

Council Business Meeting

January 3, 2023

Agenda Item	Award of a Professional Services Contract; Talent-Ashland-Phoenix (TAP) Intertie System Improvements	
From	Scott Fleury PE	Public Works Director
Contact	Scott.fleury@ashland.or.us	

SUMMARY

Before the Council is a request to award of a professional services contract to RH2 Engineering Inc. for the design of TAP Intertie system improvements defined in the TAP Master Plan. Ashland, Talent and Phoenix were awarded three million dollars in grant funding via American Rescue Plan Act (ARPA) to fund defined projects within the TAP Master Plan. Per the grant agreement the ARPA funds must be expended by 2026.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

Essential Services

- Drinking Water System

Enhance Value Services:

- Water Conservation
- Address Climate Change

CEAP Goals:

Natural Systems: Air, water, and ecosystem health, including opportunities to reduce emissions and prepare for climate change through improved resource conservation and ecosystem management.

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTION

The City Council has taken numerous actions over the past three decades in relation to the TAP system with the most recent being adoption of the TAP System Master Plan as the guiding planning document for TAP ([Staff Report](#)).

The Council also approved the supplemental budget resolution accepting the three million dollars in grant funding at the January 4, 2022 Council Business Meeting ([Staff Report](#)).

BACKGROUND AND ADDITIONAL INFORMATION

The **purpose** of this project is to develop the engineering plans, specifications and estimates for improvements to the TAP system as defined in the TAP Master Plan and covered by the ARPA grant. Talent, Ashland and Phoenix have entered into an Intergovernmental Agreement (IGA) for Ashland to manage the projects and ARPA funding.

The project was formally solicited on the OregonBuys on May 13, 2022 and responses were received on June 1, 2022. A single proposal was submitted by RH2 Engineering Inc. for the project. The proposal was graded by Kevin Caldwell, Senior Engineering Project Manager, Bret Marshall, City of Talent Public Works Director and Matias Mendez, City of Phoenix Public Works Superintendent.

The results of the scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
RH2 Engineering Inc.	276	1

After scoring was completed, RH2 Engineering Inc. was notified of the City’s intent to begin scope and fee negotiations for the project. Through several formal discussions a final scope and fee was agreed upon in concept by Talent, Ashland, Phoenix and RH2 Engineering Inc. The scope and fee is part of the professional services contract, reference attachment #1.

This contract supports the development of plans, specifications and estimates for the following improvements:

1. Backup power generator – Talent booster pump station
 - a. Upsized generator for the Talent booster station to provide backup power needs to meet fire flow and max day demand for Talent and Ashland
2. Backup power generator – Ashland booster pump station
 - a. New generator to provide backup power to the Ashland station
3. Booster pump upgrades to the regional pump station
 - a. Upsize existing pumps to meet fire and max day demand needs into the future
4. Booster pump upgrades to the Talent booster pump station
 - a. Upsize existing pumps to meet fire and max day demand needs for Talent and Ashland
5. Seismic retrofit of the Talent booster pump station
 - a. Seismic resilience improvements to the facility to protect delivery of potable water to Talent and Ashland
6. Booster pump station programming improvements (Telemetry)
 - a. Coordinate SCADA improvements in the TAP system to ensure that booster stations and reservoirs are properly coordinated

Staff expects to issue another RFP document that will cover two other TAP System Improvements outlined in the ARPA grant at a future date to be determined.

FISCAL IMPACTS

The proposed fee for the engineering and construction administration for the project is \$299,684 and is funded 100% from the ARPA grant received. Construction cost estimates will be updated during the design process and staff will bring forward future construction contracts for award by the City Council. If the grant amount is exceeded in the construction phase then each community will pay their appropriate share based on the TAP Master Plan cost allocation basis.

STAFF RECOMMENDATION

Staff recommends approval of the professional services contract with RH2 Engineering Inc. for TAP system improvements.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

1. I move to approve a Legal Department approved professional services contract with RH2 Engineering Inc. for TAP system improvements in the amount of \$295,172

REFERENCES & ATTACHMENTS

Attachment #1: Professional Services Contract with RH2 Engineering

Attachment #2: ARPA Award Letter Notification

Attachment #3: Request for Proposal Solicitation

PERSONAL SERVICES AGREEMENT (greater than \$35,000.00)

<p>CITY OF ASHLAND</p> <p>20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006</p>	<p>CONSULTANT: RH2 ENGINEERING, INC.</p> <p>CONSULTANT’S CONTACT: Jeff Ballard</p> <p>ADDRESS: 3553 Arrowhead Dr, STE 200 Medford, OR 97504</p> <p>EMAIL: jballard@rh2.com</p>
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This Personal Services Agreement (hereinafter “Agreement”) is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and RH2 Engineering, Inc., a foreign business corporation ("hereinafter “Consultant”), for development of TAP Water System Improvements.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

1. **Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the “Effective Date”), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than June 30, 2024.
2. **Scope of Work:** Consultant will provide development of TAP Water System Improvements as more fully set forth in the Consultant’s Scope of Work dated September 2022, which is attached hereto as “Exhibit A” and incorporated herein by this reference. Consultant’s services are collectively referred to herein as the “Work.”
3. **Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
4. **All Costs Borne By Consultant:** Consultant shall, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.
5. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
6. **Compensation:** City shall pay Consultant at the hourly rates and for the amounts actually incurred for

any subcontracting activities as set forth in Consultant's fee schedule entitled "RH2 Engineering, Inc. 2020 Schedule of Rates and Charges" which is attached hereto as "Exhibit "B" and incorporated herein by this reference, as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of **\$295,172.00 (two hundred ninety-five thousand and one hundred seventy-two U. S. dollars)** without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within 30 days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.

7. **Ownership of Work/Documents:** All Work product or documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City. All reuse not occurring as part of this Work shall be without liability to the Consultant.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$21,507.75 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit D" predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature to the extent caused by or arising out of the intentional or negligent acts, errors, or omission in the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused solely by the negligence of City.
11. **Termination:**
 - a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
 - b. City's Convenience. This Agreement may be terminated by City at any time upon not less than 30 days' prior written notice delivered by certified mail or in person.
 - c. For Cause. City may terminate or modify this Agreement, in whole or in part, 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:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;

- ii. 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 or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
 - i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this Agreement if Consultant fails to provide services called for by this Agreement within the time specified herein or within any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

12. Independent Contractor Status: Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

13. Assignment: Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or

subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.

- 14. Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.
- 15. Insurance.** Consultant shall, at its own expense, maintain the following insurance:
- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per claim. This is to cover any damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. "Tail" coverage will be required at the completion of the Work under this Agreement for the remaining Term, and for not less than twenty-four (24) months after completion of all Work. Consultant shall be responsible for furnishing certification of the "tail" coverage as described herein or continuous "claims made" liability coverage for not less than twenty-four (24) months following completion of all Work, provided that the continuous "claims made" coverage has a retroactive date on or before the Effective Date of this Agreement.
 - c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
 - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' prior written notice from the Consultant or its insurer(s) to the City.
 - f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.
- 16. Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical

disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

17. Consultant's Compliance With Tax Laws:

17.1 Consultant represents and warrants to the City that:

17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

18. Governing Law; Jurisdiction; Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City and the Consultant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by its signature hereon of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.

19. THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND 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. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN

REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

- 20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
- 21. **Nonappropriations Clause.** Funds Available and Authorized: The City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City’s fiscal year budget. Consultant understands and agrees that City’s payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
- 22. **Certification.** Consultant shall sign the certification attached hereto as “Exhibit C” and incorporated herein by this reference.

CITY OF ASHLAND:

By: _____
City Manager

Printed Name

Date

RH2 ENGINEERING, INC. (CONSULTANT):

By: _____
Signature

Printed Name

Title

Date

Purchase Order No. _____

(**W-9** is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT C

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest local standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- _____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

Consultant

Date

EXHIBIT D

CITY OF ASHLAND, OREGON

City of Ashland

LIVING

WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$17.02 per hour, effective June 30, 2022.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$24,050.68** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$24,050.68**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value

of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employee

CITY OF
ASHLAND

EXHIBIT A
Scope of Work
City of Ashland
Development of TAP Water System Improvements

City of Ashland Project No. 2021-13
September 2022

Background

The Talent-Ashland-Phoenix (TAP) water system was initially developed in the early 2000s and delivers potable water from the Medford Water Commission to the Cities of Talent, Ashland, and Phoenix (Cities). The TAP system includes several miles of large diameter transmission lines, three booster pump stations (BPS), and associated reservoirs. The TAP water system is the only water source for the City of Talent (Talent) and the City of Phoenix (Phoenix) and is a supplemental water source for the City of Ashland (Ashland). All three Cities collaborate to manage and maintain the TAP system for the benefit of the partner Cities.

In 2020, the *TAP Water System Master Plan* (WMP) was completed. This WMP includes a summary of current management, operations, and maintenance and identifies specific capital improvement projects for the system. The water system improvements identified in this Scope of Work are derived from the WMP, except for the new standby generator at the Ashland Booster Pump Station (BPS). The identified improvements are part of the individual water systems of the Cities of Talent, Ashland, and Phoenix. However, Ashland is administering the contract for the work in coordination with the other Cities.

RH2 Engineering, Inc., (RH2) was selected through a Request for Proposal solicitation issued by Ashland in May 2022 to provide professional engineering services for the design and construction period services for the following improvements:

- Replace an existing 50 horsepower (hp) pump with a 125 hp pump, including necessary station modifications at the Regional BPS.
- Install a new 50 hp pump and necessary improvements at the Talent BPS.
- Replace the existing standby generator at the Talent BPS with a new larger generator, including equipment modifications to facilitate the upgrade.
- Install a new standby generator at the Ashland BPS, including necessary equipment modifications to facilitate the installation.
- Evaluate system telemetry components and recommend/implement the improvements.

