

Council Business Meeting

September 3, 2019

Agenda Item	TAP Master Plan Special Procurement	
From	Scott Fleury, PE	Deputy Public Works Director
Contact	Scott.fleury@ashland.or.us ; (541) 552-2412	

SUMMARY

Before the Council is a special procurement for engineering consultant services for development of the Talent-Ashland-Phoenix (TAP) Master Plan. The cities of Talent, Ashland, Phoenix make up the TAP group and wish to work together to develop a formal TAP system master plan that will detail the system's current conditions, maintenance obligations and future improvements through a capital improvement plan. The special procurement is a direct contracting approach with RH2 Engineering for engineering services to work with the three cities and create the master plan.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

Goal 1: Develop current and long-term budgetary resilience

- Continue to improve the budget process: transparency, rigor, innovation, community involvement, and collaboration

- Evaluate revenue streams

Goal 2: Analyze City departments/programs to gain efficiencies, reduce costs and improve services

- Implement a cost recovery plan and analysis for each department that coincides with the annual review of fees and charges and revenues

- Evaluate and communicate street program timelines and funding security

Goal 3: Enhance and improve transparency & communication

- Develop a robust program to engage with Ashland citizens about City priorities and our progress on those priorities, public input opportunities and processes, how individual citizens can help meet City goals, budgeting and decision-making processes, etc.

Maintain Essential Services-Drinking Water

Continue to leverage resources to develop and/or enhance Value Services

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 Council has taken numerous previous actions over the past two decades with respect to the TAP system construction including purchasing water rights, approving investments into initial pipeline upgrades, system development and the design and construction of pipeline and pump station improvements.

BACKGROUND AND ADDITIONAL INFORMATION

Ashland's 1998 Water Master Plan projected daily peak water demand would exceed the treatment plant's capacity by 2016. At that time, the preferred solution was connecting into the Medford Water Commission (MWC) drinking water supply through an interagency agreement called TAP. The City entered into TAP with an agreement, invested \$2.6 million to upsize transmission piping from Medford to Talent and purchased Lost Creek water rights as an initial investment for the TAP system.

Following the City Council's decision in 2008 to delay the TAP project, the City began the process of evaluating different options to solve projected peak demand issues. The City adopted an updated water master plan in 2012, which identified the need for a redundant water source during droughts, algae blooms, earthquakes, fire in the watershed, and other water quality issues that could restrict our limited water supply. The TAP project was included in the master plan for such emergencies. The project was originally scheduled for construction in 2015 through the capital improvement program, but significantly diminished snow fall and winter drought conditions led Council to approve the TAP transmission line and pump station be constructed through an emergency procurement process in 2014. The TAP transmission line and temporary pump station were constructed in the summer of 2014 that provided the community with an emergency source of water. The permanent pump station was constructed and finalized in October 2016. In addition, the City negotiated payment of MWC system develop charges (SDC) necessary for creating the actual connection to the TAP system.

The City has made a significant investment in the TAP system over the past two decades to provide the community with a redundant source of water. Such an investment requires collaboration and a formal master plan the cities of Talent, Ashland and Phoenix can use moving forward. The TAP system master plan will establish a guiding document with maintenance and improvements put in place that are agreed upon by the three communities.

- Document the existing TAP system facility information;
- Confirm future supply demands for the next 40-year planning horizon;
- Assess the condition and capacity of the existing system for future planning;
- Identify operational constraints and recommends operational adjustments for improved efficiency;
- Develop options for meeting or revising the MWC Purchase Agreements to achieve compliance;
- Develop a Capital Improvement Plan (CIP) to meet future demands and major facility replacements;
- Formalize the TAP system financing to guide the allocation of operational, maintenance, and capital costs between the TAP Partner Cities; and
- Provide recommendations for developing a new TAP IGA between the TAP Partner Cities.

Special Procurement:

The Cities of Talent, Ashland and Phoenix believe a special procurement process for direct award of a professional services contract with RH2 Engineers is appropriate. RH2 Engineers have significant depth and breadth of knowledge with respect to the TAP water system and the water systems that rely on it: Ashland, Talent, and Phoenix. For almost two decades local RH2 staff have supported these cities under a variety of titles including consultant, interim City Engineer, and Public Works Director. In these roles they participated in key decisions on the TAP supply system including infrastructure planning, design, maintenance, operation, management, water rights, and integration with the Medford Water Commission. RH2 staff designed and oversaw construction of the latest TAP infrastructure including the 16-inch pipeline that extends the TAP supply from Talent to Ashland, the Ashland TAP Booster Pump Station, expansion of the TAP Regional Booster Pump Station, and the Talent Booster Pump Station. RH2 staff currently support the TAP operational control systems that control and monitor all three pump stations and two reservoirs. Additionally, RH2 has just completed the water master plans for all three cities, including development of demand projections, future supply requirements, and hydraulic models

that reflect the operation of the TAP system. Lastly, RH2 is participating with Medford Water Commission and all the regional Rogue Valley water utilities on overall water supply management, including the operation of the TAP system.

