Request for Proposal

QUALIFICATION-BASED SELECTION (QBS) PROCESS

For

CONSULTING SERVICES TO DESIGN

THE ROBERT A. DUFF WATER TREATMENT PLANT

65 MGD FLOCCULATION & SEDIMENTATION

BASIN EXPANSION

CIP 20-12 (323)

Proposal Closing:

DATE: Tuesday, May 1, 2012
TIME: 3:00 p.m., Local Time
PLACE: Medford Water Commission Office

Medford Water Commission
200 South Ivy Street – Room 177
Medford, Oregon 97501
Telephone: 541-774-2440 Fax: 541-774-2555
www.medfordwater.org
REQUEST FOR PROPOSAL

Notice is hereby given that the Medford Water Commission (MWC), by and through its Board of Water Commissioners, will receive sealed proposals until 3:00 p.m., Local Time, Tuesday, May 1, 2012 at the Medford Water Commission office, 200 South Ivy Street – Room 177, Medford, Oregon 97501, for the following services:

CONSULTING SERVICES TO DESIGN THE
ROBERT A. DUFF WATER TREATMENT PLANT
65 MGD FLOCCULATION & SEDIMENTATION
BASIN EXPANSION
CIP 20-12 (323)

This solicitation and selection will be conducted using the Qualification Based Selection (QBS) process. Proposals received after the time established for receiving proposals will not be considered. Facsimile (FAX) or e-mail proposals are not acceptable. Each proposal must contain a signed Proposal Submission/Resident Bidder Form.

A set of such Request for Proposal (RFP) documents may be obtained from the MWC office, 200 South Ivy Street, Room 177, Medford, Oregon 97501, by calling (541) 774-2440, or from the website: www.medfordwater.org. Packets obtained from other sources are not valid documents.

A mandatory pre-proposal conference and site tour for all firms interested in submitting a proposal will be held from 1:30 p.m. to 4:30 p.m., Tuesday, April 10, 2012 at the Robert A. Duff Water Treatment Plant, 8301 Table Rock Road, White City, Oregon, to provide additional information and to answer questions about the proposed services, Commission expectations, and the evaluation process. Additional site visits will not be accommodated relating to this RFP. Statements made by the MWC’s representatives at the meeting are not binding upon the MWC unless confirmed by Written Addendum.

MWC will notify proposers electronically of any addenda and the addendum(a) will be available only on the website. Each proposal must contain a statement as to whether the Proposer is a resident, as defined in ORS 279.029.

Sealed proposals are to be sent to Medford Water Commission, Attention: Eric C. Johnson, PE, Principal Engineer, 200 South Ivy Street – Room 177, Medford, Oregon, 97501. MWC may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any and all proposals upon a finding of MWC that it is in the public interest to do so. MWC also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth herein.

Dated this 23rd day of March 2012.

BOARD OF WATER COMMISSIONERS
CITY OF MEDFORD, OREGON

[Signature]
Larry Rains, P.E., Manager

REQUEST FOR PROPOSAL
65 MGD FLOC/SED - DESIGN
CIP 20-12 (323)
CONSULTING SERVICES TO DESIGN THE
ROBERT A. DUFF WATER TREATMENT PLANT 65 MGD
FLOCCULATION & SEDIMENTATION BASIN EXPANSION

CIP 20-12 (323)

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Exhibit C – Proposal Submission/Resident Bidder Form

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I. INTRODUCTION

A. General Information
The Medford Water Commission (MWC) is requesting proposals from multi-disciplinary Design Teams headed by qualified, licensed, professional Engineers to provide Planning, Design, and Construction Support Services for the evaluation and design of a 65 MGD target expansion to the Flocculation & Sedimentation (Floc/Sed) facilities for the Robert A. Duff Water Treatment Plant in White City, Oregon. MWC will complete a Request for Proposal (RFP) process to select the most qualified Design Team from among those firms that submit proposals according to the requirements of this RFP.

When selected, the Design Team will work with MWC staff to evaluate hydraulic and process requirements, and develop the best approach to pre-filtration processes and design criteria. The anticipated scope of work includes, but is not limited to: review, verification, and updating of analysis in the August 2008 Robert A. Duff Water Treatment Plant Facility Plan relating to selected pre-treatment processes; implementation of pre-design directives into a process design scheme, workshop coordination, production of design plans and specifications for the purposes of construction, bidding services, and construction support services.

B. Proposer Registration
Persons who obtain a RFP document online, and wish to receive electronic notification of addenda for this RFP, must register with MWC by returning the Fax Back form attached to this RFP as Exhibit D. The registration must include the Person’s name, business name, mailing address, phone number, fax number, and e-mail address. Any Proposer that has failed to register with MWC using the provided Fax Back form will not be notified of addenda to the RFP.

