

**CITY OF NEWPORT, OREGON
PROFESSIONAL SERVICES AGREEMENT**

Engineer of Record

THIS AGREEMENT is between City of Newport, an Oregon municipal corporation (City), and Water Systems Consulting, Inc., a California corporation, which is registered to practice Civil Engineering in the State of Oregon (Consultant).

RECITALS

- A. Pursuant to public contracting rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in Engineering Services.
- B. After reviewing all proposals, the City has selected Water Systems Consulting, Inc. (Consultant) as a Consultant of Record to provide the proposed services.
- C. Consultant is willing and qualified to perform such services.

TERMS OF AGREEMENT

1. Consultant's Scope of Services

Consultant shall perform professional Consulting services related to Civil Engineering. The City is free to utilize other Consultants or consultant as it deems appropriate.

2. Effective Date and Duration

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

3. Consultant's Fee and Schedules

A. Fee

Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Consultant will submit a schedule and a labor hour estimate based on the rates shown in Exhibit A. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

Consultant will be reimbursed for direct charges such as the cost of printing, postage, delivery services, and subconsultant fees. Unless specifically noted in the Task Order, direct charges will be billed at cost without any markup. Office expenses such as computer cost, telephone calls,

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and overhead expenses are incidental and are included in the hourly rates shown in Exhibit A.

B. Payment Schedule for Basic Fee

Payments shall be made within 30 days of receipt of monthly billings based on the work completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Contingency Tasks

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

D. Certified Cost Records

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task Order under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

- 1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.
- 3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

- 4) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.
- 5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

G. Schedule

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

4. Ownership of Plans and Documents: Records; Confidentiality

A. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

- 1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.
- 2) Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.
- 3) Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

B. Work Product

- 1) Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent,

trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 2) In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.
- 3) In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.
- 4) In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.
- 5) In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.
- 6) To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.
- 7) Consultant may refer to the Work Product in its brochures or other literature

that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

C. Confidential Information

- 1) Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.
- 2) Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request, Consultant will turn over to City all

documents, papers, and other matter in Consultant's possession that embody Confidential Information.

- 3) Consultant acknowledges that breach of this Section 4, including disclosure of any Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

6. Consultant is Independent Contractor

- A. The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.
- B. Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.
- C. The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically

declared in writing.

- D. Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.
- E. Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

- A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the Civil Engineering profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.
- B. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Consultant shall save and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.
- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

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

A. Commercial General Liability Insurance

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of \$2,000,000.

B. Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$1,300,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials 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 that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

J. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Chris Janigo, PE
Acting City Engineer

City of Newport
169 SW Coast Highway
Newport, OR 97365

Thirty days' cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

10. Termination with Cause

A. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:

- 1) If Consultant fails to provide services called for by this Agreement within the time specified, or
- 2) If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

- C. If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.
- D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. Notice

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

IF TO CITY OF NEWPORT

Chris Janigo, PE
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365
541-574-3366
c.janigo@newportoregon.gov

IF TO CONSULTANT

Scott Duren
Vice President
Water Systems Consulting, Inc.
4640 S Macadam Ave
Suite 110
Portland, OR 97239
sduren@wsc-inc.com

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

14. Force Majeure

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractors or supplies due to such cause; provided

that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

17. Extra Work

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.

19. Compliance with Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, 279B and 279C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

20. Conflict Between Terms

This document shall control in the event of any conflict in terms between this document and the RFP and/or proposal.

21. Access to Records

City shall have access to the books, documents, papers and records of Consultant that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Industrial Accident Fund Payment

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

25. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding

arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

"Prevailing party" is defined as (1) a claimant that is awarded net 51 percent of its affirmative claim, after any offsets for claims or counterclaims by the other party, and (2) a defendant/respondent against whom an award of less than 50 percent of a claimant's claim is granted.

27. Complete Agreement

This Agreement and any exhibit(s) hereto and any and all Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) each individual Task Order; 2) this Agreement and any exhibits hereto; and 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:

- A. Exhibit A – Consultant's Fee Schedule
- B. Exhibit B – Oregon Public Contracting Code/required contractual provisions
- C. Exhibit C – Consultant of Record RFP and Consultant's Proposal


28. Miscellaneous

- A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.
- B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.
- C. Consultant will include in all contracts with subcontractors appropriate provisions as required by ORS 279C.580.
- D. Consultant will comply with environmental and natural resources regulations as set

forth in ORS 279B.225 and regulations relating to the salvaging, recycling, composting or mulching yard waste material, and salvage and recycling of construction and demolition debris as set forth in ORS 279B.225 and 279C.510.

By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:

CITY OF NEWPORT:



Spencer R. Nebel, City Manager

Date: 6/11/21

Water Systems Consulting, Inc.:

By: 

Its: Scott Duren, Vice President

Date: 4/28/2021

EXHIBIT A
CONSULTANT'S FEE SCHEDULE

Fee Schedule

The following rates will be effective during the 2021 calendar year and may be adjusted on an annual basis.

Labor Classification	Hourly Rate
Engineers / Project Managers / Planners / Hydrogeologists	
Engineering Intern	\$115
Assistant	\$135
Staff I	\$145
Staff II Adam Donald	\$155
Staff III Susan Schlangen	\$165
Associate I	\$175
Associate II	\$185
Associate III	\$195
Senior I	\$215
Senior II	\$225
Senior III Rob Natoli	\$235
Principal I Scott Duren, Jeff Lawrence, Kirsten Plonka	\$245
Principal II Jeroen Olthof, Dylan Wade	\$265
Principal III	\$290
Outreach and Communications	
Communications Support I	\$110
Communications Support II	\$135
Communications Support III	\$155
Outreach Specialist/Facilitator I	\$170
Outreach Specialist/Facilitator II Holly Tichenor	\$210
Outreach Specialist/Facilitator III	\$265
CAD Design Services	
Technician/Designer I	\$115
Technician/Designer II	\$125
Technician/Designer III Paul D'Santi	\$140
Inspection Services	
Inspector I	\$120
Inspector II	\$135
Inspector III	\$160
Inspector (Prevailing Wage)	\$165
Administrative Services	
Administration/Clerical I	\$115
Administration/Clerical II	\$125
Administration/Clerical III	\$135

10% mark-up on direct expenses; 15% mark-up for sub-contracted services

Standard mileage rate \$0.58 per mile (or current Federal Mileage Reimbursement Rate)

Insurance Requirements:

We verify that WSC has the ability to provide the necessary insurance coverage as stated in the RFP.



EXHIBIT B
Oregon Public Contracting Requirements
ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1); 279C.505(1)(a)
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2); 279C.505(1)(b)
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3); 279C.505(1)(c)
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4); 279C.505(1)(d)
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid. ORS 279C.515
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1); 279C.530(1)
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2); 279C.530(2)
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3); 279C.520(3)
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that



the employees may be required to work. ORS 279B.235(2); 279C.520(2)

- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, service-disabled veterans, or emerging small business or disadvantaged business enterprises in obtaining any required subcontractors. ORS 279A.110
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120

EXHIBIT C
Consultant of Record RFP and Consultant's Proposal





**REQUEST FOR PROPOSALS
CIVIL ENGINEERING, INTEGRATION, AND OTHER RELATED PROFESSIONAL SERVICES**

Envelope(s) shall be sealed and marked with **REQUEST FOR PROPOSALS, CIVIL ENGINEERING, INTEGRATION, AND OTHER RELATED PROFESSIONAL SERVICES**. Respondents must submit one (1) original and three (3) complete hard copies of their proposal and one (1) pdf copy on CD/USB. Proposal must be received by the City by the proposal deadline. Late proposals will not be considered. There will be no formal bid opening.

DEADLINE FOR RECEIPT OF PROPOSAL: December 15, 2020 by 5:00 P.M.

SUBMIT MAILED PROPOSAL TO: Chris Janigo, PE
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365

DELIVER PROPOSAL TO: Public Works Counter
Newport City Hall
169 SW Coast Highway
Newport, OR 97365

INFORMATION CONTACT: Chris Janigo, PE
(541) 574-3376
c.janigo@newportoregon.gov

This request for proposal may be cancelled or any or all proposals may be rejected for failure to comply with procedures or requirements or if the City determines it is in the public interest to do so.

[Publish at least once in one newspaper of general circulation, at least 14 days before closing date, and in as many other issues/publications as the City desires. City Rule 137-0488-0220(2)]

**CITY OF NEWPORT, OR
REQUEST FOR PROPOSALS FOR
CIVIL ENGINEERING, GEOTECHNICAL, STRUCTURAL, ARCHITECTURE, AND OTHER RELATED
PROFESSIONAL SERVICES**

Pursuant to City Rule 137-048-0220, the City of Newport (City) is conducting a formal qualification-based selection procedure to select qualified firms or individuals to provide professional engineering services. The full Request for Proposals may be obtained from orpin.oregon.gov or contact:

LeAnn Prchal, Administrative Assistant
City of Newport
169 SW Coast Highway
Newport, OR 97365
Telephone: 541-574-3366
Email: l.prchal@newportoregon.gov

Proposals will be received by the City until closing, 5:00 pm, **December 15, 2020**. Responses received after this time will be rejected as non-responsive. Proposers shall submit proposals in a sealed envelope, plainly marked **"REQUEST FOR PROPOSALS, CIVIL ENGINEERING, GEOTECHNICAL, STRUCTURAL, ARCHITECTURE, AND OTHER RELATED PROFESSIONAL SERVICES"** to the Public Works Director's Office at the below address. Faxed and emailed proposals will be rejected as non-responsive.

Chris Janigo, PE
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365

This request for proposal may be cancelled or any or all proposals may be rejected for failure to comply with procedures or requirements or if the City determines it is in the public interest to do so.

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SECTION 1 – INTRODUCTION

1.1 Introduction

The City of Newport (City), Oregon is located on the central Oregon Coast at the mouth of the Yaquina River. The City has approximately 10,200 permanent residents and many vacation properties and seasonal visitors. In addition, the City of Newport hosts a significant commercial industrial base including: the largest fishing fleet on the Oregon coast, numerous fish processing facilities, the Rogue Brewery, a large marine research community including the NOAA Pacific Fleet Headquarters, Hatfield Marine Science Center, OMSI Camp Gray, and the Oregon Coast Aquarium. Additional information about the community can be obtained on the City of Newport's webpage: <http://www.newportoregon.gov> and at the City of Newport Chamber of Commerce webpage: <http://www.newportchamber.org/>.

The City owns and operates a number of public facilities including the following:

1. 5 MGD water treatment plant and distribution system including 6 water booster stations, 7 water storage tanks, and a raw water reservoir system of 2 reservoirs/dams impounding approximately 1,200 AC-FT
2. 5 MGD wastewater treatment plant and collection system including 26 pump stations
3. Transportation system including roadways, sidewalks, bridges, trails, etc.
4. Storm water system including catch basins, culverts, outfalls, etc.
5. Municipal airport
6. Recreation Center and Aquatic Center
7. Performing Arts and Visual Arts Centers
8. City Hall

The City requires the services of professional consulting services to assist in the execution of the Capital Improvement Plan in a variety of disciplines. For the past 5 years the City has retained several consulting firms as Consultants of Record (COR) specializing in specific disciplines. The City intends to modify its pool of approximately 8 qualified consultants to perform general professional civil engineering, geotechnical, structural, architecture, and other related professional services primarily in water treatment and distribution, wastewater collection, street and storm sewer improvements, bridges and building renovations. The actual number of firms selected will depend upon the qualifications of those responding to this RFP. There are several specialty discipline contracts awarded through previous qualification-based selection RFP's including grant consulting and dam seismic analysis and design that the City intends to maintain.

The City plans to undertake a number of projects in the next several years and wishes to work with consultants of record to perform work under a price agreement. Services will be provided under renewable contracts with an initial contract period of three (3) years with up to a maximum of two (2) additional one (1) year renewal periods. Under these contracts, work will be assigned on a project-by-project basis. This process will provide the City with another mechanism to procure professional services. It is anticipated this method of procurement may be used to assist in handling peak workloads in the design and construction of Capital Improvement Program (CIP) projects as well as other unanticipated projects. Additionally, these services may be used to provide technical expertise not possessed by City staff as needed for various assignments. It is also expected that other City Departments will use these contracts on a limited basis as approved by the Contract Administrator. There are no predetermined, known project assignments at the time of the RFP.

1.2 Process Description

The first step in the selection process is this request for proposals (RFP).

Second is the submission of proposals by consulting firms who wish to, and are capable of, performing the professional services the City needs. A proposing consultant may seek to be considered for one, several, or all project areas discussed in this RFP (See Section 2).

Third, a City selection committee will review and rank the proposals. The committee may interview any number of proposers if it determines that interviews would assist the decision-making process.

The final step in the RFP process is completion of price agreements with one or more engineering consultants. The City anticipates that the price agreements will be for three years, with the possibility of two additional one-year extensions. Once a price agreement is entered into with a consultant, the City may, consistent with the price agreement, contract with the consultant of record directly without further competitive processes. The price agreements may include a formula for price adjustments on an annual basis (1.5).

The intent of this RFP is to pre-qualify a group of professional service firms as resources the City, at its sole discretion, can select from to provide general civil, structural, geotechnical, and design services for typical public works infrastructure and facility projects. Projects can range from very small utility projects to projects with a multi-million-dollar construction value for utility, street, or building improvement. Therefore, the City will consider small and large firms for these contracts.

The City also reserves the right to use other means of procurement (such as individual formal RFP's) at its sole discretion (1.3).

1.3 Qualification Based Selection (QBS)

The City, via this competitive RFP process, intends to revise the current consultants named as the Consultants of Record (COR). The City, at its sole preference and in accordance with City procurement rules, may, based on evaluation results, select more, or fewer proposers, from the number of proposals submitted.

Each team working on City projects shall have an Oregon licensed professional in the COR contract area responsible for reviewing and finalizing project material.

1.4 No Guarantee

There will be no guarantee as to the amount of work or size of any project assignment, if any, that a COR may be given under these contracts.

1.5 Rates and Fees

Finalized contracts will include set hourly rate and fee schedules for the term of the contract set by each firm following successful consultant selection. Rates may be increased as approved by the City, for each annual contract renewal, at a rate no greater than the inflationary rate for the preceding contract year

(July 1 to June 30) as calculated by the Consumer Price Index for the Portland area for Urban Wage Earners as published by the U.S. Department of Labor, Bureau of Labor Statistics. Firms must request increases at the time of contract renewal for next fiscal year.

SECTION 2 - SCOPE OF SERVICES

2.1 Project Assignment Process

The CORs shall provide professional services on a task order basis and for a “not to exceed” fee based on fee schedule. The City makes no guarantee as to the volume of work, if any, that will be assigned in any given contract year. Each project assignment will consist of a specific scope of services; however, services shall include, but not be limited to, the general scope as shown in subsection 2.5.

2.2 Project Assignment

City will negotiate all project assignments.

- If the estimated fee of an individual project assignment is under \$100,000, the project assignment may be by direct appointment to one of the qualified CORs. The City, as its choses, may directly appoint the COR most qualified and the best fit for the individual project assignment.
- If the estimated fee of an individual project assignment is between \$100,000 and \$250,000, the project assignment shall be made using an informal or formal RFP process, where an informal RFP shall be issued to at least three (3) qualified CORs established by this RFP. However, if less than three (3) qualified CORs are established by this RFP process, the informal RFP shall be issued to all CORs.
- If the estimated fee of an individual project assignment is more than \$250,000, up to \$1,000,000, the project assignment shall be made using an informal or formal RFP process, where an informal RFP shall be issued to at least five (5) qualified CORs established by this RFP. However, if less than five (5) qualified CORs are established by this RFP process, the informal RFP shall be issued to all CORs.
- If the estimated fee of an individual project assignment is \$1,000,000 or more, the project assignment shall be made using another formal RFP process, including advertisement of the RFP.

The City expressly reserves the right to:

1. Assign any work to any proposer that it enters into an agreement with, based on the City's discretionary determination as to which contractor is best suited for the particular work, considering capability, capacity and price.
2. Solicit professional services with a formal RFP for a major project, such as a water treatment plant.

