



**Coos Bay-North Bend Water Board**

**Request for Qualification Based Selection for  
WATER MASTER PLAN**

<b>Submittals Due:</b>	<b>Not Later than 3:00 PM Pacific Time, Monday, October 26, 2020</b> Late submittals will not be considered.
<b>Submit Submittals to:</b>	Coos Bay-North Bend Water Board 2305 Ocean Blvd PO Box 539 Coos Bay, OR 97420
<b>RFQ Document Availability:</b>	<b>Visit:</b> <a href="http://www.cbnbh2o.com">www.cbnbh2o.com</a> <b>Email:</b> <a href="mailto:ivan_thomas@cnbh2o.com">ivan_thomas@cnbh2o.com</a> <b>Phone:</b> 541-267-3128
<b>Deadline for Questions:</b>	Friday, October 16, 2020
<b>Electronic Responses:</b>	Original hardcopy, signed submittals are acceptable. Due to COVID-19 firms may submit RFQ's electronically in PDF format. To submit electronically, request for a Dropbox link no later than October 20, 2020.
<b>Notifications:</b>	Addenda, notifications, invitations and Notice of Intent to Award will be sent by email to all plan holders.
<b>Contact:</b>	<b>Direct Questions to:</b> Ivan Thomas, General Manager – <a href="mailto:ivan_thomas@cnbh2o.com">ivan_thomas@cnbh2o.com</a> & Matt Whitty, PE., Engineering Manager – <a href="mailto:matt_whitty@cnbh2o.com">matt_whitty@cnbh2o.com</a> Phone: 541-267-3128

**Advertisement/Notice**

**Request for Qualifications (RFQ)**  
**FOR PROFESSIONAL SERVICES FOR DEVELOPMENT**  
**OF A WATER MASTER PLAN**

Notice is hereby given that the Coos Bay-North Bend Water Board (Water Board) is requesting qualifications for Professional Engineering Services to create and perform an update of the Water Board's existing Water Master Plan. The Board desires to enter into a professional services contract with a qualified individual or firm who can demonstrate competency and experience in Water Master Planning, including water supply, water treatment, and water distribution planning services.

To receive consideration, RFQ's shall be submitted in accordance with the following:

1. Delivery to:  
Coos Bay-North Bend Water Board  
Attn: Ivan Thomas; General Manager  
2305 Ocean Boulevard  
P.O. Box 539  
Coos Bay, OR 97420
2. Six (6) copies by **3:00 p.m. October 26, 2020 – Due to COVID-19, firms may submit RFQ's electronically in pdf. format. To submit electronically, request for a Dropbox link no later than October 20, 2020.**
3. The RFQ package shall not exceed twenty five (25) pages
4. Submittals shall be sealed and clearly marked "COOS BAY-NORTH BEND WATER BOARD - RFQ WATER MASTER PLANNING".

The Water Board does not expect responses to this RFQ to contain any proprietary information. The RFQ response documents will remain confidential until such time as the Water Board has completed a review of all RFQ submittals. Submittals shall not be open for public inspection until after a contract award is issued.

The Water Board reserves the right to reject any submittal not in compliance with all prescribed public contracting statutes, rules and procedures which apply to this project, to waive any and all informalities and irregularities in the submittal and evaluation process as may be deemed in the best interests of the Water Board, and to reject any and all submittals upon finding that it is in the public interest to do so. Additionally, the issuing of this RFQ does not obligate the Water Board to accept or contract for any express or implied services.