The typical process to procure professional services for a plan of this nature would dictate a Qualifications Based Solicitation (QBS) proposal process. Proposers would outline their qualifications with respect to the project requirements and the proposals would be evaluated by a scoring team. After a consultant firm was selected, scope and fee negotiations would commence leading for a formal contract award.

Staff believes the special procurement-direct award to RH2 will provide substantial cost savings to each jurisdiction. Due to RH2s operating knowledge of the TAP system and having completed water master plans for Talent, Ashland and Phoenix, they are well ahead of the learning curve and would require less time for specific requirements a master plan project would require including, document review, historic research, staff discussions on operations and issues. All work performed will also come from their local office and meetings will be hosted locally thus reducing the overall expense associated with travel requirements. In addition, development of a QBS solicitation document for a master plan involving three communities will require a significant amount of staff time and coordination thus increasing the overall project cost.

FISCAL IMPACTS

The total fee developed by RH2 Engineering for the TAP Master Plan is \$140,476. Through the Intergovernmental Agreement each community has agreed to fund a third of the total project cost, which for Ashland comes to \$46,825. Public Works staff requested a \$50,000 appropriation during the budget process to support the development of a TAP Master Plan. This request was subsequently approved through the formal budget process. Additional resources include City staff time to participate in the master plan development and management of the formal professional services contract. This includes two-hour monthly meetings and any additional time for documentation review. Staff expects the project to formally start in September and wrap up in spring/summer of 2020.

STAFF RECOMMENDATION

Staff recommends approval of the special procurement with RH2 Engineering for development of the TAP Master Plan.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve a special procurement process for direct the contracting of professional services with RH2 Engineering in the amount of \$140,476 for development of the TAP Master Plan.

I move to direct staff to follow a traditional procurement process using a Qualifications Based Selection proposal process.

REFERENCES & ATTACHMENTS

Attachment 1: TAP Master Plan professional services contract

Attachment 2: Form #9 Special Procurement

PERSONAL SERVICES AGREEMENT (greater than \$25,000.00)

<p style="text-align: center;">CITY OF ASHLAND</p> <p style="text-align: center;">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: Rachel Lanigan</p> <p>ADDRESS: 22722 29th Drive SE, Suite 210 Bothell, WA 98021</p> <p>TELEPHONE: 425.951.5338</p> <p>EMAIL: rlanigan@rh2.com</p>
--	--

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 updating the Water Master Plan (WMP) for the TAP facilities.

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 12/31/2020. RH2
- 2. Scope of Work:** Consultant will provide updates to the Water Master Plan (WMP) for the TAP facilities as more fully set forth in the Consultant’s Scope of Work dated February 2019, 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, at its own risk and expense, 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 the sum of **\$140,476.00 (not to exceed)** 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 **\$140,476.00 (not to exceed)** 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 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. RB/RH2
- 9. **Living Wage Requirements:** If the amount of this Agreement is \$20,688.86 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, 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 ~~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).~~ ^{to the extent the harm caused arises from negligent acts, or errors, or omissions in} 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. RB/RH2
- 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 occurrence. This is to cover any damages caused by error, omission or negligent acts related to the professional services 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 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: 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:

RH2 Engineering, Inc. (CONSULTANT):

By: _____

City Administrator

Printed Name

Date

By: Michael J. Ballard

Signature

Richard L. Ballard
Printed Name

Director
Title

7/17/19
Date

Purchase Order No. _____

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

APPROVED AS TO FORM:

Kat L. [Signature]
Assistant City Attorney

July 31, 2019
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} 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 RLB/RHZ business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

RLB (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.

RLB (2) Commercial advertising or business cards or a trade association membership are purchased for the business.

RLB (3) Telephone listing is used for the business separate from the personal residence listing.

RLB (4) Labor or services are performed only pursuant to written contracts.

RLB (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.