2.3 Key Staff

The COR shall designate a key staff person to be the City's primary contact for the duration of the

contract. Substitution of these persons shall be by written request and subsequent approval by the City. The City expects CORs to strive to maintain the same project managers and key team members through the duration of the Contract.

2.4 Sub-Consultants

Because of the diverse and complex nature of potential project assignments, utilization of sub-consultants on the project team may be expected. Sub-consultants shall be approved by the City prior to execution of a task order for a project assignment. Contracted CORs will be responsible for coordinating all work with project team sub-consultants with minimal involvement from the City.

2.5 General Scope

Services under this contract shall consist of general civil engineering, structural, geotechnical, and architecture services, including but not limited to, preliminary reports, project development, design surveys, preliminary and/or final design, preparation of environmental permitting compliance documentation and coordination of environmental project requirements with other consultants, preparation of bid documents, bid and award assistance and construction services for typical CIP projects, including disciplinary categories such as water, sewer, storm water, streets, pump stations, lift stations, reservoirs, buildings, and water and wastewater treatment facility improvements. Services may also include project management, construction management, construction administration, inspection services, construction staking, general consultation, analysis, studies, alternatives review, calculations, report writing, and quality control review of design and bid documents done by City staff or other consultants. If a sub-consultant is necessary to perform any of these services, then the sub-consultant qualifications and rates shall be made a part of the proposal submitted with each individual project. Additionally, if a multi-disciplinary civil firm has other capabilities including but not limited to survey, geotechnical, architecture, traffic, structural and electrical engineering, these services may be utilized.

2.6 Professional Standards

Each COR selected shall be expected to meet or exceed the standards of professional quality for the consultant's profession and certain minimum standards for professionalism, customer service, and quality control. These standards include, but are not limited to, the following:

- Completeness, clarity, and accuracy of delivered materials, such as plans, specifications, and reports. All designs, materials and specifications shall fully comply with pertinent federal, state and agency applicable standards and requirements. Delivered materials which, in the opinion of the City's Project Manager, have not been reviewed or checked properly, will be returned without further review.
- Accuracy of estimates and calculations. Formulas used, and the basis for each calculation, shall be clearly stated.
- Adherence to project schedules. Schedules shall remain in force, unless the project scope changes or the City revises the schedule in writing.
- All delivered materials shall be fully compatible with the City's current software programs.
- Assigned Project Managers and Project team members shall have experience with the type and scope of project being proposed. It will not be acceptable for a COR to assign staff who are not experienced with the particular type of project being proposed.

- Timely response to RFIs, staking requests, and other construction issues.
- Constructability of details and other drawings.
- Completeness of responses to the City's review comments. Example: Red lined plans shall be returned with all comments either checked off or addressed.
- Alternatives analyses are thoroughly and logically performed and presented. Alternatives analyses which are not comprehensive and thorough will not be accepted.

The above need not be addressed in the proposal. They are provided to clearly communicate the City's expectations of COR's performance.

2.7 Performance Appraisals

The City may appraise each COR on a yearly basis as to their prior year's performance. This Performance Appraisal may include the specific items mentioned in subsection 2.6, as well as general items, such as:

- Qualifications, experience, and skills of staff assigned to projects
- Timeliness
- Quality Control
- Verbal and Written Communications
- Project approach yielding best Cost Control
- Responsiveness to Issues and Requests
- Public Interaction
- Ability to Propose and Evaluate Alternatives

SECTION 3 - RFP PROCESS

3.1 RFP Schedule

The approximate schedule for the RFP is as follows:

Advertisement of RFP	November 18, 2020
RFP Available online.....	November 18, 2020
Proposals due.....	December 15, 2020
Execution of Retainer Agreements	January 15, 2021

3.2 Reimbursement

All costs for preparing proposals, attending interviews (if applicable), and other efforts in pursuit of this RFP are the proposer's responsibility.

3.3 Further information

Additional information may be obtained from:

Chris Janigo, PE
Acting City Engineer

City of Newport
169 SW Coast Hwy
Newport, OR 97365
(541) 574-3376
(541) 265-3301 fax
c.hjanigo@newportoregon.gov

3.4 Proposal Withdrawal

Any proposer may withdraw its proposal prior to the final deadline for submission by providing the City with a written request stating the desire to withdraw. Withdrawal of a proposal will not prejudice the right of a firm to file a new proposal before the deadline.

3.5 Rejection or Acceptance of Proposals

The City expressly reserves the right to reject any or all proposals.

Publishing this RFP does not commit the City to any contract, project award, or financial obligation to any of the respondents. The City reserves the right to use whatever means it considers appropriate and prudent when determining which firms are offered projects.

3.6 Protests

Protests are subject to and must comply with the City's Public Contracting Rules available on the City's webpage at <http://www.newportoregon.gov/dept/adm/documents/PublicContractingRules-2012.pdf>

3.7 Public Records

Any information submitted through this RFP process shall be a public record. However, during the evaluation period, the proposals shall be considered as confidential information. If any proposal contains information that is considered a trade secret under ORS 192.501(2), each sheet containing proprietary information should be marked as follows:

"This data constitutes a trade secret and shall not be disclosed except in accordance with Oregon Public Records Law, ORS Chapter 192."

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.

Identifying the proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

3.8 Tax ID Numbers

Proposers must provide their Federal and State of Oregon Taxpayer ID Number.

3.9 Recycled Products Statement

In accordance with ORS 279 A.125, respondents shall use recyclable products to the maximum extent economically feasible in the performance of the contract work under this RFP.

3.10 Local/State/Federal Requirements

The selected proposer(s) 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 A, B & C. In addition, the 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 Americans with Disabilities Act of 1991 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 any contract resulting from this RFP. The City of Newport'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.

SECTION 4 – PROPOSAL CONTENT REQUIREMENTS

4.1 Length and Format of Proposal

The City is imposing a page ten (10) page limit on proposals, not including a one- to two--page introduction letter. The City is not interested in boilerplate information or company brochures. All firms responding to this RFP are directed to provide relevant information that will be useful to the selection committee.

Proposals should include the information described in this section. Additional information may be provided only if it is relevant, if it provides special insight or information about a proposer's capabilities, and fits within the ten-page proposal limit.

Proposals should be prepared economically and simply. No consideration will be given to special bindings, color displays, promotional materials, etc. Emphasis should be on completeness, relevance, and clarity of content.

4.2 Proposal Requirements

The proposal should describe the proposer's qualifications, abilities, resources, performance examples, and other information related to the proposer's declared area(s) of expertise. Each proposal should include the following basic components and information:

- A brief description of the proposer's professional experience, including public infrastructure project involvement and regulatory agency interactions.
- The specific engineering, geotechnical, or architecture disciplines for which the proposer wishes to be considered.

- A description of the proposer's capability in providing the professional service(s) for the aforementioned disciplines
- A list of the key professionals with resumes including highlighted projects and their role, who will provide services in each discipline category listed in the proposal, and Oregon licensing information.
- The name and contact information for the primary contact person and team leaders and/or project managers.
- Other information that may assist the City in making its selection of qualified professionals.
- A fee schedule (list of hourly rates). List each member or classification and their normal billing rates. Indicate the dates for which the indicated rate schedule will be effective and describe how rate adjustments are to occur. Rate adjustments shall not be made more frequently than annually.
- A statement confirming the proposer agrees to abide by the conditions of the City's Professional Services agreement attached to this RFP as Attachment A.
- A statement verifying that the proposer has the ability to provide insurance coverage as follows:
 - A. Commercial General Liability Insurance - Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of \$2,000,000.
 - B. Professional Liability - Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$1,300,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000 and filed on a "claims-made" form.
 - C. Commercial Automobile Insurance - Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.
 - D. Workers' Compensation Insurance - The Consultant, its subcontractors, if any, and all employers providing work, labor or materials 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 that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

4.3 Specific Proposal Sections and Requirements

4.3.1 Introductory Letter (10 points)

Each proposal shall include an introductory or cover letter. The consultant may use this section to introduce the proposal and the key provisions of the submittal.

The introductory letter shall include, but not be limited to the following information:

- The name of the firm
- Signature, printed name, and title of a company officer who is authorized to represent the firm.

- Address, phone, email, and other contact information for the firm.
- Federal and state tax ID numbers.
- The following statement: *"The consultant accepts all the terms and conditions contained in the Request for Proposals and that this proposal shall be considered valid for 120 days after the submission deadline."*
- The following statement: *"All materials and documents acquired or produced by the consultant in conjunction with a resulting contract shall be delivered to and become property of the City of Newport without restriction or limitation of their future use."*
Please note the requirements pertaining to confidential information in section 3.7 of this RFP.

4.3.2 Understanding and Approach (30 Points)

The *Understanding and Approach* section is designed to communicate Proposer's preparation and expertise in each discipline category they declare. Include descriptions of Proposer's knowledge as it relates to each discipline category in a general sense. Any knowledge or information specific to Newport should be summarized. Proposer should also describe his team's experience performing similar tasks and the chief issues considered in the work.

Proposer should illustrate an understanding of common approaches and techniques for each discipline category. It is important that the proposer demonstrate an ability to synthesize technical information and communicate this information in verbal, written or graphic form.

Proposer should outline the approach to an example or specific project and how key issues were or would be identified and addressed. Summary should include a brief description of major tasks to be completed as well as resources proposed to complete each task.

Potential elements to this section include:

- Proposer's overall approach to one example project from the declared category(s).
- A general work plan that describes how the proposer will organize and conduct a task. Identify critical milestones and major phases for a particular activity.
- A description of the proposer's approach to and methodology of managing workload, coordination, sequencing and control of resources, and how projects will be tracked and kept on schedule.
- A description of how the project team will interact with City staff and what level of support will be anticipated or expected from the City.
- A description of Proposer's process for managing scope, schedule, and budget issues.

This list should not be considered complete and the consultant should include other aspects Proposer considers important.

4.3.3 Key Personnel Qualifications (30 Points)

Proposal should include information on key personnel who will be assigned to City projects. Relevant information for individuals should include education, training, experience, certification, and demonstrated excellence in their particular field.

Potential areas that should be addressed in the proposal with regard to personnel include:

- An organizational chart listing all key people and illustrating the lines of communication.
- A list of the project principal, project managers, discipline leads, key staff, and sub-consultants to be utilized to provide services, and a list of their typical duties.
- Qualifications, registrations, certifications, and relevant individual experience of key personnel, including sub-consultants.
- A list of each project manager's experience with managing interdisciplinary teams and working with public agencies on public infrastructure projects. Include pertinent project examples and role of the individual in each project.
- A description of the proposer's ability to deliver projects on time and within budget.

4.3.4 Consultant Team References and Past Performance (30 Points)

Provide a project history for all relevant project categories where the project team has completed similar or related work.

The response information for this section may include the following:

- Description of similar projects, by name, scope, location, and date, performed within the last 5 years which best characterize work quality and the capabilities of the Proposer. Detail the type of work that was done that supports the proposition that the team is capable of performing similar work.
- A public agency client list including contact names and phone numbers for projects undertaken in the last five years or the last 10 clients, whichever is least.
- A description of specific experience understanding design and construction oversight of relevant projects.
- A description of the Proposer's ability to deliver projects on time and within budget.

The Proposer's past performance on City projects will also be considered in this scoring section, if applicable.

4.3.5 Fee Schedule (Pass/Fail)

Provide a fee schedule outlining a list of the commonly recommended key personnel, staff categories, individuals, or sub-consultants making up the project team. Include a forecasted 2021 listing of individual billing rates that would be used for the 2021 calendar year.

4.3.6 Support Information (No points)

The proposer may provide supporting material that it believes will assist the Selection Committee in the decision process. Only relevant information should be submitted. Items that may be included in the Appendix as support material include:

- Graphs and figures.
- Additional resumes beyond key staff.

- Additional references.
- Project photos.
- Insurance certificate.

If the consultant does not wish to include support information in the Appendix, please include a page indicating that *"No additional support material has been provided."*

4.4 Summary of Selection Criteria

This section shall summarize the selection criteria that will be used for selecting those entities that the City will contract with. The table below summarizes the criteria that will be utilized:

Content and Evaluation Criteria	Maximum Score Possible
Introduction Letter (4.3.1)	10
Project Category(s) – Understanding and Approach (4.3.2)	30
Key Personnel Qualifications (4.3.3)	30
Consultant Team References and Past Performance (4.3.4)	30
Fee Schedule (4.3.5)	Pass/Fail
Support Information (4.3.6)	No points
Total	100

ATTACHMENT A

DRAFT CONSULTANT OF RECORD PROFESSIONAL SERVICES AGREEMENT

<CONTRACT NAME>

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and _____, a **<STATE>** corporation, which is registered to practice **<DISCIPLINE>** in the State of Oregon (Consultant).

RECITALS

- A. Pursuant to City Rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in _____.
- B. After reviewing all proposals, the City has selected _____ (Consultant) as a Consultant of Record to provide the proposed services.
- C. Consultant is willing and qualified to perform such services.

TERMS OF AGREEMENT

1. Consultant's Scope of Services

Consultant shall perform professional Consulting services related to _____.
The City is free to utilize other Consultants or consultants as it deems appropriate.

2. Effective Date and Duration

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

3. Consultant's Fee and Schedules

A. Fee

Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A, up to a maximum amount payable of \$ _____. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Consultant will submit a schedule and a labor hour estimate based on the rates shown in Exhibit A. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

Consultant will be reimbursed for direct charges such as the cost of printing, postage, delivery services, and sub-consultant fees. Unless specifically noted in the Task Order, direct charges will be billed at cost without any markup. Office expenses such as computer cost, telephone calls, and overhead expenses are incidental and are included in the hourly rates shown in Exhibit A.

ATTACHMENT A

B. Payment Schedule for Basic Fee

Payments shall be made within 30 days of receipt of monthly billings based on the work completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Contingency Tasks

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

D. Certified Cost Records

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task Order under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

- 1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.
- 3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 4) Consultant shall make payments promptly, as due, to all persons supplying

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services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.

- 5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

G. Schedule

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

4. Ownership of Plans and Documents: Records; Confidentiality

A. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

- 1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.
- 2) Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.
- 3) Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

B. Work Product

- 1) Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Consultant shall execute such further documents and

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instruments necessary to fully vest such rights in City. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 2) In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.
- 3) In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.
- 4) In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.
- 5) In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.
- 6) To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.
- 7) Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

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C. Confidential Information

- 1) Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.
- 2) Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request, Consultant will turn over to City all documents, papers, and other matter in Consultant's possession that embody Confidential Information.
- 3) Consultant acknowledges that breach of this Section 4, including disclosure of any Confidential Information, will give rise to irreparable injury to City that is

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inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

6. Consultant is Independent Contractor

- A.** The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.
- B.** Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.
- C.** The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- D.** Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.
- E.** Consultant certifies that it currently has a City business license or will obtain one prior to

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delivering services under this Agreement.

- F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

- A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the <DISCIPLINE> profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.
- B. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the alleged negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Consultant shall save and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.
- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its

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subcontractors of any tier.

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

A. Commercial General Liability Insurance

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of \$2,000,000.

B. Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$1,300,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials 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 that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage,

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provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

J. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Chris Janigo, PE
Interim City Engineer
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

Thirty days' cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The

ATTACHMENT A

insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

10. Termination with Cause

A. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:

- 1) If Consultant fails to provide services called for by this Agreement within the time specified, or
- 2) If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

C. If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.

D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

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The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. Notice

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

IF TO CITY OF NEWPORT

Chris Janigo, PE
Interim City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365
541-574-3366
c.janigo@newportoregon.gov

IF TO CONSULTANT:

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

14. Force Majeure

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractors or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

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15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

16. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

17. Extra Work

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

18. Governing Law

The Agreement is subject to Oregon law. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Lincoln County, Oregon.

19. Compliance with Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, B & C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

20. Conflict Between Terms

This instrument shall control in the event of any conflict between terms between this document and the RFP and/or proposal.

