

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

Engineer of Record

THIS AGREEMENT is between City of Newport, an Oregon municipal corporation (City), and Stantec Consulting Services, Inc., a Colorado 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 Stantec Consulting Services, 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,

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, 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

Dick Talley, PE
Oregon Area Manager
Stantec Consulting Services, Inc.
601 SW 2nd Ave
Suite 1400
Portland, OR 97204-3128
503-226-7377
richard.talley@stantec.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 disabled, 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 disabled 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.

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: 06/11/21

Stantec Consulting Services, Inc.:

By: 

Dick Talley, PE, PMP

Its: Vice President & Area Manager

Date: 20 April 2021

EXHIBIT A
CONSULTANT'S FEE SCHEDULE

STANTEC FEE SCHEDULE
City of Newport On-Call Agreement

Table 1: Professional Services Hourly Fee

Labor Classification	Project Billing Hourly Rate
Project Controls/Accounting/Admin	\$ 110.00
Designer	\$ 125.00
Staff Engineer (EIT)	\$ 150.00
Project Engineer (PE)	\$ 200.00
Project Technical Lead	\$ 245.00
Contract Manager or QA/QC	\$ 250.00

The above hourly rates are effective January 1, 2021 through December 31, 2021. Rates will be adjusted annually based on indices recognized by the City.

Table 2: Non-Salary Costs

ODC	Project Billing Rates
Subconsultants	At Cost plus 12%
Travel (Lodging, rental cars only)	At Cost
Vehicle Mileage	At Cost
Employee Expenses (meals, associated project costs, etc.)	At Cost
Health, Safety, and Equipment	Included in the Project Hourly Billing Rates

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.

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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

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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 disabled, 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 disabled 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.

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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: _____

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Its: _____

Date: _____

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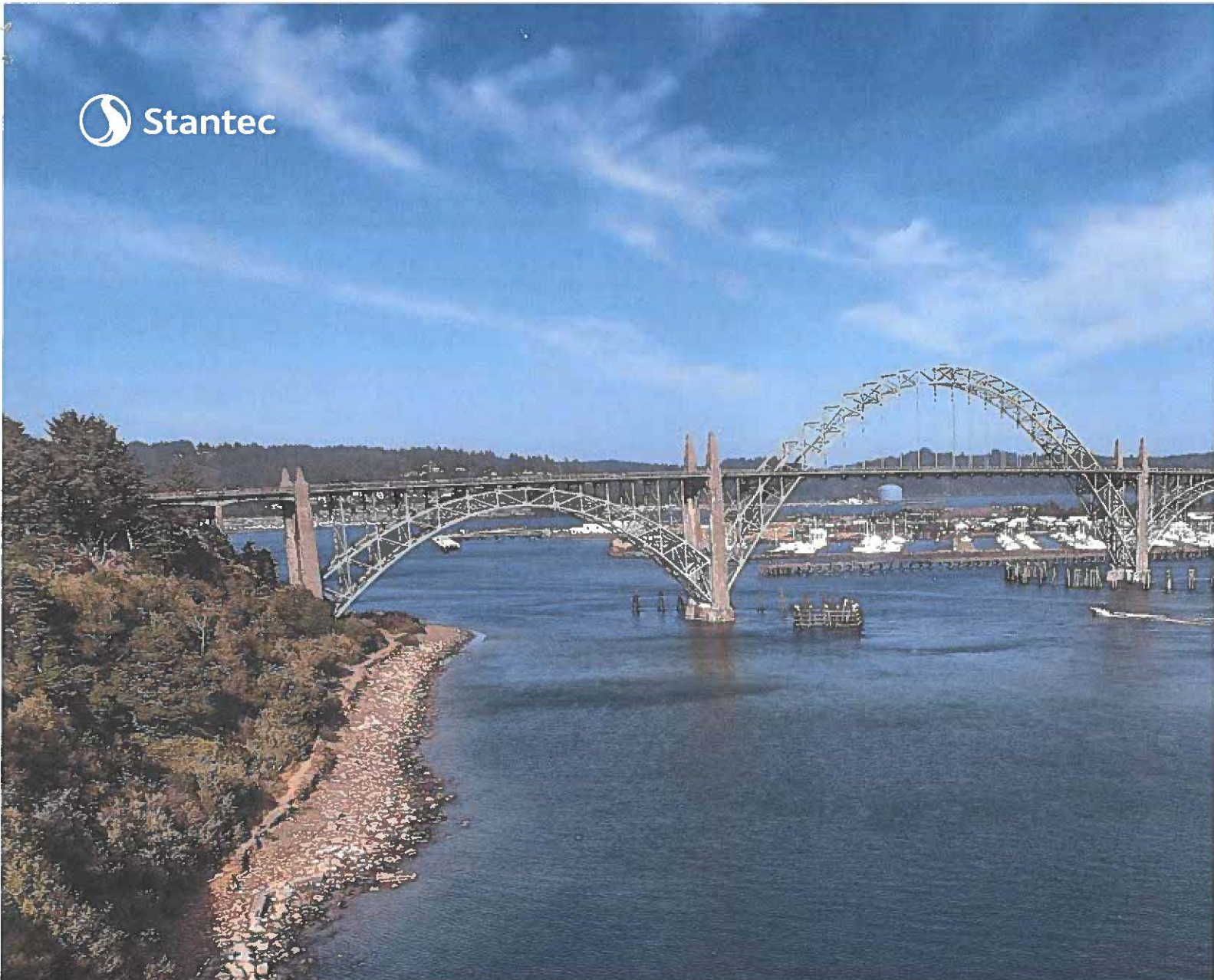
EXHIBIT B

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.



REQUEST FOR PROPOSALS CIVIL ENGINEERING, GEOTECHNICAL, STRUCTURAL, ARCHITECTURE, AND OTHER RELATED PROFESSIONAL SERVICES

Prepared for City of Newport
Prepared by Stantec

Date: December 15, 2020





**Stantec Consulting
Services Inc.**

601 SW 2nd Avenue,
Suite 1400
Portland Oregon
97204-3128

Office: 503-226-7377

Attention

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

Reference

Request of Proposals
for Civil Engineering,
Geotechnical, Structural,
Architectural, and Other
Related Professional
Services

Categories

Water Treatment
Water Distribution
Wastewater Collection

Tax ID Number

FEIN 11-2167170

Insurance Coverage

Stantec has the ability
to provide insurance
coverage:

- Commercial General Liability Insurance
- Professional Liability
- Commercial Automobile Insurance
- Workers' Compensation Insurance

Dear Chris and Members of the Selection Committee:

Stantec Consulting Services Inc. is excited to join the City of Newport (City) in a collaborative partnership in the area of civil engineering, primarily in the categories of **water treatment, water distribution, and wastewater collection services**. Stantec has successfully worked together with the City, and a number of western Oregon municipalities of varying sizes, over the past several years on a variety of projects that support the delivery of reliable and high-quality water and wastewater service to their customers. Helping our clients provide these valuable services fulfills Stantec's core principle to **design with community in mind**.