Any inquiries regarding this Request for Qualifications should be directed to:

Ivan Thomas, General Manager  
Coos Bay-North Bend Water Board  
2305 Ocean Boulevard  
Post Office Box 539  
Coos Bay, Oregon 97420-0108  
Tel: (541)267-3128, ext.236  
Fax: (541)269-5370  
Email: [ivan\\_thomas@cbnbh2o.com](mailto:ivan_thomas@cbnbh2o.com)

Matt Whitty  
Coos Bay-North Bend Water Board  
2305 Ocean Blvd  
Post Office Box 539  
Coos Bay, Oregon 97420-0108  
Tel: (541) 267-3128, ext. 232  
Fax: (541) 269-5370  
Email: [matt\\_whitty@cbnbh2o.com](mailto:matt_whitty@cbnbh2o.com)

The Water Board hereby notifies all prospective firms or individuals that it will affirmatively ensure that small or minority business enterprises will be afforded full opportunity to submit in response to this invitation and will not be discriminated against on the grounds of age, race, religion, color, sex, national origin, or ancestry in consideration for an award. In accord with Oregon Public Contracting regulations, this RFQ solicitation encourages participation by Minority and Women-Owned Business Enterprises (MWOBE). Participation may be either on a direct basis in response to the RFQ or as a subcontractor to a proposer. However, unless required by federal statutes or regulations, no preference will be included in the evaluation of an RFQ submittal and no minimum level of MWOBE participation shall be required as a condition for follow up interviews in the selection of a contractor, and RFQ submittals will not be rejected or considered non-responsive on that basis.

Published:

- Daily Journal of Commerce – Oregon; September 30, 2020; <http://publicnotices.djcoregon.com>
- South Coast Shopper, Coos Bay, Oregon; September 30, 2020; <https://www.southcoastshopper.com/>

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## SPECIAL INSTRUCTIONS

**Submittal Title: Coos Bay-North Bend Water Board Water Master Plan**

**Submittal Due Date: 3:00 p.m., Monday, October 26, 2020**

### 1. INTRODUCTION

The Coos Bay-North Bend Water Board is a jointly owned municipal water system authorized by ORS 225.050, "Joint Construction, Ownership and Operation of Water Works; Financing". The Cities of Coos Bay and North Bend are the joint owners of the Water Board. The utility is located on the Southern Oregon Coast serving the communities of Coos Bay, North Bend and portions of Coos County. The Water Board is the largest water supplier on the Oregon Coast serving approximately 35,500 individuals through approximately 13,500 service connections.

#### Source of Supply

The Water Board utilizes both surface and ground water sources to supply municipal and industrial demand. All sources are located in the Oregon Water Resources Department's South Coast Basin.

- Upper Pony Creek Dam and Reservoir - Upper Pony Creek Reservoir was created by Upper Pony Creek dam, which was constructed in 2000 -2001. This new dam replaced an existing structure constructed in 1951, and tripled the storage capacity of the Upper Pony Creek Reservoir. The impoundment contains 6,250 acre-feet (AF) at full pool (elevation 106 msl). The Upper Pony Creek watershed encompasses 3000 forested acres, forming the head waters of Pony Creek. The Water Board has a current fish passage waiver issued by the Oregon Department of Fish and Wildlife (ODFW) for this structure. ODFW did not require installation of fish screening equipment at the point of diversion.
- Merritt (Lower Pony Creek) Dam and Reservoir - Merritt Reservoir was created by Merritt dam, which was constructed in 1988. This structure replaced an existing dam built in the 1920's. The impoundment contains 385 AF at full pool (elevation 40.9 ft msl) and is located in the forested Pony Creek watershed below Upper Pony Creek reservoir.
- Joe Ney Dike and Reservoir - Joe Ney Reservoir is created by the Joe Ney Dike, which was refurbished in 2000. The impoundment contains 275 AF at full pool (elevation 9.78 feet msl) and is located in privately owned forest lands comprising the Joe Ney watershed.
- Dunes Aquifer Wellfield – The Dunes Aquifer Wellfield is comprised of 18 production wells located within the boundaries of the United States Forest Service (USFS) managed Siuslaw National Forest – Oregon Dunes National Recreation Area. Wellfield operation is managed by conditions outlined in a Special Use Permit issued by the USFS. This permit is in the process of renewal with Water Board consultant GSI Water Solutions. The wellfield is currently developed to supply 4 million gallons per day (MGD). Transmission lines aggregate production, which is delivered for industrial use distribution at the

south end of the wellfield, or for municipal use to an existing non-operational treatment plant facility located adjacent to the wellfield. Average daily demand for untreated water from the dunes wellfield is approximately 0.465 MGD.