21. Access to Records

City shall have access to the books, documents, papers and records of Consultant that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

ATTACHMENT A

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Industrial Accident Fund Payment

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

25. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the

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date incurred until the date paid by losing party

27. Complete Agreement

This Agreement and any exhibit(s) hereto and any and all Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) each individual Task Order; 2) this Agreement and any exhibits hereto; and 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:

- A. Exhibit A – Fees;
- B. Exhibit B – Oregon Public Contracting Code/required contractual provisions
- C. Exhibit C – Consultant of Record RFP and Consultant's Proposal.

28. Miscellaneous

- A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.
- B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.
- C. Consultant will include in all contracts with sub-contractors appropriate provisions as required by ORS 279C.580.
- D. Consultant will comply with environmental and natural resources regulations as set forth in ORS 279B.525 and regulations relating to the salvaging, recycling, composting or mulching yard waste material, and salvage and recycling of construction and demolition debris as set forth in ORS 279B.225 and 270C.510.

By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:

CITY OF NEWPORT:

Spencer Nebel, City Manager

Date: _____

<CONSULTANT>:

By: _____

ATTACHMENT A

Its: _____

Date: _____

ATTACHMENT A

EXHIBIT B

Oregon Public Contracting Requirements ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors. ORS 279A.110.

ATTACHMENT A

- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.



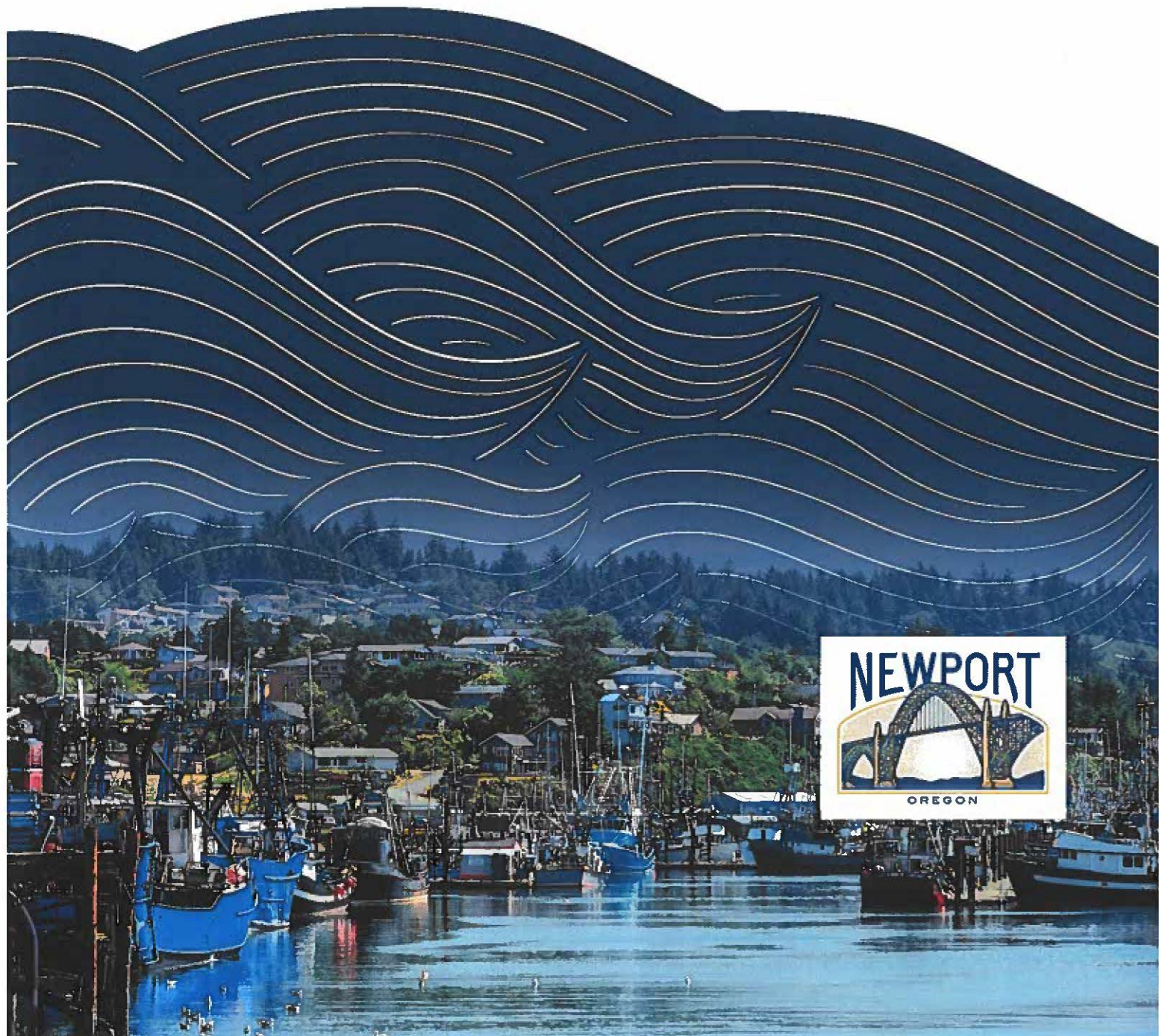
DECEMBER 15, 2020

PROPOSAL FOR THE CITY OF NEWPORT, OREGON



STATEMENT OF QUALIFICATIONS

**CIVIL ENGINEERING, INTEGRATION, AND
OTHER RELATED PROFESSIONAL SERVICES**





Mr. Chris Janigo
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365

WSC Portland
4640 S Macadam Ave.
Suite 110
Portland, OR 97239
P: 503.419.6336
F: 971.275.1911

Dear Mr. Janigo,

Water Systems Consulting, Inc. (WSC) is pleased to present this Proposal for Civil Engineering Services to the City of Newport (City). Within the discipline of Civil Engineering, our proposal is focused on providing on-going and as-needed planning, design, and construction management services for your water treatment and distribution, wastewater collection, and storm sewer improvements.

WSC is a civil and environmental engineering firm that specializes in municipal water, wastewater, and stormwater and we have supported over 50 clients in on-call contracts since our founding in 2007. Our expert staff includes over 50 individuals, serving clients throughout Oregon, Washington, and California (Federal ID #26-1507694; State of Oregon Business ID #1682042-4). The City of Newport was our first Oregon client in 2016, and our most recent contract assignment to assist in AWIA compliance marks the fifth project that WSC has contracted with the City in that time. We have developed a deep understanding of the City's needs and a passion for repaying your trust in us.

The following are WSC's core commitments, that every one of our employees carries with them into each assignment, and will continue to benefit the City on your upcoming projects:

Listen to Understand. We strive to fully understand the drivers, success factors, and bigger context for any assignment. For example, listening to staff during the Nye Beach grinder project helped us to fully understand the operational challenges of the station so that improvements could be tailored to address key concerns such as response time before an overflow and the need for future bypassing.

Nurture Trust. We work hard to build and maintain trust through open communication and keeping your interests front and center. We see trust grow as we continue to deliver projects for the City, like the Yaquina Heights Tank Improvement that was successfully delivered under budget. We care about these wins, and most importantly about deepening our relationship with the City.

Deliver Value. We bring unique expertise that can identify creative opportunities for adding value. Our work on the Value Engineering for the Big Creek Dam helped to generate unique and holistic alternative approaches that could reduce the City's reliance on the dam, and helped clarify what a best available alternative might look like.

Leave it Better. We think about the long-term impacts of our projects and strive for improving on existing facilities. Understanding the operational challenges at Nye Beach allowed our team to quickly implement a solution to a utility conflict that allowed the City the flexibility to complete much needed equipment replacements while bypass equipment was on site.

WSC is in substantial agreement with the terms and conditions contained within the Request for Proposal and that this proposal shall be considered valid for 120 days after the submission deadline. WSC has come to mutually agreed upon terms on multiple previous contracts and we do not foresee any issues in contracting for this work. All materials and documents acquired or produced by the consultant in conjunction with a resulting contract shall be delivered to and become property of the City of Newport without restriction or limitation of their future use.

Please feel free to contact WSC's proposed Project Manager, Scott Duren, at (503) 419-6336 (sduren@wsc-inc.com) at your convenience. Thank you again for this opportunity, and we look forward to your response.

Sincerely,
Water Systems Consulting

A handwritten signature in black ink, appearing to read "SDuren", is written over a faint, stylized graphic of a wave or a signature line.

Scott Duren | Vice President, Contract Manager

Understanding and Approach

WSC is Your Premier Water Engineering Consulting Firm

WSC is a uniquely integrated engineering and communications consulting firm that has supported more than 50 agencies with on-call engineering services.



50+ Expert Staff



Providing Project Management, Staff Augmentation, and Planning services to our clients since 2007



Oregon Minority Business Enterprise (MBE) Certified

We understand the unique social, environmental, and economic climate on the Oregon coast.

WSC has been working with the City of Newport since we opened our Oregon office in 2016, and we feel a special sense of loyalty to the City as our first client outside of California. The City faces unique challenges that require consultant partners who understand City needs and can work side-by-side to produce desired outcomes. A few key challenges that affect the City's wet infrastructure include the following:

- **Vulnerability to a Cascadia Subduction Zone Event.** With the Big Creek Dam considered one of the highest risk dams in the state, the resilience of the City's water supply is a significant concern.
- **Limited Resources.** Capital projects and operational needs stretch the limits of revenues from utility rates, requiring the City to "do more with less" and to search for alternative funding sources.
- **City Layout.** Like many coastal communities, development has progressed somewhat linearly following the coastline and required more pipeline conveyance infrastructure to centralized treatment facilities.



- **Industrial & Commercial Customers.** With a population of less than 10,000 people, the contribution to sewer loading from non-residential customers is relatively high and presents unique challenges to equitably attribute costs while keeping businesses happy.
- **Poor Ground Conditions.** Many areas of the City have been constructed on fill or in areas prone to landslides, requiring careful consideration of geotechnical conditions for both existing and new facilities.
- **Limited Bidders for Certain CIP Projects.** For complex but smaller projects, it can be difficult to attract bidders from qualified contractors outside the region.

Scott managed the replacement of the Big Creek Pump Station. The project included, innovative design features to accommodate limited operational resources; successful construction sequencing to maintain beach access; and meeting SRF loan requirements.

This proposal includes information that shall not be disclosed outside CONTRACTOR'S/CLIENT'S organization and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal.



Approach

Our approach to every task order or project assignment is responsive, collaborative, and focused on quality.

WSC Strives to Understand the Core Issues and the Bigger Picture Before We Scope the Work

The success for most projects is determined in the scoping phase, where WSC's core commitment to "Listen to Understand" is critical. If possible, prior to developing the business terms of a task order, we meet with critical project stakeholders and visit the project site. Our goal is to fully understand the project needs and the greater system context to maximize the value of our work. For example, on the Yaquina Heights Tank improvement project, we identified that in order to maximize the benefit of recoating the tank, seismic retrofits should occur prior to coating. This work led to a site evaluation that determined a better long-term solution to relocate the tank.

We Tailor Our Work Plans to Augment Your Limited Staff

One of the key issues for success in delivering City projects is to assess the level of staff augmentation that may be necessary. For example, on the upcoming AWIA compliance project WSC developed a work plan to allow our Project Manager to augment the City's staff in helping gather the necessary information internally so that City resources are not diverted from critical management, engineering, and operations tasks. We have performed similar function for other clients, such as Tualatin Valley Water District, through internally leading updates to design standards, augmenting field inspections and construction management efforts, and providing drafting support.

WSC has Invested in Developing the Tools to Managing Resources to Deliver on City Expectations

For each assignment, our Project Manager, Scott Duren, will carefully select the appropriate WSC staff and subconsultants to deliver the work. Our internal resources are carefully managed through a Workload Scheduling tool within our financial software that allows us to accurately forecast project commitments so that the team we dedicate to each City project is available to deliver. Remaining budget on each project is checked and adjusted each month during our invoicing cycle, and company resource managers meet every two weeks to continuously calibrate projections so all project needs are adequately addressed.

We Prioritize Using Subconsultants That We Know Deliver Quality Work Efficiently

One of the reasons WSC has been able to deliver projects more efficiently than bigger firms is our strategic use of subconsultants. We have found that we can deliver discipline specific services at a lower price by using subconsultants that have delivered similar work with before and that have worked with the City before so that we can quickly reach mutual understanding on the work required and necessary schedule. All of the subs listed in our organizational chart have worked with WSC on past assignments and understand our expectations for quality and communication.

Our Team Will Communicate Early and Often to Keep Your Team Informed and to Manage Risks

We build structured communications into each project, by establishing set checkpoints to keep information flowing between our Project Manager and yours. In addition, we use tools such as our financial enterprise software (Ajera), risk registers, and action item logs to synchronize understanding the information needed to identify potential risks and mitigation measures. For example, biweekly or monthly recurring meetings with the City lead can include updates on earned value to identify potential schedule or budget issues with sufficient time to discuss potential options for modifying the workplan to address issues. Workshop-style reviews of deliverables can help to efficiently solicit input from busy operations staff so that long-term flexibility and safety needs are incorporated into design planning and design documents. Recurring internal project team meetings and use of Microsoft Teams software allow information to be quickly disseminated amongst WSC staff and subconsultants.

Our Integrated Quality Management System Efficiently Leverages Senior Technical Advisors

By committing senior technical advisors to participate in scoping and early-phase workshops, we leverage our subject matter experts at points when their expertise provides the most value to the City. Every aspect of our work undergoes a quality control review, with appropriate levels of staff to provide everything from reviewing readability and calculation checks to value engineering and design reviews.

Our team is adaptable and structured to provide value each step of the way.

WSC's core project team is made up of local leaders and subject matter experts that have an established record of working together and delivering water systems projects. Scott Duren, Susan Schlangen, and Adam Donald work out of the Portland office and have built efficiency by working together on projects for agencies throughout Oregon. Jeff Lawrence and Rob Natoli work out of our Northern California office and have a strong partnership working with the Portland team. Jeff and Rob are water system experts and have each worked closely with Scott on water and wastewater projects, some spanning back before joining WSC. The following pages describe the qualifications of our team members and our ability to work seamlessly with one another—delivering responsive service and creative solutions. WSC has developed strong working relationships with a variety of subconsultants. We have identified partners that could be used for specialty services, most of whom we have worked with before.



Contract Manager/Project Manager

Scott Duren, PE

QA/QC

Jeff Lawrence, PE*

Project or Task Managers/Engineers

Susan Schlangen, PE, M. Eng., AWIA

Adam Donald, PE, MS

Rob Natoli, PE

Hydraulic Modeling Lead

Jeroen Olthof, PE, MS, MBA

Master Planning Lead

Kirsten Plonka, PE*, AWIA

Communications/Facilitation Advisor

Holly Tichenor

Construction Management

Dylan Wade, PE*, CCM

CAD Design

Paul D'Santi

*Registered in California

SUBCONSULTANTS

Structural - Peterson Structural Engineers

Seismic - SEFT

Geotechnical - Dave Running, Foundation Engineering

Rates - FCS Group

Environmental - Pacific Habitat Services

Electrical - Elcon/Landis

Survey - Rob Ward, Northwest Land Surveying

Operations Support - Mark Walter, Water Dude Solutions

Funding & Financing - Dig Deep

Architect - Michael Willis and Associates



Scott Duren^{PE}

Contract Manager/Project Manager - Portland, OR

Scott will serve as WSC's Contract Manager for the City's project needs. He has more than 20 years of engineering experience covering all aspects of water and wastewater systems. He has:

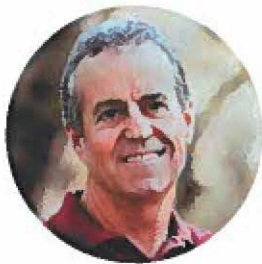
- Delivered 20+ planning projects
- Designed over 100 miles of cumulative pipeline
- Performed condition assessments for 20+ facilities
- Analyzed and designed over 20 pump stations
- Designed or rehabilitated six storage tank projects

Scott approaches water and wastewater system infrastructure design from a holistic perspective, and his commitment to listening to his clients' needs, has resulted in cost effective implementable solutions, delivered on schedule. Scott has provided on-call services to several Oregon clients and brings exceptional and responsive client service. Scott's experience working with Newport over the last six years, including time prior to joining WSC, gives him a strong understanding of the City's need, and allows him to provide tailored and value added service.