The team we have presented live and work in Oregon, and have a shared interest with the City and its community. This shared interest underpins our commitment to supporting the City in its mission. Our combined team offers these benefits:

- **Full-service capabilities and proven client commitment.** A large, global firm with a strong local presence, we bring diversity of expertise to support any water or wastewater system issue that may arise, complemented by a host of specialty subconsultants that can provide added value to the City. Our nationally recognized technical experts cover an array of disciplines, including water treatment and water quality, wastewater treatment and conveyance, pipelines, and pressure release valves, pump stations, and storage tanks. They can also support permitting, right-of-way, and environmental site assessments and investigations.
- **Responsive and Dependable Local Leadership.** Our contract manager, Dick Talley, and technical leads Bryan Black, Aaron Eder, and Heather Stephens all have valued working relationships throughout Oregon. Our clients attest to our ability to respond when needed, meeting challenging deadlines while working within your budget with efficient use of staff, every time.
- **Long and Cherished History in the Pacific Northwest.** Stantec has been in continuous operation in the Pacific Northwest since 1977, specializing in water treatment, distribution/transmission, pumping, and storage, and wastewater treatment, collection, and pumping during that time. Since the firm's Portland office opened in 1991, we have been instrumental in many local and regional water and wastewater projects, with numerous municipal clients throughout Oregon.

We realize that this important Request for Proposals (RFP) will attract other firms and teams, but we believe that Stantec has something unique to offer: **our unparalleled history of serving municipalities like yours, our proven ability to deliver projects of any size and complexity for the City and other municipal governments, and our commitment to leaving a positive legacy of service and integrity with our clientele.** We hope this is conveyed in our proposal, and we ask that you select Stantec as your partner.

As the Oregon area manager for Stantec's Portland office, Dick Talley is the point of contact for this contract and is authorized to represent Stantec in any negotiations and sign any contract that may result from this proposal. Should you have questions or need further information, please contact Dick at 503-220-5423.

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 - December 15, 2020.

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.

Contract Comments - Attachment A of RFP

We have reviewed your proposed RFP/contract terms and believe that should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you.

Respectfully,

Stantec Consulting Services Inc.

Dick Talley, PE, PMP—Oregon Area Manager
richard.talley@stantec.com | 503-220-5423

4.3.2 UNDERSTANDING AND APPROACH

Stantec acknowledges the City of Newport's (City) approach to this on-call contract for professional services for civil engineering, geotechnical, structural, architecture, and other related professional services. Moreover, we understand the desire for the selected firm to become an extension of your staff and to provide resources in a cost-effective and timely manner through a master services style of contract that will assign task orders with individual scopes of work on an "as-needed" basis determined by the City.

We are very familiar and adept at servicing these types of arrangements. Specifically, we are proposing we establish a point of contact for all project assignments through our contract manager, Dick Talley. In turn, Dick will be supported by three separate task managers for each of the three categories, **(1) WATER TREATMENT**, **(2) WATER DISTRIBUTION** and **(3) WASTEWATER COLLECTION**. These task managers will draw upon a composite team of professionals with unique skills necessary to complete the assigned tasks. This approach is graphically shown in our project organization chart on page 4 and more specifically described in the following sections for each category.

General Knowledge and Understanding of Common Approaches and Techniques Unique to Newport

WATER TREATMENT - After operating over the past eight years, the City's membrane water treatment plant experienced production problems last summer causing City-wide water restrictions. Increased water production and reliability is required to maintain the tourism and fish processing economic engines of Newport.

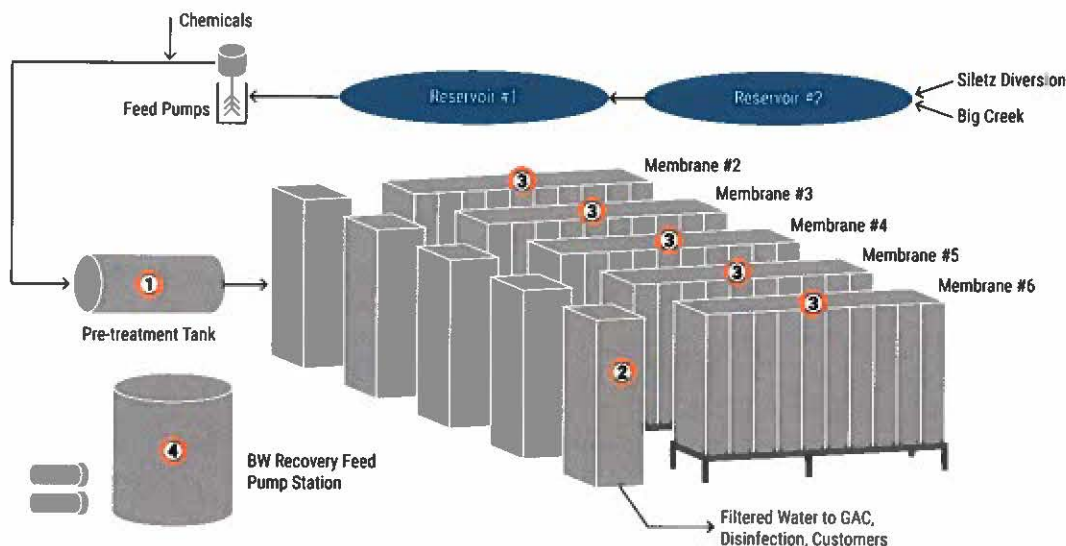
The raw water quality in the City's Big Creek reservoirs changed last summer and the membrane fouling rate increased significantly, causing the production problems. It has been known since 2010 that

thermal stratification of the reservoirs leads to anaerobic conditions in the bottom of the reservoir, causing the dissolution of manganese, iron, and phosphorus contaminants from the reservoir sediments into the City's raw water supply. Each of these contaminants increase the rate of membrane fouling/loss in production. At the end of last summer, the membrane cleaning procedures were changed to focus on more frequent/shorter duration cleanings – the plant was able to increase production and the membranes recovered their permeability.

To protect the City against future summer production problems, the membranes need to be protected against excessive manganese and organic fouling contaminants in the raw water. Fortunately, the existing plant is equipped to do this with minor changes. The existing pre-treatment tank can have manganese removal granular media installed to protect the membranes against manganese fouling. The membranes can be equipped with excess recirculation (XR) tubing and valves to allow increased coagulant dosing, removing organics, and protecting the membranes from organics fouling. With the expansion of the downstream sanitary sewer lift station that has recently been completed, the water treatment plant (WTP) no longer has stringent waste flow restrictions. This allows the dedicated backwash recovery membrane rack six to be re-purposed for primary production, increasing water production capacity. Also, the existing backwash recovery feed pump station can be re-purposed to recycle XR water back to the membrane feed header, saving the City the cost of building a new pump station.