This Scope of Work details the tasks that will be performed by RH2. *Unless otherwise indicated in a specific task, RH2 will rely on the accuracy and completeness of any data, materials, or information generated or provided by the Cities or others in relation to this Scope of Work.* RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained

written authorization from the owner to distribute said information. *It is assumed that reviews and comments required of the Cities will be provided in a timely manner.*

Task 1 – Project Management/Administration Services

Objective: Manage the project scope, budget, and schedule, and coordinate with Cities staff.

Approach:

- 1.1 Manage the RH2 Project Team – Manage the RH2 project team to track work elements accomplished, work items planned for the next phase, man hours, scope changes, time, and budget needed to complete the work. Submit a monthly invoice summarizing costs and remaining budget.
- 1.2 Coordinate with City – Provide correspondence and coordination with the City of Ashland project manager and staff. *Correspondence will include RH2 and City project manager check-in calls.*

RH2 Deliverables:

- Monthly invoices in electronic format (PDF).

Task 2 – Kick-Off Meeting and Data Review

Objective: Review the project information and data, and work with Cities staff to prepare the design criteria for the improvements at each facility. Attend a kick-off meeting with City representatives.

Approach:

- 2.1 Perform Data Review – Review provided construction/as-built drawings and records of the facilities to determine if other information is needed and/or available for the project.
- 2.2 Attend Kick-Off Meeting – Prepare for and attend one (1) kick-off meeting with the Cities to determine design criteria. Visit the sites to confirm planned improvements and collect additional field data.

Assumptions:

- *RH2 will perform an evaluation of information provided by the Cities and others, as needed, to develop the design criteria. Unknowns, assumptions, and other issues that may impact the accuracy of the design will be identified and provided to the Cities for review and discussion. If additional effort is required to further investigate these issues, a modification to this Scope of Work may be mutually negotiated between RH2 and the Cities.*
- *This Task will include site visits to three (3) facilities, RBPS, TBPS and ABPS. Information gathered from these visits will be used for the remaining tasks in this Scope of Work.*

Provided by Ashland:

- Available construction/as-built documents for the pump stations for use by RH2.
- Construction submittals submitted to the owner during construction or an Operations and Maintenance manual containing relevant documentation.

- Identification of current flow parameters and long-term planned design flow parameters for each facility to aid in equipment selection.

RH2 Deliverables:

- Design criteria in electronic format (PDF).
- Attendance at kick-off meeting and site visits.

Task 3 – Regional Booster Pump Station Improvements

Objective: Design and manage the replacement of the existing pump #120 (50 hp) with a new 125 hp pump that matches the other two (2) existing 125 hp pumps. The facility was designed to have this upgrade completed when additional capacity became necessary. Select a new 125 hp to match the existing pumps #130 and #140 at the facility. Prepare electrical and control modifications at the facility to handle the operation of the new pump installation.

Approach:

- 3.1 Select Pump – Review flow data provided by the Cities and select a pump that matches the flow capabilities of the other two (2) existing pumps at the station.
- 3.2 Design Electrical and Control – Design the modifications necessary to install and operate the new pump. *Design is assumed to include conductors, variable frequency drive, and motor control center modifications.* Prepare 60-percent, 90-percent, and bid-ready design submittals for Cities review. Prepare Engineer’s opinion of probable construction cost (OPCC). *Control design will modify the operation of the new pump to be consistent with the desired operation of the Cities.*
- 3.3 Evaluate Generator – Confirm the capacity of the existing generator and back-up power equipment to identify any necessary upgrades to keep the facility fully operational under back-up power. *(If modifications are necessary, it will be completed under a separate negotiated task.)*
- 3.4 Prepare Pump and Electrical Enclosure Pre-Purchase Documentation – Prepare pre-purchase documents, including specifications and drawings, for mechanical and electrical equipment for bidding.
- 3.5 Prepare Specifications – Prepare front-end and technical specifications for use during bidding the construction of the improvements. Prepare 60-percent, 90-percent, and bid-ready submittals for Cities review. *Front-end specifications will be based on City of Ashland template to be provided. Technical specifications will be in RH2’s modified Construction Specifications Institute (CSI) format.*
- 3.6 Provide Services During Construction – Provide engineering services during the construction phase to facilitate project completion.
 - a) Prepare Construction Package – Prepare conformed for construction plan sets and specifications and produce PDF version of documents to be provided to the City and the contractor.

- b) Correspond with City and Contractor – Maintain ongoing communications with City staff and the contractor as necessary to facilitate project construction. *This subtask is assumed to span the duration of Services During Construction.*
- c) Attend Pre-Construction Meeting – Coordinate and attend one (1) pre-construction meeting with City staff and the contractor, respond to questions, and prepare meeting agenda and minutes.
- d) Review Construction Documents – Review and prepare responses as appropriate for submittals (includes shop drawings, catalog submittals, and other data), pay requests, requests for information (RFIs), and change order requests.
- e) Provide On-Site Construction Observation – Provide on-site construction observation to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications. *Observation services will be provided on an as-needed basis as requested by the City. Up to thirty-four (34) hours has been budgeted for this subtask.* Prepare observation reports following on-site observations.
- f) Attend Testing and Startup – Provide technical expertise during testing and startup. Conduct pumping simulation to confirm pump performance. Perform an electrical and controls check.
- g) Prepare Operations and Maintenance Manual – Prepare Operations and Maintenance (O&M) Manual. This manual will build upon and include existing O&M manual materials.

Assumptions:

- *Phoenix will administer and manage all aspects of project construction and provide on-site inspection, and RH2 will support this effort only as explicitly stated herein. It is assumed that Phoenix will work directly with the contractor regarding contracting, work progress and schedule, claims, protests, and all other aspects to manage construction of this project. It also is assumed that Phoenix will provide the award letter, notice to proceed, substantial completion letter, physical completion letter, punch list, and all other documentation necessary for project administration and completion.*
- *The number of hours estimated to perform Services During Construction is based on similar projects with similar complexity and depend in part on the contractor awarded the project. The number of hours spent may vary depending on the completeness, responsiveness, and clarity of each document provided by the contractor, field conditions encountered, and other factors. These services shall be performed up to the level included in the attached Fee Estimate.*
- *RH2 is not responsible for site safety or for directing the contractor in their work.*
- *O&M Manual will rely on information within existing O&M manuals provided by the City. Information within the new O&M Manual will build upon, refer to, and/or modify the existing O&M manual materials.*

Provided by Cities:

- Project administration and management.
- Attendance at the pre-construction meeting.
- Construction contract execution, construction inspection, letters, and all other documentation needed for project administration and closeout.

RH2 Deliverables:

- Pre-purchase drawings and specifications for mechanical and electrical equipment in electronic format (PDF).
- Design plans and specifications at 60-percent, 90-percent, and bid-ready in electronic format (PDF).
- OPCC electronic format (PDF).
- Conformed for construction plan sets and specifications in electronic format (PDF).
- Correspondence with City staff and the contractor as required.
- Attendance at the pre-construction meeting and meeting agenda and minutes in electronic format (PDF).
- Submittal review responses, recommendations for payment, RFI responses, and change orders up to the limit described herein in electronic format (PDF).
- Observation reports following on-site observation emailed in electronic format (PDF).
- Attendance at startup and testing.
- O&M Manual in electronic format (PDF).

Task 4 – Talent Booster Pump Station Improvements

Objective: Design and observe the installation of a new pump and necessary mechanical and electrical equipment to supply 500 gallons per minute of additional flow from the Talent BPS. Size and design the improvements to replace the existing generator with an adequately sized generator to operate the demand at the facility. Prepare electrical and control modifications at the facility to handle the operation of the new pump installation.

Approach:

- 4.1 Select Pump – Review flow requirement recommendations provided by Talent’s *Water Master Plan* and select a pump that matches the flow requirements recommended in the planning documentation.
- 4.2 Perform Generator Sizing and Calculations – Perform generator load and sizing calculations based on the existing electrical load (including the pumps identified in the Background section) at the facility to determine the generator size. Prepare generator sizing calculations using manufacturer sizing software. Coordinate with generator manufacturers that will be specified

for this project to determine the physical size of the generator and automatic transfer switches and obtain equipment pricing information. Provide specifications for the new generator to allow the City to pre-purchase the generator with the goal of keeping the project on the preferred schedule.

- 4.3 Prepare Electrical Design Plans – Develop electrical plans for the power distribution system improvements and installation of the new standby generator to include a one-line diagram showing the equipment layout, a power distribution and signal plan showing conduit routing and equipment locations, power distribution switchboard equipment installation details, generator installation details, electrical schedules, and electrical details. Prepare electrical site plans identifying the location of the new generator, site conduit routing, and site improvements that are required for the installation of the generator. Prepare generator and fuel tank installation details. Complete interfacing of the generator and automatic transfer switch alarm and status signals with the existing telemetry system. *Integration work will be completed through Control Systems NW, LLC (CSNW), a subsidiary of RH2. CSNW will prepare telemetry block diagrams showing the required modifications to the existing telemetry panel. The block diagrams will be provided to RH2 and included in the appendices of the bid documents.*
- 4.4 Prepare OPCC – Prepare an OPCC for City review purposes at the 60-percent, 90-percent, and bid-ready reviews.
- 4.5 Prepare Plans and Specifications – Prepare technical specifications using RH2’s modified CSI format. Update the City’s standard specifications and general conditions as warranted for this project. Provide the City with mechanical, electrical, and structural plans at the 60-percent, 90-percent, and bid-ready design levels, and specifications at the 90-percent and bid-ready design levels for City review. Meet up to two (2) times with City staff at the 60- and 90-percent design levels to discuss and review the plans and specifications. Edit plans at the 60-percent review level, and edit plans and specifications at the 90-percent review level based on City review comments. Advance plans and specifications to the bid-ready design level.
- 4.6 Provide Services During Construction – Provide engineering services during the construction phase to facilitate project completion.
 - a) Prepare Construction Package – Prepare conformed for construction plan sets and specifications and produce PDF version of documents to be provided to the City and the contractor.
 - b) Correspond with City and Contractor – Maintain ongoing communications with City staff and the contractor as necessary to facilitate project construction. *This subtask is assumed to span the duration of Services During Construction.*
 - c) Attend Pre-Construction Meeting – Coordinate and attend pre-construction meeting with City staff and the contractor, respond to questions, and prepare meeting agenda and minutes.