PROJECT EXPERIENCE

- Water Master Plan Update, Oak Lodge Water Services District, Project Manager
- Pump Station System Plan, City of Portland Bureau of Environmental Services, Project Manager
- Sewer Rehabilitation Program, City of Santa Barbara, Technical Advisor
- On-Call Project Management Services, Tualatin Valley Water District, Project Manager
- Auburn Ravine Force Main Rehabilitation, Placer County, Design Project Manager
- Dom 232 Pump Station Upgrade, Design Project Manager, California Water Service
- Scouter's Mountain Pipeline Replacement, Sunrise Water Authority, Project Engineer
- Stanley Tank Reservoir Improvements, City of Milwaukie, Project Engineer
- Seismic Evaluation and Cathodic Protection Modification Design, City of Milwaukie, Project Manager

Key Personnel Qualifications



Jeff Lawrence ^{PE*}

QA/QC - Folsom, CA

Jeff has more than 30 years of engineering experience centered on a balance of planning studies and detailed design, as well as construction management and operations optimization. He has served as project manager/engineer for preparation of dozens of water system capital improvement plans. Jeff's career has given him experience with virtually all aspects of water resources engineering and all the infrastructure and equipment associated with planning and designing facilities to produce, pump, store and convey water. Jeff and Scott have worked closely together on many water supply projects and bring valuable combined expertise.

PROJECT EXPERIENCE

- Sheridan Water Supply Project, Placer County, Project Manager
- Duarte Road Water Main Relocation, California American Water, Technical Advisor
- Owner's Representative for \$35.5 Million Water Pipelines, Wells, Metering System, and Storage Tank, City of Davis, Program Manager
- Long Ravine Pipeline, Placer County Water Agency, Project Manager
- Freeport Pipeline, Segments 2 and 4, Sacramento County Water Agency, QA/QC
- Potable Water Booster Pumping Station, California American Water, Project Manager

***Registered in California**



Adam Donald ^{PE}

Project or Task Manager/Engineer, Portland, OR

Adam specializes in pipeline and pump station design projects. His experience includes performing cost and life cycle analyses for pump station replacement and decommissioning projects throughout California and Oregon. Adam has served as the lead Project Engineer on several water storage and small pipeline projects. He brings a high attention to detail to his work and has assisted agencies in developing their standard specifications. Adam has direct experience working for the City on several projects.

PROJECT EXPERIENCE

- Sewer Rehabilitation Program, City of Santa Barbara, Project Engineer
- Water Master Plan Update, Oak Lodge Water Services District, Project Engineer
- Scouter's Mountain Pipeline Replacement, Sunrise Water Authority, Project Engineer
- Yaquina Heights Tank Improvements, City of Newport, Project Engineer
- Seismic Evaluation and Cathodic Protection Modification Design, City of Milwaukie, Project Engineer
- Emergency Water Supply Planning, Samaritan Health Services, Staff Engineer
- Pump Station System Plan, City of Portland Bureau of Environmental Services, Staff Engineer



Susan Schlangen ^{PE}

Project or Task Manager/Engineer, Portland, OR

Susan is a Professional Engineer with eight years of environmental engineering experience focused on asset management, risk assessment, and wastewater and water systems design. She has served as project engineer on several pipeline design projects, condition assessments, and performed alignment alternative analyses for clients throughout Oregon. Her recent experience includes pump station design and rehabilitation, water line replacement, and storage tank design. Susan is currently leading the City's AWIA RRA and ERP.

PROJECT EXPERIENCE

- 119th Avenue 12" Water Main Replacement Project, Tualatin Valley Water District, Construction Manager
- Pump Station System Plan, City of Portland Bureau of Environmental Services, Project Engineer
- Center Street Facility Upgrade Concept Study, Tualatin Valley Water District, Project Engineer
- Pump Station Decommissioning Design, City of Bend, Project Engineer
- AWIA Risk and Resilience and Emergency Response Plan, City of Newport, Project Manager
- Emergency Water Supply Planning, Samaritan Health Services, Staff Engineer
- Water Master Plan Update, Oak Lodge Water Services District, Staff Engineer



Rob Natoli^{PE}

Project or Task Manager/Engineer, Folsom, CA

Rob brings 12 years of engineering experience centered on water and wastewater system design. He has managed both large and small distribution and conveyance system projects, CM/GC projects, and design teams. He routinely manages water and wastewater infrastructure projects that include geotechnical, structural, electrical, instrumentation, controls, mechanical, and process engineering disciplines. Rob has worked closely with the Portland team on several water and wastewater projects and is able to provide quick and streamlined support. He is currently working on the Water Supply Planning project for Samaritan Health Services in Newport.

PROJECT EXPERIENCE

- Auburn Ravine Force Main Rehabilitation, Placer County, ESDC Lead
- Pump Station Decommissioning Design, City of Bend, QA/QC
- Emergency Water Supply Planning, Samaritan Health Services, Project Engineer
- Sonoma Booster Pumping Station Redundancy and Reliability Expansion, Sonoma County Water Agency, Project Manager
- Cave Rock Water System Lake Intake Improvements, Douglas County, Project Manager
- Uppaway Water Storage Tank Replacement, Douglas County, Project Engineer



Kirsten Plonka^{PE*}

Master Planning Lead, San Diego, CA

Kirsten has more than 18 years of experience in the planning, design, and management of water, wastewater, and recycled water systems. She brings experience managing public engineering departments, and applies this experience by approaching projects from an owner's perspective to plan and design projects that are implementable and user-friendly. She specializes in project management, hydraulic modeling, feasibility studies, infrastructure and water resource planning studies, and master planning, including Capital Improvement Plans and budgeting.

PROJECT EXPERIENCE

- Water Master Plan, Oak Lodge Water Services District, Project Engineer
- AWIA RRA and ERP, City of Newport, AWIA Advisor
- AWIA RRA and ERP, City of Milwaukie, AWIA Advisor
- AWIA RRA and ERP, Oak Lodge Water Services District, AWIA Advisor
- Staff Extension Services, San Lorenzo Valley Municipal Water District, Project Manager
- Wastewater System Master Plan, City of Milwaukie, Hydraulic Modeling Lead
- Water Master Plan Update, Casitas Municipal Water District, Project Manager
- Comprehensive Planning Study, California American Water Monterey District, Project Engineer

*Registered in California



Jeroen Olthof^{PE}

Hydraulic Modeling Lead, San Diego, CA

Jeroen has more than 25 years of experience developing water resources planning studies, databases, and the integration of GIS with hydraulic models. He specializes in hydraulic modeling of pipe networks, feasibility studies, condition assessment, and comprehensive master planning. He is a nationally recognized asset management expert who will support the development and implementation of robust decision support tools including decision algorithms to support capital improvement planning.

PROJECT EXPERIENCE

- Water Master Plan, Oak Lodge Water Service District, Hydraulic Modeling Lead
- Wastewater System Master Plan, City of Milwaukie, Technical Advisor
- As-Needed Hydraulic Modeling Services, Otay Water District, Project Manager
- Coastal Branch Capacity Assessment, County of San Luis Obispo, Project Engineer
- On-Call Wastewater Hydraulic Modeling Services, City of Santa Barbara, Hydraulic Modeling Lead
- Monterey Comprehensive Planning Study, California American Water, Project Manager
- On-Call Hydraulic Modeling, Elsinore Valley Municipal Water District, Project Manager

WSC has provided engineering support for the City over the last four years.

Scott and the team have worked on several water and wastewater projects throughout Newport. Most recently, WSC was selected to perform Samaritan Health Services' Emergency Water Supply Planning project, as well as develop a AWIA compliant Risk and Resilience Assessment and Emergency Response Plan for the City. Scott is leading each of these efforts and has a strong understanding of the City's standards and commitment to high quality deliverables. WSC will leverage our extensive local experience to quickly get oriented to a project.

"I was impressed with Scott's ability to listen closely to our needs, and accommodate features within the project design that will make it easier to operate for our limited maintenance staff."

-Tim Gross, Former Public Works Director, City of Newport

Our work for the City includes:

- Nye Beach Grinder Addition Project
(Scott Duren, Project Manager)
- Big Creek Pump Station Replacement
(Scott Duren, Project Manager)
- AWIA Risk and Resilience Assessment and Emergency Response Plan
(Susan Schlangen, Project Manager; Scott Duren, PIC; Kirsten Plonka, AWIA Advisor)
- Samaritan Health Services Emergency Water Supply Planning
(Scott Duren, PIC; Rob Natoli, Project Engineer; Susan Schlangen, Staff Engineer; Adam Donald, Staff Engineer)
- Yaquina Heights Tank Improvements
(Scott Duren, Project Manager; Adam Donald, Project Engineer)
- Newport Dam Preliminary Design and Seismic Evaluation of Big Creek Dams #1 & #2
(Jeff Szytel-CEO, Technical Advisor)



Water Master Plan

Oak Lodge Water Services District

WSC prepared a Water Master Plan Update that presents a clear plan for addressing hydraulic capacity, condition, and seismic resilience deficiencies for the District.

The update included developing an accurate hydraulic model of the distribution system. WSC conducted a **seismic risk assessment** on the existing water system and prepared a seismic mitigation plan encompassing a 50-year planning horizon.

WSC updated the District's Capital Improvement Plan to provide flexibility for growth while clearly defining improvements and the costs needed to provide the desired level of service over the next two decades.

PROJECT DATES

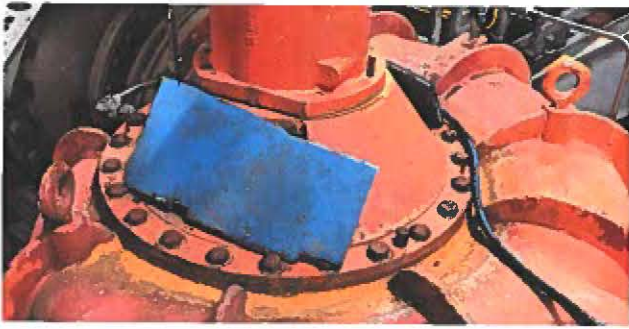
March 2018 - July 2020

Reference

Jason Rice, District Engineer
P | (503) 353-4202
jason@olwsd.org

WSC Key Staff, Role

Scott Duren, Project Manager; Kirsten Plonka, Project Engineer; Adam Donald, Staff Engineer; Susan Schlangen, Staff Engineer; Jeroen Olthof, Technical Advisor



Pump Station System Plan

Portland Bureau of Environmental Services

Scott and Susan worked closely with the City to develop a comprehensive program for assessing condition, calculating risk costs, prioritizing pump stations for repair, identifying optimal scopes for rehabilitation at individual stations, and estimating project costs to support CIP planning for the City's 97 lift stations. Efficient collaboration across six departments was achieved through a targeted series of seven workshops and presentations at monthly department meetings to incrementally guide program development and implementation. WSC developed sustainable tools specifically tailored to BES's operating standards, data collection and management practices, and geospatial relationships that can be readily updated and refreshed on an annual basis. Parametric cost curves were built using 10 years of itemized pump station costs to facilitate efficient and informed CIP decisions. Digital data forms were used to improve the quality of the information collected and reduce staff effort. WSC also provided short- and long-term funding and staffing recommendations to enhance the sustainability of the program.

PROJECT DATES

January 2018 - August 2019

REFERENCE

Michael Szwaya, Project Manager
P | (503) 823-5274
michael.szwaya@portlandoregon.gov

WSC KEY STAFF, ROLE

Scott Duren, Project Manager; Susan Schlangen, Project Engineer; Adam Donald, Staff Engineer;



Scott and Susan integrated within the multi-department City team to **leverage existing tools and procedures** to the maximum extent possible. Scott was able to leverage the development of a similar pump station condition assessment program he developed for the Sacramento Area Sewer District.



Pump Station Decommissioning Design

City of Bend

Scott and Susan are working with the City to decommission 10 pump stations by designing gravity sewers to reroute flows into the Southeast Interceptor. WSC prepared life-cycle comparisons of decommissioning versus replacing or upgrading the stations, the results of which helped the City obtain nearly \$500,000 in loan forgiveness through the State Revolving Fund (SRF) by qualifying for energy efficiency improvements. Additional cost savings were realized by constructing new sewers within existing alignments to reduce the volume of required rock excavation. Suggested bypassing and sequencing plans were prepared to provide guidance to bidders for maintaining continuous sewer service and neighborhood access throughout construction. WSC worked closely with City engineering and operations departments, franchise utilities, and our right-of-way agent to avoid utility conflicts, obtain easements, and comply with permitting requirements. WSC has also provided exhibits and materials to support neighborhood public outreach meetings led by the City.

PROJECT DATES

May 2018 - Ongoing

REFERENCE

Brittany Park, Former Project Manager
P | 541.588.0700

WSC KEY STAFF, ROLE

Scott Duren, Project Manager; Susan Schlangen, Project Engineer; Rob Natoli, QA/QC; Adam Donald, Engineering Services

"We would without a doubt recommend WSC. They have always completed deliverables on time, have graciously assisted us by providing additional technical support, and have contributed innovative ideas during the course of the project. The WSC staff was an absolute pleasure to work with; they were responsive, excellent collaborators, and went above and beyond to ensure that the project was successful."

— Brittany Park, Former Project Manager,
City of Bend

Project Management Services

Tualatin Valley Water District

The District partnered with WSC to streamline the implementation of their capital improvement program, especially aging infrastructure replacement. WSC coordinated with multiple departments and facilitated workshops to convert field lessons into updated design details and standards for the District. WSC updated the District's standard small water main specifications to reflect the standard updates. Additionally, Scott and Susan served as a consultant construction manager for a water main installation project in Cedar Mill, in one of the highest pressure regions of TVWD's system. As part of the Center Street Facility Upgrade Concept Study, WSC also evaluated the hydraulic performance, facility condition, and seismic resiliency of an important flow and pressure control facility that will be impacted by the Willamette Water Supply Project.

PROJECT DATES

March 2017 - Ongoing

WSC KEY STAFF, ROLE

Scott Duren, Project Manager;
Susan Schlangen, Project Engineer;
Adam Donald, Project Engineer

REFERENCE

Nick Augustus, Engineering Manager
P | (971) 327-6292
nick.augustus@tvwd.org

Sewer Rehab Program

City of Santa Barbara

WSC prepared construction plans, specifications, and cost estimates for the City of Santa Barbara's annual gravity sewer rehabilitation program. The Fiscal Year 2018 project included nearly 20,760 LF of sewer main spanning 83 locations and ranging in size from 6- to 21-inches in diameter. The Fiscal Year 2019 project included 19,000 LF of pipeline and 90 locations ranging in size from 6- to 18-inches in diameter. WSC reviewed CCTV inspection videos and PACP defect scoring to recommend the appropriate rehabilitation method for each segment. WSC led design workshops with the City's engineering and operations staff to confirm condition findings, review maintenance history, evaluate probability and consequence of failure, and provide recommendations for each segment. Recommended improvements consisted of point repairs, trenchless pipe rehabilitation, open cut replacement, and manhole rehabilitation. Allowable trenchless rehabilitation methods included cured-in-place pipe (CIPP), spiral wound PVC liner, and UV-cured CIPP.

PROJECT DATES

September 2017 - Ongoing

WSC KEY STAFF, ROLE

Scott Duren, Technical Advisor; Jeroen Olthof, Modeling Lead; Adam Donald, Project Engineer

REFERENCE

Phillip Maldonado, Supervising Civil Engineer
P | (805) 564-5486
pmaldonado@santabarbara.gov

Dominguez 232 Pump Station Upgrade

California Water Service

WSC prepared design plans and specifications for the replacement of the Dominguez System Pressure Zone 1 Booster Pump Station after preparing a preliminary design report that evaluated design alternatives for the existing facility. The project included replacing aging and undersized infrastructure with four 2,500 gpm vertical turbine pumps and new site piping. The improvements were designed to keep the existing booster station operational during construction. A surge analysis found that the existing station surge tank was significantly undersized, and a larger tank was designed and installed to protect the distribution system from negative pressures following an abrupt pump stoppage. WSC provided both engineering services during construction and construction management services for the \$2.5 million project.