Our affordable four-step plan to expand water treatment capacity and protect the plant from fouling is illustrated below. The expansion plan uses existing Newport treatment infrastructure to save the City money, while improving the reliability of summer water production to support tourism and fish processing.

NEWPORT WATER TREATMENT PLANT RESTORING CAPACITY



AFFORDABLE EXPANSION PLAN

ACTION

- 1 Install manganese removal granular media
- 2 Convert Membrane Rack #6 from backwash recovery to primary service
- 3 Install tubing and back pressure valve for excess recirculation (XR) of feed water
- 4 Repurpose BW recovery feed pump station

BENEFIT

- Decreases membrane fouling rate and required cleaning
- Increases capacity
- Allows increased coagulant dose, decreases membrane fouling rate and required cleaning
- Recycle XR water to membrane feed header, eliminates cost to build new pump station



Image - Metzger 498 N-S Fire Flow Improvements

WATER DISTRIBUTION - The 5.4-magnitude earthquake that occurred west of Newport in August 2019 was a recent reminder of what seismologists have long warned about – the Cascadia Subduction Zone (CSZ) earthquake and resulting tsunami. Damage to water pipelines is historically the primary reason for water system failures after an earthquake has occurred. The resulting water shortage for extinguishing earthquake-caused fire ignitions has resulted in excessive, life-threatening fires. Extended durations of water shortages have an adverse effect on business operations and having drinking water readily available is critical following seismic events for emergency operations facilities, hospitals, etc.

To protect the City against water system failures, its backbone system should be seismically resilient to provide adequate water supply following a CSZ event. Our team has successfully delivered projects like these using seismically resilient pipe materials, such as earthquake-resistant ductile iron pipe (ERDIP) for several Oregon municipalities, including Tualatin Valley Water District (TVWD) and Portland Water Bureau (PWB).

WASTEWATER COLLECTION - Like water systems, Oregon's coastal wastewater systems are especially vulnerable to earthquake-induced damage. Some of the inherent seismic vulnerabilities include large pipeline networks with numerous points of failure, facilities located near rivers vulnerable to liquefaction of alluvial soils, and systems highly dependent on other resources (such as power, transportation, chemicals, and skilled staff) to remain operational and to complete needed repairs. The challenging topography of coastal communities also requires extensive pumping—as with the City's 26 pump stations—all of which are critical to reliable system operation and protection of the environment.

Through vulnerability assessment and system planning, Stantec has helped communities like Newport identify key lift stations, river crossings, and components that could pose serious threats to public health and safety and plan response efforts and needed improvements accordingly.

Stantec's Approach to an Example Water Distribution Project

As requested in the Request for Proposals (RFP), Stantec selected a water distribution pipeline as an example project from which to highlight how key issues would be identified and addressed and summarize major tasks to be completed and resources proposed to complete the task.

Stantec's Approach to an Example Water Distribution Project	
Work Task No. 1	Water Distribution Main Alignment Routing Study and Design
Project	Selection of preferred routing for a new distribution main and design of the selected alternative.
Methodology	<p><i>Routing study would be performed in nine steps:</i></p> <ol style="list-style-type: none"> 1. Evaluate existing condition and capacity to define the problem. 2. Identify and describe several routing alternatives seen as potentially feasible. 3. Identify and describe options for pipe and fitting materials of construction. 4. Perform any special services required to fill in "data gaps," such as geotechnical, survey, corrosion analysis, and available rights-of-way and easements. 5. Develop advantages and disadvantages for each routing and materials of construction alternatives. 6. Prepare preliminary layout drawings illustrating each routing alternative. 7. For each feasible alternative, identify permitting requirements and timelines, as well as any other potential project obstacles to be overcome prior to construction. 8. Preliminary design - further describe concept of preferred alternative and define design criteria and document into a Basis of Design Report. 9. Attend decision making workshop with City stakeholders to select preferred alternative. <p><i>Design of the selected alternative would be performed in six steps:</i></p> <ol style="list-style-type: none"> 1. Walk the alignment to confirm there are no conflicts with existing driveways, hydrants, other utilities that may not have been located, etc. 2. Prepare and submit design documents to the City for review (60% design). 3. Meet with City staff to receive 60% design review comments. 4. Prepare 90% design documents, which would include profiles for the approved alignment. 5. Meet with City staff to receive 90% design review comments. 6. Prepare 100% final design documents.
Key Team Members	<p>Task Lead: Aaron Eder</p> <p>QA/QC: Mike Van Doorn</p> <p>Design Support: Weston Silva, Andrew Johnson, Tom Bailey</p>
Proposed Work Product	<p>A technical memorandum (TM) would be prepared, initially in draft form for review. Final TM would be submitted after decision making workshop. The TM will document all work completed in the first nine steps described above in the "Methodology" section.</p> <p>Following selection of the preferred alignment, the work products would be a series of deliverables that could include construction plans, specifications, and opinion of probable construction costs at the 60%, 90% design, and 100% final design stages, and additional reports as needed, such as geotechnical evaluations, permit applications, etc.</p>

Stantec's Approach to, and Methodology of, Managing Projects

Working as an extension of your team, we'll apply our experience and knowledge to provide you with projects that meet your needs and budget. Stantec utilizes a 10-point Project Management (PM) Framework (shown below) of best management practices for all projects, large and small. This system is consistent with Project Management Institute (PMI) methods and compliant with the International Organization for Standardization (ISO). Further, our project management systems are integrated and assist with resource management, budget monitoring, and on-time delivery. Our system provides accurate, real-time information, identifying project, resource, or schedule changes. At the onset of each work assignment, our contract manager and task lead will work with you to develop a detailed Project Implementation Plan (PIP) that will serve as the "road map" to guide our achievement of project objectives. Our PIP enables flexibility in project delivery by including procedures to update and adapt the PIP to changes in project assumptions or objectives, confirming that all changes, and their consequences, are fully understood and properly communicated before they are made.

The PIP will include a resource-loaded schedule, which defines the activities for the project, the sequence, and dependency of those activities, and who will work on each activity. This schedule forms the baseline against which cost, earned value, and staffing levels will be compared during project monitoring activities. Other features of the PIP include a communication plan, stakeholder registry, risk management plan (including an initial risk register), and quality control plan.

STANTEC PM FRAMEWORK

Prepare a **proposal** that includes a **Preliminary Project Plan** including scope, project budget, resources, deliverables, and schedule. Conduct and document an independent review of the final proposal.

Obtain **written instructions to proceed** and execute an **approved contract**. Obtain written subconsultant agreements (if applicable).

Prepare a **Project Plan** to an appropriate level of detail. Conduct and document an **independent review**.