- d) Review Construction Documents – Review and prepare responses as appropriate for submittals (includes shop drawings, catalog submittals, and other data), pay requests, RFIs, and change order requests.
- e) Provide On-Site Construction Observation – Provide on-site construction observation to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications. Observation services will be provided on an as-needed basis as requested by the City. *Up to Forty-two (42) hours has been budgeted for this subtask.* Prepare observation reports following on-site observations.
- f) Attend Testing and Startup – Provide technical expertise during testing and startup. Conduct pumping simulation to confirm pump performance. Perform an electrical and controls check.
- g) Prepare O&M Manual – Prepare O&M Manual. This manual will build upon and include existing O&M manual materials.

Assumptions:

- *The number of hours estimated to perform Services During Construction is based on similar projects with similar complexity and depend in part on the contractor awarded the project. The number of hours spent may vary depending on the completeness, responsiveness, and clarity of each document provided by the contractor, field conditions encountered, and other factors. These services shall be performed up to the level included in the attached Fee Estimate.*
- *The City of Talent will administer and manage all aspects of project construction and provide on-site inspection, and RH2 will support this effort only as explicitly stated herein. It is assumed that the City will work directly with the contractor regarding contracting, work progress and schedule, claims, protests, and all other aspects to manage construction of this project. It also is assumed that the City will provide the award letter, notice to proceed, substantial completion letter, physical completion letter, punch list, and all other documentation necessary for project administration and completion.*
- *RH2 is not responsible for site safety or for directing the contractor in their work.*
- *O&M Manual will rely on information within existing O&M manuals provided by the City. Information within the new O&M Manual will build upon, refer to, and/or modify the existing O&M manual materials.*

Provided by City:

- Project administration and management.
- Attendance at the pre-construction meeting.
- Construction contract execution, construction inspection, letters, and all other documentation needed for project administration and closeout.

RH2 Deliverables:

- Pre-purchase drawings, calculations, and specifications for generator in electronic format (PDF).
- Design plans at 60-percent, 90-percent, and bid-ready design in electronic format (PDF).
- Specifications at 90-percent and bid-ready design in electronic format (PDF).
- OPCC at 60-percent, 90-percent, and bid-ready design in electronic format (PDF).
- Conformed for construction plan sets and specifications in electronic format (PDF).
- Correspondence with City staff and the contractor as required.
- Attendance at the pre-construction meeting and meeting agenda and minutes in electronic format (PDF).
- Submittal review responses, recommendations for payment, RFI responses, and change orders in electronic format (PDF).
- Observation reports following on-site observation emailed in electronic format (PDF).
- Attendance at station startup and testing.
- O&M Manual in electronic format (PDF).

Task 5 – Ashland Booster Pump Station Improvements

Objective: Design and manage the installation of a new generator and electrical equipment to supply back-up power to the Ashland BPS. Size and design an adequately sized generator to operate the demand at the pump station. Prepare electrical and control modifications at the facility to handle the operation of the new generator installation.

Approach:

- 5.1 Perform Generator Sizing and Calculations – Perform generator load and sizing calculations based on the existing electrical load along with the load of one (1) future pump at the facility that matches the existing pumps to determine the generator size. Prepare generator sizing calculations using manufacturer sizing software. Coordinate with generator manufacturers that will be specified for this project to determine the physical size of the generator and automatic transfer switches and obtain equipment pricing information. Provide specifications for the new generator to allow Ashland to pre-purchase the generator with the goal of keeping the project on the preferred schedule.
- 5.2 Prepare Electrical Design Plans – Develop electrical plans for the power distribution system improvements and installation of a new standby generator to include a one-line diagram showing the equipment layout, a power distribution and signal plan showing conduit routing and equipment locations, power distribution switchboard equipment installation details, generator installation details, electrical schedules, and electrical details. Prepare electrical site plans identifying the location of the new generator, site conduit routing, and site improvements

that are required for the installation of the generator. Prepare generator and fuel tank installation details. Complete interfacing of the generator and automatic transfer switch alarm and status signals with the existing telemetry system. *Integration work will be completed through CSNW, a subsidiary of RH2. CSNW will prepare telemetry block diagrams showing the required modifications to the existing telemetry panel. The block diagrams will be provided to RH2 and included in the appendices of the bid documents.*

- 5.3 Prepare OPCC – Prepare an OPCC for Ashland review purposes at the 60-percent, 90-percent, and bid-ready reviews.
- 5.4 Prepare Plans and Specifications – Prepare technical specifications using RH2’s modified CSI format. Update Ashland’s standard specifications and general conditions as warranted for this project. Provide Ashland with civil, electrical, and structural plans at the 60-percent, 90-percent, and bid-ready design levels, and specifications at the 90-percent and bid-ready design levels for Ashland review. Meet up to two (2) times with Ashland staff at the 60- and 90-percent design levels to discuss and review the plans and specifications. Edit plans at the 60-percent review level and edit plans and specifications at the 90-percent review level based on Ashland review comments. Advance plans and specifications to the bid-ready design level.
- 5.5 Provide Services During Construction – Provide engineering services during the construction phase to facilitate project completion.
 - a) Prepare Construction Package – Prepare conformed for construction plan sets and specifications and produce PDF version of documents to be provided to Ashland and the contractor.
 - b) Correspond with Ashland and Contractor – Maintain ongoing communications with Ashland staff and the contractor as necessary to facilitate project construction. *This subtask is assumed to span the duration of Services During Construction.*
 - c) Attend Pre-Construction Meeting – Coordinate and attend pre-construction meeting with Ashland staff and the contractor, respond to questions, and prepare meeting agenda and minutes.
 - d) Review Construction Documents – Review and prepare responses as appropriate for submittals (includes shop drawings, catalog submittals, and other data), pay requests, RFIs, and change order requests.
 - e) Provide On-Site Construction Observation – Provide on-site construction observation to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications. Observation services will be provided on an as-needed basis as requested by Ashland. *Up to thirty-eight (38) hours has been budgeted for this subtask.* Prepare observation reports following on-site observations.
 - f) Attend Testing and Startup – Provide technical expertise during testing and startup. Attend pumping simulation to confirm pump performance. Perform an electrical and controls check.

- g) Prepare O&M Manual – Prepare O&M Manual. This manual will build upon and include existing O&M manual materials.

Assumptions:

- *RH2 will use existing documentation and electronic files from the pump station facility constructed in 2017. No surveying is planned to be required.*
- *Ashland will administer and manage all aspects of project construction and provide on-site inspection, and RH2 will support this effort only as explicitly stated herein. It is assumed that Ashland will work directly with the contractor regarding contracting, work progress and schedule, claims and protests, and all other aspects to manage construction of this project. It also is assumed that Ashland will provide the award letter, notice to proceed, substantial completion letter, physical completion letter, punch list, and all other documentation necessary for project administration and completion.*
- *The number of hours estimated to perform Services During Construction is based on similar projects with similar complexity and depend in part on the contractor awarded the project. The number of hours spent may vary depending on the completeness, responsiveness, and clarity of each document provided by the contractor, field conditions encountered, and other factors. These services shall be performed up to the level included in the attached Fee Estimate.*
- *RH2 is not responsible for site safety or for directing the contractor in their work.*
- *O&M Manual will rely on information within existing O&M manuals provided by the City. Information within new O&M Manual will build upon, refer to, and/or modify the existing O&M manual materials.*

Provided by Ashland:

- Project administration and management.
- Attendance at the pre-construction meeting.
- Construction contract execution, construction inspection, letters, and all other documentation needed for project administration and closeout.

RH2 Deliverables:

- Pre-purchase drawings, calculations, and specifications for generator in electronic format (PDF).
- Design plans at 60-percent, 90-percent, and bid-ready design in electronic format (PDF).
- Specifications at 90-percent and bid-ready design in electronic format (PDF).
- OPCC at 60-percent, 90-percent, and bid-ready design in electronic format (PDF).
- Conformed for construction plan sets and specifications in electronic format (PDF).
- Correspondence with Ashland staff and the contractor as required.

- Attendance at the pre-construction meeting and meeting agenda and minutes in electronic format (PDF).
- Submittal review responses, recommendations for payment, RFI responses, and change orders in electronic format (PDF).
- Observation reports following on-site observation emailed in electronic format (PDF).
- Attendance at station startup and testing.
- O&M Manual in electronic format (PDF).

Task 6 – Control System Improvements

Objective: Attend a workshop with the Cities to analyze and define Cities system performance criteria and propose programming modifications to key facilities. Analyze inter-City and inter-facility communication and data flows to allow an improved data exchange between the Cities.