The Water Board does not have any exchange agreement, intergovernmental cooperation agreements, connections with other municipal systems, or water supply or delivery contracts.

### **Water Treatment**

The Water Board owns and operates the Pony Creek Water Treatment Plant (PCWTP) as its main water treatment facility. The PCWTP is a 12 MGD conventional water treatment plant that averages 3.53 MGD of finished water on a daily basis. Seasonal summer demands require a peak demand of between 6 – 7 MGD annually. The PCWTP is located just north of Merritt Dam on the Water Board's main campus located at 2305 Ocean Blvd, Coos Bay.

The Water Board also owns the North Spit Water Treatment Plant. This plant is set up to treat water from the dunes wellfield. The plant last operated in 2012-2013. Currently, the plant is not operational and in need of operational overhaul before it could be used effectively.

### **Water Distribution System**

The Water Board's water distribution system has two main pressure zones. The low-level (205 feet) and high-level (309 feet) pressure zones serve a large majority of the Water Board's 258 miles of distribution system piping. The low-level system feeds from a 9 million gallon clear well located southeast of the PCWTP. The high-level system feeds from the 1 million gallon high-level reservoir located just north of the 9 million gallon clear well.

The Water Board's 258 miles of distribution piping consist of cast and ductile iron, PVC, asbestos cement, galvanized, and steel piping. Pipe sizes range from 2-inches to 20-inches. The water distribution system also consists of 32 pump stations and 18 storage facilities that feed various customers and neighborhoods in its service area. These facilities are primarily fed from the two main pressure zones. Other infrastructure consist of 5,494 valves, 1,195 fire hydrants, and various instrumentation and SCADA equipment.

### **Goal of Master Planning**

The Water Board desires to enter into a professional services contract with a qualified firm who can demonstrate competency and experience in Water Master Planning including but not limited to water quality evaluations, water supply, water treatment, and water distribution planning, hydraulic modeling, development of capital improvement planning, risk assessment and seismic resiliency.

This is a Qualification Based Selection (QBS) Request for Qualifications (RFQ). This RFQ process will be used to select the most qualified Proposer. Price, hourly rates, pricing policies and number of hours proposed, and/or overhead will be negotiated per the Water Board's Public Contracting Rules.

Additional requirements are given in the **PROJECT/SUBMITTAL INFORMATION** section (Page 12).

2. SCHEDULE OF RFQ EVENTS

- Release RFQ Documents September 30, 2020
- Deadline for Questions October 16, 2020
- Deadline to Request Electronic Submittal October 20, 2020
- Deadline for Submission October 26, 2020 – 3 pm
- Notice of Shortlist December 1, 2020
- Firm Interviews (if required) December 10, 2020
- Selection of Consultant December 20, 2020
- Contract Negotiations December 21 – January, 5 2021
- Contract Award January 25, 2021
- Commencement of Contract (tentative) March 1 , 2021

3. PLACE OF SUBMISSION OF QUALIFICATIONS

Provide six (6) bound copies of the submittal, including the original copy marked "ORIGINAL." All submittals must arrive at the Water Board office on or before the listed due time and date. A corporate officer who has been authorized to make such a commitment must sign the submittals. Submittals shall be sealed in an opaque envelope or box, with the words "**COOS BAY-NORTH BEND WATER BOARD – RFQ WATER MASTER PLANNING**" clearly written on it. The document shall be addressed and delivered as follows to:

Coos Bay-North Bend Water Board  
2305 Ocean Blvd.  
PO Box 539  
Coos Bay, OR 97420

4. RFQ QUESTIONS, CLARIFICATIONS, AND CHANGES

Any request for clarification of the information provided in this solicitation must be in writing (preferably in email) to the Contact shown on page 1 of this document. The deadline for submitting questions is also shown on page 1 of this document.

4.1 Changes to the RFQ and Addenda

If the Water Board determines that additional information or clarification to the RFQ is necessary, or if changes are made to the RFQ, such information will be supplied in addenda, posted as specified on page 1 of this RFQ.