Establish hard copy and electronic **project record directories** and file project records accordingly.

Complete a Health, Safety & Environment **risk management assessment** and documentation for all projects involving field work.

Monitor the **PM Dashboard** on a regular basis. Follow best practices for managing project financials, including time charges, work in progress (WIP), accounts receivable (AR), and estimates to complete (ETC).

Obtain the client's written approval on **scope of service changes** in a timely manner.

Conduct and document a **quality review** of all final deliverables prior to issue.

Conduct and document an **independent review** of all final deliverables prior to issue.

Close off the project **financials** and close out the **project files**.

Stantec Project Management Framework

Interaction of Stantec Team with City Staff

We recognize and respect that City staff members are busy. To fully support the City from project start to finish, we will assemble a team of seasoned veterans on each task order, to minimize the burden on City staff resources and to reduce the overall project schedule. To facilitate execution of task orders that may result from this contract, we will utilize a combination of face-to-face meetings, video conferences, or web conferences.

The City's staff will play key roles in supporting the successful delivery of this contract. This support will include attendance of the kickoff meeting and the workshops used to develop and refine alternatives. City staff will also coordinate with stakeholders in the form of communicating project developments and soliciting input used to make key decisions, and will actively participate in decision making processes throughout each project based on information provided by the design team. This coordination will be critical in providing a cohesive design that meshes seamlessly among the various stakeholders within the City. Once the design phase has been completed, City staff will lead the advertisement and bidding processes with Stantec's support through construction services.

City staff will work with our contract manager Dick Talley, who will lead our team to maintain consistency between task orders, bill rates, contract provisions, invoicing, and to serve as the client advocate in management and delivery task order and single point of communication for contractual matters, on tasks, and projects as they arise.

Stantec's Process for Managing Scope, Schedule, and Budget Issues

Scope - Change is inevitable with projects. The ability to effectively manage change is rooted in communication. Stantec's approach to change management begins with a clear, concise, and mutually understood scope of work and list of deliverables based upon a mutually agreed upon list of assumptions. From this baseline, we maintain a change log that documents new information; decisions made and needed; impacts to quality, scope, schedule, and budget (if any), and this log is available to all stakeholders. We know that if transparent and proactive communication is conducted in a timely manner, management of change becomes routine and a highly effective part of the overall project delivery.

Schedule - Stantec projects are managed in accordance with PMI principles. Once a scope and fee has been negotiated, Stantec will manage a task order by initially setting up a project execution plan and then implementing that plan. The plan will include a resource-loaded schedule, which will define the activities for the task order, the sequence of those activities, and identify who will work on each activity. Having a detailed, resource-loaded schedule as a baseline will allow the contract manager to review progress against the original plan and confirm that the task order will be delivered on time and on budget. The schedule will be updated on a monthly basis.

Budget - Stantec's project management system includes an Oracle-based project management and accounting system that provides real time tracking of expenses and labor hours, work in progress (WIP), and invoice status. In Section 4.3.4 we talk more on our ability to deliver projects on time and within budget.

"You guys have done a tremendous job getting us to the decisions we need quickly. Your team should be proud. It is very impressive."

– Jason Canady, Public Works Director, City of Grants Pass

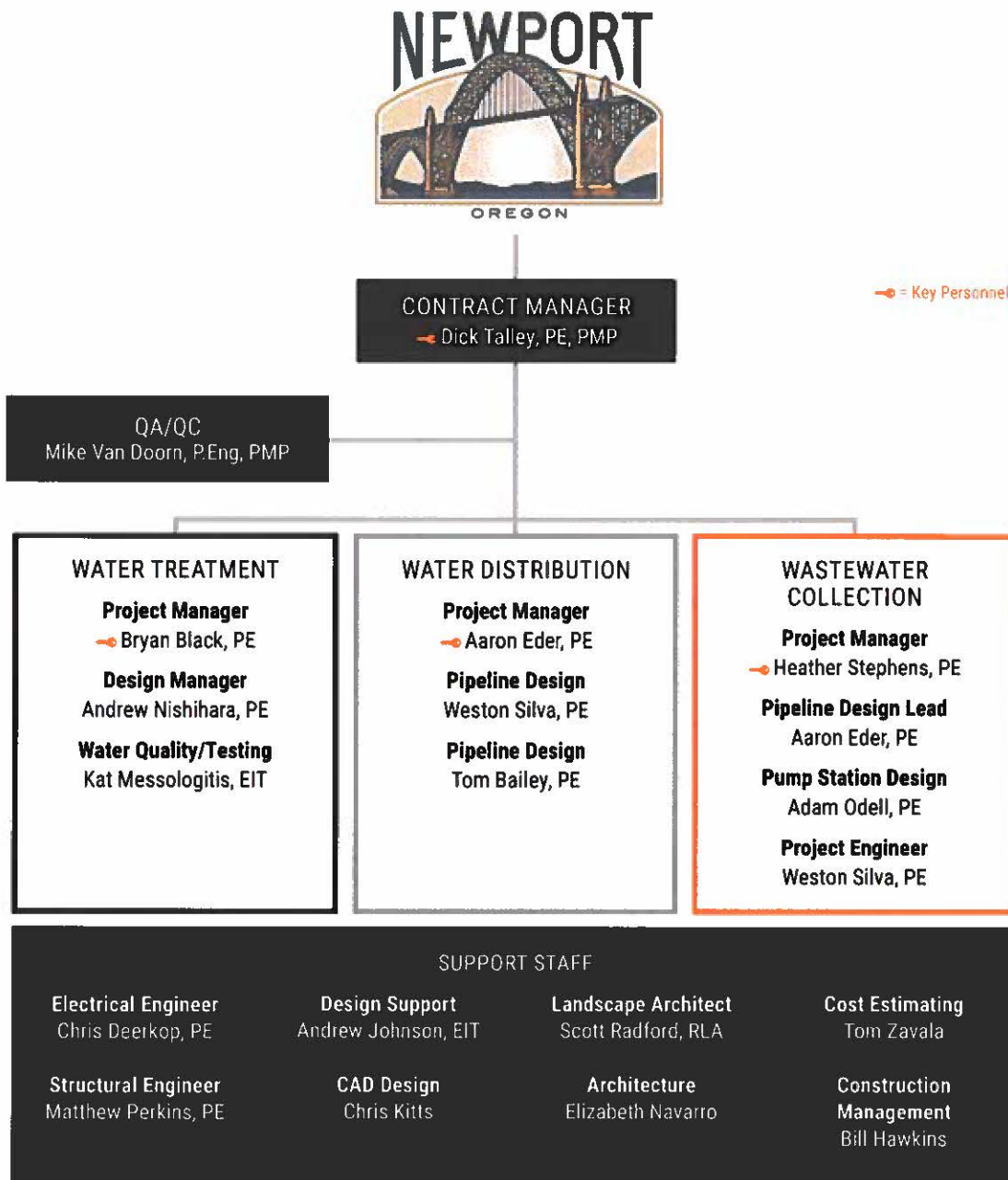
4.3.3 KEY PERSONNEL QUALIFICATIONS

Backing our numerous relevant projects presented in section three are our highly qualified team members that embody the management, technical knowledge, skills, and lessons learned gained from each of those challenging endeavors. The ideal partner for the City will have the technical skills and experience to help you answer key questions, the tools needed to help you make confident decisions, and the local resources and chemistry to move the project forward in an efficient manner. Led by our contract manager, **Dick Talley**, and project managers/task leads **Bryan Black**, **Aaron Eder**, and **Heather Stephens**, each team member was specifically chosen because they have prior, direct, and successful involvement in the design and construction of water facilities for public utilities.