Richard Z. Ballard 7/17/19

Consultant Date

EXHIBIT A
Scope of Work
Talent-Ashland-Phoenix Group
TAP Water Master Plan

February 2019

Background

In the late 1990s, the Cities of Talent, Ashland, and Phoenix (TAP Partner Cities) collaborated in the development of a new water supply transmission project (TAP) to provide domestic water from the Medford Water Commission (MWC) to their communities. The City of Talent needed to replace its aging source of supply (water treatment facility on Bear Creek); the City of Phoenix needed to supplement its current supply from MWC; and the City of Ashland wanted access to a secondary emergency source of supply. In 2000, the TAP Partner Cities entered an Intergovernmental Agreement (IGA) to construct the TAP supply system from the MWC to the City of Talent. The system initially only supplied water to the Cities of Phoenix and Talent until 2015, when the City of Ashland installed additional transmission facilities to provide an emergency source of supply for its community. Over the last few years, it has become increasingly apparent that an updated Water Master Plan (WMP) for the TAP facilities would be beneficial to all TAP Partner Cities as it is an essential supply for all three communities.

The WMP addresses several goals:

- Documents the existing TAP system facility information;
- Confirms future supply demands for the next 40-year planning horizon;
- Assesses the condition and capacity of the existing system for future planning;
- Identifies operational constraints and recommends operational adjustments for improved efficiency;
- Develops options for meeting or revising the MWC Purchase Agreements to achieve compliance;
- Develops a Capital Improvement Plan (CIP) to meet future demands and major facility replacements;
- Formalizes the TAP system financing to guide the allocation of operational, maintenance, and capital costs between the TAP Partner Cities;
- Provides recommendations for developing a new TAP IGA between the TAP Partner Cities.

Task 1 – Project Administration

Objective: Coordinate with TAP Partner Cities staff and the RH2 Engineering, Inc., (RH2) project team to manage the schedule, cost, and final deliverables for the project. This role will occur throughout all tasks within this Scope of Work and will be a key component in project completion.

Approach:

- 1.1 Provide Project Coordination. Coordinate with TAP Partner Cities staff and manage RH2 staff resources. Monitor the scope, budget, and schedule of the project. Perform project administration and management tasks to help facilitate timely delivery of work products. Submit monthly project status updates on scope, budget, and schedule.

- 1.2 Develop a Project Schedule. Develop a draft and final project schedule (11-inch by 17-inch PDF format) for completion of the WMP.
- 1.3 Request and Review Data. Collect and review available data related to the TAP system, including as-builts, service agreements, historic operation data, and operational costs.
- 1.4 Coordinate and Attend Project Meetings. Coordinate regular project meetings with TAP Partner Cities to review project status updates, review results of various tasks, and discuss upcoming tasks. Provide an agenda and meeting minutes for each meeting. The following meetings are anticipated:
- TAP Meeting 1 – Project Kickoff.** Review the data requests, project schedule, operational issues, supply goals, and overall goals of the project.
- TAP Meeting 2 – Existing System and Supply Analysis.** Review comments on Chapter 1 – Existing System. Review the results of the supply analysis. Develop operating goals for use in Task 4.
- TAP Meeting 3 – System Operation and Capacity Analysis.** Review the results of the system operation and capacity analysis.
- TAP Meeting 4 – Draft CIP.** Review the cost estimates, draft CIP, and decision matrix.
- TAP Meeting 5 – Final CIP.** Review the final CIP with TAP Partner Cities staff comments incorporated.
- TAP Meeting 6 – Financial Analysis Workshop.** Review recommendations from Hansford Economic Consulting on the financial analysis.
- TAP Meeting 7 – Draft WMP Review.** Discuss comments on the Draft WMP to come to resolution on the City Council Draft WMP. Review presentation materials to be presented at City Council meetings.
- TAP Meeting 8 – IGA Recommendations and Next Steps.** Review recommendations for inclusion in an updated IGA and discuss next steps for completing an updated IGA.
- Additional Meeting.** One (1) additional meeting beyond the above identified meetings is included for unforeseen coordination needs.
- 1.5 Coordinate with MWC. Coordinate with MWC on key elements of the project. The following two (2) MWC coordination meetings are anticipated:
- MWC Meeting 1 – MWC Supply.** Discuss the ability to provide future supply and pressure to the TAP system. Discuss impacts to the MWC system for constant rate pumping versus variable rate pumping. Discuss options for peak hour restrictions. Request that MWC provide the infrastructure improvements required and potential cost estimates to meet short- and long-term TAP supply needs.
- MWC Meeting 2 – MWC Purchase Agreements.** Coordinate a meeting with MWC and the TAP Partner Cities to discuss recommended changes to the MWC Purchase Agreements. Includes a discussion of maintenance assumptions of TAP facilities before and after the MWC master meter.