PROJECT DATES

April 2014 - January 2020

WSC KEY STAFF, ROLE

Scott Duren, Design Project Manager; Adam Donald, Staff Engineer; Jeroen Olthof, Hydraulic Modeling Support/QA/QC

REFERENCE

John Collazo, Capital Delivery Manager
P | (310) 257-1424
jcollazo@calwater.com

Auburn Ravine Force Main Replacement

Placer County

WSC helped Placer County develop, evaluate, and recommend a preferred replacement alternative for 6,300-LF of 12-inch asbestos cement force main. The project included developing cost estimates and feasibility assessments of three bypassing scenarios, including daily bypass setup, long-term bypassing, and a mid-point length of bypassing. WSC led an alternatives workshop that was used to rank each alternative in terms of non-cost criteria, including risk of sanitary sewer overflow, operational access, public impacts, and environmental impacts. WSC's design work included replacing approximately 5,855 LF of existing 12-inch asbestos cement force main with a 14-inch HDPE forcemain. Slip-lining and pressurized cured-in-place pipe (CIPP) rehab methods were evaluated, but replacement of the pipe was found to provide the best life-cycle costs. An 18-inch gravity sewer bypass was included to connect with the adjacent City of Auburn system to save substantial bypass pumping costs during construction. WSC is currently providing engineering services during construction.

PROJECT DATES

February 2018 - Ongoing

WSC KEY STAFF, ROLE

Scott Duren, Design Project Manager; Adam Donald, Staff Engineer; Jeroen Olthof, Hydraulic Modeling Support/QA/QC; Rob Natoli, ESDC Lead; Jeff Lawrence, Technical Advisor

REFERENCE

Brandon Thurber, PE, Associate Civil Engineer
P | (530) 886-4941
bthurber@placer.ca.gov

Additional Experience

Listed below are additional projects that one or more of WSC's proposed team members have worked on.

PROJECT	DESCRIPTION	PLANNING	DESIGN	STAFF AUGMENTATION	CONSTRUCTION SUPPORT
Wastewater Master Plan City of Milwaukee	WSC is updating the City's Wastewater System Master Plan. This project includes mapping the City's wastewater systems and modeling for six different growth scenarios, including climate change and seismic resiliency considerations.	✓			
Yaquina Heights Tank Improvements Project City of Newport	For a 1.7 MG welded steel reservoir, WSC evaluated seismic mitigation alternatives and determined that relocating the tank to a new site would provide the most value to the City long term.	✓	✓		✓
Emergency Intertie Study Oak Lodge Water Services District	Investigating potential options for an emergency intertie that could meet winter-season demands if the existing supply were lost. Options for emergency supply were screened for feasibility, cost, and risks.	✓	✓		
Nye Beach Pump Station Grinder City of Newport	WSC managed the replacement of the 5 MGD Big Creek Pump Station. Design included the rerouting of three 12-inch sewers, construction of a new 42-inch diameter sewer, bypass pumping, and managing public impacts.		✓		✓
Vineyard Lift Station Evaluation Placer County	WSC conducted a three-phase evaluation of the lift station, which was designed to operate with two non-clog submersible pumps in series.	✓	✓		
Emergency Water Supply Planning Samaritan Health Services	WSC is working on identifying a solution to allow the hospital to operate for period of four weeks without water supply from the City of Newport.	✓			
Scouter's Mountain Pipeline Replacement Sunrise Water Authority	Prepared technical specifications, erosion control plan, and bid documents for 1,500 LF of 10-inch ductile iron water main.		✓	✓	✓
WIF Commission, Vision, Mission, and Goals Tualatin Valley Water District	Facilitating the mission, vision, and goals for the Willamette Intake Facilities Commission.	✓			
Stanley Tank Reservoir Improvements City of Milwaukee	WSC evaluated the City's Stanley Reservoir (3 million gallon welded steel reservoir) to identify necessary rehabilitation work. Based on the findings of the tank assessment, WSC prepared a preliminary scope of work with preliminary cost opinions to help the City prioritize their repairs.		✓	✓	
Staff Augmentation Services Sunrise Water District	Provided staff augmentation services, including erosion and control plans, project permitting, small diameter pipeline specifications, construction cost estimating, and a comprehensive set of standard details to improve business efficiency with developers.		✓	✓	
Wildwood Booster Pump Station Replacement and Tank Rehabilitation California American Water	Preparing a detailed design critique, hydraulic evaluation, and is evaluating pump sizing and site layout alternatives prior to preparing the final design for a BPS.		✓		
Water and Sewer System Master Plan Updates Big Bear City Community Services District	WSC updated both the City's Water and Sewer Master plans and developed a comprehensive CIP to establish rates and fees, prioritize improvements, and proactively prepare for the future needs of customers.	✓			
Condition-Based Assessment and Water System Master Plan Update Casitas Municipal Water District	WSC conducted a condition-based assessment and developed a Water Master Plan that included three- and 10-year capital improvement projects and capital budgets.	✓			
Pipeline Replacement Projects Big Bear City Community Services District	Since 2009, WSC managed the design and/or construction of over 15 miles of 8-inch and 12-inch distribution and transmission pipeline, as well as storage reservoir, well, and booster pump station improvements.		✓		
Airport Area Utilities Extension City of Paso Robles	Performed an alternatives analysis, and developed preliminary designs and final designs for the expansion of the City's potable water system into the area around the Paso Robles Airport.		✓		✓
AWIA RRA and ERP Cities of Newport, Milwaukee, and Oak Lodge Water Services District	Performing detailed RRA's and preparing ERP's for three local clients. WSC is using existing documentation and knowledge of the systems to minimize costs and improve flexibility.	✓			
41st Ave. Water Main Replacement City of Hillsboro	WSC assisted the City in the preparation of plan and profile design and permitting drawings for approximately 5,500 LF mile of 16-inch diameter water main.		✓		✓

Fee Schedule

The following rates will be effective during the 2021 calendar year and may be adjusted on an annual basis.

Labor Classification	Hourly Rate
Engineers / Project Managers / Planners / Hydrogeologists	
Engineering Intern	\$115
Assistant	\$135
Staff I	\$145
Staff II Adam Donald	\$155
Staff III Susan Schlangen	\$165
Associate I	\$175
Associate II	\$185
Associate III	\$195
Senior I	\$215
Senior II	\$225
Senior III Rob Natoli	\$235
Principal I Scott Duren, Jeff Lawrence, Kirsten Plonka	\$245
Principal II Jeroen Olthof, Dylan Wade	\$265
Principal III	\$290
Outreach and Communications	
Communications Support I	\$110
Communications Support II	\$135
Communications Support III	\$155
Outreach Specialist/Facilitator I	\$170
Outreach Specialist/Facilitator II Holly Tichenor	\$210
Outreach Specialist/Facilitator III	\$265
CAD Design Services	
Technician/Designer I	\$115
Technician/Designer II	\$125
Technician/Designer III Paul D'Santi	\$140
Inspection Services	
Inspector I	\$120
Inspector II	\$135
Inspector III	\$160
Inspector (Prevailing Wage)	\$165
Administrative Services	
Administration/Clerical I	\$115
Administration/Clerical II	\$125
Administration/Clerical III	\$135

10% mark-up on direct expenses; 15% mark-up for sub-contracted services

Standard mileage rate \$0.58 per mile (or current Federal Mileage Reimbursement Rate)

Insurance Requirements:

We verify that WSC has the ability to provide the necessary insurance coverage as stated in the RFP.



Appendix

Scott Duren, PE

Education

BS, Civil and Environmental
Engineering, UC Davis

Professional Registrations

Professional Engineer- Civil,
California, No. C68058

Professional Engineer- Civil,
Florida, No. C64181

Professional Engineer- Civil,
Washington, No. C53208

Professional Engineer- Civil,
Oregon, No. C89922

Professional Affiliations

American Water Works
Association, Pacific Northwest
Section Engineering Committee
Chair, 2017-present

Pacific Northwest Clean Water
Agencies, Collection Systems
and Awards Committees

Publications

"Should I Turn My Water System
Into A Power Plant?", American
Water Works Association, Pacific
Northwest Section Conference,
Boise, ID - May, 2016 and
Annual Conference and
Exhibition, Chicago, IL - June,
2016

Professional Experience

Scott specializes in water and wastewater pumping and conveyance and also has a wide variety of experience working with municipal government, federal government and private sector clients on projects involving stormwater discharge and quality, civil site development, remediation and flood control. He has served as project engineer or project manager on numerous infrastructure projects including those involving submersible wastewater pumping stations and force mains, waste activated sludge pipelines, water transmission and intake pipelines, reclaimed water distribution systems, gravity sewer systems, alternative wastewater collection systems and fuel conveyance systems.

Representative Projects

Water Master Plan Update, Oak Lodge Water Services District, Oak Grove, OR.

Project Manager. Prepared a Master Plan Update which will consider future water service commitments and build-out, including both area-specific water quality needs and system operations and maintenance priorities. The project included constructing a new model from the District's GIS database, hydrant testing, and calibration of the completed model prior to using the model to identify and evaluate system improvements. Supply, demand, and storage data will be analyzed, projections developed, and recommendations made to address system deficiencies. The update includes development of an asset database to capture and track condition data for individual assets within the water system. The final update will include a capital improvement program.

Wastewater Main Rehabilitation, City of Santa Barbara, CA. Technical Advisor. Scott conducted technical reviews of plans, specifications, and cost estimates and participated in client workshops for determining rehabilitation repairs for over 80 sewer mains with Grade 4 and 5 PACP ratings, spread across the City. Repair methods included CIPP, slip-lining, spiral-wound PVC, and fold-and-form methods for pipes ranging from 6- to 27-inch diameter. Impacts to traffic, private property, and sewer bypassing were considered for each segment, and used to develop a bidding strategy to maximize competition.

California Water Service, Dominguez 232 Pump Station Upgrade, Torrance, CA.

Project Manager. Prepared design plans and specifications for the replacement of the Zone 1 booster station. The Project included the replacement of aging and capacity deficient infrastructure with four 2,500 gpm vertical turbine pumps and new site piping. The Project was designed to keep the existing booster station operational during construction.

Pump Station Decommissioning Design, City of Bend, OR. Project Manager. Leading the evaluation of 12 pump stations for decommissioning. Phase 1 involved preparing a detailed design for a new pipe system to handle the flows from 4 of these pump stations that are operating beyond their useful life. Phase 2 consists of preparing business cases for the remaining 8 pump stations to determine a cost-effective solution. A detailed pipeline design will be prepared to decommission the stations that are determined to be cost effective.

Design Standards Update and Small Diameter Water Main Specifications, Tualatin Valley Water District, Beaverton, OR. Project Manager. Scott coordinated with District staff to identify and incorporate updates to the Design Standards, including the standardization on new pipe materials, including zinc-coated ductile iron pipe. Development of standard small diameter water main replacement specifications were also created, saving the District on consultant contracts for annual projects as part of the Annual Main Replacement Program.

Pump Station System Plan, Bureau of Environmental Services, Portland, OR. Project Manager. Scott oversaw the development of a condition based rehabilitation prioritization program for pumping stations. Desktop evaluations using existing data from the CMMS, GIS databases, and other sources were used to prioritize pumping stations for detailed field assessments based on risk. Digital forms were utilized to collect field data and establish condition and performance ratings for individual pump station components. An aggregate risk cost was developed for each station based on remaining useful life calculations, and time-based consequences of failure. Results were summarized in standard operating procedures that will be used by City staff for future assessments, along with a georeferenced database for visually accessing system connectivity and component data. Short- and long-term funding and staffing recommendations were provided for the program.

Scouter's Mountain Pipeline Replacement, Sunrise Water Authority, Happy Valley, OR. Project Manager. Preparing technical specifications and bid documents for the Scouter's Mountain 10-inch ductile iron water main replacement project. The project includes approximately 1,500 LF of water main within the roadway of a nature park and includes one service connection for a bathroom. The main connects a pump station to a 4 MG reservoir and runs parallel to an 18-inch main connected to a 10 MG reservoir that is the main supply for surrounding area. Existing front-end specifications are being incorporated with the project's technical specifications. Working with Sunrise staff to incorporate best practices into a comprehensive set of standard specifications to be used for future small and medium diameter water main replacement projects.

Vineyard Lift Station Evaluation, Department of Facility Services, Placer County, CA. Project Manager. Scott led the evaluation of a dual-phase lift station that was experiencing significant operational challenges with booster pump seal failure on a biweekly basis. Following a detailed hydraulic transient surge analysis and review of pump operating conditions, recommendations were provided for modifications to the combination air release valves and installation of new pumps that were better suited for a dual-phase condition. Alternatives included both short-term repairs, as well as a detailed analysis of long-term capital improvements for diverting wastewater flows towards a regional pipeline to alleviate capacity issues on an inverted siphon within Highway 49.

City of Newport, Nye Beach Pump Station Grinder Project, Newport, OR. Project Manager. Project includes alternatives analysis, design plans, bidding services, and engineering services during construction for the retrofit of a 1,400 gpm pumping station. The project includes a bypass that will keep the system operational during construction and a controls upgrade. The modifications will extend response time for operators before the system experiences sanitary sewer overflows, which are currently being rerouted to the ocean at the popular tourist destination Nye Beach.

Big Creek Pump Station Replacement, Newport, OR. Project Manager. Scott managed the design of a 3.5 MGD pump station replacement, with the ability to upgrade to 5.0 MGD for ultimate buildout flows. Special consideration of bypassing and construction sequencing was necessary to keep the existing facility in operation. Funding for the project was provided through a CWSRF loan.

Agate Beach System Improvements Project, Newport, OR. Project Manager. Scott oversaw the initial phases of the project, with the goal of eliminating SSOs for pumping stations located near a popular beach. Project work including the scoping, alternative analysis, and site selection for a 1.3 and 2.0 MGD pump station, force main upsizing, and gravity sewer rehabilitation. Funding for the project was provided through a CWSRF loan.

Jeff Lawrence, PE

Education

Bachelor of Science, Civil
Engineering, California State
University, Sacramento, 1990

Professional Registrations

Professional Civil Engineer,
California, No. 54303, 1993

Project Management
Professional, 1458731, 2011

Professional Experience

Jeff has more than 30 years of engineering experience centered on a balance of planning studies and detailed design, as well as construction management and operations optimizations. He has served as project manager/engineer for preparation of dozens of water system capital improvement plans for water and sewer systems. Jeff's career has given him experience with virtually all aspects of water resources engineering and all the infrastructure and equipment associated with planning and designing facilities to produce, pump, store and convey water and wastewater. His experience includes project/program management of water treatment, storage, transmission and power generation systems; water resources planning and recycled water planning; design, construction and operation; water system network modeling; infrastructure rehabilitation; industrial facilities process engineering and optimization; design-build project management; stormwater design; and quality control.

Representative Projects

On-Call Engineering Services, City of Folsom, CA. Project Manager. Responsible for providing engineering consulting services for the design and construction management of various water and wastewater projects. Services include the evaluation of alternatives, preparing engineering plans and specifications, construction cost estimates, construction management and inspection of water and wastewater projects. Projects included Hinkle creek sewer lift station feasibility study and pipeline/manhole rehabilitation using lining systems, Zone 5 water tank and Zone 6 booster pump station design to support new development in Folsom's south of Highway 50 plan area.

On-Call Engineering Services, City of Davis, CA. Contract Manager. Responsible for providing engineering consulting services for planning, design and construction of various water, wastewater, and facility projects. Services include the evaluation of alternatives, preparing engineering plans and specifications, construction cost estimates, construction management and inspection of water and wastewater projects. Projects included Architectural facility planning, water infrastructure repair replacements, water and sewer system condition assessments, electrical system assessments and design, and sewer system lift station design.