Our Staff is the Key to Success

We are one team. Assembled of highly qualified, experienced, and passionate professionals, fully committed to the success of your project. We have provided the planning, design, and construction management of over 300 miles of pipeline throughout the Pacific Northwest and around the globe, and more than 250 water and wastewater facilities.

The organizational chart below presents the people you will see and work with throughout the life of this contract—people committed to partnering with the City—and summarizes the roles of our core team members. Our team's key personnel have been selected for their technical qualifications and their proven ability to work collaboratively and deliver superior service on projects of a scale and complexity similar to your projects. All key staff are committed for the full duration of the contract





Dick Talley
PE, PMP
Contract Manager

Education

BS/BSc, Civil Engineering, University of Wyoming

Registration

Professional Engineer #88473PE, State of Oregon
Professional Engineer #11942, State of Montana
Professional Engineer #PE 6110, State of Wyoming
Professional Engineer #50870, State of Washington
Professional Engineer #P-7740, State of Idaho
Project Management Professional

What Dick brings to the City

- Completed the planning, design and construction management of more than 95 miles of 24- to 60-inch transmission mains consisting of ductile iron, steel, PVC, RCP, FRP, and HDPE materials
- PMI-certified Project Management Professional with 34 years of project management experience
- Extensive experience effectively leading multidisciplinary teams of engineers, contractors, specialty subconsultants, owners, operators, regulators, and project stakeholders
- Managed major river crossings along the Willamette, Newberg, and Durham rivers supporting water and sewer collection systems

Over his 34-year career, Dick has gained experience with design development, bidding, procurement, construction oversight and management, alternate project delivery processes, engineering, and management for raw water supply, diversion and delivery projects, raw, finished and waste water pump stations, water and waste water treatment plants, storage, and collection/distribution system projects ranging in total project value from \$500,000 to \$150 million for cities and water districts.

Relevant Project Experience

- Willamette River Crossing | James W. Fowler Company - Project Manager
- Southside Interceptor Rehabilitation | City of Vancouver (WA) - Project Manager
- East Central Business District (ECBD) Trunkline Sewer Replacement | City of Bellevue - Project Technical Lead
- Meridian Pump Station Replacement | City of Beaverton - Project Manager
- Metzger 498 N-S Fire Flow Improvements | Tualatin Valley Water District - Project Manager
- Rosander Pump Station | Tualatin Valley Water District - Project Manager



Bryan Black
PE
Water Treatment
Project Manager

Education

MS, Environmental Engineering, University of North Carolina
BS, Civil Engineering, University of Texas

Registration

Professional Engineer #65179PE, State of Oregon
Professional Engineer #34367, State of Washington

What Bryan brings to the City

- 30-year history of successfully upgrading water treatment plants
- Expertise in membrane filtration, granular activated carbon, manganese removal, organics removal
- Familiarity with the Big Creek reservoir system
- Familiarity with the details of Newport membrane water filtration facility construction
- Alternative delivery construction methods to improve efficiency and quality

Bryan brings a 30-year history of delivering successful water treatment upgrade projects to meet client's objectives, including more than a dozen membrane filtration projects. He frequently works with the City's membrane supplier Pall Corporation to optimize the performance of their systems. For the City of Bend, Bryan optimized the Pall membrane process by designing an Excess Recirculation (XR) system, improving membrane performance under high solids loading conditions include elevated coagulant (aluminum chlorohydrate) dosing to remove naturally-occurring organic matter. Implementation of this system is recommended for the City of Newport to protect the membranes an increase summer-time water production. For the City of St. Helens, Bryan designed a membrane backwash recovery system that could be converted to primary production in the future. Similar to St. Helens, this is recommended for the City now that a downstream waste-handling lift station has been expanded. Converting Newport's Rack 6 provides additional capacity, while freeing up the Backwash Recovery Feed pump station for use in recycling XR water to the membrane feed header. Through projects for the American Water Works Association (AWWA) Water Research Foundation and the City of Woodburn, Bryan is also experienced with control of manganese in water reservoir systems and removal of manganese using specialized granular filtration media. Installation of specialized granular filtration media for manganese removal is recommended for Newport's existing pre-treatment tank to prevent fouling of the membrane filters by manganese.

Relevant Project Experience

Bryan has designed improvements to membrane water filtration facilities for more than a dozen projects. Many of these projects are in collaboration with Newport's system supplier, Pall Corporation; Newport Oregon; Bend, Oregon; St. Helens, Oregon; Lewiston, Idaho; Kennewick, Washington; Lake Dunstan, New Zealand; Bozeman, Montana; Butte, Montana; Kerrville, Texas; Ashland, Oregon; West Basin, California; Edmonton Alberta.



Aaron Eder
PE
Water Distribution
Pipelines Project Manager

Education

MS, Civil Engineering, Portland State University
BS, Civil Engineering, University of Washington

Registration

Professional Engineer #62653PE, State of Oregon
Professional Engineer #36345, State of Washington

What Aaron brings to the City

- Completed the planning, design and/or construction management of more than 40 miles of large diameter water transmission pipelines and 6 pipeline crossings worth more than \$300 million
- Well-versed in seismic design of both DI and steel water mains
- Industry expert extensively published in professional journals

Aaron is a principal and regional conveyance practice leader and has over 25 years of experience in municipal water and wastewater/stormwater pipeline and pump station design. Aaron's specialty is in the efficient performance of civil site design and pipeline design projects, these include pressure reducing stations, large-diameter conveyance, smaller diameter distribution and collection system mains, installed via traditional open-cut, as well as trenchless methods, including jack-and-bore, horizontal directional drilling, pipe ramming, and microtunneling. Throughout his career, Aaron has designed more than 14 pressure reducing and metering stations and more than 40 miles of pipelines for various municipalities in Oregon and Washington.

