

CITY OF FOREST GROVE

**REQUEST FOR PROPOSALS
TO PROVIDED SERVICES**

**WATER SYSTEM SEISMIC RESILIENCY PLAN
Work Order Number 3444**

DATE:
September 23, 2016

CITY
PO Box 326
1924 Council Street
Forest Grove, Oregon 97116



A place where families and businesses thrive

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- A. CERTIFICATION FORM
- B. PROFESSIONAL SERVICES AGREEMENT
- C. WATER SYSTEM SEISMIC RESILIENCY PLAN - REQUIRED PROJECT ELEMENTS
- D. WATER SYSTEM SEISMIC RESILIENCY PLAN - OPTIONAL PROJECT ELEMENTS

CITY OF FOREST GROVE
REQUEST FOR PROPOSALS
Water System Seismic Resiliency Plan RFP
Proposals Due by 4:00 p.m.,
October 14, 2016

The City of Forest Grove (City), Oregon, is issuing a Request for Proposals (RFP) from qualified firms or individuals (Proposer) with demonstrated experience in preparing Water System Seismic Resiliency Plans. To be considered, interested parties must submit their Proposals in accordance with the requirements set forth in the RFP.

The RFP will be used to select the Proposer to provide professional engineering services required to complete a Water System Resiliency Plan for the City's water system. Responses to this RFP will be reviewed, scored, and ranked according to the criteria and process defined in this RFP. The Proposer selected for contract negotiations will be the firm selected as the most qualified through the evaluation process.

The Request for Proposals can be downloaded from the City website at <http://www.forestgrove-or.gov/city-hall/finance-department/finance-department.html>, or a printed copy can be obtained at the address listed below, or by contacting the Rich Blackmun, Project Manager at 503-992-3192, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. For questions or clarifications regarding this RFP, contact Rich Blackmun, at rblackmun@forestgrove-or.gov or 503-992-3192.

There will be no pre-proposal meeting for this RFP.

Proposals shall be submitted in sealed envelopes and received at the City of Forest Grove Engineering Department, no later than 4:00 p.m. PST, Friday, October 14, 2016, addressed to the attention of Rich Blackmun, 1928 Council Street, Forest Grove, OR 97116. The outside of the envelope shall plainly identify the Project: "Water System Seismic Resiliency Plan" along with the name and address of the Proposer. Faxed or electronic (e-mail) responses will not be accepted. Responses received after the designated closing date and time will not be opened or reviewed.

The City may reject any response not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all responses in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

DATED THIS 23rd DAY OF September, 2016.

Paul Downey, Director of Administrative Services

PUBLISH: Daily Journal of Commerce, Friday, September 23, 2016

SECTION 2 – INTRODUCTION, BACKGROUND, AND GENERAL INFORMATION

2.1. INTRODUCTION

The City (“City”) is an Oregon municipal corporation with a 2015 population of approximately 23,000. The City employs approximately 180 full and part-time staff, and is governed by a City Council comprised of six councillors and the Mayor. The Council acts as the Local Contract Review Board for the City.

The City of Forest Grove places a high importance on providing reliable and high quality water to enhance public health and safety, to contribute to the livability, and contribute to the economic viability of our community. Therefore, the City needs to have water system plans in place to address different types of emergencies or natural disaster which may impact the City’s ability to provide safe drinking water to our residents. This project will focus specifically on developing a Water System Seismic Resiliency Plan for the Cascadia Subduction Zone earthquake event. To date there have been no seismic evaluations performed on any of our existing facilities.

The City of Forest Grove (City), Oregon, is seeking Proposals from qualified firms, teams or individuals, hereafter called Proposers, with demonstrated experience in preparing Water System Seismic Resiliency Plans.

2.2. EXISTING FACILITIES

The City of Forest Grove water system consists of the following:

WATERSHED			
The City has intake facilities within the Clear Creek watershed on Clear Creek, Roaring Creek, Thomas Creek, Deep Creek and Smith Creek. These are concrete diversion structures placed across the creeks listed.			
Raw Water Transmission Line			
<i>Year Constructed</i>	<i>Length</i>	<i>Size</i>	<i>Material</i>
1963	Approximately 7 miles	24 inches	Concrete Cylinder Pipe
Water Treatment Plan			
The City of Forest Grove Water Treatment Plant was originally constructed in 1948 and was expanded in 1979. The plant is of conventional design, consisting of rapid mix, flocculation, sedimentation, and rapid sand filtration.			
Reservoirs			
<i>Name</i>	<i>Size – Million Gallons</i>	<i>Construction Type</i>	<i>Year Constructed</i>
Main Reservoir at Water Treatment Plant Site	5	Initially buried concrete tank without cover. Reservoir cover added later, however not fixed to original structure.	1948 original tank 1980 cover added
David Hill Reservoir	1	Partially buried concrete tank with cover	1985
Pump Stations			
<i>No.</i>	<i>Name</i>	<i>Year Constructed</i>	<i>Structure Type</i>
1.	Raw Water Pump Station	1979	Partially buried structure
2.	David Hill Pump Station	1985	Above ground structure
3.	Water Crest Road Pump Station	1967, upgrade in 2006	Partially buried structure
10th Avenue Flow Control and Metering Station			
This station is housed in an above ground cinder block building with two pressure reducing valves and an inline propeller meter.			
Potential Emergency Interties			
The City has the capability of providing emergency water supply to Cornelius. It is located near the city boundary with Cornelius. Currently the emergency intertie connection consists is manually operated and consists of a buried gate valve without a PRV. The PRV will need to be installed. The connection was constructed in 2002.			

The City has the future capability of receiving treated water from the JWC through an emergency intertie connection provision on the North Transmission Line. This source of treated water would only be accessed during an emergency. The City is just starting working with JWC to develop an IGA for this connection. There is an existing tee connection and valve near the intersection of Mountain View and Heather Street.

Distribution System as of 2010

<i>Total Miles</i>	<i>Sizes</i>	<i>Materials</i>	<i>Number of Fire Hydrants</i>
Approximately 78 miles	Up to 24 Inches	Cast iron, ductile iron, steel, wrought iron, galvanized steel, and PVC. Approximately 24,000 feet of new pipe was installed between 2000 and 2010, most of this is ductile iron.	555

Note: None of the above facilities have been evaluated to determine their seismic vulnerability or resiliency.

2.3. LIST OF REFERENCE DOCUMENTS

The following documents will be available on the City’s web page.

List of Documents Available Via City’s Web Page

<i>Name</i>	<i>Year</i>	<i>Author</i>
Pictures of the diversion structures within Forest Grove’s watershed	2016	City Staff
Water Master Plan Update	August 2010	HDR
Joint Water Commission Seismic Hazard Mitigation Study, Technical Memorandum No. 1, Seismic Hazard Evaluation/Geotechnical Report	October 2008	Carollo Engineers, Shannon & Wilson, Inc.
Joint Water Commission Seismic Hazard Mitigation Study, Technical Memorandum No. 8, Pipeline Probable Maximum Losses	October 2008	Carollo Engineers, MMI Engineering

2.4. ISSUING OFFICE AND SUBMITTAL LOCATION

The Director of the Administrative Services for the City will issue the RFP and will be the point of contact for the City for all questions, concerns, and protests concerning contract issues. The Director’s contact information is 503-992-3220 or pdowney@forestgrove-or.gov. Each Proposer must provide five total bound copies of their proposal; one copy should be marked “ORIGINAL”.

