shall be authorized and paid on a phase-by-phase basis as described in Exhibit "A".

Expiration shall not extinguish or prejudice **City's** right to enforce this Agreement with respect to any breach of this agreement or any negligent fault or defect in **Consultant's** performance that has not been cured.

2. **Termination:** This Agreement may be terminated at any time by mutual, written consent of the parties. The **City** may, at its sole discretion terminate this Agreement in whole or part upon a 30-day written notice to **Consultant**. The **City** may terminate immediately upon notice to the **Consultant** that the **City** does not have

funding, appropriations, or other necessary expenditure authority to pay for **Consultant's** work. The **City** may terminate Agreement at any time for material breach. This Agreement may be terminated by either party at the end of a project phase as defined in Exhibit "A" or at any time upon a 30-day written notice.

3. **Scope of Work:** The **Consultant** agrees to provide the services provided in the Scope of Work which is Exhibit "A" and attached hereto and incorporated by this reference. The **Consultant** represents and warrants to the **City** that the **Consultant** can perform the work outlined in the Scope of Work for the fee proposal amount.

4. **Compensation:** The **Consultant** agrees to perform the work for a not-to-exceed fee as indicated in their professional fee proposal obtained in the Scope of Work. The not-to-exceed figure is as follows:

\$18,980.00

The **Consultant** shall not exceed the fee for any task

included in the fee proposal amount. If the **Consultant** foresees that the fee is going to exceed the not-to-exceed figure because the task has changed or is outside the scope, the **Consultant** shall notify the **City** in writing of the circumstances with an estimated amount that the fee is to be exceeded. The **Consultant** shall obtain written permission from the **City** before exceeding the not-to-exceed fee amount. If the **Consultant** does work that exceeds the maximum fee amount prior to obtaining the written permission, the **Consultant** waives any right to collect that fee amount.

5. **Additional Work Not Shown within the Scope of Work:** If **City** requests or requires work to be done not within the Scope of Work of this project, the **Consultant** shall notify the **City** of such work, provide an estimated fee amount, and obtain written instructions to proceed with work in the form of an Agreement amendment prior to proceeding with work and incurring any costs on behalf of the **City**. If **Consultant** proceeds with work prior to obtaining permission and/or Agreement amendment, the **Consultant** waives any right to collect fees for work performed.

6. **Agreement Documents:** This Agreement consists of the following documents which are listed in descending order of preference: This Agreement with attached Exhibits, the proposal of the **Consultant** (if one was submitted), and the Request for Proposal (if one was used). Work is under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

7. **Benefits:** **Consultant** will not be eligible for any federal social security, state workers compensation, unemployment insurance, or public employees' retirement system benefits from the Agreement payment except as a self-employed individual.

8. **Federal Employment Status:** In the event any payment made pursuant to this Agreement is to be charged against federal funds, **Consultant** certifies that he or she is not currently employed by the federal government and the amount charged does not exceed his or her normal charge for the type of services provided.

9. **Consultant's Representations:** The work to be performed by **Consultant** includes services generally performed by **Consultant** in his/her usual line of business. The work performed by the **Consultant** under this Agreement shall be performed in a good and businesses-like manner in accordance with the highest

professional standards. The **Consultant** shall, at all times, during the term of this Agreement, be qualified, be professionally competent, and duly licensed to perform the work.

10. **Indemnity:** **Consultant** shall defend, indemnify and hold harmless **City** from and against all liability or loss and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses, arising out of, or relating to the negligently performed activities of the **Consultant**, or its officers, employees, subcontractors, or agents under this Agreement.

11. **Independent Contractor:** **Consultant** is not currently employed by the **City**. The parties to this Agreement intend that the **Consultant** perform all work as an Independent Contractor. No agent, employee, or servant of **Consultant** shall be or shall be deemed to be the employee, agent or servant of **City**. **City** is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

12. **Taxes:** **Consultant** will be responsible for any federal or state taxes applicable to payments received under this Agreement. **City** will report the total of all payments to **Consultant**, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.

13. **Insurance:**

a) **Consultant**, its Subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers; or by signing this Agreement, **Consultant** represents that he or she is a sole proprietor and is exempt from the laws requiring workers' compensation coverage.

b) **Consultant** will, at all times, carry a Commercial General Liability insurance policy for at least \$1,000,000.00 combined single limits per occurrence for Bodily Injury, Property Damage, and Personal Injury. If the policy is written on the new occurrence form then the aggregate limit shall be \$2,000,000.00. The **City**, its agents, employees and officials all while acting within their official capacity as such, shall be named as an additional insured on the insurance specified in this paragraph.

c) **Consultant** will, at all times, carry a Professional Liability/Errors and Omission type policy with limits of at least \$500,000.00. If this policy is a "claims made" type policy, the policy type and company shall be approved by the City Manager prior to commencement of any work under this Agreement.

d) **Consultant** shall furnish the **City** with Certificates of Insurance upon execution of Agreement. Such Certificates of Insurance evidencing any policies required by this Agreement shall be delivered to the **City** prior to the commencement of any work. A 30-day notice of cancellation clause shall be included in said certificate. The **City** has the right to reject any certificate for unacceptable coverage and/or companies.

14. **Assignment:** The parties hereto each bind themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the Agreement as a whole without written consent of the other.

15. **Ownership of Work Product:** All original documents prepared by **Consultant** in performance of this Agreement, including but not limited to original maps, plans, drawing and specifications are the property of **City** unless otherwise agreed in writing. Quality reproducible records copies of final work

product, including digital files of text and drawings shall be provided to **City** at the conclusion or termination of this Contract. **City** shall indemnify and hold harmless **Consultant** and **Consultant's** independent professional associates or **Subconsultants** from all claims, damages, losses and expenses including attorney's fees arising out of The City's use of any instruments of professional service for purposes outside the scope of this Contract.

16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

17. **Notification:** All Correspondence and notices related to this Agreement shall be directed to the project manager for the party to whom the correspondence or notice is intended. If directed to the City: City of Newberg, P.O. Box 970, Newberg, Oregon 97132, Attn: Robert A. Bielman. If directed to the Consultant: Attn: Bryan Black at the address listed above. Each party shall be responsible for notifying the other of any changes in project manager designation.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above mentioned.

**CONSULTANT**

By: Steven R. Walker

Name: Steven R. Walker

Title: Vice President

Date: 4/30/02

Division Approval: DEM

Recommended for Approval By:

Michael Soderquist  
Michael Soderquist, P.E., P.L.S., DEE  
Community Development Director

**CITY OF NEWBERG**

By: J. H. Bennett

Name: J. H. Bennett

Title: City Manager

Date: 5/14/02

Approved as to form:

Terrence D. Mahr  
Terrence D. Mahr  
City Attorney

## **Exhibit A**

### **Scope of Work**

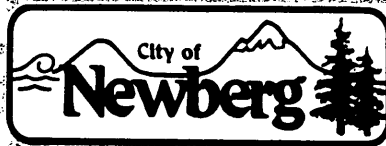
#### **Task 1: Assess Condition of Each Spring**

- 1) Review each spring site and create a list of required and expected improvements
  - a. Site visits, digital photographs, log of field visit
  - b. Review spring water quality provided by City, recommend sampling if needed
  - c. Meet with Oregon Health Division to determine applicability of UV disinfection
  - d. Identify required improvements
  - e. Develop cost estimates
- 2) Prioritize the improvements to target current and legal requirements and then expected future standards
  - a. Develop a schedule for implementing the recommended improvements
- 3) Meet with City – review individual water spring production, existing water system study (work in progress), currently planned improvements and estimated value of the production from each spring
  - a. Estimate the expense of providing water from another source
- 4) Recommend on an individual spring basis, a “retain and upgrade” or “abandon” strategy based on cost vs value

#### ***Products:***

- A. Summarize the methods used to fix the value of the individual springs and to determine the required and expected future requirements.
- B. Estimate the cost to upgrade each spring system, based on current requirements and future expected needs/requirements.
- C. Recommend a schedule that will complete the improvements as recommended.
- D. Meet with the City to review and explain the report.