Relevant Project Experience

- Metzger 498 N-S Fire Flow Improvements | Tualatin Valley Water District - Project Technical Lead
- Southside Interceptor Rehabilitation | City of Vancouver (WA) - Project Technical Lead
- SW Scholls Ferry Road Water System Improvements | City of Beaverton - Project Technical Lead
- Lafayette Finished Water Transmission Main | McMinnville Water & Light (MW&L) - Project Technical Lead
- Highway 99 Water Main Replacement | MW&L - Project Technical Lead
- Willamette Blvd Bridge Main Replacement | Portland Water Bureau - Project Technical Lead
- Finished Water Transmission Main Phase 2 | MW&L - Project Technical Lead
- Willamette River Crossing | James W. Fowler Company - Project Technical Lead



Heather Stephens
PE
Wastewater Collection
Project Manager

Education

MS, Civil Engineering, University of Washington
BS, Civil Engineering, Harvey Mudd College

Registrations

Professional Engineer #58599, State of Oregon
Professional Engineer #44916, State of Washington

What Heather brings to the City

- 25-year career focused on municipal wastewater infrastructure, including leading more than a dozen projects providing collection system modeling and analysis, open cut and trenchless pipeline design, pipe rehabilitation, and pump station design
- Heather is highly regarded for her ability to work with project teams, communicate challenging issues effectively, and successfully integrate efforts on large, complex projects

Heather is the Pacific Northwest Wastewater Practice Leader for Stantec. She has 25 years of experience in the planning and design of wastewater conveyance and treatment systems serving public utilities throughout the western United States. With a focus on municipal clients with aging and undersized wastewater collection systems, Heather has completed dozens of projects involving the condition assessment and capacity analysis of collection system assets, pump station planning and design, and design of pipelines ranging from 8-inch sewer rehabilitation to 11,000 lineal-feet (LF) of 60-inch interceptor. She has completed projects using a variety of delivery methods, including conventional design bid build, CM/GC, and progressive design build.

Relevant Project Experience

- Multiple Projects, Large-Scale Sewer Rehabilitation Program | City of Portland - Project Manager
- Upper Tualatin Interceptor and Siphon Improvements | Clean Water Services - Design Team Project Manager
- North Bethany Interceptor Design | Clean Water Services - Project Manager
- Kellogg Influent Pump Station Expansion | Clackamas Water Environment Services - Project Manager
- Sewer System Comprehensive Plan | City of Vancouver - Project Manager
- Sanitary Sewer Evaluation Plan | City of Gresham - Project Manager
- Broad Oak Pump Station Upgrade | Clean Water Services - Project Manager

4.3.4 CONSULTANT TEAM REFERENCES AND PAST PERFORMANCE

Similar Projects with Other Agencies

We continue to serve under several on-call water contracts throughout Oregon, providing traditional utility system services. Under these contracts, we have successfully completed or are in the process of completing numerous projects for cities and agencies, such as Beaverton, Grants Pass, Vancouver, Clean Water Services, Portland Water Bureau, McMinnville Water & Light, and Clark Public Utilities.

The City will benefit from having Stantec under an on-call agreement because of our:

- Dedicated, local team with strong technical expertise and project management skills
- Clear organizational structure with a single point of contact for all specified service areas
- National experts with local Oregon experience who will advise and provide quality assurance/control reviews

WATER TREATMENT



Water Treatment Plant Upgrade and Expansion – City of Wilsonville, Wilsonville, Oregon (Ongoing)

Key Team Members: Bryan Black (Project Manager), Aaron Eder (Project Technical Lead), Andrew Nishihara (Lead Process Engineer), Katerina Messologitis (Process Engineer)

Stantec is assisting the City's of Wilsonville and Sherwood Oregon with the upgrade and expansion of its Willamette River Water Treatment Plant. The Willamette River is a challenging water source with a range of potential contaminants to address. The project includes upgrades to the pre-treatment systems, such as ozone oxidation to remove contaminants prior to filtration. Many project elements are focused on improving plant operations, such as chemical feed upgrades and replacement of obsolete electronic controllers. Reliability will be improved through electrical feed replacements along with a new 2 MW standby power generator. The expansion will be achieved through raw water and finished water pump station expansions. Baffles will be installed in the existing below-grade clearwell to increase chlorine disinfection capacity. A filtration pilot study and full-scale stress testing of the Actiflo high rate clarification systems are being performed in collaboration with the Oregon Health Authority to increase process capacity through existing treatment infrastructure, to save the owner millions of dollars. This project is being completed with a high degree of collaboration with the owner, its contracted operations group Veolia, and the CM/GC contractor.

Water Treatment Plant and Pump Station – Lake Oswego-Tigard Water Partnership Lake Oswego, Oregon (2016)

Key Team Members: Dick Talley (Project Manager), Bryan Black (Process Evaluation/Optimization), Adam Odell (Lead Civil), Andrew Nishihara (Design Support), Katerina Messologitis (Tracer Study)

Stantec provided engineering design and services during construction of the Lake Oswego Water Treatment Plant, which resulted in doubling capacity from 16 mgd to 38 mgd. The award-winning project upgraded pre-treatment to improve water production, operating efficiency, and filtration performance. The design and construction were carefully sequenced to keep existing facilities fully operational throughout construction, requiring very close coordination with existing plant operations and staff. The 26,500 gpm finished water pump station utilized vertical turbine centrifugal pumps equipped with variable speed control to provide hydraulic flexibility under a wide range of hydraulic conditions beginning at today's peak demand with flexibility to meet future peak hour. The pump station has premium efficiency motors, maintains a constant discharge pressure, and is designed with access for safe equipment maintenance.



Water Treatment Plant Upgrade and Expansion – City of Grants Pass, Oregon (Ongoing)

Key Team Members: Dick Talley (Project Manager), Andrew Nishihara (Project Technical Lead)

Stantec is assisting the City of Grants Pass with its Water Treatment Plant and Upgrade project. The water treatment plant is aging and has seismic vulnerabilities. We prepared a facility plan to optimize operation and identify needed capital improvements; completed a clearwell tracer study that resulted in water quality improvements; optimized backwashing and installed new solids handling systems; and performed pilot testing to gain Oregon Health Authority approval of higher filtration rates. Additional water treatment plant upgrades and expansion are continuing through Stantec's role in the progressive design build delivery process. During this phase, Stantec assisted the City in analyzing and obtaining council approval for the delivery method, the process and sizing selection, and site selection for WTP improvements. Improvements include upgrade to the existing intake, new high rate clarification, new ozone pretreatment/disinfection, new deep bed granular media filters, a new clearwell, and solids handling improvements. The initial capacity of improvements will be 22.5 mgd, expandable to 45 mgd.