Assumptions:

- *RH2 will rely on the accuracy of data, information, and materials provided by each City or others in relation to this task.*

- *RH2's Project Manager will coordinate communication through each TAP Partner City's Project Manager.*
- *Each TAP Partner City will respond to requests in a timely manner.*
- *The schedule will aim to have project meetings on a monthly basis; however, some tasks may take longer than four (4) weeks and require a longer time frame.*
- *Meetings will be scheduled three (3) weeks in advance to accommodate staff from all TAP Partner Cities. Agendas will be distributed one (1) week ahead of meetings and hardcopies will be provided at meetings. Presentation materials and meeting minutes will be distributed one (1) week following the meeting.*
- *TAP Partner Cities will contract with the City of Ashland; only one (1) invoice will be sent monthly.*

Provided by TAP Partner Cities:

- Available data on the existing TAP facilities, including as-builts, service agreements, historic operation data, and operational costs.
- TAP Partner Cities' staff will attend and actively participate in project meetings.

RH2 Deliverables:

- Draft and final schedule (PDF version).
- Monthly invoices (PDF version).
- Monthly project status updates (PDF version).
- Meeting agendas (8½ -inch by 11-inch hardcopy and PDF version) and meeting minutes (PDF version).

Task 2 – Existing System

Objective: Summarize the existing TAP infrastructure system, operation, and historic documents.

Approach:

- 2.1 Develop System Maps and Hydraulic Profile. Develop system maps of the TAP system infrastructure and develop the hydraulic profile. Establish limits where the TAP system ends and TAP Partner Cities distribution and transmission begin.
- 2.2 Conduct a Condition Assessment. Conduct a high-level condition assessment of the major components of existing TAP facilities and estimate their expected service life.
- 2.3 Prepare Draft Chapter 1 – Existing System. Prepare a draft of Chapter 1 – Existing System that documents the existing infrastructure, current operations and operational issues, condition assessment results, and existing agreements, including previous capacity allotments and assigned responsibilities. Submit a draft to the TAP Partner Cities for review. Document comments, responses, and edits in a Comment Response Log and submit to the TAP Partner Cities for review.

Assumptions:

- *The condition assessment will not include site visits but will be developed from RH2's knowledge of the system from past work with TAP Partner Cities input.*

RH2 Deliverables:

- Draft Chapter 1 – Existing System (PDF and Microsoft Word versions).

- Chapter 1 Comment Response Log (PDF version).

Task 3 – Supply Analysis

Objective: Confirm supply capacity needs and review current and potential impacts to the TAP system supplies.

Approach:

- 3.1 Prepare Demand Forecast. Confirm projected demands and supply goals of each TAP Partner City for the next 40 years. *A supply analysis for each City is not included in this Scope of Work. Each TAP Partner City is responsible for confirming its desired amount of water from the TAP system.*
- 3.2 Assess Emergency Supply from the City of Ashland. Assess the potential to supply emergency water from the City of Ashland to the Cities of Talent and Phoenix. Identify potential available capacity for different time periods and potential impacts to the TAP system. Identify infrastructure requirements with cost estimates.
- 3.3 Identify Charlotte Ann Water District Impacts to TAP System. Identify the likelihood and potential impacts of the Charlotte Ann Water District becoming part of the City of Phoenix. Identify customer demands and supply capacity from MWC documents.
- 3.4 Prepare a Supply Strategy. Confirm supply availability to meet demands given supply sources described above, MWC ability to meet supply requirements at the TAP Regional Booster Pump Station, and potential for a new City of Phoenix MWC connection. Develop a supply strategy that includes a decision matrix for securing adequate supply to meet demand.
- 3.5 Prepare Draft Chapter 2 – Supply Analysis. Prepare draft Chapter 2 – Supply Analysis that documents the supply analysis subtasks. Summarize TAP Partner Cities water rights and reference the regional water rights strategy. Include results of meetings with MWC to document the ability of MWC to meet the supply requirements. Submit a draft to the TAP Partner Cities for review. Document comments, responses, and edits in a Comment Response Log and submit to TAP Partner Cities for review.

Assumptions:

- *The Scope of Work for this project summarizes water rights but does not assess water rights.*

Provided by TAP Partner Cities:

- Supply goals for TAP supply system.

RH2 Deliverables:

- Draft Chapter 2 – Supply Analysis (PDF and Microsoft Word versions).
- Chapter 2 Comment Response Log (PDF version).

Task 4 – System Operation and Capacity Analysis

Objective: Determine the ability of the TAP system infrastructure to meet current and future supply requirements.

Approach:

- 4.1 Establish Operational Goals. Establish the operational goals of the TAP system (e.g., constant pump rates, meeting diurnal demands, avoiding impacts to individual storage reservoirs, optimizing pump efficiencies, avoiding peak flows from MWC, etc.).