C. Consulting Services Contract
A sample consulting services contract is attached as Exhibit A, with the Oregon Statutory Provisions attached as Exhibit B. The selected Proposer, at Proposer’s sole cost and expense for the full term of the Contract or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements as set forth in Exhibit A, the Consulting Services Contract.

II. PROJECT DESCRIPTION

A. Project Background
The Robert A. Duff Water Treatment Plant (Duff WTP) was constructed in 1968 with a nominal capacity of 15MGD, with an ultimate buildout capacity of 65MGD. There have been several phased expansions to the plant infrastructure. The original Floc/Sed basins 1 – 2 were built in 1968; basins 3 – 4 were built in 1988.

MWC initiated a study of the Duff WTP to outline limitations, changes and upgrades for a capacity expansion to 65MGD; the study was completed in August 2008 by CH2M Hill. This Facility Plan includes an architectural, process, expansion, hydraulic and seismic evaluation. MWC recognizes the need for upgrades and modifications in Floc/Sed, chemical injection, rapid mixing, and residuals removal to achieve the 65MGD maximum capacity for the Duff WTP. Various options were explored in the facility planning and optimal processes were identified. Additional hydraulic evaluation with regard to the identified portion of the pre-treatment process train will be useful in further refining optimization of the process. The purpose of the proposed design is to complete this portion of the Phase IV expansion which
is needed at the Duff WTP for the 65MGD capacity. The successful Proposer will expand on the platform as set forth in the Facility Plan.

B. **Project Phasing**
   The project will be structured in four phases, with each phase having its own deliverables, final acceptance, and independent not-to-exceed cost.

   The phases are as follows:

   1. Pre-design Evaluation; Basis of Design Report
   2. Design Development, Construction Documents
   3. Bid Support Services
   4. Construction Support Services

C. **Preliminary Project Scope of Work**
   The Design Team duties may include, but are not limited to:

   1. Workshop coordination and Project Management for Floc/Sed upgrades and expansion pre-design.
   2. Hydraulic evaluation of the Duff WTP.
   3. Design evaluation and recommendations for modern potable water pre-treatment processes and design types.
   4. Structural, hydraulic and process evaluation and recommendations for upgrading existing pre-treatment infrastructure.
   6. Phased construction evaluation and recommendations for upgrade and expansion of potable water pre-treatment processes.
   7. Finished document production and publishing for memorializing evaluation processes and decisions.
   8. Workshop coordination and Project Management for facility upgrades and expansion design.
   10. Structural, Electrical, Mechanical Engineering Services.
   11. Cost estimating for construction activities related to design.
   12. Production of final plans and specifications for the purpose of construction bidding.
   13. Construction bid support services.
   14. Construction contract support services, to include: submittal review, Request for Information (RFI), preparation, onsite inspection, & contract closeout services.

*See Section IX. SUPPLEMENTAL INFORMATION for a list of studies, reports and resources provided by MWC.*
III. PROPOSAL INSTRUCTIONS

A. Proposal Content Requirements
Proposals are to be based on and submitted in accordance with the instructions contained in this section.

B. Proposal Submittal Package and Deadline
Proposers shall submit sealed proposals containing: one (1) signed, clearly marked original and four (4) complete copies of the proposal, plus one (1) electronic copy in PDF format on a compact disc (CD) to Medford Water Commission, ATTN: Eric C. Johnson, P.E., Principal Engineer, 200 S. Ivy St., Room 177, Medford, Oregon 97501, by:

3:00 p.m. - Local Time – Tuesday, May 1, 2012

Proposals received after the deadline will not be considered. Proposals postmarked before the deadline but received afterwards will not be considered. Facsimile (FAX) proposals are not acceptable.

PLEASE NOTE
In order to ensure consideration, proper identification and handling, the Proposal must be enclosed in a sealed envelope clearly marked:

RFP - CONSULTING SERVICES TO DESIGN THE ROBERT A. DUFF WATER TREATMENT PLANT 65 MGD FLOCCULATION AND SEDIMENTATION BASIN EXPANSION CIP 20-12 (323)

The Commission will not be responsible for identifying and handling any proposal that is not submitted in an envelope labeled this way. Failure to so label the extérieur of your envelope, whether shipped by the U.S. Postal Service or by an express carrier such as FedEx®, may result in disqualification of your proposal.

C. Proposal Addenda
Approval of alternate requirements shall rest solely with MWC. MWC may change these instructions at any time prior to the RFP submittal deadline by written addendum. Proposers are responsible for responding to all addenda. Addenda will be available only on the website.