Rich Blackmun, Project Manager, will be the point of contact for project specific questions. His contact information is 503-992-3192 or rblackmun@forestgrove-or.gov. During the period from October 10, 2016 through October 14, 2016, specific project questions shall be directed to Derek Robbins. His contact information is 503.992.3292 or Djrobbins@forestgrove-or.gov.

The outside of the sealed envelope should state “Water System Resiliency Plan” and shall be addressed and submitted to the following location by Friday, October 14, 2016, by 4:00 p.m.:

City of Forest Grove
 Rich Blackmun, Project Manager
 1928 Council Street
 PO Box 326
 Forest Grove, OR 97116

All proposals must arrive at the issuing office on or before the listed due date and time. Facsimile or electronically submitted proposals will not be accepted.

2.5. ANTICIPATED RFP SCHEDULE

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a firm/individual for this service. The schedule may be changed if it is in the City’s best interest to do so.

<u>RFP Process</u>	<u>Date</u>
RFP Advertised	September 23, 2016
Deadline to Submit Changes/Solicitation Protests	September 30, 2016, 2:00 pm
Last Date for an Addenda	October 7, 2016, 4:00 pm
Proposal Due to City	October 14, 2016, 4:00 pm
Proposer Interviews (if necessary)	November 2, 2016
Notice of Intent to Award	November 3, 2016
Award Protest Period Ends	November 10, 2016
City Manager Approval	December 2, 2016
Commencement of Contract	December 8, 2016
Draft Water System Seismic Resiliency Plan Submitted to the City	July 30, 2017
Project Shall be completed by	September 29, 2017

2.6. ESTIMATED PROJECT COST

This information is provided for guidance only. Do not submit cost or billing rate information with this proposal. Proposals shall be rejected if they contain this information. Only the proposer selected to negotiate a scope of work shall be required to submit billing rates and cost information.

The estimated project budget is \$125,000. This budget is based on the minimum requirements needed to complete a Water System Seismic Resiliency Plan.

2.7. CHANGES TO THE SOLICITATION BY CITY ADDENDA

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

A prospective Proposer may request a change in the RFP by submitting a written request to the address set forth above. The request must specify the provision of the RFP in question, and contain an explanation for the requested change.

NOTE: All requests for changes or additional information must be submitted to the City no later than the date set in the RFP Schedule.

The City will evaluate any request submitted, but reserves the right to determine whether to accept the requested change. If, in the Director’s opinion, additional information or interpretation is necessary, such information will be supplied in the form of an Addendum as stated above.

Any addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by City managers, employees, or agents to the prospective Proposers shall not bind the City.

- A. Addenda will be e-mailed or delivered to all Interested Proposers known by the City to have received the Proposal Document.
- B. No addenda will be issued later than the date set in the RFP Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarification, or revisions of proposals leading to obtaining best offers or best and final offers.

- C. Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued. **The Proposer shall acknowledge receipt of each individual Addendum on the Certification Form of the proposal.**

2.8. CONFIDENTIALITY

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

2.9. CANCELLATION

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

2.10. LATE SUBMITTALS

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

2.11. DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

2.12. PROPOSER'S REPRESENTATION

Proposers, by the act of submitting their Proposals, represent that:

- A. They have read and understand the Proposal Documents and their Proposal is made in accordance therewith;
- B. They have familiarized themselves with the local conditions under which the work will meet their satisfaction;
- C. Their Proposal is based upon the requirements described in the Proposal Documents without exception (unless exceptions are clearly stated in the response).

2.13. CONDITIONS OF SUBMITTAL

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

- A. The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.
- B. The Proposer has examined all parts of the Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.

- C. The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and that no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.

2.14. PROPOSER REQUESTS INTERPRETATION OF RFP DOCUMENTS

Proposers shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for same to the Director at the submittal address located in Section 2.2.

The City shall make interpretations, corrections, or changes of the Proposal Documents in writing by published Addenda. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City shall be final and binding upon all parties.

2.15. PROPOSER REQUESTS FOR ADDITIONAL INFORMATION

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

2.16. COMPETITION

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

2.17. COMPLAINTS AND INEQUITIES

Any complaints or perceived inequities related to this RFP or award of work referenced herein shall be in writing and directed to the Director at the address listed in the RFP and shall be received no later than the date listed in the RFP Schedule. Such submittals will be reviewed upon receipt and will be answered in writing.

2.18. COST OF RFP AND ASSOCIATED RESPONSES

The City is not liable for any costs incurred by a Proposer in the preparation and/or presentation of a proposal. The City is not liable for any cost incurred by a Proposer in protesting the City's selection decision.

2.19. CITY TO REQUEST CLARIFICATION, ADDITIONAL RESEARCH, & REVISIONS

The City reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal or for information on any Proposer. The City need not to inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City, become part of the public records and may be disclosed accordingly.

The City reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

2.20. REJECTION OF PROPOSALS

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

- A. Failure of the Proposer to adhere to one or more of the provisions established in this RFP.
- B. Failure of the Proposer to submit a Proposal in the format specified herein.
- C. Failure of the Proposer to submit a Proposal within the time requirements established herein
- D. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City may reject any Proposal not in compliance with any of the prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding of the City that it is in the public interest to do so.

2.21. MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

A Proposal may not be modified, withdrawn, or canceled by the Proposer for 60 (sixty) calendar days following the time and date designated for the receipt of Proposals.

Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by notice to the City Director of Administrative Services, at the Proposal submittal location, prior to the time designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. All such communications shall be so worded as not to reveal the amount of the original Proposal or any other material contents of the original Proposal.

Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

2.22. PROPOSAL OWNERSHIP

All Proposals submitted become and remain the property of the City and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.

Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the City shall make available to any person requesting information through the City's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any Proposer to do so after the Notice of Intent to award has been released.

2.23. DURATION OF PROPOSAL

Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

2.24. INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the City. Any estimated purchase volumes listed herein do not include other public agencies and the City makes no

guarantee as to their participation. Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

2.25. AFFIRMATIVE ACTION/NONDISCRIMINATION

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive Order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

2.26. PERFORMANCE AND PAYMENT BONDS

No performance and payment bonds are required.