Gridley Water Pipeline and Well, and Sewer Rehabilitation, Butte Housing Authority, CA. QA/QC. Provided quality assurance/quality control (QA/QC) for design of a new water system and rehabilitated sanitary sewer system for a housing community comprised of approximately 150 single family and duplex housing units. The new water system includes approximately 5,500 linear feet (LF) of new water main ranging in size from 6- to 12-inch-diameter pipe. Additionally, the community system design included a new water supply well design to meet regulatory requirement for 1,500 gallons per minute fire flow supply. The overall project included the development of system design drawings and specifications for construction and cost estimates for the project construction.

Duarte Road Water Main Relocation, CA American Water, Los Angeles, CA. Technical Oversight. Provided technical oversight and quality assurance/quality control (QA/QC) for the relocation of approximately 3,700 linear feet (LF) of 12-inch-diameter water line in Duarte Road. The alignment traverses four railroad crossings and requires coordination and project permitting with three local government agencies and the Foothill Transit Authority for work within the railroad right-of-way. The project includes a bore and jack section of 36-inch steel casing within cobble/boulder material beneath an existing storm drain facility. The section of bore and jack is approximately 18 feet below grade.

Rose Parade Way Treatment Plant, Pipeline, Pumping Station, and Storage Tank, CA American Water, Sacramento, CA. Design Lead. Provided professional services to complete the design and construction services for a groundwater treatment plant, including well completion, treatment, water mains booster station and a 2 million-gallon (MG) reservoir. Led the design of the manganese treatment process and provided technical oversight for the project. This project received a "Design of the Year" award from the American Public Works Association. Highlights of the system include approximately 1,000 linear feet (LF) of 12-inch-diameter distribution pipeline; new off-site well equipped for 1,800 gpm including site design; new manganese treatment system including backwash tank, chlorination facility, and control system; innovative methane removal system eliminating the need for a stripper; 2-mg steel reservoir with associated piping; and a 3,000 gpm pumping station with chlorination and fluoridation facility.

Owner's Representative for \$35.5 Million Water Pipelines, Wells, Metering System, and Storage Tank, City of Davis, CA. Program Manager. Owner's representative and program manager for the City of Davis' implementation of \$35.5 million in capital improvement program (CIP) projects. Worked with city staff and provided overall management for the planning, design and construction of water system capital improvements, acting as the city's project manager. Directed the project team and city staff to support the implementation of the state revolving fund (SRF) funded projects. Implemented program administration including scheduling controls, document management system, budget baseline and tracking, project progress tracking, risk management, and consultant management procedures. Capital improvements include 46,000 linear feet (LF) of large diameter pipelines, well upgrades, automated metering systems, SCADA upgrades, park conversions to non-potable supply, and storage facility upgrades. Worked directly with the city management staff and the city attorney to ensure all contracting meets public and SRF requirements.

Long Ravine Pipeline, Placer County Water Agency, Auburn, CA. Project Manager. Provided management and detailed design for the replacement of a 24-inch-diameter riveted steel pipe that has been in service for more than 100 years. The 30- to 36-inch-diameter replacement pipeline was constructed in extremely steep terrain with limited access, including a portion through Union Pacific Railroad property. Coordination with affected land owners was critical to avoid the need for condemnation, therefore meetings and materials showing alternatives were provided to facilitate the process. The project team understood that the ultimate client was the agency's operators, and all project alternatives including flow control to minimize air entrainment and surging, screening of debris, and selection/location of equipment required careful consideration and consultation with operators to ensure maintainability, access, security, reliability, and safety. Future capacity needs and the potential of adding hydroelectric generation capabilities during the design were also considered, so that the new pipeline will provide reliable service for another 100 years or more. The preliminary selection of hydroelectric turbines and system layout was completed to ensure the design will accommodate the addition of a hydro facility with minimal modifications.

Citrus Heights Water Modeling Services, Citrus Heights, CA, Project Manager. Responsible for development and calibration of a water system hydraulic model for the Citrus Heights Water District water system, including training district staff. The project included data analysis to determine system demands and peaking factors, creation of an H2ONet water model, and field calibration of the completed model. The model was also linked with the district's Geographic Information System (GIS), so new improvements added to GIS could be automatically updated in the water model.

Adam Donald, PE, MS

Education

MS, Civil and Environmental Engineering, Stanford University
BS, Environmental Engineering, California Polytechnic State University, San Luis Obispo

Professional Registrations

Professional Engineer – Civil, California, No. 89089
Professional Engineer – Civil, Oregon, No. 95325
Professional Engineer – Civil, Washington, No. 57893
PACP/MACP/LACP – Certificate U-0520-70309436

Course Training

Competent Person in Excavation and Trenching

Professional Affiliations

American Water Works Association, Member

Pacific Northwest Clean Water Association, Member

North American Society for Trenchless Technology, Member

Professional Experience

Adam is a Professional Civil Engineer with environmental engineering experience specializing in water and wastewater systems. He has provided planning and design services for many complex infrastructure projects, including pipelines, pump stations, and reservoirs. He has led projects that included condition assessment, preliminary design, final design, and engineering services during construction.

Representative Projects

City of Milwaukie, 2019 Wastewater System Master Plan, Milwaukie, OR. Project Engineer. Preparing and updating the City's existing wastewater system master plan. Utilizing the City's GIS data to develop an all pipes collection system hydraulic model to evaluate the City's collection system for capacity deficiencies. Performed flow monitoring to determine dry weather and wet weather flows for model calibration. Work will include evaluation of existing and future flows, infiltration and inflow, and treatment plant capacity. The collection system's critical infrastructure will be evaluated for resiliency to seismic geohazards and climate change. A financial analysis will be performed to determine system development charges. Based on the findings of the Work, a capital improvement plan will be developed.

Yaquina Heights Tank Improvements, Newport, OR. Project Engineer. Evaluating the Yaquina Heights Tank for roof, exterior and interior coatings, cathodic protection, and safety improvements. A geotechnical evaluation revealed the tank's soils to be poor with high liquefaction potential under seismic loading. Providing recommendations for short term tank improvements until the City can identify a better site and build a new water storage tank. A preliminary design is being prepared for these short-term improvements that will improve operator safety and extend the life of the tank until a new tank can be constructed elsewhere.

Water Master Plan Update, Oak Lodge Water Services District, Oak Grove, OR. Staff Engineer. Preparing a Master Plan Update which will consider future water service commitments and build-out, including both area-specific water quality needs and system operations and maintenance priorities. The project includes constructing a new model from the District's GIS database, hydrant testing, and calibration of the completed model prior to using the model to identify and evaluate system improvements. Supply, demand, and storage data will be analyzed, projections developed, and recommendations made to address system deficiencies. Seismic resiliency will be evaluated for critical infrastructure. The update includes development of an asset database to capture and track condition data for individual assets within the water system. The final update will include a capital improvement program. Performed the seismic resiliency evaluation of the District's system.

City of Santa Barbara, FY 20 Sewer Main Rehabilitation Project. Santa Barbara, CA. Project Engineer. Project includes evaluating 3.5 miles of gravity sewer main, recommending rehabilitation strategies for each segment, and preparing construction documents. Rehabilitation strategies included dig and replace, trenchless rehabilitation through cured-in-place pipe (CIPP) or spiral wound PVC pipe liner, point repairs, rehabilitation of manholes, and replacement of cleanouts with new manholes. Prepared the technical specifications and engineer's opinion of probable construction cost and reviewed design plans. Will assist the City during the bidding phase by preparing addendums and evaluating products. Will assist the City during Construction by evaluating pre-lining CCTV videos.

Scouter's Mountain Pipeline Replacement, Sunrise Water Authority, Happy Valley, OR. Project Engineer. Prepared technical specifications, erosion control plan, and bid documents for the Scouter's Mountain 10-inch ductile iron water main replacement project. The project includes approximately 1,500 LF of water main within the roadway of a nature park and includes one service connection for a bathroom. The main connects a pump station to a 4 MG reservoir and runs parallel to an 18-inch main connected to a 10 MG reservoir that is the main supply for surrounding area. Existing front-end specifications were incorporated with the project's technical specifications. Working with Sunrise staff to incorporate best practices into a comprehensive set of standard specifications to be used for future small and medium diameter water main replacement projects.

City of Milwaukie, Water Reservoir Seismic Evaluation and Cathodic Protection Modification Design, Milwaukie, OR. Project Engineer. The City's Stanley Reservoir (3 million gallon welded steel reservoir) is in need of retrofit to be brought in compliance with the current seismic design codes. The WSC team is currently performing a seismic evaluation to identify seismic deficiencies of the main structural elements. Following the evaluation, a detailed design, including design plans, technical specifications, and engineer's opinion of probable cost, will be prepared to address the identified deficiencies and bring the tank into compliance with AWWA D-100 and ASCE 7-10.

City of Pismo Beach, Five Cities Lift Station Replacement, Pismo Beach, CA. Engineering Support. WSC prepared plans and specifications for replacement of an existing self priming solids handling pump station. The new lift station uses two 20-hp submersible solids handling pumps in pre-rotation basins and will be rated at 625-gpm each. The project includes replacement of 2,300 LF of 8-inch force main with a bridge crossing over the Pismo Creek. The project has a new chemical feed system for dosing of ferric chloride and a control building. Provided Engineering Services during Construction including modifications of force main alignment based on potholing reports.

City of Santa Barbara, FY 18 Sewer Main Rehabilitation Project, Santa Barbara, CA. Project Engineer. Project includes evaluating 4.2 miles of gravity sewer main, recommending rehabilitation strategies for each segment, and preparing construction documents. Rehabilitation strategies included dig and replace, trenchless rehabilitation through cured-in-place pipe (CIPP) or spiral wound PVC pipe liner, point repairs, rehabilitation of manholes, and replacement of cleanouts with new manholes. Prepared the technical specifications and engineer's opinion of probable construction cost, assisted the City during the bidding phase by preparing addendums and evaluating products, and assisted the City during Construction by evaluating pre-lining CCTV videos.

City of Paso Robles, Phase 1 Airport Area Improvements Project, Paso Robles, CA. Staff Engineer. Project includes the design of approximately 8,190 ft of gravity sewer main, 3,500 ft of sewer forcemain, 4,800 ft of recycled water main, and 7,650 ft of water main to expand service near the Paso Robles Airport and to support future development in the area. This project also includes the design of a new duplex submersible pump lift station to replace the existing Lift Station #6 that has reached its useful design life. Assisted in the design and preparation of construction plans and technical specifications for the pipelines and lift station and prepared Engineer's opinion of probable cost for the project.

Paso Robles Lift Station Discharge Piping Replacement, Paso Robles, CA. Staff Engineer. Providing design services for replacement of existing discharge piping with stainless steel discharge piping at five of the City's lift stations. Project consisted of developing design drawings, specifications and engineer's opinion of probable construction cost as well as the development of site-specific bypass plans for construction.

Susan Schlangen, PE

Education

M.Eng., Environmental
Engineering, Portland State
University, Portland, OR

BS, Civil Engineering, University
of Minnesota, Minneapolis, MN

Professional Registrations

Professional Engineer - Civil,
Oregon, No. 93692

Professional Engineer - Civil,
Washington, No. 56785

Course Training

America's Water Infrastructure
Act: EL265 - Utility Risk and
Resilience Certificate Program

Professional Affiliations

WaterReuse Association, Pacific
Northwest Section, Outreach
Coordinator

Pacific Northwest Clean Water
Association, Sustainability
Committee; Young Professional
Committee, Social Justice
Subcommittee

Oregon Association of Clean
Water Agencies, Recycled Water
and Biosolids Committee

Professional Experience

Susan is a Professional Engineer with eight years civil and environmental engineering experience focused on water and wastewater system planning, design, and construction management. She has evaluated pump stations, performed alternatives analysis, and designed upgrades and rehabilitations of existing facilities for clients in Oregon and California. She also brings significant regulatory compliance and permitting experience, having performed analysis and implementation of regulatory programs in over 25 states, including Oregon.

Representative Projects

Pump Station System Plan, Bureau of Environmental Services, Portland, OR. Staff Engineer. Susan assisted with the development of a condition based rehabilitation prioritization program for pumping stations. Desktop evaluations using existing data from the CMMS, GIS databases, and other sources were used to prioritize pumping stations for detailed field assessments based on risk. Digital forms were utilized to collect field data and establish condition and performance ratings for individual pump station components. An aggregate risk cost was developed for each station based on remaining useful life calculations, and time-based consequences of failure. Results were summarized in standard operating procedures that will be used by City staff for future assessments, along with a georeferenced.

Pump Station Decommissioning Design, City of Bend, Bend, OR. Assistant Engineer. Evaluated 10 lift stations for decommissioning. Phase 1 involved preparing a detailed design to abandon the two most problematic stations that are operating beyond their useful life. Phase 2 consisted of preparing business cases for the remaining pump stations to determine a cost-effective solution. A detailed design is currently being prepared for decommissioning of an additional four stations, with the possibility of a Phase 3 abandonment of two more stations. The project is currently tracking on schedule and under budget, and WSC has incorporated City preferences to promote ease of sewer maintenance.

Auburn Ravine Force Main Analysis and Design, Placer County, CA. Staff Engineer. Helped develop, evaluate, and recommend a preferred replacement alternative for 6,300-LF of 12-inch asbestos cement force main. The project included developing cost estimates and feasibility assessments of three bypassing scenarios. Currently supporting the full design of the project.

Construction Manager. NW119th Avenue 12" Water Main Replacement Project, Tualatin Valley Water District, Beaverton, OR. Susan is currently serving as a consultant construction manager for a water main installation project in Cedar Mill, in one of the highest-pressure regions of TVWD's system. Her weekly duties include monitoring work progress to the schedule, responding to Contractor questions and reviewing required submittals, assuring compliance with permits, providing on-site inspection support, approving Contractor billing, and additional various coordination efforts including leading weekly progress meetings. The four-month construction project is anticipated to complete mid-December 2019.

Project Engineer. Center Street Facility Upgrade Concept Study, Tualatin Valley Water District, Beaverton, OR. WSC is currently evaluating hydraulic performance, facility condition, and seismic resiliency of an important flow and pressure control facility that will be impacted by the Willamette Water Supply Project. On site inspection, desktop review of existing equipment, and hydraulic model evaluation will be used to provide

analysis and recommendations that will be presented and assessed through a collaborative workshop. Susan is currently performing review of existing documentation including record drawings, Willamette Water Supply flow and pressure projections, and historical reports in consultation with equipment vendors to develop recommendations for future facility operations.

Toro Creek Bridge Replacement Pipeline Improvements, Cayucos Sanitary District, Cayucos, CA. Engineering Support. WSC is preparing a phased design to accommodate a California state highway bridge replacement which currently supports a sanitary force main crossing. The project includes multiple design packages that will implement transition from a dual force main system to a single plant effluent pipeline in coordination with ongoing sanitary system projects; installation of a temporary utility bridge to provide a bypass during bridge construction; permanent pipeline and carrier system; and implementation of corrosion control measures. Susan prepared carrier system loading calculations, technical specifications, cost estimates, and permitting documents and is currently supporting ongoing efforts to coordinate design approval from Caltrans.

Lift Station No. 5 Design, Cayucos Sanitary District, Cayucos, CA. Hydraulics and Engineering Support. WSC analyzed how to convey wastewater most efficiently from an existing lift station to the new plant site and then from the new plant site to a rehabilitated outfall formerly operated by Chevron. Susan provided hydraulic calculations and prepare drawings and specifications for the pump station. Scott served as the Quality Control reviewer for the design.

AWIA Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP), Oak Lodge Water Services District, Oak Grove, OR. Project Engineer. Performing a detailed RRA and preparing an ERP using existing documentation and knowledge of the system to minimize cost and improve flexibility. Developed a schedule that meets deadlines and optimizes District staff time.

AWIA Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP), City of Milwaukie, Milwaukie, OR. Project Engineer. Developed specific data requests for each City department to minimize staff time and streamline workshops. Helping the City achieve compliance and optimize future CIP project costs via strategic design as the City is undergoing an update to its SCADA systems which will address cyber security threats.

AWIA Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP), City of Victorville, Engineering Support. Assisting in developing a defensible RRA that serves as a road map toward developing a successful ERP for the District. Leading task development, guiding District staff through data gathering and process workshop, and leading the SCADA analysis.