# Proposal



## Riparian Water System Study

February 27, 2002

..... partnerships

..... innovations

..... solutions

ONE COMPANY | *Many Solutions*

**HDR**  
HDR Engineering, Inc.



February 27, 2002

Robert A. Bielman, P.E.  
Project Manager  
City of Newberg  
414 East First Street  
Newberg, OR 97132

**RE: RIPARIAN WATER SYSTEM STUDY**

Dear Mr. Bielman:

Your spring water sources are an important part of your system since they provide an independent water source, provide water from the opposite side of your distribution system, and are linked to historical retail service agreements. But water systems face an uncertain future with the promulgation of new drinking water regulations. The most serious regulatory threat to your spring water sources is classification as groundwater under the direct influence of surface water. This would put the springs under the regulatory umbrella of the Long Term 2 Enhanced Surface Water Treatment Rule that includes stringent turbidity limits and requirements for treatment of *Cryptosporidium*.

Fortunately, HDR literally wrote the books on compliance. Open your copy of the *Surface Water Treatment Rule* guidance manual and you will see HDR as the author. We recently authored five other guidance manuals published by the U.S. EPA including *Disinfection Benchmarking*, *Alternative Oxidants and Disinfectants*, and others. Look for textbooks on compliance with drinking water regulations and you'll find HDR's *Handbook of Public Water Systems*.

The guidance we provide for EPA and the water industry comes out of our effective practice developing compliance solutions for drinking water utilities. We are currently working for the City of Richland, Washington, on a project very similar to yours. Richland's groundwater source has been declared under the direct influence of surface water. We worked with the state to evaluate water quality and treatment options and found that UV disinfection would provide the treatment needed at a fraction of the cost of other treatment technologies such as membrane filtration or ozone disinfection. We are currently designing the UV disinfection system for Richland, and think that UV disinfection has great potential to keep your important spring water sources in service while protecting the health of your water customers.

Our project manager, Bryan Black, P.E., is leading HDR's involvement with the City of Richland. To learn more about this project, feel free to contact Bryan at 503/768-3718 or by fax at 503/768-3737; his e-mail is [bblack@hdrinc.com](mailto:bblack@hdrinc.com).

HDR's federal tax identification number is 47-0680568, and our Oregon tax identification number is 324260. HDR Engineering, Inc., is a resident bidder as defined in ORS 279.029. This proposal is valid for 90 days after the submission deadline of February 27, 2002.

We look forward to working with you in the evaluation of your spring water sources.

Sincerely,

**HDR ENGINEERING, INC.**

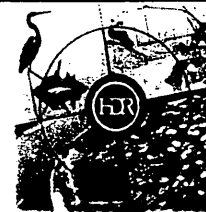
Bryan Black, P.E.  
Project Manager

Steven R. Walker, P.E.  
Vice President

**HDR Engineering, Inc.**  
Employee-owned

Suite 500  
10300 SW Greenburg Road  
Portland, Oregon 97223

Telephone  
503.768.3700  
Fax  
503.768.3737



## Section 2. Key Personnel Qualifications

**H**DR is highly qualified and experienced in developing compliance solutions for drinking water utilities. We are committing some of our best staff; staff that will remain involved throughout the duration of the project. Each of these staff have a strong customer service philosophy, and a proven track record in meeting project schedules and milestones with the planned involvement of City staff. As you will see from reading the following paragraphs, and from the organization chart on the following page, we are proposing adequate staff and resources to accomplish your objectives. It is anticipated that Bryan Black will be managing one other project (for Canby) during the course of your project.

### **Project Manager: Bryan Black, P.E.**

Bryan Black's experience leading virtually identical projects, his technical expertise, responsive leadership, and dedication make him the best choice to lead the City's important Riparian Water System Study. Bryan led HDR's involvement in the City of **Richland's** successful water treatment project—which is strikingly similar to the City of Newberg's Riparian Water System Study. For the City of Richland, Mr. Black is leading water quality evaluations, regulatory coordination, and the design of ultraviolet disinfection for the north wellfield. Under Bryan's leadership, the study achieved several notable successes:

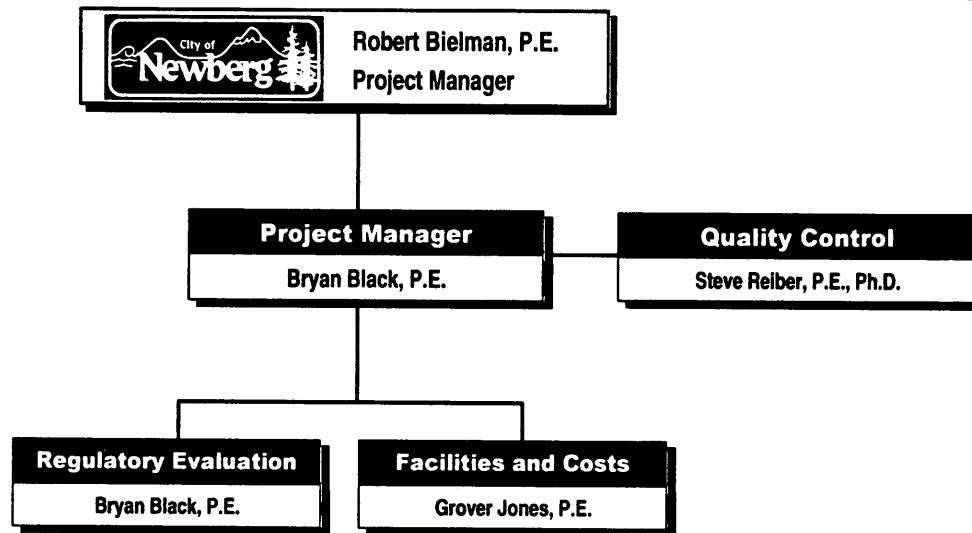
- Development of a cost-effective solution to treat groundwater under the direct influence of surface water using simple UV disinfection.
- Compliance with the budget and schedule
- City staff are delighted with the project outcome

**Mr. Black has effectively led many water treatment evaluation and design teams.** In a project for **Woodburn**, Oregon, he assisted the City with selection of a water treatment process to remove iron, manganese, arsenic, radon, and hydrogen sulfide. Mr. Black then led the pilot-testing process to demonstrate the performance of the treatment process in meeting finished water goals. Finally, he developed cost estimates and planning information for integrating the new water treatment facilities into Woodburn's water system. For **Astoria**, Mr. Black is upgrading the chlorine disinfection to provide 4-log viral inactivation following water storage in an open reservoir. He is also leading Astoria's conversion from gas chlorine to sodium hypochlorite.

For the Southern California Water Company, Mr. Black is leading the design effort of ferric chloride feed system, static mixer, process and operational modifications, and residuals handling system for a pressure filtration system (1.8 mgd) to simultaneously remove iron, manganese, and arsenic. In another similar project for the San Antonio Water System, he was the lead process engineer for a new 30 mgd water treatment plant to remove iron, manganese, and hydrogen sulfide and condition water to preserve quality in the distribution system. Mr. Black served as senior engineer to evaluate and optimize 54 water treatment plants for the Washington State Department of Health.