SECTION 3 SCOPE OF WORK

The City of Forest Grove places a high importance on providing reliable and high quality water to enhance public health and safety, to contribute to the livability, and contribute to the economic viability of our community. Therefore, the City needs to have water system plans in place to address different types of emergencies or natural disaster which may impact the City's ability to provide safe drinking water to our residents. This project will focus specifically on developing a Seismic Resiliency Plan to address the Cascadia Subduction Zone earthquake. The selected Proposer will develop Water System Seismic Resiliency Plan for the City of Forest Grove, which incorporates Federal and State Guidelines, including the Oregon Resilience Plan - February 2013, and the National Institute of Standards and Technology Resilient Community Planning Guide for Buildings and Infrastructure systems.

To date there have been no seismic evaluations performed on any of our existing facilities. The Water System Figure in Attachment C of this RFP defines the limits of this project.

3.1. SCOPE OF WORK REQUIREMENTS

The Proposer shall develop a detailed scope of work to prepare the City's Water System Seismic Resiliency Plan based on their experience and which meets the requirements of the Oregon Resiliency Plan. The detailed scope of work shall provide the minimum requirements needed to complete the Water System Seismic Resiliency Plan. The elements of the existing water system that shall be included in the Water System Seismic Resiliency Plan are shown on Figure 1, Attachment D.

The Proposer may include optional tasks beyond the detailed scope of work. The Proposer shall provide detailed description for each of the proposed additional tasks and why they are recommending the City consider including their optional tasks as part of the Project.

3.1.1. Project Management. Each Proposer shall include Project Management as one of the work tasks. The following Project Management description is the minimum project management requirements and may be expanded upon by the Proposer:

Project Management (required element)

The Proposer shall act as a manager of the Proposer's team, including any Subconsultants. The Proposer shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and budget and ensure timely completion of the Project. Proposer shall give prior notice to City, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

The Proposer shall ensure full coordination with City staff and be responsive to any email and telephone discussions, in addition to the minimum meetings as listed under various tasks in the scope of work. The Proposer shall be in contact with the City frequently enough to ensure a timely City review of deliverables. The Proposer is expected to work with all stakeholders in a responsible manner.

The Proposer shall organize a kickoff meeting with City staff:

- Define project goals and objectives
- Outline project and management approach
- Identify roles and responsibilities
- Confirm scope and schedule

Proposer shall prepare all project related agendas and meeting minutes. All agendas and the supporting information shall be distributed via emails to the City's Project Manager at least three (3) business days prior to any meetings, except draft reports for which shall be submitted at least five (5) business days ahead of the meetings. Meeting minutes shall be distributed to all attendees and any other identified parties within five (5) business days of the meeting date.

Submit a summary report of work completed by sub-tasks for the invoice period with each invoice. Indicate each individual's time spent on each sub-task for the invoice period. Alert the City if any issues or concerns may affect the progress and/or cost of the project.

3.1.2. Optional Task. The proposer shall include the following optional tasks in their scope of work. These tasks and any other optional tasks that the Proposer is recommending, as described in Section 3.1, shall be clearly separated from the minimum scope requirements they are proposing. The elements to be included in the following optional tasks are shown on Figures 2 & 3, Attachment D.

- a) **Future Reservoir Location Assessment.** Proposer shall develop the scope of work required to assist the City in identify future storage reservoir locations within the City based critical need following a seismic, this will include existing locations. The City has already identified 2 general locations for future reservoirs as well as adding new reservoirs at the Water Treatment Plant and the existing David Hill Reservoir. Proposer shall identify potential seismic hazards (i.e. stability) at these locations which will be used for the final siting of future reservoirs.

- b) **Cost Comparison City's Supply and Treatment System Versus Upgrades to Transmission Lines JWC.** The City receives treated water from the JWC Plant via the existing Hillsboro/Forest Grove 24-inch transmission line (TL). The ownership of the existing 24-inch TL is split evenly between the City of Hillsboro and the City of Forest Grove. In addition, the City is working on an IGA for an emergency treated water supply from a future connection to the 72-inch North Transmission Line (NTL).

A pipeline Probably Maximum Losses Technical Memorandum™ was prepared for JWC, which included the 24-inch TL and the 72-inch NTL. The analysis was based on a return period of 475 years (10% Exceedance Probability) for three different seismogenic sources. The Proposer shall update the number of estimated repairs required for the 24-inch TL and estimated repairs required for the 72-inch NTL to where it connects to the future Emergency Intertie near the intersection of Mountain View and Heather Street. This analysis shall be based on the characteristics of the Cascadia Subduction Zone used to develop the Oregon Resiliency Plan. In addition, make recommendations on the pipe materials which should be used to provide a seismic resilient transmission line to replace the 24-inch TL. The following three alternatives will be evaluated:

- 1) Improving the City's raw water supply TL, Water Treatment Plan, and 5.0 Million Gallon reservoir.
- 2) Replacing the 24-inch TL with a pipe with the capacity to supply the City of Forest Grove 10 MGD from JWC plus future existing Hillsboro capacity needs for this pipeline. 10 MGD is what our current ownership in the JWC Treatment Plant.
- 3) Length of time to repair the estimated breaks along the existing 72-inch NTL.

The objective is to determine the preferred approach for the City of Forest Grove to utilize which ensures we have a seismic resilient water system that will meet our level of service goals.

SECTION 4 – PROPOSAL AND PROPOSER REQUIREMENTS

4.1. SUBMITTAL OF PROPOSALS

In order to be considered for this project, each Proposer must provide five total copies of their proposal; one copy marked "ORIGINAL". All proposals must arrive at the issuing office on or before the listed due date and time. A corporate officer who has been authorized to make such a commitment must sign the proposals. Proposals shall be sealed in an envelope, with the words "Water System Seismic Resiliency Plan" clearly written on it. The document shall be addressed and delivered to the issuing office identified in Section 2.2.

4.2. PROPOSER REQUIREMENTS

4.2.1. Mandatory Requirements (Pass/Fail). These requirements will not be scored. Failure to meet any of these qualifications will render your proposal non-responsive.

- a) **Introductory Letter.** This letter shall:
 - i. Specifically stipulate that the Proposer accepts all terms and conditions contained in the RFP and supporting documents.
 - ii. Name the person(s) authorized to represent the Proposer in any negotiations and the name of the person(s) authorized to sign any contract that may result.

- b) **Proof of Licensure.** Proposer may not provide engineering services unless the work is done under the full authority and responsible charge of an Oregon Registered Professional Engineer (PE) as defined in ORS 672.002(2). The PE must be currently registered in active status with the Oregon State Board of Examiners for Engineering and Land Surveying, and must supervise and direct the work proposed under the contract. As required by Oregon law, Proposers shall place their official Oregon Registered PE certified seal and signature on all reports, maps, design drawings, and specifications delivered to City.

Proposer shall submit proof that they and any sub-consultants have current, active license to practice engineering in the State of Oregon. Proposer and any sub-consultants shall obtain a City business license if selected.

4.2.2. Minimum Criteria. The following minimum criteria will apply:

- a) Proposer shall include sufficient evidence as to the Proposer's Proposals to perform the work. This information shall disclose and include all pertinent facts as may be appropriate and shall include a description of past performance on projects of similar type, scope and size Proposers shall have a minimum of preparing two Water System Seismic Studies.