D. Proposal Withdrawal
Proposals may be withdrawn by written notification on company letterhead signed by an authorized person and received prior to the time and date set for proposal closing.

E. Late Submittals
Proposals received after the scheduled closing time for filing will be returned to the Proposer unopened.

F. Proposal Production Cost
This RFP does not commit MWC to pay any costs incurred by any Proposer in the submission of a proposal. Execution of a contract is subject to availability of funds.

G. Conditional Consideration of Proposals
MWC reserves the right to reject or accept any or all proposals, or to waive any condition of the proposal requirements in the best interest of MWC.

H. RFP Cancellation by MWC
Nothing in this RFP shall restrict or prohibit MWC from canceling the solicitation at any time.

1. If the RFP is cancelled prior to opening of Proposals, the unopened Proposals will be returned to the Proposers, unopened, if a return address has been provided.
2. If the RFP is cancelled after opening of the Proposals, the Proposals will become property of MWC and will be subject to MWC’s Contracting and Purchasing Regulations and Oregon State laws governing public records.

I. Availability of RFPs
After award of a contract, and subject to MWC’s Contracting and Purchasing Regulations and ORS 279B.060, MWC shall make proposals available for public review at MWC.

IV. PROPRIETARY INFORMATION
The opened proposals shall be available for public inspection (ORS 192.420 to 192.505) except to the extent the Proposer clearly designates trade secrets or other proprietary data to be confidential. (ORS 192.501 and ORS 192.502)

V. PROPOSAL SCHEDULE

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
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<tbody>
<tr>
<td>March 23, 25 &amp; 26, 2012</td>
<td>Advertise RFP on website, in the Mail Tribune and Daily Journal of Commerce, respectively</td>
</tr>
<tr>
<td>April 10, 2012</td>
<td>Mandatory Pre-proposal Conference – 1:30 p.m., Duff WTP, 8301 Table Rock Rd., White City, OR</td>
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<tr>
<td>April 25, 2012</td>
<td>Deadline for Protest of Specification (in writing)</td>
</tr>
<tr>
<td>April 27, 2012</td>
<td>Deadline – MWC response to protest</td>
</tr>
<tr>
<td>May 1, 2012</td>
<td>Proposal Closing - 3:00 p.m., Local Time</td>
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<tr>
<td>May 20, 2012</td>
<td>Written notification of the Highest Ranked Proposer</td>
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<tr>
<td>June 4, 2012</td>
<td>Begin contract negotiations</td>
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<td>July 5, 2012</td>
<td>Notice of Intent to Award (tentative)</td>
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<tr>
<td>July 12, 2012</td>
<td>Deadline - Last day to protest Award (in writing) (tentative)</td>
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<tr>
<td>July 13, 2012</td>
<td>Deadline – MWC response to protest (tentative)</td>
</tr>
<tr>
<td>July 18, 2012</td>
<td>Award Contract (tentative)</td>
</tr>
</tbody>
</table>

VI. PROPOSAL FORMAT AND EVALUATION CRITERIA
A completeness check will be conducted by MWC for each proposal. Failure to comply with any and all proposal submittal requirements may result in proposal rejection. Proposals must be delivered on time in a sealed package labeled with the RFP title, CIP number, and Proposer’s name and address, and shall include all items as listed below:

A. Transmittal Letter
A transmittal letter identifying the authorized representative of the business, the existing location(s) of the business and a summary of the Proposer’s understanding of the RFP requirements.
B. **Proposal Submission/Resident Bidder Form**

MWC’s Proposal Submission/Resident Bidder Form is attached as Exhibit C. It must be signed by the authorized representative of the business identified in the Transmittal Letter.

C. **Proposal Size**

Proposals shall not exceed 20 pages in length, including pictures, charts, graphs, tables, and text. A page is defined as one side of an 8.5 x 11 sheet of paper, with basic text information no smaller than 10-point type. Single-sided printing is preferred. Resumes of key individuals proposed to be involved in this project are exempted from the 20-page limit, if they are appended to the end of your proposal, and shall not exceed two (2) pages in length each. No supplemental information to the 20-page limit will be accepted. Transmittal letter, resumes, Proposal Submission/Resident Bidder Form, front and back covers, addenda (if applicable), and blank section/numerical dividers will not be counted against the 20-page limit.

D. **Proposal Modifications**

Modifications or erasures made before signing by the authorized representative must be initialed in ink. Once submitted, proposals may be modified in writing before the time and date set for proposal closing. Any modifications shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior proposal. Modification must be submitted in a sealed envelope clearly marked “Proposal Modification”, and identifying the proposal title and closing date and time. Proposer may not modify proposal after proposal closing time.