WATER DISTRIBUTION



South West Scholls Ferry Road Water System Improvements – City of Beaverton, Oregon (2019)

Key Team Members: Dick Talley (Project Manager), Aaron Eder (Project Technical Lead)

Under an on-call contract similar to the City's, Stantec was selected for this fast-track design effort for approximately 1,000 feet of open-cut, 16-inch ductile iron (DI) suction and discharge finished water transmission pipelines in advance of the Meridian Pump Station. By quickly forming a small and efficient design team, Stantec was able to complete design documents so the project could be bid and constructed in advance of Washington County's proposed overlay of SW Scholls Ferry Road in 2019.



Lafayette Finished Water Transmission Main – McMinnville Water & Light (MW&L), McMinnville, Oregon (2020)

Key Team Members: Dick Talley (Project Manager), Aaron Eder (Project Technical Lead)

In March 2019, after years of discussion and negotiation, MW&L and the City of Lafayette executed a water purchase agreement. MW&L will sell up to 500 gpm of surplus water to the City. Before water can flow to Lafayette, an intertie connecting the two systems needed to be constructed.

The proposed intertie consists of approximately 7,500 feet of 28-inch HDPE finished water transmission main. The alignment is located entirely within the Highway 18 right-of-way and crosses an unnamed tributary to the Yamhill River.

Metzger North-South Fire Flow Project – TVWD, Tigard, Oregon (2020)

Key Team Members: Dick Talley (Project Manager), Aaron Eder (Project Technical Lead) Tom Bailey (Pipeline Design)

The project consists of nearly 10,000 feet of 16-inch and 12-inch DI finished water transmission main along the eastern edge of the 498 Pressure Zone in the Metzger Service Area. 700 feet of the alignment consists of 16-inch earthquake-resistant DI pipe along a higher-risk portion. The project began with an evaluation of three

alignment alternatives and associated environmental permitting and land ownership assessment. The design scope included surveying, geotechnical investigations, environmental permitting, and Oregon Department of Transportation permitting for crossing Highway 99W in Tigard. Project drivers include offsetting fire flow deficiencies in Metzger 498 and 426 Pressure Zones, providing greater seismic resiliency, and replacing aging infrastructure to provide reliable, long-term service.

WASTEWATER COLLECTION

Southside Interceptor Rehabilitation – City of Vancouver, Vancouver, Washington (2018)

Key Team Members: Dick Talley (Project Manager), Aaron Eder (Project Technical Lead - Pipelines), Heather Stephens (Review), Adam Odell (Lead Civil)

In 2016, a condition assessment was performed on a segment of the Southside Interceptor, a 42-inch concrete sewer pipe along Port Way south of the City's Westside Wastewater Treatment Plant (WWTP). The condition assessment revealed that the Southside Interceptor presented a high risk exposure and displayed signs of advanced corrosion and deterioration. Due to the critical service provided by this interceptor pipe, the high consequences associated with a potential sewer failure in the vicinity of the active railroad and the deteriorated condition of the pipe, the City chose to rehabilitate the portion of the interceptor from Manhole 1306 in Port Way to Manhole 4550 in the WWTP site, a distance of approximately 2,214 feet. Stantec provided an evaluation of rehabilitation alternatives and design services during construction services for the project.



East Central Business District (ECBD) Trunkline Sewer Replacement – City of Bellevue, Washington (2016)

Key Team Members: Dick Talley (Technical Lead)

Stantec provided preliminary design, detailed design, and engineering services during construction for the City of Bellevue's ECBD sewer trunkline replacement. The project included replacement of the existing pipe with 1,800 LF of new 30- and 42-inch gravity sewer pipe in the busy 112th Avenue corridor in Bellevue. Challenges included coordinating with multiple stakeholders, anticipating the service needs for Sound Transit's proposed light rail lines, and integrating upgrades with the downstream Bellefield Pump Station and Wilburton Sewer Upgrades. The existing 25-foot-deep sewer will be covered by an additional 20 feet of road fill by Sound Transit in a future light rail project, requiring unique design features to provide corrosion protection and extended life for the new system. Given the depth of cover, trench loadings and desire to provide for an extraordinary design life, pipe alignment, backfill considerations and pipe materials

selection were very critical. The evaluation included deflection resistance, corrosion resistance, flow characteristics, installation and backfill requirements, regional availability, and cost. Fiberglass reinforced Plastic Pipe (FRP) was chosen as the pipe material that offered the most benefit to the City.

Midlakes Pump Station – City of Bellevue, Washington (2019)

Key Team Members: Chris Deerkop (Electrical Engineer), Tom Bailey (Construction Support)

The Midlakes Pump Station project involved final design of a new wastewater pump station to replace the existing 800-gpm capacity pump station, increasing pumping capacity in preparation for the increased flow projections associated with the Bel-Red corridor re-zoning. This project resulted in a new facility that will convey 1,700 gpm during peak wet weather and 1,200 gpm peak dry weather flow. The project involves a 12-foot-diameter wet well, three submersible pumps, buried valve and meter vaults, a control building, and a standby generator. The pump station is located on City-owned property and includes a new access road, challenging groundwater conditions, coordination with adjacent industrial users, and architectural design to coordinate with future development of the surrounding City property as a public park. Stantec provided preliminary design, siting, and final pump station design, including provisions for future odor control if necessary. Our team also coordinated closely with City maintenance staff to assure the new pump station provided a desirable layout for future City park facilities, while maintaining access for maintenance crews and emergency personnel.

City engineering and operations staff, along with construction contractors. One collaboration tool we use is 3D design that allows City staff to effectively review the design and provide input prior to construction. Our water treatment projects include alternative delivery, such as the CM/GC project with Wilsonville and the progressive design build membrane filtration upgrade with City of Lewiston (Idaho). All of our projects include facility startup and operator training to transition effectively to City operations.

WATER DISTRIBUTION

Our team has the experience necessary to provide proper analysis and sound pipeline design solutions to address challenges involving hydraulics, transient conditions, constructability concerns, cost efficiency, telemetry and control, corrosion control, permitting, and risk issues in all types of pipeline designs – open-cut, horizontal directional drilling (HDD), auger boring, pipe ramming, and other trenchless construction techniques. Some additional approaches/techniques used in water pipeline design include:

- **Pipeline materials and diameters** - Pipeline design requires knowledge and experience with traditional materials, including DI and welded steel, as well as nonferrous materials, such as PVC, fusible PVC, and HDPE.
- **Adverse conditions** - Stantec has successfully designed pipelines under some of the most adverse conditions—surface congestion, complex geologic conditions, underground utilities, rugged terrain, unstable or corrosive soils, and multiple river and creek crossings.
- **Constructability reviews** - Our design team utilizes Stantec's in-house construction management staff to perform constructability reviews, provide input to our designers, and perform construction phase services. With their expertise, we provide unique value to our clients by delivering practical, easy to-construct designs – combined with real-time construction cost-estimating – to help keep construction costs down.
- **Non-technical issues** - Beyond the technical requirements of pipeline design, preliminary engineering includes careful strategic planning of new pipeline alignments in conjunction with existing pipelines. By making smart design decisions, we can achieve overall system flexibility, resolve encroachment and easement concerns, and limit impact to regulated lands. We will address:
 - Clearing and grubbing
 - Pipe delivery and staging
 - Construction equipment access
 - Disinfection and disposal of dechlorinated water
 - Traffic access/management

WASTEWATER COLLECTION

Stantec's experience allows our team to provide the City with the full range of services required to maintain reliable wastewater collection system capacity and operation. Collection system planning, condition and vulnerability assessment, design, and rehabilitation, must consider the unique requirements of both the coastal region and the large industrial dischargers and tourist influence that impact the City's system.