- b) Shall demonstrate, to the satisfaction of the Selection Review Committee, the ability to provide the services required within the Scope of Work, within the timeline indicated, to the City and shall demonstrate a proven history of providing such services.

- c) Shall not have a record of substandard workmanship. The City will verify this requirement by communication with the licensing authority, the Proposer's clients and references, and as many other references as may be deemed appropriate.

4.3. PROPOSER REPRESENTATIONS

The Proposer further agrees to the following:

- A. To examine all specifications and conditions thoroughly.

- B. To provide for appropriate insurance, deposits, and performance bonds if required.

- C. To comply fully with the scope of services as described in Section 3 for the agreed contract.

- D. That any and all registration and certification requirements required for Contractors are met as set forth in the Oregon Revised Statutes.

4.4. PROPOSER REPRESENTATIVE

The selected Proposer shall assign a competent representative acceptable to the City who will represent the Proposer in providing contracted services to the City. If the representative is removed by the Proposer, the new representative must be acceptable to the City.

4.5. PROPOSAL FORMAT AND REQUIREMENTS – MANDATORY

Each Proposer shall provide the following:

4.5.1. Formatting Requirements. Proposal shall be submitted with the following formatting limitations:

- a) Proposals must be submitted on letter-sized (8.5" X 11") paper. Margins must be at least ½" on all sides. Font size can be no smaller than 11.
- b) The maximum total number of pages in the proposal must not exceed thirty (20) single-sided pages or ten (10) double-sided pages. 11x17 inch paper will count as 2 pages if printed single sided or 4 pages if printed double sided. Resumes, if provided shall be limited to either two (2) single-sided pages, or one (1) double-sided page. Resumes will not count against total page limitation.
- c) Proposers must include a maximum two page Introductory Letter, which does not count against the total page limitation.
- d) Proposer shall include a cover page with the submitted proposal. The cover page does not count in the total pages. The following information shall be on the cover page:
 - i. The RFP Title;
 - ii. The name, title, address, telephone number, fax number, e-mail address of Proposer's primary contact person; and
 - iii. The date of submission. In addition to the above information, but not in lieu thereof, Proposers may include other information on the cover page.
- e) Proposers must submit Proof of Licensure, which does not count against the total page limitation.

4.5.2. Proposal Content.

- a) **Introductory Letter.** Include the name of the proposing Firm or Individual and its principal business address and phone number. The letter should address the Proposer's willingness and commitment, if selected, to provide the services as outlined in their Scope of Work and a description of why the Proposer believes they should be selected. The letter should be addressed to Rich Blackmun, Project Manager, and should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal. Please provide contact telephone, fax number(s), e-mail address(es), and address(es) of your office(s).
- b) **Project Team and Experience.** Identify Principal, Project Manager, and other key staff, and extent of their involvement should your firm be selected to respond to the RFP. Identify staff from key sub-consultants mentioned above. Proposer shall include an organizational chart under which the Proposer will provide the requested services to the City, if selected. Upon completion of the contract, key personnel assigned to the project cannot be changed without written approval of the City.

Describe individual roles, responsibilities, credentials, and related experience that will allow the City to evaluate the qualifications of the individuals proposed for the project. Include each individual's percentage of overall time that can be dedicated to the project.

If subcontractors are part of the Proposers team, then included name and information about the qualifications and experience of any subcontractor(s).

- c) **Proposers Capabilities.** Proposer must describe their capabilities. This section will provide a basis for determining how well the capabilities and resources of the Proposer's Firm relate to this specifically to this project. The Proposer should provide the following:
- i. Describe your firm's areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the firm. Provide the same information for any sub-consultants to be utilized on the project.
 - ii. Provide the address of the firm's home office and the address of the office that will manage the project, if applicable
 - iii. Describe lines of authority and responsibility, your firm's approach to validating project progress against project scope and intent, and the process to respond promptly to problems and any changes to scope of work or project intent. Describe the processes and tools to be used to ensure deliverables are complete, correct, clear, coordinated, constructible, and consistent with project objectives and goals.
 - iv. Describe similar projects performed within the last 10 years, which best characterize the firm's capabilities to address the tasks listed in the scope of work. Include the name of the proposed team members whom worked on these similar projects.
 - v. For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm and contact information for the lead firm's Project Manager.
- d) **Project Approach and Understanding.** The Proposers understanding and approach to the project is an important aspect of the RFP process. The Proposer should provide clear and concise understanding of the project by describing and clarifying any major issues based upon project information provided in this RFP.
- i. For each phase of work required to develop a complete Water system Seismic Resiliency Plan, the project approach should:
 - Prepare a detailed scope of work which meets the City's goals for this project. For each work tasks provide a detailed narrative description of how the firm proposes to execute the task.
 - Identify the team members who will work on each task.
 - Describe the proposed work products that will result from each task or activity.
 - Submit a schedule showing major milestones and all work tasks from the project kick off meeting to the deliverable of the final documents.
 - Describe how City staff and other City resources will be utilized during the project and knowledge and skills will be passed on to City Staff which may allow the City to analyze future scenarios.
 - ii. Optional Task identified in this RFP and those optional tasks being recommended by the Proposer shall be clearly separated from the detailed scope of work required to complete the project. The proposer shall include the following for these optional tasks:

- Provide a detailed narrative description of how the firm proposes to execute the task
- Describe the proposed work products that will result from each task or activity.
- Why the Proposer is recommending the City consider including their proposed optional tasks as part of the Project.
- Include Optional Tasks in the schedule and clearly identify them.

4.5.3. Proposer's Services. Please provide detailed information on the specifications and features of the proposed services as listed below. Provide any suggestions for services you would recommend that were not requested in the scope and why you recommend those services. Please provide answers in this format and as straightforwardly as possible.

- a) Indication that the Proposer has a clear understanding of the requested services by describing your scope of work through submission of the Final Water System Seismic Resiliency Plan.
- b) Outline and description of project tasks, how they will be accomplished within the specified timeframe, any challenges the Proposer foresees and how those challenges will be addressed. Please provide a description of assumptions regarding City staff responsibilities as they pertain to this project. Clearly delineate between minimum required tasks and the optional tasks as described in Section 4.5.2.d).
- c) Estimated project timeline showing all major milestones and other relevant information.
- d) Furnish a disclosure statement of involvement in any civil or criminal litigation or investigation regarding your business practices during the past five years.

4.5.4. Sample Professional Services Agreement (Attachment A) Review sample agreement and list any concerns with the sample agreement. .

4.5.5. Addenda. All Addenda of this RFP shall be submitted as part of the Proposal. The Proposer shall acknowledge receipt of each individual Addendum in the in the Certification Form of the proposal. Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued by the City.

4.5.6. Certifications. The Proposer shall submit as part of the Proposal the Certification Form. The Certification Form shall be filled out, signed, dated, and included in the Proposal Appendix. This form does not count against the total page limitation.”