E. **Evaluation Criteria**

Evaluation of the written response portion to the RFP will be based on a point system where responses to the following requests for information will be scored by members of the Evaluation Committee. The possible point values are listed by each evaluation criterion. Please see SECTION VII – PROPOSAL EVALUATION PROCEDURES for a summary of the complete evaluation process.

Results obtained in reference checks may be used to score any relevant evaluation criteria. Reference checks will be limited to information that is listed within the evaluation criteria.

The Evaluation Committee may contact Proposers for clarification of proposal responses; however no additions, deletions or substitutions may be made to proposals that cannot be termed as clarifications.

1. **Process and Methodology** (Maximum 25 points)

   Describe your Design Team’s approach to the specific items relating to the upgrade and expansion for the Flocculation and Sedimentation and other designated pre-treatment processes.

   Elaborate on the Design Team’s particular expertise and experience in evaluation and design of Floc/Sed Basins and designated pre-treatment processes. In particular, how certain design challenges were approached and what solution may have been implemented.

2. **Qualifications and Experience** (Maximum 25 points)

   Provide a brief history of the lead firm’s history, type of work executed, and capabilities. Demonstrate the ability of your Design Team to successfully evaluate and design Floc/Sed basins and other designated pre-treatment items on time and within budget.
Describe your Design Team’s experience with completed projects of similar or greater size, type, and complexity, particularly projects with potable water suppliers and treatment facilities. Identify which Design Team firms were involved in each project.

Provide project descriptions including project scope (new construction, and/or retrofit), type of facility (specifics of the basins and other components), year completed, project size, and project setting. For all projects listed, provide name of owner, owner’s contact person, and current phone number. Contact information must be current and accurate to be considered. No special measures will be taken by MWC to locate incorrectly listed contacts.

3. **Project Staffing** (Maximum 20 points)
   Provide a project organization chart showing proposed staff for this project from each Design Team firm. Provide resumes for key personnel from each Design Team firm. Describe specific experience for all management and professional personnel on projects of a size and scope applicable to the project subject to this RFP.

   List professional memberships of Design Team members that demonstrate qualifications and experience beneficial to this project, identify the length of employment for key personnel with their respective firms, their intended responsibilities on this project, their primary office location, and their time commitment for this project during design and construction administration. Describe how the proposed Design Team structure will benefit the project subject to this RFP. Provide a staffing plan to demonstrate structure and responsibilities of the Design Team.

4. **Project Management** (Maximum 10 points)
   Describe the lead firm’s process for managing projects to ensure completion on schedule and within the allocated budget. Describe your process for coordinating the work of different consultants and different disciplines within the same consulting firm. In addition, describe your approach for minimizing errors and omissions during the Construction Documents and Construction Administration (CA) phases. How does the Design Firm compensate the owner for design errors and/or omissions uncovered after commencing construction?

   Describe the quality control methods to be employed by the Design Team during construction to ensure a facility that meets the design intent. Indicate the roles of identified key personnel during the CA phase. Describe your system for managing construction change issues during CA.

5. **Project Schedule** (Maximum 10 points)
   Describe your Design Team’s approach to managing the Project Schedule. Outline a timeline to deliver the project in organized and manageable increments. Provide a complete list of anticipated workshops, review periods, and deliverables. *(The Owner will require a period of three weeks to review deliverables at each Pre-design and Design threshold. The design review requirements will include 70%, 90%, and 98% Plans and Specifications.)*

6. **Cost Estimating Analysis** (Maximum 10 points)
   This evaluation criterion will help determine how well the Design Team estimates Design and Construction Costs. The Design Team shall provide a breakdown of recently completed, related projects including: proposed engineering cost for listed projects, associated engineering cost change orders for listed projects, as well as engineering cost estimating, actual construction costs, and construction related change orders for listed projects.
B. **Summary of Evaluation Criteria**

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
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</thead>
<tbody>
<tr>
<td>1. Process and Methodology</td>
<td>25</td>
</tr>
<tr>
<td>2. Qualifications and Experience</td>
<td>25</td>
</tr>
<tr>
<td>3. Project Staffing</td>
<td>20</td>
</tr>
<tr>
<td>4. Project Management</td>
<td>10</td>
</tr>
<tr>
<td>5. Project Schedule</td>
<td>10</td>
</tr>
<tr>
<td>6. Cost Estimating Analysis</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total for Proposal</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**VII. PROPOSAL EVALUATION PROCEDURES**

A. **Responsive Proposer**
   A Responsive Proposer is a qualified Engineering Consulting Firm who has submitted all of the required information on time in the requested format per SECTION VI, PROPOSAL SUBMITTAL REQUIREMENTS. Only those Proposers who provide the minimum submittal requirements as requested in this RFP will be considered for evaluation. Non-responsive Proposers will be notified in writing that they did not meet the submittal requirements and will be disqualified for further consideration.