- 4.2 Perform Hydraulic Modeling. Combine the hydraulic models of the TAP Partner Cities into a WaterCAD hydraulic model to represent the full TAP system and current use. Build the model using available data related to pump station capacity and operating conditions, average day and maximum day demands, diurnal demand fluctuations, and future demand scenarios. Perform a macro calibration of the model by comparing actual versus modeled storage water levels and pump flow rates for up to three (3) operating conditions. *A detailed calibration that compares system stresses (such as hydrant flows) is not anticipated to benefit the model's accuracy and is not included in this Scope of Work.*
- 4.3 Analyze Pump Station Capacity. Assess the pump station total and firm capacity against the supplies required by each TAP Partner City. Provide recommendations for meeting varying pump station capacity criteria (e.g., firm supply or total supply).
- 4.4 Conduct an Operation Assessment. Develop up to six (6) operational strategies that adjust pump flow rates during average day and maximum day demand conditions to meet varying operational goals for the short-term planning period (ten (10) years). Develop extended period simulation (EPS) scenarios in the hydraulic model to assess the operational strategies. Evaluate transmission capacity and storage volume requirements, particularly operational storage, for each operational scenario. Identify potential pump replacements that would improve efficiency. Summarize the predicted impacts on the system and ability to meet the operational goals in a series of tables and graphs to be reviewed in Meeting 4.
- 4.5 Perform Hydraulic Analysis of Emergency Supply from the City of Ashland. Using the hydraulic model, evaluate the ability of the system to receive emergency supply from the City of Ashland. Identify potential flow rates and operational impacts to tank levels.
- 4.6 Assess the SCADA System. Coordinate and document the TAP supervisory control and data acquisition (SCADA) system deficiencies and requested improvements for increased monitoring and controls of the TAP systems. Identify monitoring and control needs between the TAP Partner Cities for short- and long-term operations considering the potential for emergency supply from the City of Ashland.
- 4.7 Prepare Draft Chapter 3 – System Operation and Capacity Analysis. Prepare draft Chapter 3 – System Operation and Capacity Analysis that documents the results of the related subtasks. Submit a draft to the TAP Partner Cities for review. Document comments, responses, and edits in a Comment Response Log and submit to TAP Partner Cities for review.

Assumptions:

- RH2 has access to the most current water hydraulic models for all Cities and will use these for Task 4.2.

Provided by TAP Partner Cities:

- TAP Partner Cities will be actively involved in the development of the operational assumptions needed for the analysis.
- Provide requested SCADA system improvements.

RH2 Deliverables:

- Draft Chapter 3 – System Operation and Capacity Analysis (PDF and Microsoft Word versions).
- Chapter 3 Comment Response Log (PDF version).

Task 5 – MWC Purchase Agreements

Objective: Evaluate options to meet or recommend changes to the MWC Purchase Agreements for the TAP Partner Cities.

Approach:

- 5.1 Recommend MWC Purchase Agreement Modifications. Given the results of Tasks 3 and 4, compare costs and benefits for varying operations to meet or request revision of the MWC purchase agreements (which currently assume constant pump flow rates). Identify the most viable option and make recommendations for system modifications and/or changes to request from MWC. Confirm goals for maintenance of the supply line before and after the master meter.
- 5.2 Prepare Technical Memorandum 1 – MWC Purchase Agreement Recommendations. Develop a draft and final technical memorandum (TM) summarizing the recommendations for updating the MWC Purchase Agreements. Submit to the TAP Partner Cities for review. Document comments, responses, and edits in a Comment Response Log and submit to TAP Partner Cities for review.

Assumptions:

- *RH2 will not perform hydraulic modeling for MWC under this contract.*
- *MWC will provide information in a timely manner such as to not hinder the project schedule.*

RH2 Deliverables:

- Draft TM 1 – MWC Purchase Agreement Recommendations (PDF and Microsoft Word versions).
- Final TM 1 – MWC Purchase Agreement Recommendations (PDF).
- TM 1 Comment Response Log (PDF version).

Task 6 – Capital Improvement Plan

Objective: Develop a short- and long-range CIP to document required investments in the TAP system to continue to meet supply and operational needs.

Approach:

- 6.1 Prepare Planning-Level Cost Estimates. Estimate planning-level costs of recommended improvements. Include costs for relocation of transmission system in Highway 99 for Oregon Department of Transportation (ODOT) project. Estimate ongoing operation and maintenance costs.
- 6.2 Prioritize Improvements. Develop and prioritize the improvements and recommendations made in the previous sections of the WMP into a comprehensive CIP, including replacement of major components identified in Section 2.2. Incorporate results of seismic resilience assessments from a separate Seismic Resilience Plan. Identify a decision matrix for implementing improvement and maintenance projects.
- 6.3 Prepare Draft Chapter 4 – TAP CIP. Prepare draft Chapter 4 – TAP System CIP that documents the cost estimates, recommended CIP, and decision matrix. Incorporate TAP Partner City comments into the Draft CIP. Submit a draft to the TAP Partner Cities for review. Document comments, responses, and edits in a Comment Response Log and submit to TAP Partner Cities for review.