SECTION 5 – PROPOSAL SELECTION AND EVALUATION

5.1. GENERAL INFORMATION

Each proposal will be judged on its completeness and quality of its content. The City reserves the right to reject any or all proposals and is not liable for any costs the Proposer incurs while preparing or presenting the proposal. All proposals will become part of the public file, without obligation to the City. Upon the completion of the evaluation process, the City intends to negotiate a contract with the Proposer whose proposal is deemed to be most advantageous to the City.

5.2. SELECTION REVIEW COMMITTEE

The Selection Review Committee may be comprised of up to six (6) members of City Staff. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award. The City may also seek independent expert advice with no apparent or perceived conflicts of interest to help review proposals. However, any such person that is contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed, or otherwise brought to an end, have communications with any Proposers regarding their proposals or the process.

Scoring will be completed covering all areas listed below in the Evaluation Criteria. All scores for each Proposer shall be added together to arrive at an evaluation score for each Proposer. Proposals will then be ranked in descending order by the total Proposal score.

At the City's option, interviews may be conducted with all or a select few of the Proposers after the Proposals are evaluated. The interview scores will be added to the criteria evaluation scores, and the list re-ordered. City will enter into contract negotiations with the highest ranked Proposer. If a contract with the highest ranked Proposer cannot be reached, the City will commence negotiations with the second highest ranked Proposer.

City reserves the right to negotiate with any of these Proposers or may elect to negotiate a contract using best and final offers.

5.3. INTERVIEWS

Proposers selected for final evaluation (if necessary) may be required to make an oral presentation of their proposal to the City. Such presentation shall provide an opportunity for Proposers to clarify their proposal to ensure thorough mutual understanding. The Selection Review Committee may interview the Proposers and ask additional questions related to the proposal and the scope of work. The City will schedule the time and locations of the interviews, if required, on the dates indicated in the RFP Schedule. Interviews will take place at a location to be determined, in Forest Grove. Firms invited to the interview will be responsible for making and paying for their own travel arrangements.

5.4. SCORING AND EVALUATION CRITERIA

The criteria listed below will be used to evaluate the Proposers to determine the finalists and apparent successful Vendor. **Total possible evaluation points prior to interviews will be 400. If interviews are conducted, an additional 100 points will be added to the proposal core to determine final scores.** The following criteria and their assigned maximum points will be used to evaluate both the proposals and interviews (if held):

- A. Project Team and Experience: 140 points
- B. Proposer Capabilities: 100 points
- C. Project Approach and Understanding: 160 points
- D. **Reference Check (no points)**

The City reserves the right to contact references as part of the decision making process and prior to making a final selection.

5.5. RANKING OF PROPOSALS

- A. Proposals may be ranked by the Selection Review Committee based on evaluation of responses and interviews (if any), with the first-ranked Proposer being that Proposer which is deemed to be the most appropriate and fully able to perform the services, and the second ranked Proposer being the next most appropriate, all in the sole judgment of the Selection Review Committee.

- B. Proposer's scores will be totaled and ranked. Any Proposer's response to this RFP shall be considered de facto permission to the City to disclose the results, when completed, to selected viewers at the sole discretion of the City

SECTION 6 – CONTRACT REQUIREMENTS

6.1. CONTRACT AWARD

The award of a contract is accomplished by executing a written agreement that incorporates the entire RFP, Proposer's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Proposer agrees to accept the contract terms of the attached Personal Services Agreement unless Proposer either proposes modifications to the attached agreement or submits another contract form the Proposer wishes to propose. Modifications to the attached Professional Services Agreement must be submitted by the Proposer during the solicitation protest period. The issuing office is the sole point of contact for the issuance of the contract.

6.2. REQUIREMENTS

The firm must be covered by Workers' Compensation Insurance, which will extend to and include work in Oregon. In addition, the firm must also submit documents addressing general liability insurance, automobile and collision insurance, professional liability insurance, and indication that there is no conflict of interest on the part of the Contractor's submission of a proposal for the services being solicited under this RFP. `

6.3. CONTRACT ADMINISTRATOR

Paul Downey, shall be the Contract Administrator for the **Services to Prepare the Water System Seismic Resiliency Plan** requested through this RFP process.

**ATTACHMENT A
CERTIFICATION FORM**

**ATTACHMENT A
CERTIFICATION FORM**

Certifications --Non-Collusion

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

Conflict Of Interest

The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Professional Services Contract, and associated inclusions and references, specifications, Proposal Form, Proposer response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer submittals.

Addendum Number (s) _____ Acknowledged _____ Yes _____ No

Reciprocal Preference Law - Residency

Resident Proposer () Non-Resident Proposer ()

Signature Block

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

Proposer Name Telephone Number

Proposer Mailing Address, City, State, Zip

Proposer Facsimile Number Proposer E-mail Address

Signature Date

ATTACHMENT B
SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This Agreement made on the _____ day of _____, 20____, between:

THE CITY OF FOREST GROVE
1924 Council Street
P.O. Box 326
Forest Grove, Oregon 97116
("City")

and

[Consultant]
[Address]
[Telephone]
[Fax]
("Consultant")

Consultant agrees to provide professional services (a.k.a. "personal" services) to the City pursuant to this Agreement. Such services are authorized by and subject to the terms and conditions of this Agreement.

The "Project":

[Describe Project]

[Include nature of project and budget/time parameters.]

Consultant has reviewed the City's description of the Project and conducted initial inquiries with the City and other local regulatory agencies regarding the Project. Consultant represents that Consultant is competent and willing to undertake professional services in connection with the Project and is capable of performing such professional services within the time allotted herein.

1. Consultant's Responsibilities

1.1. Consultant will provide professional services for the City during all phases of the Project to which this Agreement applies; serve as the City's representative for the Project as set forth below and give professional consultation to the City during the performance of services hereunder.

1.2. Consultant will provide all professional services customarily furnished and reasonably necessary within the Scope of Services set out at Exhibit A, attached. Time is of the essence of this Agreement. The City and Consultant will develop a Project Schedule consistent with requirements of the Scope of Services and Consultant will complete each phase of the services in accord with that Schedule. Subconsultants, if any, may only be used with the City's prior written consent. Consultant will contract directly with and will pay such subconsultants. City has no obligation to pay any subconsultants.

1.3. Consultant will pay all royalties and license fees which may be due by reason of materials or methods employed by Consultant or its subconsultants or by reason of the necessary inclusion of protected materials or methods in the Project as designed except to the extent such materials or methods are included with the informed consent or at the direction of the City. Consultant will defend all suits or claims for infringement of patent, trademark, or copyright for which Consultant is responsible pursuant to this paragraph, which may be brought against the City, and Consultant will be liable to the City for all losses arising therefrom, including costs, expenses, and attorney fees.

1.4. Consultant will not be relieved of responsibility for errors or omissions or other defects in plans and specifications or any other documents prepared by Consultant for the City's review and approval.