Approach:

- 6.1 Conduct Performance Criteria Workshop – Meet with Cities staff to discuss and define Cities system performance criteria, including desired facility data flow and key facility programming.
- 6.2 Draft 90-Percent Preliminary Engineering Report – Compile, review, and draft a preliminary engineering report and deliver to Cities staff for review and comment.
- 6.3 Meet with Cities Staff – Meet with Cities staff to discuss comments and recommendations on preliminary engineering report.
- 6.4 Perform Quality Control on 90-Percent Report – Perform internal quality assurance/quality control review on 90-percent preliminary engineering report and provide input on recommendations.
- 6.5 Prepare Final Preliminary Engineering Report – Prepare final engineering report, including OPCC for Cities.
- 6.6 Implement Recommended Modifications and Upgrades – Perform integration work outlined in the final engineering report. *Integration work will be completed through a separate task authorization once defined.*

Assumptions:

- *Alternate control strategies will be discussed with the goal to maximize system efficiency. Cities staff will agree on a best method of control to be implemented moving forward.*
- *Inter-City data exchange will be read-only.*
- *Adjacent integration projects outside the scope of this project may be required to be completed simultaneously. This Scope of Work excludes effort required to coordinate or combine this effort with adjacent projects.*
- *Financial implementation to be discussed within the Cities.*

Provided by Cities:

- Active participation in the performance criteria workshop.
- Timely review of 90-percent preliminary engineering report and provide one (1) redlined hardcopy.
- Attendance at meeting with RH2 to discuss comments on 90-percent report.

RH2 Deliverables:

- Attendance at one (1) performance criteria workshop with Cities staff and meeting notes in electronic format (PDF).
- 90-percent preliminary engineering report in electronic format (PDF).
- Attendance at one (1) meeting with Cities and meeting notes in electronic format (PDF).
- Final preliminary engineering report in electronic format (PDF).

Project Schedule

The schedule for this project will be determined after execution of the contract. RH2 is aware of the funding time constraints and will work within these requirements. Project completion will occur by 2027 or sooner. The order in which the separate projects will be completed will be at the discretion of the Cities.

EXHIBIT A

Fee Estimate

City of Ashland

Development of TAP Water System Improvements

Nov-22

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Project Management/Administration Services	50	\$ 11,646	\$ -	\$ 291	\$ 11,937
Task 2 Kick-Off Meeting and Data Review	46	\$ 10,634	\$ -	\$ 486	\$ 11,120
Task 3 Regional Booster Pump Station Improvements	334	\$ 62,474	\$ -	\$ 9,311	\$ 71,785
Task 4 Talent Booster Pump Station Improvements	456	\$ 88,466	\$ -	\$ 11,996	\$ 100,462
Task 5 Ashland Booster Pump Station Improvements	328	\$ 62,600	\$ -	\$ 9,534	\$ 72,134
Task 6 Control System Improvements	130	\$ 27,058	\$ -	\$ 676	\$ 27,734
PROJECT TOTAL	1344	\$ 262,878	\$ -	\$ 32,294	\$ 295,172

EXHIBIT A
RH2 ENGINEERING, INC.
2022 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$159	\$/hr
Professional II	\$173	\$/hr
Professional III	\$189	\$/hr
Professional IV	\$206	\$/hr
Professional V	\$218	\$/hr
Professional VI	\$236	\$/hr
Professional VII	\$251	\$/hr
Professional VIII	\$262	\$/hr
Professional IX	\$262	\$/hr
Control Specialist I	\$144	\$/hr
Control Specialist II	\$155	\$/hr
Control Specialist III	\$171	\$/hr
Control Specialist IV	\$187	\$/hr
Control Specialist V	\$198	\$/hr
Control Specialist VI	\$213	\$/hr
Control Specialist VII	\$227	\$/hr
Control Specialist VIII	\$238	\$/hr
Technician I	\$119	\$/hr
Technician II	\$131	\$/hr
Technician III	\$150	\$/hr
Technician IV	\$161	\$/hr
Technician V	\$175	\$/hr
Technician VI	\$191	\$/hr
Technician VII	\$208	\$/hr
Technician VIII	\$217	\$/hr
Administrative I	\$79	\$/hr
Administrative II	\$93	\$/hr
Administrative III	\$109	\$/hr
Administrative IV	\$131	\$/hr
Administrative V	\$153	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6250	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

ARPA/SLFRF Required Contract Clauses

Purpose: The purpose of this reference is to assist ARPA grant award recipients by summarizing required contract clauses consistent with the federal Uniform Guidance requirements that are applicable to the State and Local Fiscal Recovery Funds (SLFRF) program as part of the American Rescue Plan Act (ARPA).

As described in this document a “recipient” is a recipient of an APRA funded grant award from Business Oregon.

The SLFRF awards are generally subject to the requirements set forth in the [The Office of Management and Budget's \(OMB\) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) (commonly called "Uniform Guidance"). The “Uniform Guidance” is the set of federal rules (administrative requirements, cost principles, and audit guidelines) that apply to federal money. This includes requirements such as the treatment of eligible uses of funds, procurement, and reporting requirements. [Please see the SLFRF Compliance and Reporting Guidance page 12 for full Award terms and conditions.](#)

It is the recipient’s responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water and sewer infrastructure projects.

Contract Clause Checklist

Directions:

[Appendix II of 2 CFR 200 \(The Uniform Guidance\)](#) outlines the contract provisions that you must place in contracts with your contractors, and in contracts with subrecipients (if any). The checklist below contains these standard clauses for inclusion in contracts needed to utilize ARPA funds.

Clauses for All Contracts:

Creating a contract that complies with ARPA requirements must include the below sections as verbatim:

Contractor must be registered in SAM.gov. - The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

Whistleblower - Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

Inspections; Information - Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:

- Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Equal Opportunity - Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Copeland "Anti-Kickback" Act - Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Prohibition on purchasing telecommunications or surveillance equipment, services, or systems. As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of

any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

Preference to United States made goods. - As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Additional Clauses for Contracts Over \$10,000:

Creating a contract over \$10,000 that complies with ARPA requirements must include the additional below sections as verbatim:

Procurement of recovered materials over \$10,000. - The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Termination for cause and for convenience - Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.

The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

Additional Clauses for Contracts Over \$100,000:

Creating a contract over \$100,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Certification form located in Appendix I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Note: Only include for contracts that involve the employment of mechanics or laborers. The Contract Work Hours and Safety Standards Act requires all contractors—prime and sub—to pay laborers and mechanics performing on a federal service contract and federal and federally assisted construction contract over \$100,000, 1.5 times their basic rate of pay for all hours worked over 40 in a workweek. Employers are liable to employees for these unpaid wages. The failure of a contractor to comply with this Act may also result in liability under the False Claims Act. Employees who are due unpaid wages under the Contract Work Hours and Safety Standards Act may file a complaint with the Wage and Hour Division within the U.S. Department of Labor. The DOL may then enforce the provisions of the Act against violators.

Additional Clauses for Contracts Over \$150,000:

Creating a contract over \$150,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33

U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Additional Clauses for Contracts Over \$250,000 (the simplified acquisition threshold as of 2022):

Creating a contract over \$250,000 that complies with ARPA requirements must include the additional below section(s) as verbatim:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Upon any breach of this Agreement by Contractor, the Contract Owner shall have all remedies available to it both in equity and/or at law.

Appendix I

Certification Regarding Lobbying (Awards to Contractors and Subcontractors in Excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____
Title: _____
Date: _____



September 2, 2021

Scott Fleury, Public Works Director
City of Ashland
20 East Main Street
Ashland, OR 97520

RE: Award for Legislative Appropriation for City of Ashland, Talent-Ashland-Phoenix Intertie Improvements, \$3,000,000.00 funded with the American Rescue Plan Act (ARPA)

Congratulations, as identified in HB 5006 of the 2021 Oregon legislative session your organization was awarded an allocation of American Rescue Plan Act (ARPA) funding for the above referenced project.

ARPA funds are federal funds that pass through the state of Oregon to your organization. There are still a few actions at the federal level yet to take place, including the release of final guidance from the US Treasury on eligible uses for ARPA funds. We anticipate this will occur around Fall 2021.

We encourage you to not begin work until final guidance is received or contract execution; however, we can begin working with you to gather the details of your project, which will assist us in expediting contract execution after final guidance from the US Treasury has been received.

Attached to this letter is a Project Contract Information form for collecting information regarding your project. This information will help us understand the nature of the project, determine eligibility related to final ARPA rules, expedite contract development, determine readiness to proceed and understand if additional resources are needed.

Please direct any questions to your Regional Development Officer, Marta Tarantsey, at 503-856-2693 or Marta.Tarantsey@oregon.gov. Please submit completed form to Marta Tarantsey at the email provided above.

Sincerely,

Melisa Drugge

Melisa Drugge, Regional Development Manager

Marta Tarantsey, Regional Development Officer
Business Oregon

Tawni Bean, Regional Project Manager
Business Oregon

REQUEST FOR PROPOSAL (RFP)

Professional Engineering Services for the Development of Talent - Ashland - Phoenix Water System Improvements

Project No: 2021-13

ISSUE DATE: May 13, 2022

PROJECT DURATION: 12 months

PROPOSALS DUE: June 1, 2022

Not later than 2:00 PM

Late proposals will not be
considered

REFER QUESTIONS TO:

Kevin Caldwell, Senior Project Manager

Phone: 541-552-2414

Email: kevin.caldwell@ashland.or.us

SUBMIT PROPOSALS TO:

Kevin Caldwell

20 East Main St

Ashland, OR 97520

CITY OF
ASHLAND

PUBLIC WORKS ENGINEERING
20 EAST MAIN STREET
ASHLAND OR 97520
541/488-5587

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ADVERTISEMENT

CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSAL PROFESSIONAL ENGINEERING SERVICES

The City of Ashland is seeking Proposals for professional engineering services for development of **Project No. 2021-13, the Development of Talent, Ashland and Phoenix (TAP) Water System Improvements.**

The project will result in these water system improvements as identified in the TAP Water System Master Plan:

1. Replace an existing 50 horsepower (HP) pump with a 125 HP pump at the Regional Booster Pump Station.
2. Installation of a new 50 HP pump at the Talent Booster Pump Station (BPS).
3. Replace the existing standby generator at the Talent BPS with a new larger generator.
4. Installation of a new standby generator at the Ashland BPS (not listed in the TAP Master Plan).
5. Evaluation of system telemetry components and recommendation/implementation of improvements.