**Mr. Black has focused his career on the planning and design of water supply and treatment systems** and is a registered professional engineer in Oregon. He knows drinking water regulations, trends, and design options for compliance, having developed water supply and treatment guidance manuals





for both the U.S. EPA and the American Water Works Association (AWWA). Several of these manuals (relevant to Newberg) include:

- *Alternative Disinfectants and Oxidants*, which describes the design and operation of disinfection and oxidant chemical feed systems
- *Design and Operation of Arsenic Treatment Systems*, which includes simultaneous removal of arsenic, iron, and manganese by oxidation, coagulation, and conventional and membrane filtration
- *Arsenic and Radon: Answers to Questions Commonly Asked by Drinking Water Professionals*

Mr. Black has strong public relations and presentation skills, as evidenced by the multiple public meetings he has attended in support of cities such as Woodburn, and by dozens of presentations nationwide on water treatment. In fact, when the AWWA decided to prepare a national technology transfer seminar on arsenic removal for its subscribing members (October 2001), it selected Mr. Black to *present three of the six presentations*

including **design of established and emerging technologies** (includes oxidation, coagulation, conventional and membrane filtration) and **use of pilot-testing results to design full-scale facilities**.

Mr. Black's role on the project will be two-fold; he will lead the process and regulatory evaluation. And as the project manager, he will work with City staff to develop and organize a scope of work to meet your goals. Mr. Black will ensure timely delivery of quality work products by communicating closely with City and project staff and adhering to HDR's rigid quality control program.

#### **Quality Control: Steve Reiber, P.E.**

Dr. Reiber is the founder and manager of HDR's Water Quality Services Laboratory in Bellevue, Washington and is the Director of HDR's Water Research Program. He is a nationally recognized expert in water chemistry and a former associate professor at the University of North Carolina – Charlotte, and is currently on the faculty of the University of Washington Department of Civil Engineering.



Dr. Reiber is frequently a consultant to the U.S. EPA and has participated in the regulatory evaluation process for both the pending Arsenic and Radon Rules. He played a major role in shaping the assessment protocols and optimization strategies mandated by the Lead and Copper Rule. He has also participated in the drafting of five different EPA Guidance Manuals associated with Disinfection, Disinfection By-Products and Alternative Disinfectants.

He is most frequently recognized for his work on oxidation-reduction treatment processes and for the development of direct analytical techniques for corrosion assessment. He has a multitude of publications in these areas, as well as in materials performance and public health implications of metal residuals in drinking water. Dr. Reiber has invented several new methodologies, now widely applied, to assess corrosion in potable water systems, and has twice won the AWWA's most prestigious research award.

In his consulting career he has led programs evaluating the corrosion status of public water systems in over a dozen cities. Dr. Reiber has participated in approximately 30 different water treatment pilot studies, and has served as a design consultant for over a dozen treatment plants with capacities of greater than 50 MGD.

Dr. Reiber has directed five American Water Works Association Research Foundation projects, most notably, the international research effort "NOM Isolation and Characterization," which focuses on evaluating the effects of naturally occurring organic material on water disinfection and DBP formation. He also directs HDR Engineering's research effort into the development of combined Adsorption and

Ultrafiltration processes for the removal of NOM (Natural Organic Material) from water supplies. This is a promising new technology that greatly reduces fouling problems associated with conventional low-pressure membrane systems while substantially improving organics.

### **Facilities and Costs: Grover Jones, P.E.**

Mr. Jones has 25 years of professional engineering experience. His work has focused on the design of treatment plants and gravity and pressure systems. As a highly qualified specialist in the field, he has researched and written several operations and maintenance manuals and planning studies. Mr. Jones has administered many U.S. Environmental Protection Agency construction grants and served as resident engineer and construction manager for facilities throughout the Pacific Northwest. He has developed a very useful pump versus system analysis spreadsheet that allows straightforward analysis of complicated pumped and gravity flow systems and optimization of pumping equipment.



### Section 3. Project Scope and Understanding

Springs supply part of Newberg's water. Four springs are currently on-line and one is not being used. The following table summarizes the spring sources.

| Spring   | In Use? | Flow (gpm) |
|----------|---------|------------|
| Snyder   | Yes     | 120        |
| Skelton  | Yes     | 20         |
| Atkinson | Yes     | 40         |
| Oliver   | Yes     | 50         |
| Otis     | No      | 400        |
| Total    |         | 630        |

The City would like to evaluate the feasibility and economics of keeping the springs in operation and in bringing Otis spring back on-line. The springs are an important part of the water system since they provide an independent water supply, provide input from the opposite side of the water system, and are linked to historical retail use agreements. Flow from the springs is collected using spring boxes, then piped to the distribution system.

The feasibility and cost of using the springs depends on:

- Spring water quality
- Current and future regulations
- The cost of treatment technology
- The cost of supplying water from the distribution system

Springs are typically classified as a groundwater source unless they are declared Groundwater Under the Direct Influence of Surface Water (GWI). GWI determination is usually based on fluctuating turbidities, presence of surface water organisms (MPA), and similarity to nearby surface water (temperature and conductivity). GWI sources are subject to surface water treatment rules.

The table below summarizes recent and upcoming rules that may impact the spring sources, depending on whether they are declared GWI.

| Source | Rule                                                       |
|--------|------------------------------------------------------------|
| All    | Arsenic                                                    |
| GW     | Radon                                                      |
| GW     | Groundwater (Disinfection) Rule                            |
| SW     | Interim Enhanced Surface Water Treatment Rule              |
| SW     | Long Term 2 Enhanced Surface Water Treatment Rule          |
| All    | Stage 1 & 2 Disinfectants and Disinfection Byproducts Rule |

The most serious threat to these spring sources is the potential to be classified as groundwater under the influence of surface water so that surface water treatment rules apply. This would trigger the need to treat the surface water microbial pathogens *Giardia* and *Cryptosporidium*. Treatment of these microorganisms can be costly since filtration or advanced disinfection could be required. Newberg City staff is well aware of the cost associated with membrane filtration of these sources, since this was proposed by a previous consultant.

Fortunately, disinfection with UV light provides a reliable, cost-effective, and low-maintenance solution to inactivate *Giardia* and *Cryptosporidium*. HDR will explore this cost-effective option to keep your spring sources on-line and to treat water from Otis spring.

HDR is currently working for Richland, WA, whose groundwater supply was recently determined to be under the direct influence of surface water. HDR evaluated the water quality and worked with the state regulators. We evaluated many disinfection and filtration options to comply with the surface water treatment rules and found UV disinfection to



be the most cost-effective. The cost is extremely economical and will be much lower than the cost of treating water at your groundwater treatment plant next to the Willamette River.

UV disinfection would not require pumping of the spring water. It would simply be installed just downstream of the springbox. UV disinfection requires almost no detention time, with most reactors providing contact times of less than 5 seconds. This means that disinfection can be accommodated in a small footprint, potentially on the existing site. The Oregon regulatory precedent for use of UV disinfection to treat GWI sources occurs at the Springfield Utility Board, who is now installing UV disinfection for that purpose.

### **Scope of Work**

*All RFP items have been covered in this proposal.*

#### **Task 1: Assess Condition of Each Spring**

- 1) Review each spring site and create a list of required and expected improvements
  - a. Site visits, digital photographs, log of field visit
  - b. Review spring water quality provided by City, recommend sampling if needed
  - c. Meet with Oregon Health Division to determine applicability of UV disinfection
  - d. Identify required improvements
  - e. Develop cost estimates
- 2) Prioritize the improvements to target current and legal requirements and then expected future standards

- a. Develop a schedule for implementing the recommended improvements
- 3) Meet with City – review individual water spring production, existing water system study (work in progress), currently planned improvements and estimated value of the production from each spring
  - a. Estimate the expense of providing water from another source
- 4) Recommend on an individual spring basis, a “retain and upgrade” or “abandon” strategy based on cost vs value

#### **Products:**

- A. Summarize the methods used to fix the value of the individual springs and to determine the required and expected future requirements.
- B. Estimate the cost to upgrade each spring system, based on current requirements and future expected needs/requirements.
- C. Recommend a schedule that will complete the improvements as recommended.
- D. Meet with the City to review and explain the report.