Storm Water Management and Pollution Prevention Plans. Project Engineer. Susan has assisted multiple industries in applying for coverage under state-issued permits for Storm Water Discharges under the EPA's National Pollutant Discharge Elimination System (NPDES). She has prepared and implemented NPDES Storm Water Pollution Prevention Plans (SWPPP) for various industrial facilities in several states. Sectors served include Timber Products, Primary Metals Facilities, Waste Recycling Facilities, Miscellaneous Plastic Products, and Fabricated Metal Products Manufacturing. These plans have identified pollutant sources, control measures, and provided recommendations for control of point source and non-point source discharges. She has also been involved with no exposure and non-applicability determination and notification.

Rob Natoli, PE

Education

BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

Professional Registrations

Professional Engineer - Civil, California, No. C78271 (Issued June 10, 2011, Expired Sept. 30, 2021)

Professional Engineer - Civil, Nevada, No. 23188

Professional Engineer - Civil, Oregon, No. 96253 (Expires 12/31/2022)

Professional Experience

Rob brings 12 years of engineering experience designing and planning of water and wastewater projects. He has managed both large and small projects and has directed design teams and functioned as the project manager and design manager for water infrastructure projects that included geotechnical, structural, electrical, instrumentation, controls, mechanical, and process engineering disciplines.

Representative Projects

Pump Station Decommissioning Design, City of Bend, Bend, OR. QA/QC. Evaluated 10 lift stations for decommissioning. Phase 1 involved preparing a detailed design to abandon the two most problematic stations that are operating beyond their useful life. Phase 2 consisted of preparing business cases for the remaining pump stations to determine a cost-effective solution. A detailed design is currently being prepared for decommissioning of an additional four stations, with the possibility of a Phase 3 abandonment of two more stations. The project is currently tracking on schedule and under budget, and WSC has incorporated City preferences to promote ease of sewer maintenance.

Auburn Ravine Force Main Replacement, County of Placer, Placer, CA. ESDC Lead. WSC developed, evaluated, and recommended a preferred replacement alternative for 6,300-LF of 12-inch asbestos cement force main. The project included developing cost estimates, feasibility assessments, and permitting support for three bypassing scenarios, including daily bypass setup, long-term bypassing, and a mid-point length of bypassing. Rob is supporting the county and providing engineering services during construction.

Job's Peak Water System Improvements, Douglas County, Minden, NV. Project Engineer. Provided predesign, design, bidding, and construction services for water system improvements at the Job's Peak Ranch gated community, which included: (1) diffused air water treatment system that treats water from both Well No. 1 and Well No. 2; (2) an automated chlorination system for the combined source of Well No. 1 and Well No. 2; (3) electrical, SCADA, controls, and standby power for existing Well No. 1 and the diffused air treatment system; (4) demolition of the existing building at the Well No. 1 site, and relocation of the well controls into the new treatment facility; (5) construction of approximately 1,300 linear feet (LF) of 4-inch-diameter water main; (6) construction of approximately 400 LF feet of electrical and communication conduits and cables from the existing Well No. 1 site to the treatment building; (7) minor restoration site improvements to the existing Well No. 1 site; (8) modification of the site layout to show new locations for the generator and building; and (9) reinforced masonry building with pre-engineered wood trusses, architectural treatment on the exterior, and architectural style agreed to by the Job's Peak Ranch Architectural and Landscape County.

Small Main/Backyard Main Replacement, California American Water, Sacramento, CA. Engineering Support. Provided design, permitting assistance, bidding, and construction engineering services for replacement of approximately 7.9 miles of 4- to 16-inch-diameter water main with larger mains in the street right-of-way, replacement of old non-standard fire hydrants, installation of new services and meters to properties fronting the new mains, abandonment of old mains. The mains are located in residential neighborhoods in the Parkway services area.

Water/Wastewater Infrastructure for New California Correctional Health Care Facilities, California Prison Health Care Receivership Corporation, Stockton, CA. Site civil and utilities design analysis. Provided preliminary design and planning support for the infrastructure serving new clinical healthcare facilities at various state prison locations throughout California, which include water, wastewater, storm drainage, electrical service, and communication system.

Seaside Pumping Station Pumping Station Analysis, Monterey One Water, Monterey, CA. Project Manager. Project manager for pumping station analysis of the Seaside Pumping Station wet wells, dry pit, and inlet channels including LiDAR scanning and 3D model development. In addition, HDR provided physical model engineering preparation work, physical modeling testing criteria, pumping station design criteria, system curve development, and preliminary pump selections (including jockey pump sizing and potential locations). A hydraulic physical model was constructed of both wet wells at the Seaside Pumping Station to determine wet well baffling and other improvements required to improve the pump inlet conditions, and optimize locations of jockey pumps to be added to wet wells.

Influent Pumping Station Expansion, Napa Sanitation District, Napa, CA. Lead Project Engineer. Provided predesign, final design, and engineering services during construction for a new influent screening and pumping station and demolition of the existing influent pumping station. The pumping capacity of the completed facility is 60 million gallons per day (mgd), expandable to 90 mgd.

Sonoma Booster Pumping Station Redundancy and Reliability Expansion, Sonoma County Water Agency, Santa Rosa, CA. Project Manager. Project manager for preliminary design and final design of redundancy and reliability expansion improvements to the Sonoma Booster Pumping Station, which included expanding the existing concrete masonry unit (CMU) building to house the two new vertical turbine pumps. A structural analysis of the new and existing components was performed to identify retrofit improvements needed to meet current seismic and structural code. Electrical, transfer switch, and control system was modified so that any one of the three vertical turbine pumps can be operated on the existing standby generator. A new standby generator was added with an 8-hour fuel tank and an automatic transfer switch that can simultaneously operate any two of the three existing 300 HP centrifugal pumps and controls, new surge tank controls, and miscellaneous building loads. The incoming bus duct was removed and a new incoming electrical service to booster pumping station was added per Pacific Gas & Electric (PG&E) Company requirements. A pressurized surge tank was also added.

Cave Rock Drive and Winding Way Water Line Replacement, Douglas County, Minden, NV. Project Manager. Project manager for design and bidding services for 3,600 linear feet (LF) of water line replacement from Highway 50 to Gull Court (Cave Rock Drive and Winding Way). The design included pipe isolation and stub out provisions for a future booster pumping station replacement along Cave Rock Drive, replacement service pits (without meters) to services along Cave Rock Drive, roadway improvements, and water line connections at each end of the water line replacement, at the service to Cave Rock Villas, and at the Cave Rock Drive booster pumping station. The project included a condition assessment of the existing roadway above the alignment of the water line replacement, and comparison of pavement replacement or resurfacing options. HDR also assisted in obtaining approval of the project from Tahoe Regional Planning Agency (TRPA) and Nevada Department of Environmental Protection (NDEP).

Kirsten Plonka, PE

Education

BS, Civil Engineering, California
Polytechnic State University,
San Luis Obispo

MS, Management, Colorado
State University, Global Campus
(in-process)

MS, Organizational Leadership,
Colorado State University,
Global Campus (in-process)

Professional Registrations

Professional Engineer – Civil,
California, No. C70746

Professional Experience

Kirsten brings more than 18 years of experience in the planning, design, and management of water, wastewater, and recycled water systems. She specializes in project management, hydraulic modeling, feasibility studies, infrastructure and water resource planning studies, and master planning, including Capital Improvement Plans and budgeting. She is well versed in funding alternatives, regulatory compliance, and public policy development. Her experience includes database development and integration of geographic information systems (GIS) with hydraulic models, recycled water customer databases, and asset databases. She also has experience managing public engineering departments, as well as headed up wastewater collections. Her extensive experience in the public sector allows her to approach projects from an owner's perspective and plan and design projects that are implementable and user-friendly.

Professional Project Experience

Water Master Plan Update, Oak Lodge Water Services District, Oak Grove, OR.

Project Engineer. Preparing a Master Plan Update which will consider future water service commitments and build-out, including both area-specific water quality needs and system operations and maintenance priorities. WSC is conducting a seismic risk assessment on the existing water system and preparing a seismic mitigation plan encompassing a 50- year planning horizon. The update includes development of an asset database to capture and track condition data for individual assets within the water system. The final update will include a capital improvement program.

AWIA Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP),

Oak Lodge Water Services District, Oak Grove, OR. AWIA Advisor. Performing a detailed RRA and preparing an ERP using existing documentation and knowledge of the system to minimize cost and improve flexibility. Developed a schedule that meets deadlines and optimizes District staff time.

AWIA Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP),

City of Milwaukie, Milwaukie, OR. AWIA Advisor. Developed specific data requests for each City department to minimize staff time and streamline workshops. Helping the City achieve compliance and optimize future CIP project costs via strategic design as the City is undergoing an update to its SCADA systems which will address cyber security threats.

On Call As-Needed Services, San Lorenzo Valley Municipal Water District, Boulder

Creek, CA. Extension-of-Staff Project Manager. Providing as-needed engineering services to the District. Work in the District office weekly to lead multiple projects. As the Owner's Project Manager, writes RFP's, helps with consultant selections, reviews plans and specs, facilitates environmental compliance, provides construction management services, administers contracts, develops schedules and budgets, coordinates with operations, facilitates public meetings such as community workshops and gives regular updates to the General Manager as well as presentations to the Board of Directors. In this role, Ms. Plonka has managed: Bear Creek Estates Wastewater Treatment Facility Rehabilitation, Bear Creek Road Water Pipeline, Highway 9 Viaduct Water Pipeline, Glen Arbor Bridge Hanging Water Pipeline, Trout Farm Inn Fire Service Upgrade, Lompico Pressure Reducing Valves Replacement, Lyon Tank Road Landslide Repair Project, and Fall Creek Fish Ladder Restoration Project.

Water Master Plan and Condition Assessment, Big Bear City Community Services District, Big Bear City, CA. Project Manager. Conducted site visits and leveraged operator knowledge to document and address the maintenance and replacement needs of the current water system. Prepared detailed analysis of the District's infrastructure and conveyance system, as well as considered age and useful life. By the completion of the master plan, a comprehensive CIP will be developed that will be used to set annual budgets, establish rates and fees, prioritize improvements, and proactively prepare for future needs.

As-Needed Hydraulic Modeling Services, Otay Water District, Spring Valley, CA. Project Engineer. Provides as-needed services for computerized hydraulic models to manage the District's potable water distribution, recycled water distribution, and wastewater collection pipe networks. She provides modeling services to optimize current operations, evaluate potential improvement projects, and allow for planning of future developments.

Water Master Plan and Condition Assessment, Big Bear City Community Services District, Big Bear City, CA. Project Manager. Conducted site visits and leveraged operator knowledge to document and address the maintenance and replacement needs of the current water system. Prepared detailed analysis of the District's infrastructure and conveyance system, as well as considered age and useful life. By the completion of the master plan, a comprehensive CIP will be developed that will be used to set annual budgets, establish rates and fees, prioritize improvements, and proactively prepare.

Hydraulic Water Modeling, Carlsbad Municipal Water District, CA. Engineering Manager. Managed staff support services for hydraulic water modeling and development planning. Performing general model review and analysis of the existing system to help the City make informed decisions regarding potential changes to the system. Review of Feasibility Studies, Water Supply Assessments, and plan checks as needed to support the District's review and conditioning of proposed development projects. Approved will-serve letters based on supply available for specific parcels and developments.

Water Master Plan and Capital Improvement Plan, Casitas Municipal Water District, Ojai, CA. Project Manager. Conducted a condition-based assessment and developed a Water Master Plan for the new owner of the Ojai water system. Tasks include developing opinions of probable cost for recommended projects, evaluating production and consumption data to develop projections, and recommending improvements necessary to maintain a safe and reliable level of service. Developed, calibrated, and used a hydraulic model of the system in conjunction with GIS datasets to improve system operations and develop a CIP. Evaluating the capacity of the existing water system and identifying improvements to meet demands, including fire flow, of the current and future population.

Water Master Plan, City of Victorville, CA. Technical Advisor. Prepared a master plan to address both hydraulic capacity deficiencies and rehabilitation and replacement needs driven by aging infrastructure. The project included hydraulic modeling using InfoWater to evaluate capacity limitations, planning-level estimates of required capital spending each year based on system inventory and expected remaining useful life values, and a comprehensive 10-year Capital Improvement Plan.

System Mapping and GIS Database, San Antonio Water Company, Upland, CA. Project Manager. Led the creation of a GIS system mapping project. Analyzed and summarized information in the form of CAD drawings, system index maps, meter data, and billing information. Researched requirements and potential applications to use for implementing a mobile mapping system and compiled information in a technical memorandum.

Jeroen Olthof, MS, MBA, PE

Education

MBA, USC

MS, Civil Engineering, University of Washington

BS, Civil Engineering, University of Colorado Boulder

Professional Registrations

Professional Engineer - Civil, California, No. C58597

Professional Engineer - Civil, Oregon, No. C94671

Professional Experience

Jeroen brings 23 years of experience in planning, design, and management of water and wastewater infrastructure. He specializes in hydraulic modeling of pipe networks, feasibility studies, infrastructure condition assessment, and comprehensive master planning. His experience includes database development and integration of geographic information systems (GIS) with hydraulic models, recycled water customer databases, and asset databases. He has developed and maintained custom databases to track recycled water customers and generate reports for regulatory agencies and other stakeholders. He has also developed condition assessment programs and decision algorithms to support capital improvement planning and maintenance optimization. He has published several technical papers on hydraulic modeling and infrastructure condition assessment.

Representative Projects

Water Master Plan Update, Oak Lodge Water Services District, Oak Grove, OR. Hydraulic Modeling Lead. Preparing a Master Plan Update which will consider future water service commitments and build-out, including both area-specific water quality needs and system operations and maintenance priorities. The project includes constructing a new model from the District's GIS database, hydrant testing, and calibration of the completed model prior to using the model to identify and evaluate system improvements. Supply, demand, and storage data will be analyzed, projections developed, and recommendations made to address system deficiencies. The update includes development of an asset database to capture and track condition data for individual assets within the water system. The final update will include a capital improvement program.

Casitas Municipal Water District, Water Master Plan and Capital Improvement Plan, Ojai, CA. Hydraulic Analysis Lead. Conducting a condition-based assessment and developing a Water Master Plan for the new owner of the Ojai water system. Tasks include developing opinions of probable cost for recommended projects, and evaluating production and consumption data to develop projections and recommend improvements necessary to maintain a safe and reliable level of service. Developing, calibrating, and utilizing hydraulic model of the system in conjunction with GIS datasets to improve system operations and CIP development. Evaluating the capacity of the existing water system and identifying improvements to meet demands, including fire flow, of the current and future population.

Chino Basin Program, Inland Empire Utilities Agency, Chino, CA. Hydraulic Modeling and Decision Support Lead. Leading the hydraulic modeling and decision support portion of the PDR for the Chino Basin Program which will create a new, drought-resistant supply to the region. Through effective partnerships with State Water Project Contractors, the California Department of Water Resources (DWR) and the California Department of Fish and Wildlife, the project will develop new water supplies that will be stored in the Chino Basin Water Bank for ecological benefit in the Bay-Delta watershed. Responsibilities include evaluating the optimal way to connect new and existing facilities.

On-Call Engineering Services, West Valley Water District, Rialto, CA. Project Manager. Providing on-call civil engineering services to the District. Tasks have included developing a Recycled Water Master Plan, as-needed hydraulic modeling services, developing a water facilities feasibility study update for the Lytle Creek Ranch development, a comparative cost analysis for new Bunker Hill groundwater supply alternatives, and several water supply analyses for new developments for the District.

City of Victorville, Water Master Plan, Victorville, CA. Hydraulic Analysis Lead.

Preparing a master plan that will address both hydraulic capacity deficiencies and rehabilitation and replacement needs driven by aging infrastructure. The project includes hydraulic modeling using InfoWater to evaluate capacity limitations, planning-level estimates of required capital spending each year based on system inventory and expected remaining useful life values, and a comprehensive 10-year Capital Improvement Plan.

Baldy Mesa Water District, Water Supply Plan, Victorville, CA. Project Manager.