1.5. Consultant will keep any real property involved in the Project free from all liens by reason of its services and will defend, indemnify and hold harmless the City from the operation and effect of any such lien or encumbrance that may be claimed by any person by reason of Consultant's services. If Consultant fails to remove any lien or adjust any other claim relating to Consultant's services, the City may without recourse by Consultant, pay the lien or claim and charge such payments, with any resulting costs incurred by the City deducted from any monies owed Consultant by City.

1.6. All services provided by Consultant (and any of their sub-consultants) will be performed in a prompt manner consistent with the professional standards of care and diligence applicable to those services performed by recognized firms in the Portland metropolitan region on the type of project being done. Consultant is and will be responsible for all services provided regardless of whether the services are provided directly by Consultant or by sub-consultants used by Consultant. Consultant will make all decisions called for promptly and without unreasonable delay.

1.7. Consultant will perform only the services authorized. Additional services will be compensated only if and as authorized in writing by the City. To the extent services are made necessary by fault or error of Consultant or their sub-consultants in the performance of their respective duties, responsibilities or obligations, the services will not be compensated.

1.8. Consultant will maintain all documents, books, papers, recordings and all other records, including any in digital format, arising out of or related to this Agreement for a period of three (3) years after completion or abandonment of the Project. Such records will be made available, in full, to the City upon reasonable notice.

1.9. If applicable, Consultant will designate a representative fully knowledgeable about the Project with the authority to carry out Consultant's duties under this Agreement.

1.10. Consultant will furnish City with either its IRS-designated employer identification number or social security number whichever is appropriate.

1.11. Consultant will not provide any comments, information, press releases or opinions to representatives of newspapers, magazines, television and radio stations, weblogs or any other news medium without the City's prior written consent.

1.12. Consultant will give prompt written notice to City if Consultant becomes aware of, or forms a belief regarding, actual or potential problems, faults or defects in the Project, any nonconformity with the Agreement or with any federal, state or local law, regulation or ordinance, or has any objection to any decision or order made by City with respect to Consultant's duties under this Agreement. Any delay or failure on the City's part to provide a written response to Consultant will not be deemed or construed to be an endorsement of Consultant's notice and will not constitute a waiver of any of City's rights.

1.13. Any employee of Consultant or any sub-consultant will be paid at least time and a half for all time worked in excess of 40 hours in any one week, other than a person excluded from overtime pursuant to ORS Chapter 653 or United States Code Title 29.

1.14. Consultant will promptly pay, as due, all persons supplying labor or material for the performance of its work under this Agreement.

1.15. Consultant will pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of its work under this Agreement.

1.16. Consultant will pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

1.17. Consultant will promptly pay, as due, all persons or entities furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to Consultant's employees, those sums that Consultant agrees to pay for those services and all moneys and sums that Consultant collected or deducted from its employees' wages under any law, contract or agreement for the purpose of providing or paying for the services.

1.18. Consultant is an employer subject to Oregon's workers compensation laws and will comply with ORS 656.017, or Consultant will promptly demonstrate to the City's satisfaction that it is exempt from such law in accordance with ORS 656.126.

2. The City's Responsibilities

2.1. The City will designate a representative fully knowledgeable about the Project and with the authority to review and approve all Project work.

2.2. The City will furnish Consultant with information regarding requirements for the Project, including programs setting forth the City's objectives, schedules, constraints and criteria.

2.3. The City will render its decisions in a timely manner to avoid unreasonable delay in the orderly and sequential progress of Consultant's services.

2.4. The City will furnish Consultant with all information in its possession regarding the Project.

3. Drawings and Specifications

3.1. Construction or Project drawings and specifications, if any, or other construction documents submitted by Consultant to the City, or to any trade contractors or others for bidding or negotiation, will be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations and laws except to the extent expressly and specifically otherwise stated in detail in writing by Consultant at the time of such submission. By submitting such documents for construction or bidding purposes, Consultant represents that Consultant has informed the City of any tests, studies, analyses or reports which are necessary or advisable to be performed by or for the City at that time.

3.2. Consultant will assign all original designs, drawings, specifications and other construction documents, if any, to the City upon completion or termination of services under this Agreement.

3.3. All copies of drawings, specifications or other Construction Documents, if any, provided the City become the property of the City which may use them without Consultant's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project.

3.4. If applicable, Consultant will provide one set of reproducible record drawings, which are the revised construction drawings reflecting the construction as completed. The revisions will be based on observations of Consultant made verifying actual construction.

4. Payments to the Consultant

4.1. For the period of this Agreement, Consultant agrees to provide services at the rates set forth in Exhibit B (attached).

4.2. For authorized reimbursable expenses, the City will pay Consultant at the rate specified. For unscheduled reimbursement items, Consultant will be reimbursed at Consultant's direct cost without markup.

4.3. Consultant will not be entitled to or be paid for services provided in excess of any guaranteed maximum price or fixed price that has been established for such services unless authorized by a written scope change.

4.4. Consultant will provide the City with monthly statement(s) of services rendered and authorized reimbursable expenses incurred for the preceding month. Consultant expressly waives any right to payment for services rendered if such services are not billed within sixty (60) days following their rendition.

4.5. In addition to the monthly statement described in 4.4, Consultant's invoices will include a summary of services provided; a summary of reimbursable expenses; and a summary of authorized additional services, all in accordance with the compensation provisions of this Agreement, as well as an estimate of the percent of services completed as of the invoice date.

4.6. Invoices for reimbursable expenses will be accompanied by supporting documentation.

4.7. Invoices for authorized additional services will outline and identify the services performed and by whom, the number of hours each person worked and applicable pay rates.

4.8. Payments will be made monthly for services performed and invoiced.

4.9. Consultant shall keep its billing records, including timesheets, rate schedules and invoices necessary to support invoices for time and materials, additional services and expenses current consistent with generally recognized accounting principles and procedures and maintained for a period of two (2) years following completion or abandonment of the Project. Such records will be available to the City for inspection, copying and/or audit during normal business hours.

5. Termination

5.1. The City may terminate this Agreement for convenience and without cause by giving written notice of such termination to Consultant. Upon receipt of such notice, Consultant will immediately cease further performance except that Consultant may perform such services and incur such reimbursable expenses as reasonably necessary to preserve work that has been completed or is in progress and to achieve an orderly termination or transition. Upon such termination, the City will pay Consultant, pursuant to the payment provisions of this Agreement for all authorized services or reimbursable expenses up to the date established in the notice of termination. Authorized reimbursements include those costs necessarily and reasonably incurred by Consultant for organizing and carrying out the termination. The City will not be obligated to reimburse Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments.

5.2. Within a reasonable time after termination of this Agreement or of any Exhibit A work, Consultant will deliver to the City all materials and equipment and documentation, including raw or tabulated data and work in progress upon payment pursuant to paragraph 5.1 above.