### **Ensure Progress, Ensure Quality Control, and Manage Work Tasks**

As part of this proposal, we have established a workplan and a realistic schedule for completion of this project. The schedule is in MS Project® software and includes links that show the relationships of tasks and identify the critical path for project completion. This schedule and the task relationships shown is the primary mechanism for monitoring and controlling project progress.



HDR has more than 40 staff members based in southwest Portland who will provide the resources necessary to complete your project in a timely manner.

Every project completed by HDR is subjected to strict quality control review to assure quality. Our QC process is centralized and is completed by an HDR staff person in a different office that has no vested interest in the ideas or engineering presented in the draft document. Through third-party review by these recognized experts, quality is controlled and assured.

Bryan Black will control and manage work tasks during this project. Mr. Black is a seasoned project manager. His experience and vision of the larger project objectives allow him to effectively control the project while in positive communication with the City of Newberg project manager. As project manager, Mr. Black has full authority to make decisions and full responsibility for project quality, budget, and schedule. The original project schedule developed and presented in this proposal with modifications suggested by City staff will be the primary mechanism for monitoring project progress. If the City desires, progress can be accelerated by bringing additional HDR staff into the project.

### **Use of City Personnel and other City Requirements**

City personnel will be consulted to determine project goals and deficiencies with the current system. HDR's team will also require access to the spring sites. The City will need to provide any water quality data available. City staff will also be involved in review of deliverables and progress reports as noted in the schedule.

| ID | Task Name                         | Duration | Start       | Finish      | April |     |      |      |      | May |      |      |      |     | June |      |      |  |
|----|-----------------------------------|----------|-------------|-------------|-------|-----|------|------|------|-----|------|------|------|-----|------|------|------|--|
|    |                                   |          |             |             | 3/31  | 4/7 | 4/14 | 4/21 | 4/28 | 5/5 | 5/12 | 5/19 | 5/26 | 6/2 | 6/9  | 6/16 | 6/23 |  |
| 1  | Anticipated NTP                   | 0 days   | Thu 4/4/02  | Thu 4/4/02  |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 2  | 1.1 Site Visit / Improvements     | 14 days  | Thu 4/11/02 | Tue 4/30/02 |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 3  | Site Visit                        | 1 day    | Thu 4/11/02 | Thu 4/11/02 |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 4  | Review Wat. Qual.                 | 1 day    | Mon 4/15/02 | Mon 4/15/02 |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 5  | Meet with OHD                     | 1 day    | Fri 4/19/02 | Fri 4/19/02 |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 6  | Improvements / Costs              | 5 days   | Wed 4/24/02 | Tue 4/30/02 |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 7  | 1.2 Prioritize Improvements       | 4 days   | Wed 5/1/02  | Mon 5/6/02  |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 8  | 1.3 Meet with City                | 1 day    | Thu 5/9/02  | Thu 5/9/02  |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 9  | 1.4 Recommend Improvement / Abanc | 3 days   | Tue 5/14/02 | Thu 5/16/02 |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 10 | Prepare End Products              | 5 days   | Wed 5/22/02 | Tue 5/28/02 |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 11 | Method to Determine Value         | 5 days   | Wed 5/22/02 | Tue 5/28/02 |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 12 | Cost Analysis                     | 5 days   | Wed 5/22/02 | Tue 5/28/02 |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 13 | Recommendations / Schedule        | 5 days   | Wed 5/22/02 | Tue 5/28/02 |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 14 | City Review                       | 10 days  | Wed 5/29/02 | Tue 6/11/02 |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 15 | Meet with City to Discuss         | 1 day    | Wed 6/12/02 | Wed 6/12/02 |       |     |      |      |      |     |      |      |      |     |      |      |      |  |
| 16 | Final Report                      | 5 days   | Thu 6/13/02 | Wed 6/19/02 |       |     |      |      |      |     |      |      |      |     |      |      |      |  |

Project: Newberg Schedule  
Date: Wed 2/27/02

Task



Milestone



External Tasks



Split



Summary



External Milestone



Progress



Project Summary



Deadline



**Riparian Water System Study  
City of Newberg  
Engineering Labor Hour and Fee Estimate**

**Hourly Billing Rate:   \$160       \$140       \$115**

| <b>Task</b>                                                                                                                                                                                            | <b>Steve<br/>Reiber</b> | <b>Grover<br/>Jones</b> | <b>Bryan<br/>Black</b> | <b>Labor<br/>Subtotal</b> | <b>Direct<br/>Costs</b> | <b>Total</b>     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|------------------------|---------------------------|-------------------------|------------------|
| 1.1) Review each spring site and create a list of required and expected improvements                                                                                                                   | 1                       |                         | 8                      | \$ 1,080                  | \$ 86                   | \$ 1,170         |
| a) Site-vists, digital photographs, log of field visit                                                                                                                                                 |                         |                         | 8                      | \$ 920                    | \$ 74                   | \$ 990           |
| b) Review spring water quality provided by City, recommend sampling if needed                                                                                                                          | 1                       |                         | 8                      | \$ 1,080                  | \$ 86                   | \$ 1,170         |
| c) Meet with Oregon Health Division to determine applicability of UV disinfection                                                                                                                      |                         |                         | 8                      | \$ 920                    | \$ 74                   | \$ 990           |
| d) Identify required improvements                                                                                                                                                                      | 1                       | 8                       | 16                     | \$ 3,120                  | \$ 250                  | \$ 3,370         |
| e) Develop cost estimates                                                                                                                                                                              |                         | 8                       | 8                      | \$ 2,040                  | \$ 163                  | \$ 2,200         |
| 1.2) Prioritize the improvements to target current and legal requirements and then expected future standards                                                                                           | 2                       |                         | 4                      | \$ 780                    | \$ 62                   | \$ 840           |
| 1.3) Meet with City – review individual water spring production, existing water system study (work in progress), currently planned improvements and estimated value of the production from each spring |                         |                         | 8                      | \$ 920                    | \$ 74                   | \$ 990           |
| 1.4) Recommend on an individual spring basis, a "retain and upgrade" or "abandon" strategy based on cost vs value                                                                                      |                         |                         | 6                      | \$ 690                    | \$ 55                   | \$ 750           |
| Draft Report                                                                                                                                                                                           | 4                       |                         | 24                     | \$ 3,400                  | \$ 272                  | \$ 3,670         |
| Meet with City                                                                                                                                                                                         | 2                       |                         | 8                      | \$ 1,240                  | \$ 99                   | \$ 1,340         |
| Final Report                                                                                                                                                                                           |                         |                         | 12                     | \$ 1,380                  | \$ 110                  | \$ 1,490         |
| <b>Total</b>                                                                                                                                                                                           | <b>11</b>               | <b>16</b>               | <b>118</b>             | <b>\$ 17,570</b>          | <b>\$ 1,406</b>         | <b>\$ 18,980</b> |



## Section 6. Additional Supporting Information

### Resumes

Resumes of key staff are provided at the end of this section.

### References

In this section, we provide references for project manager Bryan Black.