B. **Evaluation Process**
   An Evaluation Committee so designated by the MWC Manager will evaluate the proposals submitted and may make a recommendation of the highest ranked proposer to the Manager. The recommendation will be based on the Committee’s evaluation of the information in the proposal and its determination of which proposal best serves the interests of MWC. Once the highest ranked Proposer has been notified, the Evaluation Committee will commence negotiations to refine the scope of work and costs associated with the project.

C. **Interviews**
   MWC may, at its sole discretion, choose to conduct interviews of the three highest ranked proposers. The Evaluation Committee will use information gathered at the interviews, along with ranking information gathered during the proposal Evaluation Process to make a recommendation to the Manager. Based on this recommendation, the Manager may issue a notification to the highest ranked Proposer.

D. **Negotiations**
   Following the evaluation process, MWC will begin contract negotiations with the highest ranked Proposer.

   The matters subject to negotiation shall be limited to the following:
   1. Comprehensive Scope of Service;
   2. The Proposer personnel committed to the Project;
   3. Project Schedule;
   4. Professional fees, including reimbursable expenses;
   5. Agreement to MWC’s contract terms.

E. **Action upon Failure to Execute Contract**
   In the event that a contract cannot be negotiated with the highest ranked Proposer, negotiations will be permanently discontinued, and MWC will start contract negotiations with
the next highest ranked Proposer. Nothing in this RFP shall restrict or prohibit MWC from canceling the solicitation at any time.

F. **Notice of Intent to Award**
Based on successful negotiations with the highest ranked Proposer, the MWC will issue a Notice of Intent to Award a contract for the Duff 65 MGD Floc/Sed Design.

G. **Evaluation Record**
A record will be made of all criteria evaluation ratings and all other grounds upon which selection of the Proposer is made. The final evaluation record will be available upon written request.

H. **Right to Protest**
An adversely affected or aggrieved Responsive Proposer must exhaust all avenues of administrative review and relief before seeking judicial review of MWC’s selection or Contract award decision.

1. **Protest of Proposal Specifications:** A proposer who believes the proposal scope of work or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Manager. To be considered, protests must be received at least five (5) days before the proposal closing date. Envelopes containing protests should be marked as follows:

   Proposal Specification Protest
   Proposal Title
   Closing Date and Time

2. **Protest of Award:** The award by the Board of Water Commissioners shall constitute a final decision of the Commission to award the contract if no written protest of the award is filed with the Commission within seven (7) calendar days of the Notice of Intent to Award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected proposer with a right to submit a written protest, a proposer must be next in line for award. The Commission will not entertain a protest submitted after the time period established in this rule.

**VIII. AWARD**

The Board of Water Commissioners will consider award of the project based on the Manager’s recommendation and will authorize the Manager to execute a contract. The contract will be awarded to the proposer who, in the opinion of the Board of Water Commissioners, is the most qualified, and meets all required specifications. The Commission may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any and all proposals upon a finding of the Commission that it is in the public interest to do so. The Commission also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth herein.

**IX. SUPPLEMENTAL INFORMATION**

As-built plans are available for viewing on the FTP site.
Copy the following URL into your browser’s address bar:

Username: ftpuser
Password: Medford
List of Plans:
Duff WTP_Construction Plans1968.pdf
Duff WTP_5MG Reservoir Expansion 1977.pdf
Duff WTP_ 30MG Filter Expansion 1982.pdf
Duff WTP_ 45MG Filter Expansion1999.pdf
Duff WTP_Ozone and Chem Feed Phase IV.pdf
Duff WTP_Electrical Upgrades_2003.pdf
Duff WTP_CL and CO2 Conversion - 2007.pdf
Duff WTP_Engineered Lagoons 2008.pdf
Duff WTP_Reservoir Topographic Map - 2011.pdf
Duff WTP_Facility Plan 2008.pdf

X. CONTACT PERSON

For additional information regarding this proposal, please direct questions to Eric C. Johnson P.E., Principal Engineer, at (541) 774-2452, eric.johnson@cityofmedford.org, or write to the address on the front cover. Updates to the solicitation will appear on MWC's website: www.medfordwater.org. Please do not attempt to contact any other member of the Evaluation Committee or MWC unless so directed by Eric C. Johnson, P.E., Principal Engineer. Such contact may disqualify your submittal.