5.3. Termination of this agreement by the City does not constitute a waiver or termination of any rights, claims, or causes of action the City may have against Consultant under this Agreement.

5.4. Upon a determination by a court or an arbitrator that any termination of Consultant or its successor in interest by the City was wrongful, such termination will be deemed converted to a termination for convenience as set forth above and Consultant's remedy will be so limited.

6. Insurance

6.1. Consultant will maintain throughout the period of this Agreement, as extended from time to time, and for a period of two (2) years after completion of the Project, the following minimum levels of insurance:

- (a) Workers' compensation coverage as required by law.
- (b) Employer's liability with limits of not less than \$2 million per occurrence.
- (c) Comprehensive general liability for damages as a result of death or bodily injury to any persons or destruction or damage to any property with limits of not less than \$2 million per occurrence including completed operations.
- (d) Comprehensive automobile liability insurance for at least \$2 million per occurrence.
- (e) Errors and omissions insurance with limits of not less than \$2 million.

Consultant will require that any subconsultants engaged or employed by Consultant carry and maintain similar insurance as listed above with the same limits and coverage requirements.

6.2. Consultant's insurance will be primary and any insurance carried by the City will be excess and noncontributing. The general liability coverage will name the City, its officers, employees, agents and insurers as additional insureds and will contain a severability of interest clause. Additional insured coverage shall be for both on-going operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Workers' compensation coverage will contain a waiver of subrogation in favor of the City. All required coverage will be with companies rated A-/V or better by A.M. Bests Rating Service and will provide the City with thirty (30) days notice of material change, expiration, or cancellation.

6.3. Prior to commencement of any services under this Agreement, Consultant will furnish the City with evidence of insurance coverage and provisions as described under 6.1. In the event Consultant fails to maintain insurance as required, the City will have the option, but not the obligation, to obtain such coverage with costs to be the responsibility of and reimbursable by Consultant.

7. Force Majeure Delay

Neither party will be responsible to the other for its failure to perform on time when such failure is due to causes beyond the party's reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Consultant's services are delayed by such contingencies, Consultant will immediately notify the City in writing and the City may either (1) extend time of performance, or (2) terminate the uncompleted portion of Consultant's services at no cost to the City.

8. Independent Contractor

Consultant is an independent contractor and is entitled to no compensation other than the compensation expressly provided by this Agreement. Nothing in this Agreement will be construed as forming a partnership, agency or joint venture between the parties. As an independent contractor, Consultant is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgement does not affect Consultant's independent ability (or the ability of its insurer) to assert the monetary limitations, immunities or other limitations affecting a claim made under the Oregon Tort Claims Act.

9. Notices

Any notice required under this Agreement will be deemed properly given if directed by prepaid mail, certified return receipt requested, or delivered in hand to the parties at the address as specified on the face page of this Agreement.

10. Indemnity

Consultant is responsible for any and all liability arising out of or related to the performance of work pursuant to this Agreement. Consultant will indemnify, defend (with counsel acceptable to City) and hold City, its councilors, officers, employees, agents and insurers (collectively "City") harmless from and against any and all liability, losses, costs, settlements and expenses in connection with any action, suit or claim resulting or allegedly resulting from Consultant's acts, omissions, activities or services in the course of performing under this Agreement.

11. Mediation/Litigation

If any dispute arises between the parties to this Agreement, the dispute will be submitted to mediation prior to any litigation. No claim or dispute arising under this Agreement may proceed to litigation if the parties have not first mediated that claim or dispute. Mediation will be conducted in Forest Grove, Oregon. The parties will attempt to select a mediator within 30 days of a party's request for mediation. If the parties fail to agree on a mediator, a mediator will be appointed by the presiding judge of the Washington County Circuit Court upon a party's request. The mediator's fees and expenses will be shared equally by the parties. Each party will bear its own attorney fees.

Any litigation arising out of or related to this Agreement will be tried to the court without a jury. Each party will bear its own fees, costs and expenses related to any litigation, including

attorney fees.

12. Governing Law

This Agreement and all services performed hereunder will be interpreted under the laws of the State of Oregon without respect to conflict of laws principles. The exclusive venue for any lawsuit or action will be in Washington County, Oregon.

13. Assignment

Consultant cannot assign any rights nor delegate any responsibilities it has under this Agreement without the City's prior written approval.

14. Severability

If any term, condition or provision of this Agreement or the application thereof to any circumstance is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement will not be affected but will instead remain valid and fully enforceable.

15. Article Headings

All article headings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

16. Waiver

No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

17. No Third-Party Beneficiaries

This Agreement confers no rights or benefits on any third party.

18. Entire Agreement

_____ This Agreement signed by both parties and so initialed by both parties in the
CITY margin opposite this paragraph constitutes a final written expression of all the terms of
this Agreement and is a complete and exclusive statement of those terms. Any and all
representations, promises, warranties, or statements by the City or the City’s agents that
differ in any way from the terms of this written Agreement will be given no force and
effect. This Contract will be changed, amended, or modified only by written instrument
_____ signed by both the City and Consultant. This Agreement will not be modified or altered
CONS by any course of performance by either party.

CITY OF FOREST GROVE

CONSULTANT
[CONSULTANT NAME]

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT A
[Scope of Work]

{00432013; 1 }

EXHIBIT A – Scope of Work

EXHIBIT B
[Cost Schedule]