- City of Woodburn  
Mr. Randall Rohman  
Public Works Program Manager  
190 Garfield Street  
Woodburn, OR 97071  
(503) 982-5245  
FAX: (503) 982-5242  
randy.rohman@ci.woodburn.or.us
- City of Richland  
Mr. Pete Rogalsky  
PO Box 190  
Richland WA 99352  
(509) 942-7558  
FAX: (509) 942-7468  
progalsky@ci.richland.wa.us
- City of Astoria  
Mr. Mike Caccavano  
1095 Duane Street  
Astoria, OR 97103  
(503) 338-5173  
FAX: (503) 325-2017  
mcaccavano@astoria.or.us
- Washington State Department of Health  
Mr. Steven Baker  
Washington Department of Health  
P.O. Box 47822  
Olympia, WA 98504-7822  
(360) 236-3138  
FAX: (360) 236-2253  
stephen.baker@doh.wa.gov

### Public Client List

The following is a list of HDR's past 10 public clients in Oregon, as well as contact persons and their telephone numbers.

| Cities of: | Contact person | Telephone Number | Address                                   | Email                          | Fax            |
|------------|----------------|------------------|-------------------------------------------|--------------------------------|----------------|
| Woodburn   | Randy Rohman   | (503) 982-5245   | 190 Garfield Street<br>Woodburn, OR 97071 | randy.rohman@ci.woodburn.or.us | (503) 982-5242 |
| Canby      | Karl Hansen    | (503) 263-4322   | 154 NW First Ave., Canby<br>OR 97013      | khansen@canbyutility.org       | (503) 263-8704 |
| Astoria    | Mike Caccavano | (503) 338-5173   | 1095 Duane Street, Astoria,<br>OR 97103   | mcaccavano@astoria.or.us       |                |





| Cities of:                | Contact person      | Telephone Number | Address                                                           | Email                          | Fax            |
|---------------------------|---------------------|------------------|-------------------------------------------------------------------|--------------------------------|----------------|
| Portland BES              | Chuck Chambers      | (503) 823-7087   | 1120 SW Fifth Ave, Room 1000<br>Portland, OR 97204                | chuckc@bes.ci.portland.or.us   | (503) 823-7110 |
| Portland BES (Wastewater) | Steve Simonsen P.E. | (503) 823-2480   | 5001 N. Columbia Blvd.<br>Portland, OR 97203                      | steves@bes.ci.portland.or.us   | (503) 823-2478 |
| Gresham                   | Carrie Pak, P.E.    | (503) 618-2583   | 1333 NW Eastman Parkway<br>Gresham, OR 97030                      | carrie.pak@ci.gresham.or.us    | (503) 665-6825 |
| McMinnville               | Don Schut           | (503) 434-7312   | 503-434-7312                                                      | schutd@ci.mcminnville.or.us    | (503) 472-4104 |
| Newberg                   | Dan Danicic         | (503) 537-1238   | PO Box 970<br>Newberg, OR 97132                                   | danicid@ci.newberg.or.us       | (503) 537-1277 |
| Wilsonville               | Jamie Porter P.E.   | (503) 682-4960   | 30000 SW Town Center Loop East<br>Wilsonville, OR 97070           | porter@ci.wilsonville.or.us    | (503) 682-7052 |
| Salem                     | Walt Hawkins        | (503) 588-6380   | Willow Lake WWTP<br>5915 Windsor Island Rd. N.<br>Salem, OR 97303 | whawkins@open.org              | (503) 588-6387 |
| Clean Water Services      | Mark Poling         | (503) 846-3609   | 155 N. First Ave, Suite 270<br>Hillsboro, OR 97124                | polingm@cleanwaterservices.org | (503) 846-3525 |



## Insurance Coverage

The following table shows HDR's business insurance limits. If selected to perform projects for the City, HDR will include the City of Newberg, its officials, employees, and agents as "Additional Insured" on general liability and automobile policies. The industry standard of practice prohibits HDR from listing the City and its officials, employees, and agents as "Additional Insured" on the professional liability policy.

| Type of Insurance                                                                                             | Limit                      |
|---------------------------------------------------------------------------------------------------------------|----------------------------|
| General Liability                                                                                             | \$2,000,000                |
| Automobile Liability                                                                                          | \$2,000,000                |
| Professional Liability                                                                                        | \$1,000,000 <sup>1</sup>   |
| Worker's Compensation                                                                                         | As required by ORS 656.017 |
| <sup>1</sup> Professional Liability limit can be increased to \$5,000,000 as necessary for specific projects. |                            |

## Computer Equipment

HDR is one of the most technically advanced A/E firms in the country. A local area network LAN and WAN provide instant mechanisms for moving data between the project managers, design engineers, and support staff as well as our other offices. Our team regularly uses e-mail, web and FTP sites to communicate with our clients. HDR also possesses and regularly uses all industry-standard and state-of-the-art computer software and applications for engineering, CADD, civil design and analysis, and hydraulic and hydrologic modeling and analysis. The following table presents an abbreviated list of HDR's relevant computer and software capabilities:

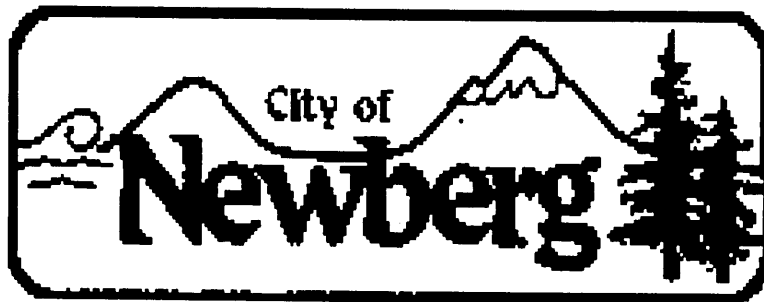
|                                                                                                                           |  |
|---------------------------------------------------------------------------------------------------------------------------|--|
| HDR's computers operate on the Windows 2000 operating system. Products can be developed using the following applications: |  |
| Microsoft Word 2000                                                                                                       |  |
| Microsoft Excel 2000                                                                                                      |  |
| Microsoft Project 2000                                                                                                    |  |
| AutoCAD 2000                                                                                                              |  |
| Current version of Bentley Micro-Station                                                                                  |  |
| ArcView 3.1 (HDR's Portland office will likely be upgrading to ArcView 3.2 and/or 8.1 in the near future)                 |  |
| XP-SWMM or EPA-SWMM                                                                                                       |  |
| WaterWorks                                                                                                                |  |
| Adobe Acrobat 4.0                                                                                                         |  |

# **CITY OF NEWBERG, OREGON**

## **COMMUNITY DEVELOPMENT DEPARTMENT**

### **REQUEST FOR PROPOSALS**

#### **RIPARIAN WATER SYSTEM STUDY**



**February 2002**

**Address proposals to:**

City of Newberg, City Hall

Attn: Robert A. Bielman, Project Manager ... 503-537-0514

Location: 414 E. First Street, Newberg, OR 97132

Mailing: P.O. Box 970, Newberg, OR 97132

Proposals will be received only from those firms specifically invited by the City of Newberg.

**Proposals due: Wednesday, February 27, 2002, at 11:00 AM, local time**

Envelopes must be sealed, plainly marked: "RIPARIAN WATER SYSTEM STUDY", sent to the attention of the Project Manager, and includes the name and address of the proposer. Respondents must submit six (6) sets of the proposal. The City of Newberg reserves the right to reject any or all proposals.

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## **APPENDIX A: Standard Professional Services Agreement**

## SECTION 1 GENERAL INFORMATION

### 1.1 Proposal Request

Written proposals and cost schedules (six copies) are to be submitted by **11:00 a.m. local time on Monday, February 27, 2002**, to the City Hall, City of Newberg, Attn: Robert A. Bielman, Project Manager, 414 East First Street, P.O. Box 970, Newberg, Oregon, 97132. For more information please contact Bob at (503) 537-0514.

Consultants Chosen for RFP Distribution: The City of Newberg completed an evaluation of Statements of Qualifications (SOQ) for the fiscal years 2001 - 2004 on October 15, 2001. These selected consultants shall be used for CIP projects during this timeframe. Proposals will be received only from those firms specifically invited by the City of Newberg.

### 1.2 Proposer's Proposal

Proposers responding to this proposal request must follow the rules stated within this RFP. Adherence to these rules will ensure a fair and objective analysis of your proposal. Proposals should provide a clear, concise description of your firm's capabilities to satisfy the requirements of the RFP.

All responses must be made in the format outlined in Section 3. Failure to comply with or complete any part of this request may result in rejection of your proposal.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the key personnel's capabilities to satisfy the requirements of the City. Special bindings, colored displays, promotional materials, etc., are not necessary. Emphasis should be on completeness, brevity, and clarity of content.