END OF RFP
EXHIBIT A
SAMPLE CONSULTING SERVICES CONTRACT
To Design the Robert A. Duff Water Treatment Plant
65 MGD Flocculation & Sedimentation Basin Expansion
CIP 20-12 (323)

THIS AGREEMENT, made in duplicate this _____ day of ___________________, 2012, by
and between ___________________ (hereinafter referred to as "CONSULTANT"), and MEDFORD
WATER COMMISSION, a chartered municipal water utility of the City of Medford, Oregon,
governed by and through its Board of Water Commissioners (hereinafter referred to as "CLIENT").

W I T N E S S E T H:

WHEREAS, the CLIENT desires to engage the CONSULTANT to render certain technical
and/or professional services hereinafter described in connection with Designing the 65 MGD
Flocculation & Sedimentation Basin Expansion at the Robert A. Duff Water Treatment Plant; and

WHEREAS, the CONSULTANT is qualified and agreeable to render the aforesaid technical
and/or professional services;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual promises
hereinafter expressed, and intending to be legally bound hereby, the parties hereto do mutually
agree as follows:

Article 1. Engagement of Consultant

The CLIENT hereby agrees to engage the CONSULTANT to perform the technical and/or
professional services as hereinafter set forth. CONSULTANT is not an employee of the CLIENT.

Article 2. Scope of Services

The CONSULTANT shall perform the services set forth in Exhibit A, entitled ______, attached
hereto and by reference incorporated herein and made a part hereof. CONSULTANT is
employed to render a professional service only, and any payments made to the CONSULTANT are
compensation solely for such services rendered and recommendations made in carrying out the
work. Except as otherwise agreed by the parties, CONSULTANT shall follow the usual and
customary practice of the CONSULTING profession to make findings, provide opinions, make
factual presentations, and provide professional advice and recommendations.

Article 3. Data to be Furnished

All information, data, reports and records and maps as are existing, available and necessary
for the carrying out of the work as outlined in Exhibit A hereof shall be made available to the
CONSULTANT without charge by the CLIENT, and the CLIENT shall cooperate in the carrying out
of the work without undue delay.
Article 4. Personnel

A. The CONSULTANT represents that it employs, or will employ at its own expense, all personnel required in performing the services under this Agreement.

B. All of the services required hereunder will be performed by the CONSULTANT or under his direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

C. CONSULTANT shall be responsible to ensure that it and any sub-consultants comply with all applicable Federal, State and local laws regarding employee wages, hours, benefits, health care, and workers compensation, and shall ensure that all expenses and claims related thereto are paid promptly. The applicable provisions of ORS 279C are attached hereto as Exhibit __ and incorporated herein by reference.

D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.

Article 5. Time of Performance

The services of the CONSULTANT are to commence within ____ after the date of this Agreement. The work shall be completed in accordance with the schedule developed by the parties hereto and contained in the schedule of performance and all work covered by this Agreement shall be within ______ from the date of this Agreement.

Article 6. Compensation

The CLIENT shall compensate the CONSULTANT in accordance with the Schedule of Charges and Payment Schedule set forth in Exhibit __, which shall include the basis for rates and charges. Compensation shall be billed monthly in summary form giving employees names and hours and expense data. Payment to CONSULTANT is due upon presentation of invoice to CLIENT and is to be made within thirty (30) days.

Article 7. Changes

The CLIENT may from time to time request changes in the scope of the services and the time of performance as set forth herein. Such changes, including any increase or decrease in the amount of compensation to the CONSULTANT, shall be mutually agreed upon by and between the parties hereto and shall be incorporated as written amendments to this Agreement.

Article 8. Extras

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price therefore have been authorized in writing in advance.

Article 9. Suspension of Work

CLIENT may suspend, in writing, all or a portion of the work under this Agreement if
unforeseen circumstances beyond CLIENT’S control make normal progress of the work impossible. CONSULTANT may request that the work be suspended by notifying CLIENT, in writing, of circumstances that are interfering with the normal progress of work. CONSULTANT may suspend work on Project in the event CLIENT does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted option to terminate work on the suspended portion of Project in accordance with Article 10.

Article 10. Termination of Work

CLIENT may terminate all or a portion of the work covered by this Agreement for its convenience. CLIENT or CONSULTANT may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) days prior, written notice to the other by certified mail with receipt for delivery returned to the sender.