Many of the approaches and techniques used in wastewater collection system design are similar to those outlined for water distribution systems – selecting pipeline materials, designing under adverse conditions, and considering planning for the most cost-effective construction method are critical for sewer design projects. In addition, our team offers capabilities specific to the needs of wastewater collection system planning and design:

- **Sewer modeling experience for sound decision-making** - Our team has expertise in a variety of sewer models, including InfoSWMM. We can work with City staff to collect and analyze flow monitoring data, recommend additional data collection, and incorporate local climactic conditions, and evaluate the potential impacts of changes in storm intensity, duration, and frequency to appropriately size new infrastructure.

Specific Experience Demonstrating Stantec's Understanding of Design and Construction Oversight of On-Call Task Order Projects

Stantec has extensive experience with on-call contracts like yours, and we understand how to deliver them effectively. The experience of our team includes previous on-call and roster contracts with MW&L, TVWD, PWB, Clark Public Utilities, and the Cities of Beaverton, Grants Pass, and Vancouver (Washington). As it relates to the three categories we are submitting on, specific experience needed to execute these types of projects is summarized in the following narratives. This experience is crucial in successfully executing the projects on time and within budget.

WATER TREATMENT

Stantec is a nationally recognized leader in the design and construction oversight of water treatment improvements and has delivered more than 15 water treatment plant expansions in Oregon than any other consultant. Our local water treatment history started in the mid-1990's with design of the 65 MGD expansion of the Joint Water Commission WTP in Forest Grove Oregon. More recently, we completed the award-winning Lake Oswego-Tigard Oregon WTP expansion (38 MGD completed 2018) using the latest treatment technologies to efficiently produce drinking water from the Clackamas River.

Stantec maintains and invests in the multiple specialized engineering and architectural disciplines necessary to successfully design and oversee construction of membrane filtration water treatment improvements. Our water resources group is experienced in understanding reservoir water quality changes and control of manganese in reservoirs using dissolved oxygen. Our treatment group is experienced in removal of manganese and organic matter from raw water using specialized granular filtration media and also membrane filtration coupled with backwash recovery and excess recirculation. We complete our projects in collaboration with

- **Extensive condition assessment capabilities** - Stantec has experts in pipe and manhole condition assessment, and experience applying a wide range of rehabilitation technologies. This allows the City to get the highest possible value from existing assets that are appropriately sized to meet future needs.

Ability to Deliver Projects on Time and within Budget

We understand tight municipal budgets and the rigorous process involved in public projects. We know that budget and schedule are often the primary measures of project success, so we continuously supervise these metrics. Stantec's project management system includes an Oracle-based project management and accounting system that provides real time tracking of expenses and labor hours, WIP, and invoice status. This system "red flags" any project aspects that may be off plan, based on

schedule and budget inputs provided (and updated) by the Dick Talley. Each month, the contract manager will submit a project status report to the City, which summarizes and documents the project status information discussed informally each week. This information provides the City with an accurate account of what has been done, where the project stands, and what is needed to complete the project.

Our project management approach establishes cost control strategies to keep project costs within budget. A well-defined scope and adherence to the project work plan are the first elements of effective cost control. We will follow these up with timely budget information, earned value review, and transparent change management and project control tools. These will be updated at least monthly throughout the life of the project or as frequently as weekly for fast-track projects.

Client	Project Name	Contact	Phone
City of Lake Oswego	Water Treatment Plant and Pump Station	Kari Duncan	503-697-6588
City of Wilsonville	Water Treatment Plant Upgrade and Expansion	Mike Nacrelli	503-570-1540
City of Grants Pass	Water Treatment Plant Upgrade and Expansion	Jason Canady	541-450-6111
McMinnville Water and Light	Lafayette Finished Water Transmission Main	James Burke	503-435-7682
City of Beaverton	South West Scholls Ferry Road Water System Improvements	Sheila Sahu	503-350-494
Tualatin Valley Water District	Metzger North-South Fire Flow Project	Andrew Barrett	503-848-3091
James W. Fowler Company	Willamette River Crossing	John Fowler	503-623-5373
Portland Water Bureau	Willamette Boulevard Bridge Main Replacement	Ryan Nelson	503-823-7140
City of Vancouver (Washington)	Southside Interceptor Rehabilitation	Sheryl Hale	360-487-7151
City of Bellevue Utilities	East Central Business District (ECBD) Trunkline Sewer Replacement	Jay Hummel	425-452-4160
City of Bellevue	Midlakes Pump Station	Vanaja S. Rajah	425-452-4881

4.3.5 FEE SCHEDULE

Billing Rate Information

Stantec has prepared this "Billing Rate Information" for the City of Newport. Employees that may be used under this On-Call Agreement will fall within six classifications. As presented in the "Cost Proposal Table: Personnel Classification and Billing Rate" section below.

Date Billing Rates are Valid

These hourly billing rates are valid from January 1, 2021 to December 31, 2021. After December 31, 2021, rates will be adjusted annually based on indices recognized by the City.

Non-Salary Costs

Reimbursement for direct expenses, as listed below, incurred in connection with project work, will be as follows:

- Reimbursement for subconsultants will be cost plus 12%
- Travel beyond a 100-mile radius of Portland, document reproduction costs, and mileage costs directly attributable to the work, and approved reimbursable direct costs will be at cost (without mark-up)

Compensation for subconsultant will be limited to the same restrictions imposed on Stantec.

Cost Proposal Table: Personnel Classification and Billing Rate

Administration	\$110
Designer	\$125
Staff Engineer (EIT)	\$150
Project Engineer (PE)	\$200
Project Technical Lead or Task Lead	\$245
Contract Manager or QA/QC	\$250

No additional support material has been provided.





**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
Date: 6/2/21

Water Systems Consulting
Brown + Caldwell
HDR
Stratex Consulting Services

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

Department Head 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: _____

Name/Position
Date: _____

Budget Confirmed: Signature
Yes ☒ No ☐ N/A ☐

Certificate of Insurance Attached: Yes ☒ No ☐ N/A ☐

City Council Approval Needed: Yes ☒ No ☐ Date: 5/17/21

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: 6/14/2021

Date posted on website: _____

6/21/21