The installation of these water system improvements must comply with all applicable codes and design standards pertaining to essential water facility components. The project will include, but is not specifically limited to, development of Plans, Specifications, and Estimates (PS&E), and bidding and construction support.

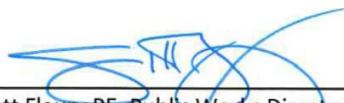
Proposals must be physically received by **2:00 PM**, (main lobby clock), **June 1, 2022** in the City of Ashland Engineering Office located at 51 Winburn Way, Ashland OR 97520 or by mail at 20 E. Main Street, Ashland, OR 97520. For further information, contact Kevin Caldwell, Project Manager at 541/552-2414 or by email at kevin.caldwell@ashland.or.us. Consultant selection is anticipated to result in the issuance of a contract for engineering services in the form provided in this RFP.

Proposal documents may be downloaded from the OregonBuys website. Any addendum that may be issued, relating to this proposal will only be available from OregonBuys and potential proposers are cautioned to continuously monitor the site for updates and addendum.

All proposals shall be submitted as set forth in Section 6 - Instructions to Proposers. The City is not responsible for proposals submitted in any manner, format or to any delivery point other than as required by the Solicitation Document. Proposals must be from an Oregon Professional Engineer and shall be concise, appropriate to the scale of the evaluation and include only items that are relevant to this specific project.

Consultant selection will be based upon weighed criteria as set forth in the Solicitation Document and will include criteria such as (but not limited to): proposed work plan and approach, schedule, general and special project experiences, team experience and availability, and other applicable criteria.

The City of Ashland reserves the right to cancel this procurement or reject any and all proposals in accordance with ORS 279B.100.



Scott Fleury PE, Public Works Director

First date of solicitation: May 13, 2022

DEFINITIONS

For the purpose of this RFP:

“Agency” or **“City”** means City of Ashland.

“Business days” means calendar days, excluding Saturdays, Sundays and all City recognized holidays.

“Calendar days” or **“days”** means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day.

“Council” means City of Ashland Council

“Department” means the City of Ashland Engineering Department.

“Manager” means the City of Ashland Project Manager.

“Proposers”- All firms submitting proposals are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as “Consultant”.

“RFP” means Request for Proposal.

“Scope of Work” means the general character and range of services and supplies needed to complete the work’s purpose and objectives, and an overview of the performance outcomes expected by Agency.

“Services” means the services to be performed under the Contract by the Consultant.

“Statement of Work” means the specific provision in the final contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

SECTION 1: PROJECT OVERVIEW

1.1 OBJECTIVES

The City of Ashland is seeking Proposals for professional engineering services for development of **Project No. 2021-13, the Development of Talent, Ashland and Phoenix (TAP) Water System Improvements.**

The project will result in these water system improvements as identified in the TAP Water System Master Plan:

1. Replace an existing 50 horsepower (HP) pump with a 125 HP pump at the Regional Booster Pump Station.
2. Installation of a new 50 HP pump at the Talent Booster Pump Station (BPS).
3. Replace the existing standby generator at the Talent BPS with a new larger generator.
4. Installation of a new standby generator at the Ashland BPS (not listed in the TAP Master Plan).
5. Evaluation of system telemetry components and recommendation/implementation of improvements.

The installation of these water system improvements must comply with all applicable codes and design standards pertaining to essential water facility components. The project will include, but is not specifically limited to the development of Plans, Specifications, and Estimates (PS&E), and bidding and construction support.

1.2 BACKGROUND INFORMATION

The TAP water system was initially developed in the early 2000's and delivers potable water from the Medford Water Commission to the Cities of Talent, Ashland and Phoenix. The TAP system includes several miles of large diameter transmission lines, three Booster Pump Stations and associated Reservoirs. The TAP water system is the only water source for Talent and Phoenix and is an supplemental water source for Ashland. All three Cities collaborate to manage and maintain the TAP system for the benefit of the partner Cities.

In 2020 the TAP Water System Master Plan was completed. This Master Plan includes a summary of current management, operations, maintenance and identifies specific capital improvement projects for the system. All of the Water System Improvements identified by this solicitation are derived from the TAP Water System Master Plan with the exception of the new standby generator at the Ashland BPS. The identified improvements are part of the individual water systems of the Cities of Talent, Ashland and Phoenix. However, the City of Ashland is administering the contract for all of the work in coordination with the other Cities.

1.3 RECOMMENDED WATER SYSTEM IMPROVEMENTS

The Regional BPS is located at 2992 Samike Dr. in Medford, OR and is managed by the City of Phoenix Public Works. At this facility it is recommended to replace an existing 50 HP vertical turbine pump with a new 125 HP vertical turbine pump and associated controls/electrical work. The existing pump has a US Motors 3-phase, 460 volt electric motor. It is also suggested to review and update the SCADA programming and telemetry to better allow for coordination between Cities and constant-rate pumping. A map and photos of this facility are attached in Exhibit C.

The Talent BPS is located at 260 Suncrest Rd. in Talent, OR and is managed by the City of Talent Public Works. At this facility it is recommended to add a new pump bay with a 50 HP horizontal pump and the necessary plumbing and controls/electrical work. It is also suggested to review and update the SCADA programming and telemetry to better allow for coordination between Cities and constant-rate pumping. The Talent BPS is currently served by a 3-phase 480 volt 200 KW back-up generator and an automatic transfer switch. This generator is recommended for replacement with a larger 300 KW generator to serve full build-out demands of the Talent BPS. A map and photos of this facility are attached in Exhibit B.

The Ashland BPS is located at 1001 W. Jackson Rd in Ashland, OR. and is managed by the City of Ashland Water Department. This facility does not have a back-up power supply. It is recommended that a new 450 KW generator be installed to serve full build-out demands of the BPS. This facility currently has a manual transfer switch and generator power inlet for emergency use. It is also suggested to review and update the SCADA programming and telemetry to allow for better coordination between Cities. A map and photos of this facility are attached in Exhibit A.

SECTION 2: SCHEDULE

The schedule of events listed below represent City’s estimated schedule for this RFP. This schedule is SUBJECT TO CHANGE and will be adjusted as required.

	EVENT	DAILY COUNT (CALENDAR DAYS)	DATE
1.	Request for Proposal Released	0	5/13/22
2.	Last Date for Request for changes/Protest for Specifications/Questions	10 days prior to Proposal Closing	5/20/22
3.	Last Date for City to Post Addenda	3 days prior to Proposal Closing	5/27/22
4.	Closing Date (last day to submit Proposals)		6/1/22
5.	Responses Evaluated	~15 days after Closing Date	6/16/22
7.	Intent to Award Announced	~15 days after Closing Date	6/16/22
8.	Contract Development and Award	~30 days after Closing Date	7/1/22
9.	Expected Project Completion (all phases)	~12 months after Contract Award	7/1/23

SECTION 3: SCOPE OF SERVICES

The successful Proposer will be expected to enter into a Personal Services Agreement with the City of Ashland (Exhibit E) for the completion of the following major tasks and requirements specific to those tasks:

3.1 GENERAL REQUIREMENTS

Personnel, Materials, & Equipment: The Consultant shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.

Safety Equipment: The Consultant shall provide and use all safety equipment including, and not limited to hard hats, safety vests and clothing required by State, Federal regulations and City or Department policies and procedures.

Professional Responsibilities: The Consultant shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply will all applicable codes and standards.

Project Management: The Consultant shall attend a project kickoff meeting with representatives of all three Cities. Thereafter, the Consultant and the City staff will meet as required for the project duration. The objectives of the meetings will include reviewing the scope, budget, schedule and deliverables. The Consultant will organize and manage the consultant project team and coordinate with Ashland Project Manager and City staff as necessary.

Monthly Invoices and Progress Reports: The Consultant shall prepare monthly invoices and progress reports including the following:

- Work Completed during the month by work task as a percentage of completion.

- Needs for Additional Information, Reviews, or Changes to the Scope of Work.
- Scope, Schedule, and Budget Issues and Changes

3.2 SPECIFIC TASKS AND DELIVERABLES

1. SITE INVESTIGATION, DATA COLLECTION, RECORD RESEARCH

- Review existing records and data including but not limited to drawings, maps, and other documents relevant to the limits and scope of this project.
- Locate on-site utilities and contacting utility companies for existing base maps.
- Visually inspect facility grounds for potential generator placement, pump installation, SCADA/telemetry hardware and programming, electrical components and requirements.
- Identify any potential conflicts or additional information required.
- Identify utility relocation or extension needs.

2. PRELIMINARY DESIGN (60% DESIGN SUBMITTAL)

- Prepare base mapping for each facility which includes elevations, utilities, right-of-way, easement, and other pertinent features.
- Develop preliminary design, showing existing and proposed improvements.
- Prepare list of technical specifications and engineer's cost estimate.

Deliverables:

A digital pdf copy of the 60% design submittal shall be presented to the City of Ashland for review. The submittal shall include the conceptual design showing the proposed improvements per facility and probable construction cost estimates. One meeting shall be scheduled with City staff for Consultant to present the 60% design submittal.