Assumptions:

- *The seismic resilience assessment for the TAP system will be complete prior to this task.*

Provided by TAP Partner Cities:

- Staff from each TAP Partner City will attend the meeting, actively review draft CIP, and assist in the development of the final CIP.

RH2 Deliverables:

- Draft Chapter 4 – Capital Improvement Plan (PDF and Microsoft Word versions).
- Chapter 4 Comment Response Log (PDF version).

Task 7 – Financial Plan and Cost Allocation

Objective: Formalize the TAP system financing to guide the allocation of operational, maintenance, and capital costs between the TAP Partner Cities. This task will be led by Hansford Economic Consultants.

Approach:

- 7.1 Identify Current and Future Costs. Confirm current operation and maintenance (O&M) costs. Estimate future O&M costs. Utilize the draft CIP developed in Task 6 as the basis for projection of future capital costs. Identify potential emergency costs.
- 7.2 Allocate Current Costs. Understand the current methodologies for allocating capital and operating costs between the TAP Partner Cities. Work with staff of each TAP Partner City to understand issues with current methodologies.
- 7.3 Develop Funding Strategy Alternatives and Cost Allocation Methodology. Develop funding strategies with TAP Partner Cities staff. Identify cost allocation alternatives for consideration by the TAP Partner Cities. *The funding strategies and cost allocation alternatives will focus on least-cost funding and equitable cost-sharing methods.* Develop a reporting mechanism for budgeting purposes and transparency in cost share determination.
- 7.4 Prepare Draft Chapter 5 – Financial Plan and Recommended Cost Allocation Method. Prepare Draft Chapter 5 – Financial Plan that summarizes the anticipated capital, operation, and maintenance costs, and the recommended funding strategy and cost allocation methodology. Submit a draft to the TAP Partner Cities for review. Document comments, responses, and edits in a Comment Response Log and submit to TAP Partner Cities for review.
- 7.5 Conduct Financial Alternatives Meetings. Conduct meetings with each TAP Partner City individually to discuss funding alternatives and receive feedback. These meetings will be coordinated and scheduled individually. The workshop listed in Subtask 1.4, Meeting 6, with the TAP Partner Cities will be held after these individual meetings. Prepare meeting agendas and distribute meeting minutes.

Assumptions:

- *RH2 will rely on the accuracy of data, information, and materials provided by each City or others in relation to this task.*

Provided by TAP Partner Cities:

- Staff from each TAP Partner City will attend and be actively involved with the financial alternatives meetings.

RH2 Deliverables:

- Draft Chapter 5 – Financial Plan and Recommended Cost Allocation Method (PDF version).

- Chapter 5 Comment Response Log (PDF version).
- Meeting agendas and meeting minutes (PDF version).

Task 8 – WMP Development

Objective: Prepare a full draft and final WMP for submittal to the TAP Partner Cities.

Approach:

- 8.1 Develop Executive Summary. Develop an Executive Summary of the WMP.
- 8.2 Submit Draft WMP. Incorporate final comments from previous chapters to develop a Draft WMP for submittal to the TAP Partner Cities for review. Document comments, responses, and edits in a Comment Response Log and submit to the TAP Partner Cities for review.
- 8.3 Prepare City Council Draft WMP. Incorporate TAP Partner City staff comments into a City Council Draft WMP for submittal to TAP Partner City Councils.
- 8.4 Attend City Council Presentations. Prepare presentation slides and present the results of the Draft WMP to each TAP Partner City Council.
- 8.5 Prepare Final WMP. Incorporate final comments into the Final WMP. Submit one (1) electronic PDF version and two (2) bound hardcopies of the Final WMP to each TAP Partner City and the MWC.

Assumptions:

- *The TAP Partner Cities will be responsible for developing hardcopies and distributing the draft WMP to City Council members prior to the City Council presentations.*

Provided by TAP Partner Cities:

- Review and comments on draft presentation materials for City Council meetings.
- Each TAP Partner City will provide staff and other arrangements for the public meetings on the Draft WMP.

RH2 Deliverables:

- Draft WMP (PDF version).
- Comment Response Log for WMP.
- City Council Draft WMP (PDF version).
- Draft and final presentation materials for distribution to City Council Members (PDF version).
- Final WMP (two (2) bound hard copies and PDF version) to each TAP Partner City and the MWC.

Task 9 – Draft Intergovernmental Agreement

Objective: Develop recommendations for an updated IGA between the TAP Partner Cities to assist in starting the negotiation process on a new formal agreement.