Addenda shall have the same binding effect as though contained in this RFQ. The Water Board shall issue all addenda not less than five (5) days prior to the deadline for submission.

Verbal statements made by the Water Board's representatives are not binding on the Water Board.

Board unless confirmed by written addendum.

## 5. EVALUATION OF SUBMITTALS

An Evaluation Committee consisting of Water Board representatives will review and evaluate the submittals, and make a recommendation of award. The criteria listed below will be used to determine the finalists and apparent successful submittal.

If the Water Board deems one or more submittal is in need of clarification, it may request such clarification in writing. The Water Board will afford the Proposer(s) contacted an opportunity to respond with the necessary clarification.

## 6. SUBMITTAL FORMAT AND CONTENT

### 6.1 Submittal Format

Water Board submittal standards:

- A. Submittal shall be 25 pages or less in length, not including resumes, appendices and attachments.
- B. Submittal shall include a two-page (maximum) cover letter as the first pages of the submittal.
- C. Submittal shall include Attachment B: "Proposer Certifications and Representations".
- D. Submittal shall address all evaluation criteria in the order presented.
- E. Submittal shall be double-sided when possible. Double-sided sheets are considered equal to two pages.
- F. The main body of the submittal shall be a minimum 11 pt font size.
- G. Oversized 8 ½ x 14 or 11 x 17 pages are considered one page. The submittal shall be limited to a maximum of three (3) oversized pages including a project schedule page.
- H. Submittals shall be printed in portrait mode and bound along the long edge.
- I. Submittal shall be prepared simply and economically, and is comprised of recyclable and, ideally, recycled materials.
- J. The original hardcopy submittal shall be marked "Original".
- K. Please do not include sales or promotional materials as part of submittal.

These standards are mandatory. Submittals not conforming to these standards may receive lower scores, for example, if submittals are overly lengthy or responses to evaluation questions are not easily located within the submittal.

### 6.2 Submittal Content and Evaluation

Criteria Include the content listed below:

Each submittal shall be limited in length and judged as a demonstration of the Consultant's capabilities and understanding of the project.



Evaluation criteria and maximum points will be as follows:

<b>Criteria:</b>	<b>Score</b>
Cover Letter	0
Firm Experience	20
Individual Experience	20
Project Understanding	25
Project Approach	30
Schedule	5
<b>Total</b>	<b>100</b>

Address each of the following Evaluation Criteria completely, and in the order provided.

- A. Cover Letter: Provide a cover letter and brief company overview. A statement in the cover letter shall specifically stipulate that the consultant accepts all terms and conditions contained in the RFQ and sample Professional Services Contract. Any exceptions to the terms and conditions or Professional Services Contract shall be included as an Appendix to the submittal. The letter shall name the person(s) authorized to represent the Consultant in any negotiations and the name of the person(s) authorized to sign any contract or agreement, which may result. The cover letter must be signed by a legal representative of the Consultant firm or institution, authorized to bind the firm or institution in contractual matter.
  
- B. Firm Experience on Similar Projects: This section relates to the firm's and key sub consultants experience, capabilities and resources in:
  1. Facility inventory and evaluation of existing system conditions
  2. Existing and future water quality and regulatory requirements
  3. Hydraulic modeling and analysis
  4. Distribution storage requirements analysis
  5. Cost estimating
  6. Capital Improvement Program development
  7. Risk & Resiliency Master Planning
  8. Provide a listing of a minimum of the last five (5) water master plans with at least two (2) water master plans for cities or utilities with more than 30,000 residents. Projects located in the Pacific Northwest region are preferred. For each project include the project name, project description, project duration - start and end date, and the contract value.

List any individuals in your proposed Project Team who participated in each project. Document projects where members of the proposed Project Team have worked together previously and their responsibilities on those projects.
  