3. 90% DESIGN SUBMITTAL

- Incorporate 60% Design Submittal comments.
- Prepare complete detailed plans, standard and project details, technical specifications, bid schedule, bid item descriptions, and 90% engineer's cost estimate.
- Consultant shall prepare the Scope of Bids and Bid Schedule specification sections in addition to the technical specifications.
- The 90% Design Submittal shall be considered a complete design submittal.

Deliverables:

A digital pdf copy of the 90% design submittal shall be presented to the City for review. The submittal shall include contract documents and probable construction cost estimates. One meeting shall be scheduled with City staff to review City comments on the 90% design submittal.

4. FINAL DESIGN SUBMITTAL (100% DESIGN)

- Incorporate any 90% Design Submittal comments.
- Submit three sets of full-size stamped and signed final drawings along with three sets of technical specifications and other contract documents.
- Submit one copy of final quantity calculations and engineer's construction cost estimates.
- Submit all digital files (AutoCAD, MS Word, MS Excel, etc.) for the project.

Deliverables:

One (1) hard copy and one (1) pdf copy of the 100% final design submittal shall be presented to the City of Ashland for bid. The submittal shall include full-size stamped and signed final drawings, contract documents and probable construction cost estimates.

5. BID AND CONSTRUCTION SUPPORT

- The City of Ashland will administer the bidding and contract award processes in coordination with the other partner Cities.
- Provide bidding assistance/clarifications which includes responding to questions from potential bidders, attending the pre-bid meetings and job walks (assume 3 pre-bid meetings, one at each facility), assisting with preparation of addenda reviewing the submitted bids, and recommending a contract for award.
- Facilitate mandatory pre-construction site meetings with all necessary parties (assume 3 meetings, one at each facility).
- Attend and facilitate construction meetings as necessary.
- Conduct site visits at all locations during construction at appropriate stages.
- Provide submittal list, review submittals and shop drawings, change order requests and provide written recommendations to the City of Ashland.
- Review and respond to contractor’s request for information (RFI) and clarifications during construction and provide written recommendations to the City of Ashland.
- If necessary, assist the City of Ashland with the pre-purchase of major project components.
- Participate in the final inspection and assist with preparing the punch list of deficiencies.
- Prepare and submit digital as-builts / record drawings to the City of Ashland.

Deliverables:

Three (3) full-size hard copies, one (1) pdf digital copy and one (1) AutoCAD format copy of the record drawings.

3.3 TENTATIVE SCHEDULE OF KEY TASKS AND DELIVERABLES

The following the City’s desired schedule for key tasks and major deliverables:

<u>Task</u>	<u>Date</u>
Award Contract	7/1/22
Kick-off Meeting	7/10/22
50% Design Submittal	8/10/22
90% Design Submittal	8/25/22
100% Design Submittal	9/15/22
Release Construction Solicitation	10/1/22
Award Construction Contract	11/15/22
Construction Kick-Off Meeting	12/1/22
Construction Complete	6/1/23
As-built Drawing Submittal	7/1/23

SECTION 4: SELECTION CRITERIA

4.1 GENERAL

This method of personal services solicitation is categorized as Intermediate Procurement (contracts between \$5,000 and \$75,000). In accordance with ORS 279B.070 and AMC Section 2.50.120(A), Intermediate Procurement (4), If a contract is awarded, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110.

4.2 SELECTION CRITERIA AND SCORING

The selection criteria defined below are consistent with the minimum selection criteria established for Intermediate Procurement by AMC Section 2.50.120(C).

1. **Letter of Transmittal (Required, No Points Awarded).** On company letterhead, describe your firm’s interest in providing professional engineering services to the Cities of Talent, Ashland and Phoenix. This letter shall include the following components:
 - a. Certification that the Proposer is an Independent Contractor.
 - b. Indication that the Proposer accepts the terms of the City of Ashland Personal Services Agreement, provided in the Exhibit E of this RFP.
 - c. Acknowledgment of the specific addenda received OR a statement acknowledging no addenda were received.
 - d. An original, ink signature of an authorized representative of the firm.
 - e. Name, title, address, email, and telephone number of the signatory representative.
2. **Project Approach (25 Points Possible).** Provide a description of your firm’s approach to complete a successful preliminary design, final design, construction specifications, and construction administration for these types of critical water system projects. Include a summary of your quality control program.
3. **Project Experience (30 Points Possible).** Discuss at least three projects performed in the last 10 years involving similar work to the scope of work for this RFP, particularly any projects involving critical water systems. Include the following information for each project:
 - a. Client name, point of contact, address, and telephone number
 - b. Description and location of project and year of completion
 - c. Key Persons from your proposed Team involved in all disciplines
4. **Proposer’s Demonstrated Ability to Deliver Budget and Schedule on Similar Projects (25 Points Possible).** For each of the three (3) projects listed above, provide a discussion of whether the project was completed on time and on budget or needed to be revised. Briefly explain the reason for any revisions, and what attempts were made to bring the project back on schedule and within budget.
5. **Project Team Experience and Availability (20 Points Possible).**
 - a. Provide a list of the key staff proposed for this project (“Key Person(s)”). Provide the following for each key person: a summary of their proposed roles and a description of their relevant experience.
 - b. Indicate which individual will manage the project and be the primary contact. Indicate the specific experience this individual has managing projects similar to the project in this RFP.
 - c. State the estimated proportion of each Key Person’s time that will be spent on City’s project vs. total time spent on all Key Person’s projects during the term of contract.
 - d. Submit resumes that support each Key Person’s relevant experience. *No more than five resumes should be submitted as Appendix A and will not count against page limit.*
6. **Termination for Default (Pass or Fail).** Proposers shall indicate if they have had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the Proposer due to the Proposer’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and

determined that the Proposer was in default. If a Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party's name, address and phone number. City of Ashland will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past performance.

SECTION 5: PROPOSAL EVALUATION

5.1 REVIEW

Proposals will be reviewed and evaluated by an evaluation committee of reviewers consisting of at least one representative from each of the TAP partner Cities (Talent, Ashland, Phoenix). The total number of points possible for written Proposals is 100.

5.1 DEFECTIVE PROPOSALS

Due to limited resources, the City of Ashland generally will not completely review or analyze Proposals that on their faces fail to comply with the minimum mandatory requirements of the solicitation documents nor will City generally investigate the references or qualifications of such proposals. Therefore, City will not acknowledge whether an unsuccessful Proposal was complete, responsive, responsible, sufficient, or lawful in any respect. This is a public solicitation, the processes and procedures which are established and required by Oregon law and City-adopted rules. Proposers are advised to strictly follow the process, procedures, and requirements as set forth in this RFP and not anticipate or rely on any opportunity to negotiate, beyond such limitations that are identified herein.

5.2 RIGHT OF REJECTION

Proposers must comply with all terms of this RFP and all applicable federal, state, and local laws, administrative rules, and regulations. The City may reject any Proposal that does not comply with all material and substantial terms, conditions, and performance requirements of this RFP.

Proposers may not qualify the Proposal nor restrict the rights of the Cities of Talent, Ashland or Phoenix. If a Proposer does so, the City of Ashland may determine the Proposal to be a non-responsive counter-offer, and the Proposal may be rejected.

Minor informalities that may be waived include those that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision.

The City of Ashland reserves the right to refrain from making an award if the City determines that to be in its best interest.

A Proposal from a debarred or suspended Proposer shall be rejected.

5.3 REFERENCES

The City reserves the right to investigate any and all references and the past performance information provided in the Proposal with respect to the proposer's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on a schedule, and lawful payment of employees and workers.

The City of Ashland reserves the right to check any and all sources for information on a proposer's past performance, including sources other than the references provided in the proposer's Proposal. The City may consider information available from any source, including government bodies and regulatory authorities.

5.4 RESPONSIBILITY

The City of Ashland reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful Proposer's responsibility for performing the contract. Submission of a signed Proposal shall constitute approval for City to obtain any information the City deems necessary to conduct evaluation. The City of Ashland reserves the right to request additional information or documentation from the successful Proposer prior to award of contract. Such information may include, but is not limited to, current and recent balance sheets, income statements, cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in rescission of City's Intent to Award.

City may postpone the award of contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

5.5 CLARIFICATION OF RESPONSE

The City of Ashland reserves the right to request clarification of any item in any Proposal, or to request additional information necessary to properly evaluate a particular Proposal. All request for clarification and responses shall be in writing.

During the evaluation of Proposals, Proposers must respond to any request for clarification from the Evaluation Committee within 24 hours of request (Monday through Friday). Inability of the Evaluation Committee to reach a Proposer for clarification and/or failure of a Proposer to respond within the time stated may result in rejection of the Proposer's Proposal.

5.6 FINALIST SELECTION

The firm with the highest cumulative score as a result of written Proposal scoring will be considered the Finalist, and all other firms will be ranked according to next highest score, etc.

5.7 TIES AMONG PROPOSERS

If the City of Ashland determines after the ranking of potential firms, that two or more of them are equally qualified to be the Finalist, City may select a candidate through any process that the City believes will result in the best value for taking into account the scope, complexity and nature of the Work. The process shall instill public confidence through ethical and fair dealing, honesty and good faith on the part of the City of Ashland and Proposers and shall protect the integrity of the Public contracting process.

As part of the procedure for choosing the Finalist between two or more equally qualified candidates, City may elect to give a preference to a local consulting firm.

5.8 NOTICE OF INTENT TO AWARD

After the completion of the evaluation and ranking, the City of Ashland will issue a written Notice of Intent to Award, naming the Finalist, and send copies to all Proposers.

5.9 CONTRACT NEGOTIATION

The City of Ashland will attempt to reach an agreement with the Finalist in terms of Contractor's performance obligation, final schedule, and any modifications to Scope of Work deemed necessary for successful completion of the Project. The City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on in the same manner with the remaining proposers until an agreement is reached.