Prepared a water supply plan to address the high arsenic levels in the district's groundwater wells, which included evaluation of combinations of groundwater treatment and new surface water supply that could help the district meet future demands and the new federal arsenic limit of 10 ppb.

California American Water, Ambler Park Water System Master Plan, Monterey, CA. Project Manager.

Provided a facilities plan for the Ambler Park water system, which includes three wells, one water treatment plant, eight pressure zones, 10 miles of water pipeline in sizes ranging from 2 inches to 8 inches in diameter, seven remote water storage tanks, one hydro-pneumatic tank, five pumping stations, and three pressure regulating valves (PRVs). A hydraulic model of the system was developed using EPANET.

City of Riverside Public Utilities Department, Recycled Water Facilities Plan, Riverside, CA. Task Lead.

Developed a recycled water facilities plan. Developed a rational, cost-effective program of recycled water supply for integration with the city's existing potable and agricultural water supplies. Developed a database of potential use sites for conversion to recycled water and a hydraulic model of the proposed distribution system using H2OMap Water.

City of Santa Maria, Local Limits Study, Engineering Support. Developing updated local limits for industrial discharges within the City of Santa Maria's wastewater. Develop a sampling plan to characterize wastewater quality within the City's collection system and at the wastewater treatment plant. Utilized spatially allocated sewer model flows and an all-pipes collection system hydraulic model to identify representative collection system sampling locations for commercial and industrial customers. Developed and analyzed contaminant mass balances for the collection system and the wastewater treatment plant to identify the Maximum Allowable Headworks Loading (MAHL) and the Maximum Allowable Industrial Loading (MAIL).

City of Victorville, As-Needed Engineering Services, Victorville, CA. Senior Engineer.

Converted the H2ONet model to InfoWater and updated it to include new infrastructure. Through an on-call contract, completed Water Feasibility Studies to determine the demands, storage, pipeline size, and configuration needed for proposed developments. Developed a tool to track water supply and storage needs for the entire system and by pressure zone and quantify demands and storage capacity requirements for each project.

County of San Luis Obispo, Coastal Branch Capacity Assessment, San Luis Obispo, CA. Project Engineer.

Prepared a capacity assessment of the Coastal Branch of the State Water Project and the Chorro Valley Pipeline for the County of San Luis Obispo and the Central Coast Water Authority. Project includes developing a computer model of the pipelines using WaterGEMS GIS based hydraulic modeling software, developing various supply and delivery scenarios, and completing a comprehensive capacity assessment. The Coastal Branch facilities include more than 100 miles of pipeline varying in diameter from 60-inches to 33-inches, three (3) 100 cfs pump stations, multiple valve and hydraulic control structures, and nine (9) reservoirs varying in size from 3 to 6 million gallons. The Chorro Valley Pipeline includes 12 miles of pipeline varying in diameter from 16 to 12-inches.

Dylan Wade, PE, CCM

Education

BS, Civil and Environmental Engineering,
Brigham Young University,
Provo, UT

AA, Liberal Arts,
West Valley Community College,
Cupertino, CA

Professional Registrations

Professional Engineer - Civil,
California, No. C64044

Certified Construction Manager –
No. 5761

Professional Experience

Dylan is a professional engineer with more than 20 years of professional experience including structural design, resident engineering, construction management, project delivery and utility management. Dylan has served as Resident Engineer/Owner Representative on many large, high profile and multi-jurisdictional water resources projects including design and construction of intake facilities, water treatment plants, and major public works programs. These projects have been tremendous successes and some have won national recognition. He has been responsible for managing numerous projects from initial planning to finished product. His extensive utility experience enables him to solve problems from an owner's perspective, while his construction background and expertise in contract management facilitates successful project delivery.

Representative Projects

Cayucos Sanitary District, Cayucos Sustainable Water Project, Cayucos, CA. Program Manager. Dylan provided planning, design, and program management services a 1.2 mgd greenfield Water Resource Recovery Facility that will create a sustainable water source from a resource previously disposed through an ocean outfall. Dylan is currently serving as the Construction Manager for the project, which includes a membrane bioreactor and UV disinfection treatment processes for California Title 22 compliance, four pump stations, two tanks, and distribution piping. Previously, he evaluated the regulatory and permitting requirements of potential disposal and beneficial use alternatives and is coordinating with the Regional Water Quality Control Board for a new National Pollutant Discharge Elimination System (NPDES) permit.

California American Water, San Clemente Dam Removal and Carmel River Reroute Project, Monterey, CA. Construction Manager/Project Manager. Project included the re-routing and reconstruction of the Carmel River and removing the San Clemente Dam. This project is the largest dam removal project ever completed in California and required close coordination with Department of Water Resources Division of safety of dams. Project was implemented as a public-private partnership between California American Water, the California Coastal Conservancy, and the National Marine Fisheries Service using the design/build delivery method.

Beaver Water District Hardy Croxton Plant and Intake Facilities Expansion, Lowell, AR. Resident Engineer. The Intake project included a \$13.7 million drinking water intake, large diameter pipeline, and a chlorine feed building rehabilitation as part of a \$104 million program. The construction included drilling, blasting, rock anchoring, microtunneling, significant civil work, and underwater work in Beaver Lake. The project won several awards including Trenchless Technologies Project of the Year "honorable mention" and an Association of Building Contractors "National Award of Merit."

Lopez Lake Water Treatment Plant Upgrade, San Luis Obispo County, CA. Resident Engineer. \$15 million upgrade to the WTP. Upgrades included owner-procured membrane filtration, chlorine dioxide generation equipment, and significant SCADA modifications on an aging operational plant.

County of San Luis Obispo, CSA 10A Water Tanks, Cayucos, CA. Technical Advisor. Providing QA/QC oversight for the design of a new 210,000-gallon reservoir, and the demolition and replacement of another same-sized reservoir. Tasks included reviewing site grading and piping configurations and layouts for the project.

City of Pismo Beach, Well Condition Assessment, Pismo Beach, CA. Technical Advisor. Performing an evaluation of the City's two drinking water production wells, Well #5 and Well #23. The project includes an evaluation of specific capacity, well performance, plant efficiency, energy intensity trends, energy savings potential, condition of motor, pump, and electrical system, and improvement costs. WSC is coordinating with PG&E to obtain baseline data and subsidized pump testing. Results will be incorporated into a prioritized well capital improvement plan.

California American Water, Design of 300 Linear Feet of 8-inch mainline in Borchard Rd, City of Thousand Oaks, CA. QA/QC. Design of 300 linear feet of 8-inch mainline in Borchard Rd. The new pipeline will connect an existing turnout connection with Calleguas Municipal Water District to CAW's system. Project includes the preparation of design drawings and specifications and construction support services.

California American Water, Los Robles Tank #1 Replacement, City of Thousand Oaks, CA. Technical Advisor. Project includes the replacement of a 140,000 gallon bolted steel tank with a 400,000 gallon welded steel reservoir. WSC is managing the planning, permitting, and design and preparing the grading plans, demolition plan, and site piping plans. Tasks include scheduling and budget management, technical oversight over design, permitting coordination, overview of design documents, and contract administration.

Cayucos Sanitary District, Development of Conceptual Alternatives for the Treatment and Disposal of Wastewater. Project Manager. Performed initial data review of the wastewater treatment and disposal studies completed by the Cayucos Sanitation District (District and the City of Morro Bay. Hosted an Alternative Development Workshop with the District General Manager and members of the Board of the Directors to establish criteria for and to develop a preliminary list of conceptual alternatives. Evaluated and developed descriptions for four conceptual wastewater treatment and disposal alternatives that included potential facility locations, collections configurations, level of treatment considerations, O/M and capital cost estimates, disposal options, and key considerations for the future decision making process.

City of Pismo Beach, Five Cities Lift Station Replacement, Pismo Beach, CA. Technical Advisor. Preparing design plans and specifications for the upgrade to the City's Five Cities Lift Station and forcemain. Project includes lift station alternatives analysis, pump selection, design of new submersible duplex lift station with a design flow of 625 gpm, and design of new 2,200-LF forcemain. Coordinating with PG&E to obtain energy efficiency incentives. Managing geotechnical, environmental, and surveying work.

City of Morro Bay Cayucos Sanitary District Joint Powers Authority Wastewater Treatment Plant Upgrade Project, City of Morro Bay, CA. Project Manager. Owner's Project Manager for the development of a \$34 million wastewater treatment plant upgrade project with preliminary design complete, CEQA complete, Coastal Development Permitting efforts, and SRF funding anticipated.

Rehabilitation of the City of Morro Bay Lift Stations #2 & #3, Morro Bay, CA. Project Manager. Owner's Project Manager for the design, right-of-way negotiations, permit acquisition, and construction to replace two vintage wet well/drywell lift stations with wet well only facilities. Extensive dewatering and NPDES permitting was required to protect estuary and riparian habitats. Authored front-end documents to serve as a new standard for the City of Morro Bay.

Holly Tichenor

Education

BA, Journalism, University of Texas at Austin

Professional Affiliations

Oregon Association of Clean Water Agencies – Chair of Education and Outreach Committee; Taskforce Leader for ACWA Website Rebuild

PNCWA – Government Affairs Committee

California Water Environment Association

California WaterReuse

Water Environment Federation of Texas, WEAT – former Government Affairs; Chair of Membership

Georgia Association of Water Professionals, GAWP – Chair of Membership Committee; Member of Education Committee

Training

LUMA Institute, Human Centered Design Facilitation Certification (pending)

Communications Training, Say What You Mean - Interpersonal and Stakeholder Communications

Duarte Visual Story, Power and Structure of Story that Leads to Change and Alignment

Duarte Slide:ology, Transforming Presentations

Miller Heiman, Strategic Selling and Conceptual Selling

Dag Knudsen Presentation Development and Delivery

PSMJ, Project Management Bootcamp

Professional Experience

Holly brings 23 years of strategic planning and communications experience in the water and wastewater industries. She focuses on the value of effective water communications and is an advocate, creator, and supporter of strategic communications that advance clean water programs, projects, agencies / organizations, and initiatives. She is a project manager on some of the West Coast's most innovative recycled water and advanced water treatment programs, and has guided long-standing regional clean water agencies in strategic planning and rebranding initiatives. Her communications expertise includes training technical staff in relational and resonant visual communications. She has assessed stakeholder and community interests and tailored communications and brands to reach very unique and diverse communities across the Western U.S. Ms. Tichenor has been actively involved in industry-leading professional organizations, is a frequent presenter on water communications best practices, and is an Association of Clean Water Agencies Board Member and Chair of ACWA's Education Committee.

Representative Projects

Water Reuse Strategic Roadmap. Clean Water Services (CWS), OR. Project Manager.

CWS recognized the necessity of recycled water programs to offset impacts from climate change, population growth, regulatory changes, and the inherent need for more sustainable use of natural resources. CWS is positioned to not only demonstrate the potential for larger-scale recycled water use with a program of its own, but also to demonstrate one water leadership at the regional, state, and national levels. The CWS recycled water strategic plan will serve as model for Oregon recycled water program implementation. Our team is providing project management, workshop facilitation, and strategic plan framework development for the Reuse Roadmap. There is an emphasis on internal collaboration to bring multiple departments — watershed management, water reclamation, resource recovery, and regulatory compliance/policy — together to build the plan, remove any internal operational barriers, and identify capital program investments for execution. A critical success factor of the work includes integrating with the agencies existing strategic plan framework. Through our work, we are enhancing the development of frameworks and workshop approaches that support agency-wide strategic plan implementation.

IDDE Outreach Toolkit, Oregon Association of Clean Water Agencies (OR ACWA), OR. Project Manager. Stormwater pollution prevention and related education is a critical need, driven especially by stormwater permit requirements and clean water standards, throughout Oregon. WSC's team has worked with a multi-committee team / taskforce including stormwater, water quality and groundwater experts to improve the resonance of the information by developing a brand style and information graphics that blend with OR ACWA's brand. The suite of material includes 11 pieces: handouts, door hangers, equipment tags, flyers, posters, and radio / television scripts that support education and awareness of needed behavior change by targeted audiences. The suite of collateral is cohesive and supports agencies across the state in sharing important best practice information and improving water quality.

Lake Oswego-Tigard Water Partnership Technical Writer / Outreach Support. Worked with multiple stakeholders toward the end of the approval efforts, especially in development of West Linn Council presentations and briefing documents to support decision making on the land use approval for the Lake Oswego – Tigard Water Treatment Plant Expansion.

Integrated Water Management Brief, Kitsap County, Washington. Technical Writer / Outreach Coach. Guided concepts around communication to elected officials and public stakeholders on a new integrated water management approach in Kitsap County. The brief uses creative graphics and messaging that covers new ways the County is approaching water management to promote resilient and reliable water supplies, how a new reclaimed water facility is contributing to water supply goals, and how other near-term investments are providing an array of integrated water management options in the future.

On-Call Strategic Communications, San Elijo Joint Powers Authority, Cardiff by the Sea, CA. Project Manager. Providing on-call communications and outreach support to San Elijo Joint Powers Authority (SEJPA), a progressive wastewater and recycled water provider that serves multiple coastal communities. With a vision for renewed outreach, education, and an improved brand message and design, SEJPA began working with WSC to support a brand refresh, website and new brand guidelines. Additional tasks include an update of messaging and design of annual reports, content and design for construction and facility signage, and press releases announcing partnerships and milestones, policy presentations, recycled water outreach, as well as physical facility signs incorporating the new brand.

City of San Luis Obispo, Utilities Department Strategic Plan, San Luis Obispo, CA. Strategic Planning Facilitator. The City of San Luis Obispo's Utilities Department is currently updating the its Strategic Plan to achieve future goals, supporting its mission for stewardship and service to the community. The effort includes assessing the needs of the nine sections within the Department, including water, wastewater, water resources, and business operations, to define future needs, goals and initiatives for the future. Support has included: staff interviews, research and assessment of other leading Strategic Plans by recognized Utilities of the Future, communications and a strategic planning workshop with the Department's managers. As a result of the efforts, the Department will have a clear vision, and working framework to achieve performance goals and measure results.

Strategic Plan Facilitation and Design. San Bernardino Valley Municipal Water District (Valley District), San Bernardino, CA. Associate Manager and Facilitator. The Valley District hired WSC to help develop its first Strategic Plan to assist with an impending General Manager transition and to prioritize decision making for staff and the Board. The plan will drive focused investment in the region's evolving water needs, increased regulatory requirements, and risks associated with climate change and community growth. The plan will be robust enough to capture and distill their vision, while driving actionable, fiscally responsible priority setting. The workshops have achieved multiple outcomes: the experiences broke down barriers and built shared trust; the follow-up deliverables summarized achievements and articulated actions in a manner that kept the project moving; and each workshop has built on the last to create the Strategic Plan, which is currently in development.

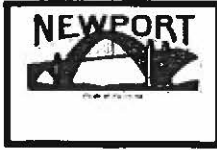
Water Supply Strategic Communications/Facilitation Support. Ventura Water, Ventura, CA. Project Manager. Ventura has historically relied on local resources for 100 percent of the water supply needs for the City of Ventura—yet shifting demand has put the City at risk of outpacing its local supply by 2035. After in-depth study and a 2016 pilot demonstration project, Ventura Water is moving forward with two proposed supply solutions. Leading communications team to earn critical stakeholder support at key project milestones. Our support includes advisement, translation of complex technical messaging into accessible public meeting presentations, development of collateral, talking points, op-eds, website content, and informational videos.

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AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Consultants of Record Agreements — Water Systems Consulting
Date: 6/2/21 Brown + Caldwell
HDR
Stantec Consulting Services

Statement of Purpose: Agreements for 3 years of consulting services. 4 agreements

Department Head Signature: [Signature]

Remarks, if any: David and CIS already reviewed,

City Attorney Review and Signature: David W. Allen Date: 6/05/2021

Other Signatures as Requested by the City Attorney: _____

	Signature	Name/Position
	Date:	
Budget Confirmed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
Certificate of Insurance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
City Council Approval Needed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Date: <u>5/17/21</u>	

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 6/4/2021

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 6/14/21

Date posted on website: 6/21/21