- C. Individual Experience on Similar Projects: This section relates to the project manager, key staff and any sub-consultant, if applicable. The basic questions are:

1. How do the team's qualifications and experience on similar projects relate to this specific project?
  2. Does the team's expertise cover all phases of the project? This section should describe:
    - a. Organizational chart of the staff to be assigned to the project including project principal. (Team presented is ideally the team for the length of the project.)
    - b. Extent of project manager and key staff involvement,
    - c. Project manager and key staff experience in proposed scope items,
    - d. Unique qualifications,
    - e. Current assignments, locations of work, and expected completion date,
    - f. Roles and responsibilities on this project of key staff, and
    - g. Percentage of time that key staff will be devoted to the project over the proposed project schedule.
- D. Project Understanding: This section should provide clear and concise understanding of the project and major issues, based upon existing information provided by this RFQ or obtained from the Water Board.
- E. Project Approach: This section deals with the firms or individuals ability to clearly define the tasks and activities necessary to meet the objectives outlined in the scope of work. The approach should include:
1. Describe the tasks, activities and the methodology that will be used to accomplish them including team members that will work on each task,
  2. Describe the products or deliverables that would result from each task or activity,
  3. Identify points of input or review with Water Board partners and staff,
  4. The estimated time frame to complete each task, and
  5. Firms or individuals are invited to suggest additional (optional) work tasks that could be performed in conjunction with or subsequent to the scope of services shown herein. Any such tasks shall be described.
- F. Schedule: The schedule must show the pertinent milestones and review times necessary to complete the project by the time listed in this RFQ. Allow the Water Board a minimum of 10 business days for review and comments on major deliverables within the schedule. The project is anticipated to last approximately 12-15 months. The Water Board is seeking to have Water Master Plan fully completed by January 1, 2022.
- G. References: Provide references for each of the projects listed in Section 7.2 (B). Provide contact information for each of the references including contact name, organization, title, address, phone number and e-mail address.
- H. Certifications and Representations: Include a signed and completed Attachment B: Certifications and Representations form. Firms or individuals may submit a signed, scanned copy of Attachment B, providing it otherwise conforms to the RFQ requirements. Digital or stamped signatures are not acceptable.

## 7. INTERVIEWS

7.1 Firms or individuals selected for final evaluation may be required to make an oral presentation of their submittal to the Water Board. Such presentation shall provide an opportunity for them to clarify their submittal to ensure thorough mutual understanding. The Evaluation Committee may ask additional questions related to the submittal and/or the scope of work. Scoring of interviews may be made as part of the selection process. The Water Board will schedule the time and locations of such presentations, if required.

7.2 Interviews, if necessary, will be conducted at a location to be determined. Firms invited to the interview will be responsible for making and paying for their own travel arrangements. The Evaluation Committee will consider video conferencing an acceptable method of interview. All video conference arrangements will be agreed upon between the Water Board and the firm or individual prior to the conference.

7.3 No Water Board employee or officer is authorized to make any oral interpretation of any provisions within the RFQ or contract document. The Water Board will not be responsible for any oral remarks related to this RFQ. Firms or individuals who are in doubt about any aspect of this RFQ must submit written questions to the General Manager as soon as possible after receiving the RFQ.

7.4 It is the Water Board's intent to make a selection following the interviews. However, if there is clear consensus by the selection committee, based upon the written qualifications, on the most qualified firm, the selection committee may elect to eliminate the interviews and select based solely upon the written submittals.

## 8. NEGOTIATION

### 8.1 Process

After selection of the highest-ranked firm or individual, the Water Board will begin negotiating a Contract with the highest-ranked firm or individual.

The Water Board shall, either orally or in writing, formally terminate negotiations with the highest-ranked firm or individual if the Water Board is unable for any reason to reach agreement on a Contract within a reasonable amount of time. The Water Board may thereafter negotiate with the second-ranked firm or individual, and if necessary, with the third-ranked firm or individual, and so on, in accordance with the Water Board's Public Contract Rules until negotiations result in a Contract. If negotiations with any firm or individual do not result in a Contract within a reasonable amount of time, the Water Board may end the particular formal solicitation. Nothing in this Rule precludes the Water Board from proceeding with a new formal solicitation for the same Consulting or Engineering Services described in the RFQ that failed to result in a Contract.