5.10 PROTEST PROCEDURES

The City of Ashland shall provide to all Proposers a copy of the selection notice that City sent to the Finalist. A Qualified Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the City. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Architectural, Engineering, or Land Surveying Services, or Related Services described in the RFP.

Eligible Proposers protesting award shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers.

- a) Protests must be received within seven (7) days after issuance of the notice of intent to award the Contract. The City of Ashland will not consider late protests.
- b) All protests must be in writing, signed by the protesting party or an authorized Agent. The protest must specify the grounds for the protest to be considered by the City.
- c) Protests based on procedural matters will not be considered.
- d) The City of Ashland's Public Works Director will review the protest and will fax and mail the protesting party a written response within three (3) business days of receipt of the written protest to the fax number and address provided in the proposal. Any written response may be comprised of a determination of the protest, a notice to the protesting party of the need for additional time in which to evaluate the matter, or other notice to the protesting party.
- e) If the Public Works Director's determination (response) is adverse to the protester, any further appeal of the Public Works Director's determination by the party must be submitted in writing to the Ashland City Manager within three (3) business days of issuance of the Public Works Director's determination (response).
- f) The City Manager will review any appeal of the Public Works Director's determination and shall fax and mail, in accordance with the fax number and address provided in the proposal, the protesting party a written response within three (3) business days of receipt of written appeal.
- g) If the determination of the Ashland City Manager is adverse to the protesting party's interest, the protesting party may only appeal to the Ashland City Council by filing a written notice of appeal to the Council with the City Manager within two (2) business days of issuance of the City Manager's written determination.
- h) The Ashland City Council, in considering the protest, shall review the documentation presented to the Public Works Director and the City Manager on the next regularly scheduled Council Meeting, but in

no event shall they be required to review in less than ten (10) business days, and thereafter, base their decision on such material. The Council review will be limited to the evaluation of compliance with City's policies and procedures, requirements of the RFP and the equal and fair application of the City of Ashland contracting rules. The Ashland City Council's determination shall be City's final decision.

- i) An adversely affected or aggrieved proposer must exhaust all avenues of administrative remedies before seeking judicial review of City's Consultant selection or Notice of Intent to Award.

5.11 RESULTING CONTRACT

Upon reaching final agreement with an awarded Proposer, the City will issue a Personal Services Agreement (PSA) in substantially the form as found in Exhibit E. The PSA will include the City's Standard Terms and Conditions, the final schedule and statement of work, and the proposal and all responses provided by the awarded Proposer.

SECTION 6: CONTRACT

6.1 CONTRACT FORM

The consultant selected by the City of Ashland in coordination with the other partner Cities will be expected to enter into a written agreement substantially the same form as attached to this RFP. The Proposal should indicate acceptance of the City of Ashland contract provisions. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted. Unconditional refusal to accept contract provisions will result in Proposal rejection.

Contract Duration – The City anticipates having the Consultant begin work immediately upon contract execution with submittal of final deliverables to the City of Ashland occurring no later than 12 months after contract execution. Proposals containing earlier completion of the deliverables are acceptable and encouraged.

Contract Payment – Contingent upon City's need, Consultant's performance and availability of approved funding, the City of Ashland reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services. Fixed price per deliverable. Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit

Ashland Living Wage Requirements – Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying at least the living wage as established by the City of Ashland for the effective date of June 30, 2021 (\$15.96 per hour). Additional information on when the living wage applies and how to calculate the living wage is appended to the Personal Services Agreement included in the appendix of this RFP.

6.2 BUSINESS LICENSE REQUIRED

The selected consultant must have or acquire a current business license from the Cities of Ashland, Talent and Phoenix prior to conducting any work under the contract.

6.3 INSURANCE REQUIREMENTS

Contactor shall at its own expense provide the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence. This is to cover damages caused by any error, omission, or negligent act related to the professional services to be provided under the contract.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under the contract.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

Additional Insured/Certificates of Insurance. Contractor shall name the Cities of Ashland, Talent, Phoenix, and the elected officials, officers and employees of all three (3) Cities as additional insureds on any insurance policies required herein but only with respect to contractor's services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are additional insureds. The consultant's insurance is primary and non-contributory. Insuring companies or entities are subject to City of Ashland acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City of Ashland. The contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance.

6.4 LAWS AND REGULATIONS

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

SECTION 7: INSTRUCTIONS TO PROPOSERS

7.1 GENERAL

All proposals and any resulting contracts are subject to the provision and requirements of Oregon Revised Statutes, Sections 279A and 279B. Engineering contracts are further subject to 279C and to the City of Ashland (City) Municipal Code Section 2.50.

7.2 INFORMATION OF RECORD

This Request for Proposal (RFP) will be distributed through OregonBuys. All updates, addendum, and related communications will be published through OregonBuys. It is the sole responsibility of the proposer to check the OregonBuys website (<https://oregonbuys.gov/bsol/>) on a timely basis for critical information regarding the proposal.

7.3 PROPOSAL PREPARATION

Proposals shall be typewritten, precise, and shall not include unnecessary promotional material. Except for Letter of Transmittal and resumes, the proposal shall contain **no more than 8 pages**. Proposals shall be titled "Proposal for Professional Engineering Services for the Development of TAP Water System Improvements".

One original (wet ink signature) and six complete copies of the proposal shall be submitted to the City of Ashland prior to the advertised proposal closing date. One digital copy shall be submitted on a USB drive.

7.4 PROPOSAL FORMAT AND CONTENTS

Responses must follow the format outlined in this RFP. Headers, titles or tabs shall be used to identify required information. Additional materials in other formats of pages beyond the stated page limit may not be considered. Proposal responses shall be organized in the following manner and shall address each item listed in the Selection Criteria:

- Letter of Transmittal
- Project Approach
- Project Experience
- Demonstrated Ability to Deliver Budget and Schedule on Similar Projects
- Project Team Experience and Availability
- Termination for Default Status

7.5 SIGNATURE ON PROPOSAL

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a Proposal certifies 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 made without collusion or fraud. Signature on a Proposal also certifies that the proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of this RFP.

7.6 PREPARATION COSTS

The City of Ashland may cancel a solicitation, whether informal or formal, or reject all Proposals, without liability incurred by City at any time after issuing an RFP, if City believes it is in City's best interest to do so. Consultants responding to RFPs are responsible for all costs they may incur in connection with submitting Proposals and responses to RFPs, which includes, but is not limited to: preparation, submittal, travel expenses, interviews, presentations, or evaluation of any Proposal.

7.7 CONFORMANCE TO SOLICITATION REQUIREMENTS

Proposals shall conform to the requirements of this Request for Proposals. All necessary attachments (Letter of Transmittal, Resumes, etc.) shall be submitted with the Proposal and in the required format. Failure to comply with all requirements may result in Proposal rejection.

7.8 QUESTIONS AND CLARIFICATIONS

Questions regarding the information contained in the RFP document must be submitted in writing or by email to the City of Ashland Project Manager listed on the cover page of this RFP. All questions must be received not later than ten (10) calendar days prior to the proposal submission deadline. Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information.

7.9 ADDENDA

Any addendum or addenda issued by the City of Ashland which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the proposer. All official addendums will be issued through OregonBuys and it shall be the proposer's sole responsibility to acquire any and all addendum pertaining to RFP. Proposer shall indicate receipt of all issued addenda by indicating the number of addenda received on the Proposal Form

7.10 PROTEST OF REQUIREMENTS

Proposers may submit a written protest of any provision, specification or contract term contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, not later than ten (10) calendar days prior to the advertised proposal closing date.

A proposer's written protest must meet the following requirements:

- A detailed statement of the legal and factual grounds for the protest.
- The reason for the protest or request for change.
- A statement of the form of relief requested or any proposed changes to the specifications or contract document.

All protests shall be mailed or otherwise delivered to the City marked as follows:

PROPOSAL PROTEST
Project No. 2021-13
City of Ashland Public Works Dept.
ATTN: Kevin Caldwell, Project Manager
20 East Main St
Ashland, OR 97520

City Response: The City of Ashland may reject without consideration a proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City of Ashland receives a written protest from a proposer in accordance with this rule, the City may extend closing if the City determines an extension necessary to consider the protest and to issue addenda, if any, to the solicitation of document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS. 279B.405.

7.11 PROPOSAL MODIFICATION

Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal

closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the project number and closing date and time. Proposers may not modify proposals after proposal closing date and time.

7.12 PROPOSAL WITHDRAWALS

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Project Manager prior to the date and time set for closing. Proposals may be withdrawn in person before closing time upon presentation of appropriate identification.

7.13 PROPRIETARY INFORMATION

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.311 to 192.478 410 et seq.), except such portions of the proposals for which Proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the Proposer claims is confidential must meet the requirements of ORS 192.345, 192.355, or other applicable law. The entire proposal may not be marked as "confidential".

The City of Ashland is subject to the Oregon Public Records Laws (ORS 192.311 to 192.478), which require the City to disclose all records generated or received in the transaction of City business, except as expressly exempted. The City of Ashland will not disclose records submitted by a Proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations.

The entire Proposal cannot be marked confidential. All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other Proposal documents in a separate envelope or package
- Where the specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- Where such conflict occurs, the Proposer is instructed to respond with the following: "Refer to confidential information enclosed."
- This statement shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as "confidential." Proposers shall also cite the specific statutory basis for the exemption and give the reasons why the public interest would be served by the confidentially. Should a Proposal be submitted as described in this section, no portion of it will be held confidential unless that portion is segregated as described in the criteria above.