In that event, all finished or unfinished documents and other materials shall, at the option of CLIENT, become its property. If requested by CLIENT, CONSULTANT shall perform such additional work as is necessary for the orderly filing of documents and closing of Project. The time spent on such additional work shall not exceed ten (10%) percent of the time expended on the Project prior to the effective date of termination. CONSULTANT shall be compensated for work on the Project, plus work required for filing and closing as described in this Article, either of which is performed up to the effective date of termination; provided, however, that CLIENT shall not be required to pay for work that is not done in substantial compliance with requirements of this contract and CONSULTANT shall be liable to CLIENT for any damages resulting from CONSULTANT’S breach of its obligations under this contract.

Article 11. Interest of the Consultant

The CONSULTANT hereby covenants that it has, at the time of the execution of this Agreement, no interest and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work no person having any such interest shall be employed.

Article 12. Findings Confidential

No report, information, or other data given to or prepared or assembled by the CONSULTANT pursuant to this Agreement which the CLIENT has requested be kept confidential, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CLIENT.

Article 13. Subletting or Assignment

Neither of the parties hereto shall assign, sublet or transfer his interest in this Agreement or any portion thereof without the prior written consent of the other.

Article 14. Rights to and Disposition of Data

The term "subject data" as used herein includes all data, written materials, photographs, drawings or other information collected or created under this Agreement whether delivered under
this Agreement or not. The term does not include financial records, accounting records or other information incidental to the administration of this Agreement. All subject data shall be retained by the CONSULTANT, in accordance with the terms of this Agreement, until disposition of such subject data shall have been determined in a manner mutually agreeable to the parties hereto. Subject data shall be available for study and utilization by the CLIENT so long as such subject data is in the possession of the CONSULTANT. Following termination or completion of the work pursuant to this Agreement, upon request, CONSULTANT will deliver copies of all subject data to CLIENT and the CLIENT may duplicate, use and disclose in any manner and for any purpose whatsoever all subject data. Upon request, all final reports and other materials prepared by CONSULTANT under this agreement shall be the property of CLIENT.

Article 15. Publications

It is agreed that either or both of the parties hereto may publish at any time, subject to the terms of this Agreement, the results of the work conducted hereunder, provided credit is given to the individuals and organizations who conducted and sponsored the work. A copy of each manuscript to be submitted for publication by either or the parties hereto shall be furnished to the other party prior to such submission for publication, and five (5) copies or reprints shall be furnished to the other party subsequent to publication. Articles or works reporting on the subject work hereunder or on portions thereof which are published by the CONSULTANT shall contain the forward, preface or footnote a statement to the effect that publication of the article or work does not necessarily indicate acceptance by the CLIENT of the findings, conclusions or recommendations either inferred or specifically expressed therein.

Article 16. Copyrights

Neither party shall claim any copyright protection for any reports, maps or other documents produced in whole or in part under this Agreement.

Article 17. Indemnity and Compliance with Laws and Regulations

CONSULTANT agrees that CONSULTANT will be solely responsible for any damage or trespass to or upon adjacent property or injury thereto and any and all other liability or damages resulting from or in connection with CONSULTANT’S operation, and that CONSULTANT will hold CLIENT harmless from any claim, liability, damages or obligation arising therefrom and indemnify CLIENT for the amount of any obligation it may incur on account thereof or arising therefrom. Provided, however, that CONSULTANT shall not be required to indemnify CLIENT against liability for damage arising out of death or bodily injury to persons or damage to property caused solely by the negligence of CLIENT.

CONSULTANT shall at all times observe and comply with all federal and state laws and local ordinances and regulations, including but not limited to possession of a valid City of Medford business license, in any manner affecting the conduct of the work, and all such orders or decrees as exist at the present and those which may be made or enacted later by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless CLIENT and all its officers, agents and servants against any claim or liability arising or based on the violation of any such law, ordinance, regulation, order or decrees, whether by CONSULTANT or CONSULTANT’S employees.

If applicable, Federal requirements and provisions are attached hereto as Exhibit __. CONSULTANT agrees to comply with such attached provisions.

**Article 19. Insurance**

During the life of this Agreement, CONSULTANT shall maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The following minimum limits are required: General Aggregate- $1,000,000, Products/Completed Operations Aggregate- $1,000,000, Personal & Advertising Injury Aggregate- $1,000,000, Each Occurrence- $500,000. “The Medford Water Commission and its officers, employees and agents while acting within the scope of their duties as such” shall be named an additional Insured.

2. Commercial automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired autos. The combined single limit for bodily injury and property damage shall be not less than $500,000. “The Medford Water Commission and its officers, employees and agents while acting within the scope of their duties as such” shall be named an additional Insured.