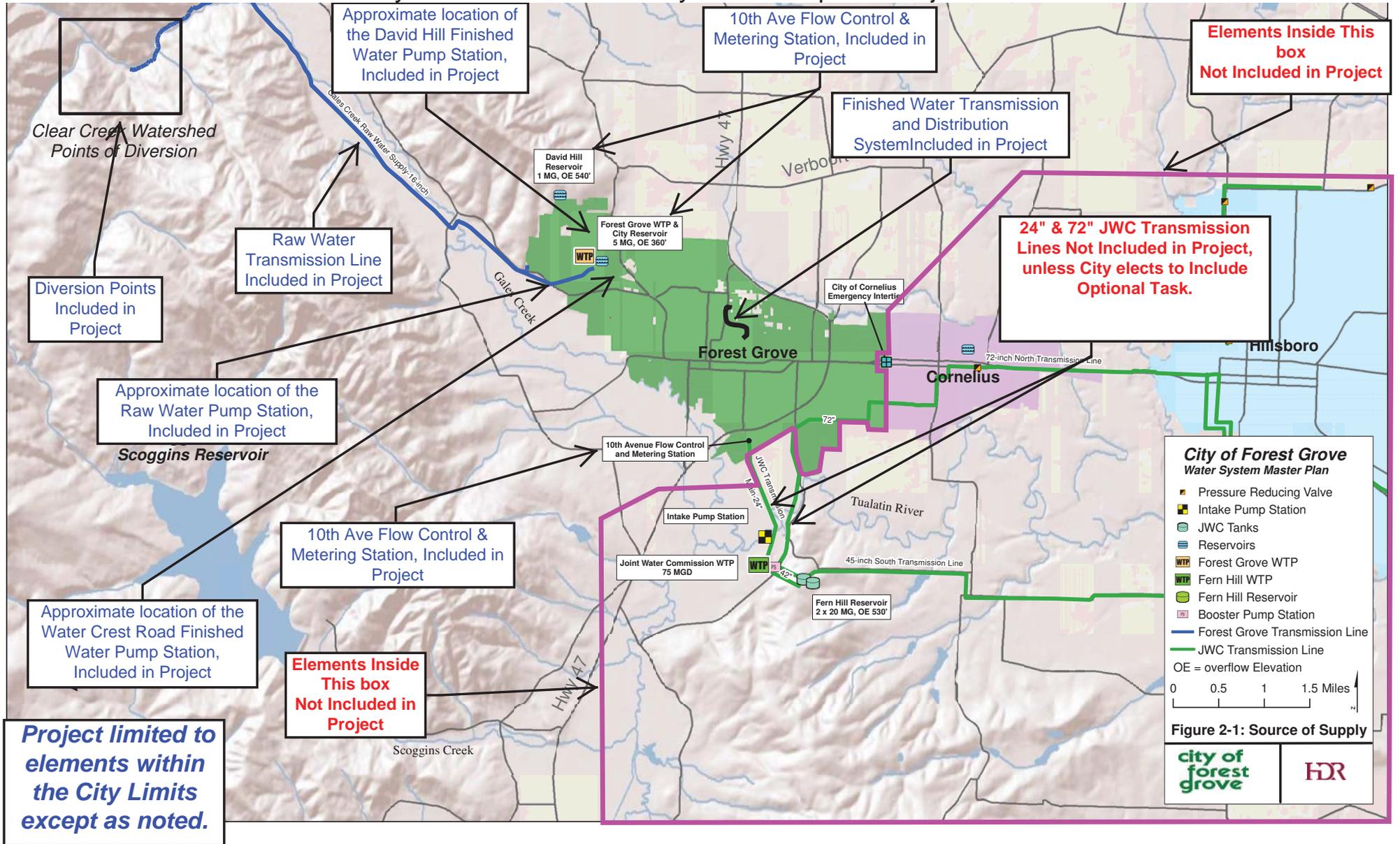
{00432013; 1 }

EXHIBIT B – Cost Schedule

ATTACHMENT C
WATER SYSTEM SEISMIC RESILIENCY PLAN - REQUIRED PROJECT ELEMENTS

Figure 1

Water System Seismic Resiliency Plan - Required Project Elements



ATTACHMENT D
WATER SYSTEM SEISMIC RESILIENCY PLAN - OPTIONAL PROJECT ELEMENTS

Figure 2

Water System Seismic Resiliency Plan - Optional Project Elements

1 of 2

Existing David Hill 1 MG Reservoir

Possible locations for New Hill Reservoir

Optional Task 3.1.2.a)
Approximate Limits
Defined by Blue
Cloud:



Existing Water Treatment Plant & 5 MG Reservoir

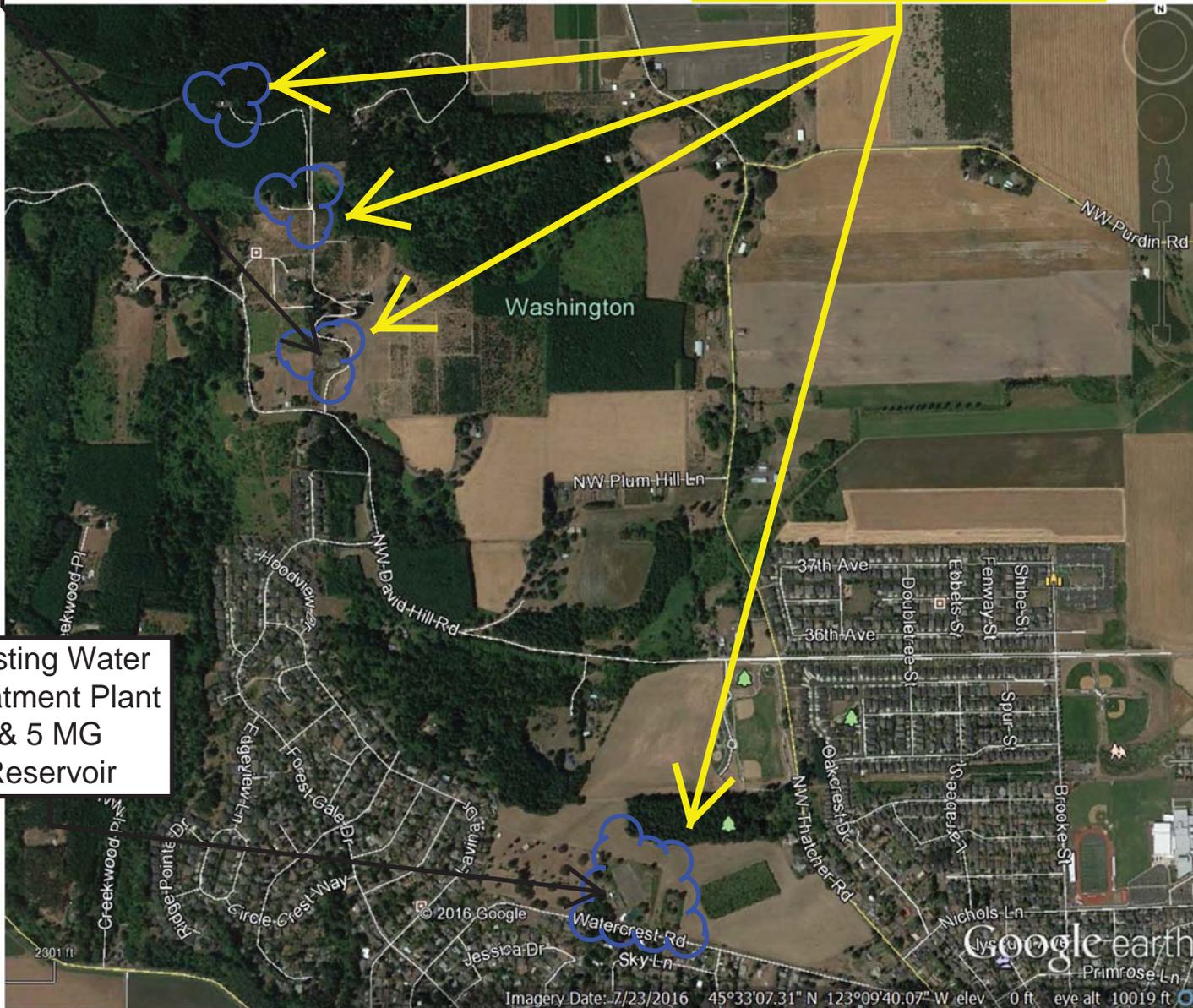


Figure 3
Water System Seismic Resiliency Plan - Optional Project Elements
2 of 2