### 1.3 Schedule

|                       |                              |
|-----------------------|------------------------------|
| Proposal Due          | Wednesday, February 27, 2002 |
| Interviews (Optional) | Tuesday, March 12, 2002*     |
| Staff Recommendation  | Friday, March 15, 2002*      |
| City Council Approval | Monday, March 25, 2002*      |
| Notice to Proceed     | Thursday, April 4, 2002*     |
| Project Completion    | Friday, June 21, 2002*       |

*\*This date is approximate and subject to change.*

### 1.4 Issuing Office

All correspondence pertaining to this RFP should be directed to Robert Bielman, Project Manager, City of Newberg, 414 East First Street or P.O. Box 970, Newberg, Oregon 97132. Direct: 503-537-0514 FAX: 503-537-1277.

### 1.5 Response Date

To be considered, proposals must arrive at the City on or before the date and time specified in this RFP. Proposers mailing proposals should allow delivery time to ensure timely receipt of their proposals. ***No proposal or correction received after the closing date and time will be considered.***

### 1.6 Proposal Withdrawal

Any proposal may be withdrawn at any time before the "Proposal Due" date and time specified in the Schedule, by providing written request for the withdrawal of the proposal to the City. The request shall be executed by a duly authorized representative of the firm. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

### 1.7 Interview

Up to three firms, selected for final evaluation, may be required to make oral presentations of their proposals to the City's Selection Committee. Such presentations provide an opportunity for the firms to clarify the proposals and to ensure mutual understanding. The presentation will be an informal question and answer meeting; no power-point presentations are expected or desired. The City will schedule the times and location for this meeting.

### 1.8 Rejection or Acceptance of Proposals

The City expressly reserves the following rights:

1. To reject any and/or all irregularities in the Proposals.
2. To reject any and/or all of the Proposals or portions thereof.
3. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.

### 1.9 Selection of Consultant

The City's Selection Committee will recommend to the Newberg Community Development Director that the contract award be made to the proposer that is, in the Committee's opinion, best qualified. The Newberg City Council must approve the selection.

### 1.10 Execution of Contract

The City and proposer shall finalize the professional services contract, within 10 calendar days after the City Council approval of the selection. Appendix A of the RFP contains a copy of the City's standard professional services agreement for proposers' information only. The City will require the successful proposer to sign this contract.

If the selected proposer fails to execute a contract with the City within 10 days after the award has been made, the City may give notice to the proposer of the City's intent to award the service contract to the next best proposal, or to call for new proposals. The 10-day time period may be extended at the City's sole option.

### **1.11 Public Records**

Any material submitted by a proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the consultant, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information that the consultant does not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of this RFP, each page containing confidential information should be clearly marked "NOT FOR PUBLIC DISCLOSURE--CONFIDENTIAL TRADE SECRETS". The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and claims arising out of any public record request for such information shall be at the consultant's expense.

### **1.12 Tax ID Number**

Proposals must state the proposer's Federal/State of Oregon Taxpayer Identification Number.

### **1.13 Recycled Products Statement**

In accordance with ORS 279.555(2), Consultants shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

### **1.14 Local/State/Federal Requirements**

The selected proposer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555. In addition, proposers agree to comply with: (1) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the American with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Proposer is subject to the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires the provision of Worker's Compensation coverage for all employees working under this contract. The City of Newberg's programs, services, employment opportunities and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability or political affiliation.

### **1.15 Payment For Services**

The City will pay the consultant for services performed based on approved rates and scope of work. The City will make monthly progress payments within thirty (30) days following receipt of proper invoices.

Payments for extra work not described in the agreed upon scope of services will only be made when authorized in advance and in writing by the City Project Engineer/Manager.

## **SECTION 2 SCOPE OF WORK**

### **2.1. GENERAL**

The City utilizes a number of springs and wells for its water supply. The City wishes to have each spring being used by the City and its immediate surroundings investigated by the Consultant and have recommendations submitted for future improvements to maintain water quality and system integrity. The Consultant shall also recommend a course of action that will ensure that this part of the City's water system will remain in compliance with current and anticipated standards. Alternatively, the Consultant shall recommend an orderly method of abandonment of one or more components of the system. Considerations should include location, possible surface water influences, reliability, cost of probable improvements and difficulty of continuing current services if abandonment is recommended.

The ideal consulting firm will provide a highly qualified and experienced team that will remain involved throughout the duration of the project. They will have a track record of strong customer/client support and will have a proven track record in meeting project schedules and milestones with planned involvement by client staff.

These services will include, but not be limited to, developing a plan that recommends retaining or abandoning each spring. If retention is recommended, the Consultant shall identify the improvements required to insure that water quality meets current and expected standards; and provide a cost estimate and schedule required to meet these standards. If abandonment is recommended, provide a preferred schedule, cost estimate and methods to meet the supply commitments for the water customers served by the system components recommended for abandonment.

### **2.2 SCOPE OF PROFESSIONAL SERVICES**

The City seeks professional services in the following areas.

#### **Task 1: Assess Condition of Each Spring**

- 1) Review each spring site and create a list of required and expected improvements.
- 2) Prioritize the improvements to target current legal requirements and then expected future standards.
- 3) Meet with the City – review individual water spring production, existing water system study(work in progress), currently planned improvements and estimate value of the production from each spring.
- 4) Recommend on an individual spring basis, a "retain and upgrade" or "abandon" strategy based on cost vs value.

#### **Task 1 - End Product:**

Report:

- A. Summarize the method(s) used to fix the value of the individual springs and to determine the required and expected future requirements
- B. Estimate the cost to upgrade each spring system, based on current requirements and future expected needs/requirements.



- C. Recommend a schedule that will complete the improvements as recommended.
- D. Meet with the City to review and explain the report.

City staff requires a minimum of seven (14) calendar days for review of each submittal. The consultant shall include this time in its schedule.

Following the completion of each meeting, the Consultant shall be responsible to prepare a meeting summary. This summary shall be submitted, via e-mail in MS Word 2000 format, to the City's project manager within 5 business days of the meeting.

The consultant must manage and coordinate all components of the project and take a proactive role in keeping all tasks on schedule. Project risks shall be identified as early as possible in the study process and action plans developed to avoid or minimize identified risks.

Key project management tasks include, but are not limited to, the following:

- ◆ Project Leadership.
- ◆ Proactive management of stakeholders.
- ◆ Keeping a clear and accurate record of all meetings and follow-up on action items.
- ◆ Schedule management.
- ◆ Manage sub-consultants.
- ◆ Ensure quality control.
- ◆ Analyze and track project budget and expenditures.
- ◆ Provide weekly status reports and monthly progress reports.

The City will form a staff committee that will work closely with the consultant during the life of the project. This staff committee will be the primary group providing review and comment on most Consultant prepared work products delivered for City approval.

1. Agendas and meeting summaries will be prepared by the Consultant for all project-related meetings. Agendas and supporting information shall be distributed by the Consultant through the City project manager to all invited attendees at least five business days in advance of any meeting. Meeting summaries shall be distributed to meeting attendees and other interested parties within five business days of the meeting date.
2. The consultant must manage and coordinate all components of the project and take a proactive role in keeping all tasks on schedule. Project risks shall be identified as early as possible and action plans developed to avoid or minimize identified risks.
3. With each monthly invoice, the Consultant shall provide a summary report of work completed since the last submitted invoice, work anticipated for the next period and any issues or concerns that may affect the progress of the project. The format of these reports shall be approved by the City's project manager.
4. The Consultant shall prepare a detailed project schedule using Microsoft Project 2000 software. He shall update the project monthly and submit to the City.

## **CONSULTANT'S WORK PRODUCTS**

All documents and photographic negatives shall be delivered to and be permanently retained by the City as City property. All documents shall be provided in written and electronic format.