3. Statutory workers compensation and employers liability insurance as required by State law.

4. Professional liability insurance. The limit of liability shall be not less than $500,000.

Coverages 1 and 2 shall be written on an occurrence basis not on a claims-made basis and satisfactory “tail” coverage shall be provided for coverage 4. Coverages 1 and 2 shall be primary and non-contributing over any other insurance available to CLIENT. CONSULTANT shall submit to CLIENT certificates of insurance for all policies listed above. The certificates shall provide that the insurance company give written notice to CLIENT at least ten (10) days prior to cancellation of or any material change in the policy.

**Article 20. Partial Invalidity**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

**Article 21. Integration**

This Agreement represents the entire understanding of CLIENT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

**Article 22. Jurisdiction**
This Agreement shall be administered and interpreted under the laws of the State of Oregon. Jurisdiction of litigation arising from this Agreement shall be in that state.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers the day and year first above written.

CLIENT:

MEDFORD WATER COMMISSION

By: ____________________________
Title: __________________________

CONSULTANT:

____________________________________

By: ____________________________
Title: __________________________

CONSULTANT’S SIGNATURE WITNESSED BY:

/  

Printed Name / Signed Name
EXHIBIT B
STATUTORY PUBLIC CONTRACT PROVISIONS

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:
(1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [2003 c.794 §76a]

279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material. Every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. [2003 c.794 §76b]

279B.230 Condition concerning payment for medical care and providing workers’ compensation. (1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor. (1) Except as provided in subsections (3) to (6) of this section, every public contract subject to this chapter must contain a condition that a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
- (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (a) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
(2) An employer must give notice in writing to employees who work on a public contract, 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 days per week that the employees may be required to work.
(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal
services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) In the case of a contract for services at a county fair or for other events authorized by a county fair board, the contract must contain a provision that employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, 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 days per week that employees may be required to work.

(5)(a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, 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 days per week that the employees may be required to work.

(6) This section does not apply to public contracts:

(a) With financial institutions as defined in ORS 706.008.

(b) Made pursuant to the authority of the State Forester or the State Board of Forestry under ORS 477.406 for labor performed in the prevention or suppression of fire.

(c) For goods or personal property. [2003 c.794 §77; 2005 c.103 §8f]
EXHIBIT C

PROPOSAL SUBMISSION FORM

I, the undersigned, having read and with full understanding of all Proposal specifications, terms and conditions, do submit the following Proposal to provide the Medford Water Commission with Consulting Services to Design the Robert A. Duff Water Treatment Plant 65 MGD Flocculation & Sedimentation Basin Expansion, CIP 20-12 (323), and certify that the Proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and without collusion or fraud.

Proposer's Printed Name: _______________________________________________
Proposer's Signature: _______________________________________________
Company Name: _______________________________________________
Address: _______________________________________________
Telephone Number: _______________________________________________
FAX Number: _______________________________________________
E-mail Address: _______________________________________________

RESIDENT BIDDER CERTIFICATE

Pursuant to Compliance with Oregon Revised Statutes:

“Resident Bidder” Certification:

☐ Yes, I certify that I am a “resident bidder.”

(ORS 279A.120(b): “Resident bidder” means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a “resident bidder” under this paragraph)

☐ No, I am not a “resident bidder.”

(“Non-resident bidder” means a bidder who is not a “resident bidder” as defined in ORS 279A.120(a); please refer to the Oregon Revised Statutes regarding state requirements for Non-Resident Bidders that are awarded a contract in Oregon.)

I am domiciled in the State of __________________________________________

Indicate State
FAX BACK

RFP DOCUMENT DOWNLOAD FORM
FOR REGISTRATION WITH THE MEDFORD WATER COMMISSION
http://www.medfordwater.org

Fill Out and FAX To: (541) 774-2555

Solicitation Number: CIP 20-12 (323)

Solicitation Name: Request for Proposal - Consulting Services to Design the Robert A. Duff Water Treatment Plant 65 MGD Flocculation & Sedimentation Basin Expansion

Firm Name: ________________________________

Address: __________________________________________, __________________________, __________________________
(Number and Street) (City, State) (Zip)

Phone: ( ) __________________________ Fax: ( ) __________________________

E-Mail: _____________________________________________________________

I have read and thoroughly understand the disclaimer, instructions and all other conditions related to downloading documents from the Medford Water Commission website, as set forth in the RFP on Page 4, Section I. Introduction, (B) Proposer Registration.

I hereby attest that this information, to the best of my knowledge, is valid and correct.

Typed/Printed Name and Title: ________________________________

SIGNATURE: _____________________________ DATE: _____________________________