Notwithstanding the above procedures, the City of Ashland reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the City's Attorney, the District Attorney, or a court of competent jurisdiction.

7.14 TERMS AND CONDITIONS

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, the City will not negotiate any term or condition after the protest deadline, except the statement of work and calendar with the selected proposer. By submitting a Proposal, the selected proposer agrees to be bound by the terms and conditions as set forth in this RFP and as such terms and conditions may

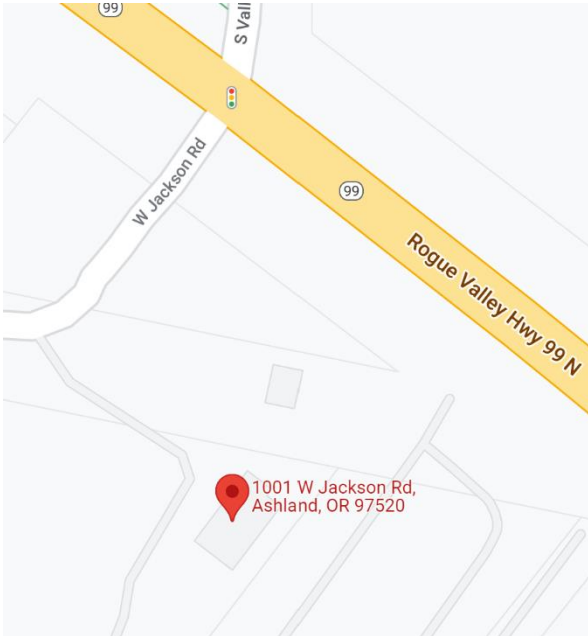
have been modified or reserved by the City of Ashland for negotiation. Any Proposal that is received conditioned upon City's acceptance of any other terms and conditions or rights to negotiate will be rejected.

7.15 PROPOSAL OPENING

Unless otherwise provided by law, Proposals received in response to this RFP shall be opened at the date and time set for closing at the City of Ashland Engineering Services Building at 51 Winburn Way, Ashland, Oregon 97520. Proposers who attend the Proposal opening shall be informed only of the names of the Proposers submitting Proposals. No other information shall be available, and no copies of the Proposals shall be made. Award decisions will NOT be made at that time.

EXHIBIT A

Ashland BPS map and photos



Location of the Ashland BPS



Manual transfer switch inside Ashland BPS



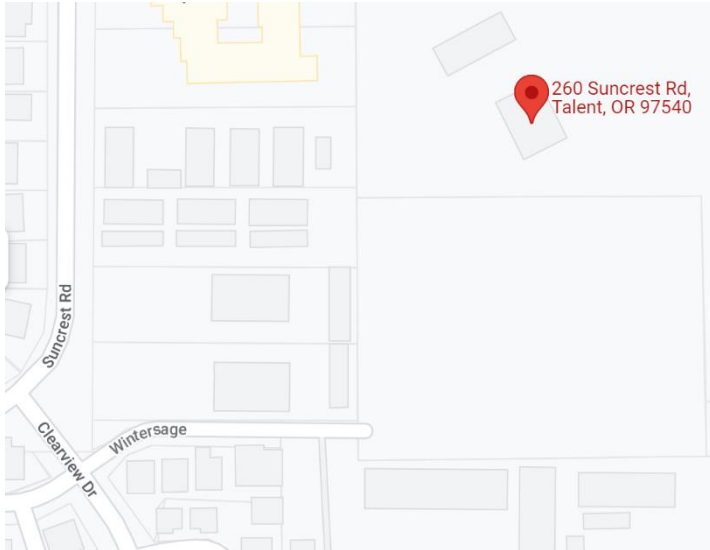
Ashland BPS proposed new generator location



BPS generator electrical power inlet cabinet

EXHIBIT B

Talent BPS map and photos



Location of the Talent BPS



Existing pumps inside the Talent BPS



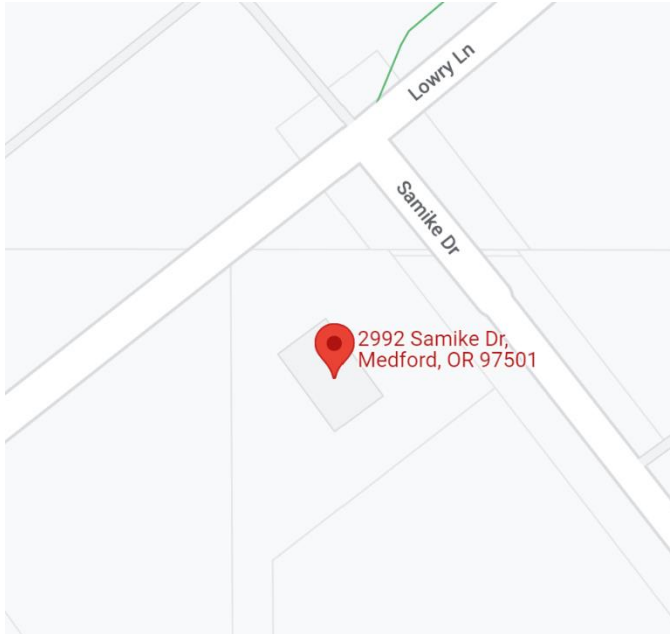
Existing generator at the Talent BPS



Existing automatic transfer switch in Talent BPS

EXHIBIT C

Regional BPS map and photos



Location of the Regional BPS



1 of 2 (50 hp) pumps proposed for replacement



Regional BPS 50 hp pump motor tag

EXHIBIT D

Project descriptions from the TAP Master Plan

PS-1: Regional BPS Programming Updates

Programming updates to the Regional BPS require SCADA Human Machine Interface (HMI) improvements, Phoenix Shop BPS programming and Regional BPS programmable logic controller (PLC) programming.

PS-2: Regional BPS Short-Term Expansion

Replace one of the 50 hp pumps at the Regional BPS with a 125 hp pump. This project is needed to meet increasing TAP demands when all TAP Partner Cities are at maximum day demands.

PS-3: Talent BPS Small Pump Installation

A smaller 50 hp pump is recommended to allow Talent to pump at a constant rate to meet its low winter demands.

PS-4: Talent BPS Programming Updates

This project includes SCADA (HMI) improvements and Talent BPS programming to adjust to constant rate pumping.

PS-5: Talent BPS Generator Upgrade

The generator upgrade at the Talent BPS will provide standby power to run the BPS for build-out demands for Talent and Ashland combined.

O-2: Telemetry Summary Report

A summary of the existing telemetry systems is recommended, including an update to the topology graphics for the TAP system.

Note: The Ashland BPS generator and telemetry improvements are not specifically listed in the TAP Master Plan.

EXHIBIT E

Example Personal Services Agreement

PERSONAL SERVICES AGREEMENT

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-XXXX Fax: 541/552-XXXX</p>	<p>CONSULTANT:</p> <p>CONSULTANT’S CONTACT:</p> <p>ADDRESS:</p> <p>TELEPHONE:</p>
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This Personal Services Agreement (hereinafter “Agreement”) is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and XXXXXXXXXX, a domestic professional corporation or limited liability company ("hereinafter “Consultant”), for (description of services to be provided.).

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

1. **Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the “Effective Date”), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than XXXXXXXXXX.
2. **Scope of Work:** Consultant will provide (description of services to be provided) as more fully set forth in the Consultant’s Proposal dated XXXXXXXXXX, which is attached hereto as “Exhibit X” and incorporated herein by this reference. Consultant’s services are collectively referred to in this Agreement as the “Work.”
3. **Compensation:** City shall pay Consultant the sum of \$XXXXXXX (this amount may be an hourly rate OR a lump sum - write out amount in long form here, e.g. two hundred thousand and eighty-five dollars) as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of \$XXXXXXXX (write out amount in long form here) without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant’s invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.

4. **Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
5. **All Costs Borne by Consultant:** Consultant shall, at its own risk, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.
6. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the services to which they will be assigned in a skilled manner and, if required to be registered, licensed, or bonded by the State of Oregon, are so registered, licensed, or bonded.
7. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$22,310.46 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as “Exhibit B” predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, costs, judgments, or other damages, caused solely by the gross negligence of City.
11. **Termination:**
 - a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
 - b. City's Convenience. This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.
 - c. For Cause. City may terminate or modify this Agreement, in whole or in part, 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:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. 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 or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide

the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

- d. For Default or Breach.
 - i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

- 12. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.
- 13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.
- 14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.

- 15. Insurance.** Consultant shall, at its own expense, maintain the following insurance:
- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the Work to be provided under this Agreement.
 - c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
 - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.
 - f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.
- 16. Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 17. Consultant's Compliance With Tax Laws:**
- 17.1 Consultant represents and warrants to the City that:
- 17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:
- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
 - (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
- 17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

18. Notice. Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:

City Department
Attn: Contract Administrator
Address
Ashland, Oregon 97520

With a copy to:

City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

If to Consultant:

XXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

- 19. Governing Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 20. Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
- 21. Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City’s fiscal year budget. Consultant understands and agrees that City’s payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable

administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

22. THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND 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. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
23. **Certification.** Consultant agrees to and shall sign the certification attached hereto as “Exhibit C” and incorporated herein by this reference.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND:

By: _____
Joseph L. Lessard, City Administrator

Date

Purchase Order No. _____

XXXXXXXXXX (CONSULTANT):

By: _____
Signature

Printed Name

Title

Date

(**W-9** is to be submitted with this signed Agreement) _____

APPROVED AS TO FORM:

City Attorney

Date

CITY OF ASHLAND, OREGON

City of Ashland

LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$15.74 per hour, effective June 30, 2020.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$22,002.43** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$22,002.43**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, Oregon 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- _____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

Consultant's signature

Date