Approach:

- 9.1 Prepare TM 2 – IGA Recommendations. Develop a draft and final TM summarizing recommendations for inclusion in a new IGA that summarizes anticipated future costs, the funding and cost allocation methods, operation and maintenance responsibilities, and the decision matrix for future improvements. Submit to the TAP Partner Cities for review. Include as an appendix to the WMP.

Assumptions:

- *Developing a final IGA between the TAP Partner Cities is not within the Scope of Work of this WMP.*

RH2 Deliverables:

- Draft and final TM 2 – IGA Recommendations (PDF version).

City of Ashland LIVING WAGE

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



\$15.39 per hour, effective June 30, 2019.

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 **\$21,507.75** 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 **\$21,507.75**.

- 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 employees.

EXHIBIT C -**Talent-Ashland-Phoenix Group
TAP Water Master Plan****Fee Estimate**

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Project Administration	143	\$ 22,993	\$ -	\$ 940	\$ 23,933
Task 2 Existing System	53	\$ 8,305	\$ -	\$ 467	\$ 8,772
Task 3 Supply Analysis	72	\$ 11,220	\$ -	\$ 638	\$ 11,858
Task 4 System Operation and Capacity Analysis	138	\$ 21,756	\$ -	\$ 1,259	\$ 23,015
Task 5 MWC Purchase Agreements	22	\$ 3,879	\$ -	\$ 97	\$ 3,976
Task 6 Capital Improvement Plan	61	\$ 9,460	\$ -	\$ 539	\$ 9,999
Task 7 Financial Plan and Cost Allocation	32	\$ 5,782	\$ 30,983	\$ 145	\$ 36,910
Task 8 WMP Development	121	\$ 17,409	\$ -	\$ 1,568	\$ 18,977
Task 9 Draft Intergovernmental Agreement	18	\$ 2,962	\$ -	\$ 74	\$ 3,036
PROJECT TOTAL	660	\$ 103,766	\$ 30,983	\$ 5,726	\$ 140,476

EXHIBIT D		
RH2 ENGINEERING, INC.		
2019 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$135	\$/hr
Professional II	\$146	\$/hr
Professional III	\$156	\$/hr
Professional IV	\$169	\$/hr
Professional V	\$181	\$/hr
Professional VI	\$196	\$/hr
Professional VII	\$213	\$/hr
Professional VIII	\$226	\$/hr
Professional IX	\$226	\$/hr
Technician I	\$94	\$/hr
Technician II	\$107	\$/hr
Technician III	\$120	\$/hr
Technician IV	\$134	\$/hr
Administrative I	\$60	\$/hr
Administrative II	\$74	\$/hr
Administrative III	\$91	\$/hr
Administrative IV	\$109	\$/hr
Administrative V	\$127	\$/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	\$0.580	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

**SPECIAL PROCUREMENT
REQUEST FOR APPROVAL**

To: City Council, Local Contract Review Board

From: *Paula Brown PE, Public Works Director*

Date: *7/12/2019*

Subject: REQUEST FOR APPROVAL OF A SPECIAL PROCUREMENT

In accordance with ORS279B.085, this request for approval of a Special Procurement is being presented to the City Council for approval. This written request for approval describes the proposed contracting procedure and the goods or services or the class of goods or services to be acquired through the special procurement and the circumstances that justify the use of a special procurement under the standards set forth ORS 279B.085(4).

1. **Requesting Department Name:** Public Works-Engineering
2. **Department Contact Name:** Paula Brown PE, Director of Public Works
3. **Type of Request:** _____ Class Special Procurement Contract-specific Special Procurement
4. **Time Period Requested:** From September 2019 To: June 2020
5. **Total Estimated Cost:** City of Ashland share of \$46,825.
6. **Short title of the Procurement:** Professional Services for development of a T.A.P. System Master Plan

Supplies and/or Services or class of Supplies and/or Services to be acquired:

Professional engineering services to develop a Talent, Ashland, Phoenix (T.A.P.) System Master Plan. All three communities have been maintaining the current TAP system and operating under an Intergovernmental Agreement. The TAP communities wish to develop a system master plan in order to better define maintenance and capital requirements for the system over the next 20-year period. This will allow the communities to pro-actively management and improve the system as needed.

7. Background and Proposed Contracting Procedure: Provide a description of what has been done in the past and the proposed procedure. The Agency may, but is not required to, also include the following types of documents: Notice/Advertising, Solicitation(s), Bid/Proposal Forms(s), Contract Form(s), and any other documents or forms to be used in the proposed contracting procedure. Attach additional sheets as needed.

Background: The general solicitation process requires either a Request for Proposal or Qualifications Based Selection process based on the expected monetary amount of the contract. Consultants provide a formal response and the responses are evaluated by City staff in order to make a selection.