Prior to all submittals, the Consultant shall perform a complete quality control review of all documents to ensure they are complete and accurate. The City's review is only to determine general level of compliance with project scope and quality requirements and does not relieve the Consultant from producing a complete, high quality set of project documents.

The consultant shall submit work products to the City that may include but are not limited to the following:

1. Preliminary and final plans, reports and exhibits on paper, computer disk, compact disk, or other hard copy media, as deemed appropriate by the City.
2. Construction drawings in both a 22" x 34" format and a reduced 11" x 17" format, on paper and reproducible media, as required by the City.
3. Survey maps and placement of monuments, as required by the City.
4. As-built record drawings, on paper, compact disk, computer disk, and/or hard copy reproducible format, as requested by the City. These items must be submitted to the City within 30 days of substantial completion. The Consultant shall be prepared to answer questions and make corrections within 45 days after final project completion.
6. Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results, as requested by the City.
7. Provide four (4) copies of drawings, reports, etc., at each submittal, unless instructed otherwise by the City.
8. The Consultant shall provide four (4) copies of the 50% draft report, in three ring binders, with section dividers and table of contents, when the project is 50% complete. The Consultant shall provide four (4) copies of the final report, in three-ring binders, with section dividers, table of contents, and labels on the spine and front cover. One must contain all original sheets (no photocopies). These items must be submitted to the City within 30 days of substantial completion. Be prepared to answer questions and make corrections within 45 days after final project completion.

## **2.3 SERVICES TO BE PROVIDED BY THE CITY**

The City shall:

1. Provide a Project Manager who is responsible for overall project administration and will provide coordination between the consultant and the City.
2. Provide input on the strategy for each work element.
3. Ensure that City staff member(s) will provide timely responses to any questions and be available for any meetings called by the City's Project Manager. All meetings will take place at the Newberg City Hall Building.
4. Make available water production records, site maps and design information previously developed.
5. Maintain records and process payment requests.
6. Perform other tasks as negotiated.

## SECTION 3 PROPOSAL REQUIREMENTS AND EVALUATION

### 3.1 Proposal Submittal

To receive consideration, submit proposals in accordance with the following instructions:

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

The City, at its sole discretion, has the right to negotiate with any or all proposers regarding their Proposals. Additionally, the City may reject or accept any or all Proposals or parts thereof, submitted in response to this RFP.

The City recognizes that in the submittal of Proposals, certain information is proprietary to the proposer and that the safeguarding of this information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any proposer where the proposer identifies those portions of its Proposal that are proprietary.

Six (6) proposals are due at **11:00 a.m. local time on Wednesday, February 27, 2001.** Proposals submitted after this time will be returned to the proposer unopened. Proposals must be submitted in a sealed envelope bearing the name, address, phone, fax and e-mail of the proposer and the name of the project to:

If your submittal is **mailed**, it must be addressed to:

Robert A. Bielman, Project Manager  
City of Newberg  
P.O. Box 970  
Newberg, Oregon 97132

***Any mail addressed to the street address will be delayed by the Post Office.*** Proposers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals.

If your submittal is **hand delivered**, it must be brought to:

Robert A. Bielman, Project Manager  
Newberg City Hall  
414 East First Street  
Newberg, Oregon 97132

### 3.2 Incurred Costs

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

### 3.3 Content of Proposals and Evaluation Criteria

The six (6) proposals shall include the information requested in each of the items identified in the following table and in the order indicated.

There are a maximum number of pages and minimum text font size permitted for each item of information. **A proposal exceeding the specified number of pages and text font size less than 11 will be considered non-responsive and the proposal will not be considered.** Supporting information shall be in a separate section, at the end of the proposal, and not counted in the page limit requirements. Front and back covers, as well as, section dividers are not counted in the page limit requirements. A one page table of contents is not counted in the page limit requirements. Each page shall be 8.5" x 11", unless otherwise noted. When using double-sided printing, each side of the page is counted as one page.

Each proposal will be judged on the completeness and quality of content, and as a demonstration of the consultant's qualifications.

The items of information to be included in each submittal, evaluation criteria, maximum points, and page limitations are shown on the chart below. An explanation of each item appears immediately following the chart.

| CONTENT AND EVALUATION CRITERIA         | MAXIMUM NO. OF PAGES | MAXIMUM SCORE |
|-----------------------------------------|----------------------|---------------|
| 1. Introductory letter                  | 1                    | 0             |
| 2. Key personnel qualifications         | 4                    | 40            |
| 3. Project Scope and Understanding      | 4                    | 40            |
| 4. Project schedule (11" x 17" allowed) | 1                    | 5             |
| 5. Consultant's fee (11" x 17" allowed) | 1                    | 15            |
| 6. Additional Supporting information    | No Limit             | 0             |
| Totals                                  | 8                    | 100           |

**NOTE:** Each proposal will initially be reviewed based upon the criteria of correct number of pages, insurance coverage, and computer equipment. Firms may be excluded from further consideration if the number of pages in each section is not correct, the firm's insurance coverage is unsatisfactory, or if the firm's computer equipment lacks compatibility with the City's system.

#### 1. Introductory Letter

The introductory letter shall include, but need not be limited to, the following information. The name of the firm, as well as, the signature, printed name and title, telephone and fax number of the officer authorized to represent the consultant in any correspondence, negotiations and sign any contract that may result. The address of the office that will be providing the service, a project manager's name, telephone number, fax number, e-mail address. The federal and

state tax ID numbers, and the state of incorporation, if applicable, must also be included. Indicate whether the proposer is a "resident bidder" as defined in ORS 279.029 and provide a statement that the proposal is valid for ninety days after the submission deadline.

The proposer may use this section to introduce the Proposal or to summarize the key provisions of the proposal.

2. Key Personnel Qualifications

Provide a statement that portrays how the qualifications and experience of the firm's key personnel relate to the described work. The response should address the following:

- A) Key personnel experience with this type of project, and familiarity with the City of Newberg.
- B) A brief resume outlining the experience and qualifications of the person who would be directly responsible for this project. Identify any applicable registrations. Indicate the number of other projects that will be managed by this person during the time he or she would be managing this project.
- C) A listing of other individuals on the team that would support the completion of this project, with a summary of each team member's area of responsibility, expertise, experience and qualifications for this work.

5. Project Scope and Understanding

- A) Include a statement of understanding of the project.
- B) Provide a work plan that describes how the consultant will organize and conduct the project by task. This plan must include all major phases of the project, with targeted completion dates for each phase and tasks of the project, as well as for each required deliverable. If the project can be completed in a shorter timeframe than the above mentioned schedule (see 1-3. **SCHEDULE**), please indicate the proposed schedule.
- C) Include an explanation of any modifications of the work items and scope of work presented in this request for proposal.
- D) Provide a definition of how the consultant will ensure project progress and quality control.
- E) Provide a description of the consultant's approach and methodology of managing work tasks and coordination, sequencing and control of field operations used to accomplish the work in a timely manner.
- F) Describe how you would propose to use City personnel, if at all, to assist you during the project and indicate the approximate time requirement.
- G) Include a separate and specific description of each point in the RFP that is not completely met by the Proposal. If, in your project description you proposed an alternate approach to the RFP tasks, indicate that in this Proposal section.
- H) If the proposer has covered all items in the RFP, then this section should include the statement "All RFP items have been covered in this Proposal".

6. Project Schedule

Prepare a project schedule for each significant segment of the work, from Notice to Proceed to completion.

City staff requires a minimum of seven (14) calendar days for review of each submittal. The consultant shall include this time in their schedule.

7. Consultant's Fee Schedule

Indicate proposer's all-inclusive fee for which the requested work will be done, broken down as follows:

- A) Cost estimate including hours by task and total hours.
- B) Identify by personnel the total hours multiplied by your proposed hourly billing rate.
- C) The fee should include all out-of-pocket costs (travel, printing, etc.) and a fee should be stated for each segment of the project.
- D) Describe the method you would use in charging for any special requests, reports or broadening of the scope of work beyond that described in this RFP.