Proposed procedure: The proposed procedure for this process is to direct award a professional services contract for the scope of work agreed upon by Ashland, Talent and Phoenix for the TAP

Master Plan. The three communities have agreed to split the overall contract cost equally and this is represented in a Council approved Intergovernmental Agreement.

8. **Justification for use of Special Procurement:** Describe the circumstances that justify the use of a Special Procurement. Attach relevant documentation.

RH2 Engineers provides a significant depth and breadth of knowledge with respect to the TAP water system and the water systems that rely on it: Ashland, Talent, and Phoenix. For almost two decades local RH2 staff have supported these cities under a variety of titles including consultant, interim City Engineer, and Public Works Director. In these roles they participated in key decisions on the TAP supply system including infrastructure planning, design, maintenance, operation, management, water rights, and integration with the Medford Water Commission. RH2 staff designed and oversaw construction of the latest TAP infrastructure including the 16-inch pipeline that extends the TAP supply from Talent to Ashland, the Ashland TAP Booster Pump Station, expansion of the TAP Regional Booster Pump Station, and the Talent Booster Pump Station. RH2 staff support the TAP operational control systems that control and monitor all three pump stations and two reservoirs. Additionally, RH2 has just completed the water master plans for all three cities, including development of demand projections, future supply requirements, and hydraulic models that reflect the operation of the TAP system. Lastly, RH2 is participating with Medford Water Commission and all the regional Rogue Valley water utilities on overall water supply management, including the operation of the TAP system.

9. **Findings to Satisfy the Required Standards:** This proposed special procurement:

X (a) will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts because:

This special procurement will not diminish competition for public contracts as RH2 has unmatched knowledge of the TAP water systems and outside consultant firms would be far behind the baseline learning curve with respect to development of a master plan in a timely and cost effective manner.

(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.); **and**

X (b)(i) will result in substantial cost savings to the contracting agency or to the public because:

Due to RH2s operating knowledge of the TAP system and having completed water master plans for Talent, Ashland and Phoenix, they are well ahead of the learning curve and require less time for specific requirements a master plan project including, document review, historic research, staff discussions on operations and issues. This will result in an overall cost savings for the project. All work performed will also come from their local office and meetings will be hosted locally thus reducing the overall expense associated with travel requirements.

(Please provide the total estimate cost savings to be gained and the rationale for determining the cost savings); **or**
 (b)(ii) will otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the requirements of ORS 279B.055, 279B.060, 279B.065, or 279B.070, or any rules adopted thereunder because:

(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.)

Public Notice:

Pursuant to ORS 279B.085(5) and OAR 137-047-0285(2), a Contracting Agency shall give public notice of the Contract Review Authority's approval of a Special Procurement in the same manner as a public notice of competitive sealed Bids under ORS 279B.055(4) and OAR 137-047-0300. The public notice shall describe the Goods or Services or class of Goods or Services to be acquired through the Special Procurement and shall give such public notice of the approval of a Special Procurement at least seven (7) Days before Award of the Contract.

After the Special Procurement has been approved by the City Council, the following public notice will be posted on the City's website to allow for the seven (7) day protest period.

Date Public Notice first appeared on www.ashland.or.us – September 4, 2019

PUBLIC NOTICE
Approval of a Special Procurement

First date of publication: *September 4, 2019*

A request for approval of a Special Procurement was presented to and approved by the City Council, acting as the Local Contract Review Board, on *September 3, 2019*

The City of Ashland in conjunction with the cities of Talent and Phoenix which form the TAP system wish to develop a TAP system master plan. The TAP system master plan will better define maintenance and capital requirements for the system over the next 20-year period. This will allow the communities to pro-actively management and improve the system as needed.

The City will direct award a professional services contract to RH2 Engineering in the amount of \$140,476 of which the City of Ashland's share is \$46,825. This is a one time project specific direct award of contract to RH2 Engineering. The project is slated to begin in September 2019 and finish by June 2020.

It has been determined based on written findings that the Special Procurement will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts, and result in substantial cost savings or substantially promote the public interest in a manner that could not be realized by complying with the requirements that are applicable in ORS 279B.055, 279B.060, 279B.065, or 279B.070.

An affected person may protest the request for approval of a Special Procurement in accordance with ORS 279B.400 and OAR 137-047-0300. A written protest shall be delivered to the following address: City of Ashland, Scott Fleury PE, Public Works, 20 E. Main Street Ashland, OR 97520The seven (7) protest period will expire at 5:00pm on *September 10, 2019*

This public notice is being published on the City's Internet World Wide Web site at least seven days prior to the award of a public contract resulting from this request for approval of a Special Procurement.