8. Additional Supporting Information

Supporting materials should include only resumes, references and public client list. The reference list shall have no more than five clients with projects similar to this one. Please include the name, address, phone number, fax number and e-mail of the contact person for each reference. Detail the type of work done that supports the listed mandatory requirements in this RFP. In addition, include a total public client list and contact person for the last two years or the last ten clients, whichever is least. If there is no additional information to present, state "There is no additional information we wish to present".

# **APPENDIX A:**

## **Standard Professional Services Agreement**

**CITY OF NEWBERG**  
**AGREEMENT WITH \_\_\_\_\_**  
**TO PROVIDE CONSULTING SERVICES**  
**TO THE CITY OF NEWBERG**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and \_\_\_\_\_

\_\_\_\_\_  
(Consultant's name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Fax)

hereinafter called **Consultant**.

**RECITALS:**

1. **City** has need for the services of a **Consultant** with particular training, ability, knowledge, expertise and experience possessed by **Consultant**.
2. **City** has chosen the **Consultant** using the \_\_\_\_\_ (insert words addressing the screening and selection process) to provide services related to the XYZ Project.

**NOW, THEREFORE, in consideration of mutual promises, covenants and agreements of the parties, it is agreed as follows.**

1. **Effective Date and Duration:** This Agreement shall become effective on the date that this Agreement has been signed by every party hereto.

Unless, terminated or extended, this Agreement shall expire when the **City** accepts **Consultant's** completed performance or on \_\_\_\_\_, (insert date that work is completed in accordance with Schedule) whichever date occurs first. This fact notwithstanding, the services of **Consultant** shall be authorized and paid on a phase-by-phase basis as described in Exhibit "A".

Expiration shall not extinguish or prejudice **City's** right to enforce this Agreement with respect to any breach of a **Consultant** warranty or any fault or defect in **Consultant's** performance that has not been cured.

2. **Termination:** This Agreement may be terminated at any time by mutual, written consent of the parties. The **City** may, at its sole discretion terminate this Agreement in whole or part upon a 30-day written notice to **Consultant**. The **City** may terminate immediately upon notice to the **Consultant** that the **City** does not have funding, appropriations, or other necessary expenditure authority to pay for **Consultant's** work. The **City** may terminate Agreement at any time for material breach.

This Agreement may be terminated by either party at the end of a project phase as defined in Exhibit "A" or at any time upon a 30-day written notice.

3. **Scope of Work:** The **Consultant** agrees to provide the services provided in the Scope of Work which is Exhibit "A" and attached hereto and incorporated by this reference. The **Consultant** represents and warrants to the **City** that the **Consultant** can perform the work outlined in the Scope of Work for the fee proposal amount.

4. **Compensation:** The **Consultant** agrees to perform the work for a not-to-exceed fee as indicated in their professional fee proposal obtained in the Scope of Work. The not-to-exceed figure is as follows:

\$ \_\_\_\_\_

The **Consultant** shall not exceed the fee for any task included in the fee proposal amount. If the **Consultant** sees that the fee is going to exceed the not-to-exceed figure because the task has changed or is outside the scope, the **Consultant** shall notify the **City** in writing of the circumstances with an estimated amount that the fee is to be exceeded. The **Consultant** shall obtain written permission from the **City** before exceeding the not-to-



exceed fee amount. If the **Consultant** does work that exceeds the maximum fee amount prior to obtaining the written permission, the **Consultant** waives any right to collect that fee amount.

**5. Additional Work Not Shown within the Scope of Work:** If **City** requests or requires work to be done not within the Scope of Work of this project, the **Consultant** shall notify the **City** of such work, provide an estimated fee amount, and obtain written instructions to proceed with work in the form of an Agreement amendment prior to proceeding with work and incurring any costs on behalf of the **City**. If **Consultant** proceeds with work prior to obtaining permission and/or Agreement amendment, the **Consultant** waives any right to collect fees for work performed.

**6. Agreement Documents:** This Agreement consists of the following documents which are listed in descending order of preference: This Agreement with attached Exhibits, the proposal of the **Consultant** (if one was submitted), the Request for Proposal (if one was used), and \_\_\_\_\_. ~~(Insert any other documents that should be referenced)~~ Work is under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

**7. Benefits:** **Consultant** will not be eligible for any federal social security, state workers compensation, unemployment insurance, or public employees' retirement system benefits from the Agreement payment except as a self-employed individual.

**8. Federal Employment Status:** In the event any payment made pursuant to this Agreement is to be charged against federal funds, **Consultant** certifies that he or she is not currently employed by the federal government and the amount charged does not exceed his or her normal charge for the type of services provided.

**9. Consultant's Warranties:** The work to be performed by **Consultant** includes services generally performed by **Consultant** in his/her usual line of business. The work performed by the **Consultant** under this Agreement shall be performed in a good and businesses-like manner in accordance with the highest professional standards. The **Consultant** shall, at all times, during the term of this Agreement, be qualified, be professionally competent, and duly licensed to perform the work.

**10. Indemnity:** **Consultant** shall defend, indemnify and hold harmless **City** from and against all liability or loss and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out, or relating to the activities of

the **Consultant**, or its officers, employees, subcontractors, or agents under this Agreement.

**11. Independent Contractor:** **Consultant** is not currently employed by the **City**. The parties to this Agreement intend that the **Consultant** perform all work as an Independent Contractor. No agent, employee, or servant of **Consultant** shall be or shall be deemed to be the employee, agent or servant of **City**. **City** is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

**12. Taxes:** **Consultant** will be responsible for any federal or state taxes applicable to payments received under this Agreement. **City** will report the total of all payments to **Consultant**, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.

**13. Insurance:**

a) **Consultant**, its subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers; or by signing this Agreement, **Consultant** represents that he or she is a sole proprietor and is exempt from the laws requiring workers' compensation coverage.

b) **Consultant** will, at all times, carry a Commercial General Liability insurance policy for at least \$1,000,000.00 combined single limits per occurrence for Bodily Injury, Property Damage, and Personal Injury. If the policy is written on the new occurrence form then the aggregate limit shall be \$2,000,000.00. The **City**, its agents, employees and officials all while acting within their official capacity as such, shall be named as an additional insured on the insurance specified in this paragraph.

c) **Consultant** will, at all times, carry a Professional Liability/Errors and Omission type policy with limits of at least \$500,000.00. If this policy is a "claims made" type policy, the policy type and company shall be approved by the **City** Manager prior to commencement of any work under this Agreement.

d) **Consultant** shall furnish the **City** with Certificates of Insurance upon execution of Agreement. Such Certificates of Insurance evidencing any policies required by this Agreement shall be delivered to the **City** prior to the commencement of any work. A 30-day notice of cancellation clause shall be included in said certificate.

The City has the right to reject any certificate for unacceptable coverage and/or companies.

14. **Assignment:** The parties hereto each bind themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the Agreement as a whole without written consent of the other.

15. **Ownership of work product** All original documents prepared by Consultant in performance of this Agreement, including but not limited to original maps, plans, drawings and specifications are the property of City unless otherwise agreed in writing. Quality reproducible records copies of final work product shall be provided to the City of Newberg, at the conclusion or

termination of this Contract, including digital files of text and drawings. City shall indemnify and hold harmless Consultant and Consultant's independent professional Associates or SubConsultants from all claims, damages, losses and expenses including attorney's fees arising out of the City's use of any instruments of professional service for purposes outside the scope of this Contract.

16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above mentioned.

**CONSULTANT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Recommended for Approval By:

\_\_\_\_\_

Michael Soderquist, P.E., P.L.S., DEE  
Community Development Director

**CITY OF NEWBERG**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_

Terrence D. Mahr  
City Attorney