The highest-ranked firm or individual shall submit a draft scope of work and a fee proposal within 1 week after the Notice of Intent to Award has been issued or by approximately December 1, 2020. Time is of the essence during scope negotiations and the firm or individual shall provide sufficient resources to have a mutually agreed upon final scope and fee estimate prepared by December 15, 2020.

## 8.2 Negotiable Items

The Water Board will direct negotiations toward obtaining written agreement on:

- A. The Consultant's performance obligations and performance schedule;
- B. Price and payment methodology based on a level-of-effort summary table listing total hours proposed and hourly rates for each class of personnel that will be assigned to the project and indicating the total cost for each task or division of work.
- C. Any other provisions the Water Board believes to be in the Water Board's best interest to negotiate.

## 9. PROJECT TERM/TERM OF AGREEMENT

The Water Board intends to award a contract term of 12 – 15 months.

## 10. CONTRACT BETWEEN CONTRACTOR AND WATER BOARD

10.1 This RFQ and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of submittals and takes precedence over any source, either by verbal or written communications.

10.2 This RFQ and the contents of the submittal of the successful firm or individual will become contractual obligations if an agreement ensues. Failure of the successful firm or individual to accept these obligations in an agreement may result in cancellation of the award.

10.3 The contract shall be substantially in the form of the attached "Professional Services Contract."

### **PROJECT/SUBMITTAL INFORMATION**

Submittal Title: Coos Bay-North Bend Water Board  
WATER MASTER PLAN

#### 1. PURPOSE

The Water Board desires to enter into a professional services agreement with one (1) qualified firm ("Contractor, Firm, Consultant") that can demonstrate competency and experience in providing high quality professional services in Water Master Planning at a competitive price. The Water Board seeks professional engineering services to be used for the proposed development of Water Master Plan.

The contract resulting from this RFQ shall be for a period of approximately 15 months commencing January 2021.

## 2. SCOPE OF WORK

### 2.1 Professional Services – General Information

This section contains a brief outline of the required project scope of services associated with the Water Board Water Master Plan. It is not intended to be a complete list of all work activities required to complete the work but is intended to highlight some of the key elements of work that will need to be included in the Consultant's complete scope of services. The intent is to have all tasks fully integrated to allow for efficient completion of the project in a timely and well-coordinated manner.

The general scope consists of the following project activities as described below:

#### A. Water Master Planning

##### **1. Review existing Water Board information and reports including:**

- a. 2012 Water Master Plan for the Water Board
- b. 2016-2019 Water Quality Consumer Confidence Reports (CCRs)
- c. 2011 & 2018 Water Management and Conservation Plans
- d. Current area Zoning map
- e. Current CIP & Distribution System Rehabilitation and Replacement Financial Strategy
- f. 1996 Water Distribution System Hydraulic Study
- g. Distribution System Condition Assessment and Replacement Plan
- h. Pony Creek Water Treatment Plant Expansion Project-Conceptual Design Report 2010
- i. Fiscal year and CIP budget for 2021
- j. FY 2018-2019 Annual Report
- k. Historic and current water system demand records
- l. Water Board Mapping System AutoCAD 2013
- m. Upper Pony Creek Dam Emergency Plan
- n. Emergency Response Plan
- o. Various and applicable Cities of North Bend and Coos Bay reports and Capital Improvement Programs

##### **2. Coordinate with Water Board staff to develop understanding of existing Water Projects and Development Activity**

- a. Current Water Board CIP and water line replacement program
- b. City, County, and ODOT Road Improvement Projects and their impact on waterline replacement projects
- c. Current Water Board Project Baseline and cash flow

##### **3. Review and Revise Existing Facility Inventory including:**

- a. Water Board Transmission mains
- b. Pressure zones, including their location, elevation, size, available upstream and downstream operating pressures, flow capacities, operation requirements.
- c. Pressure reducing valves between higher and lower pressure zones, with their locations, sizes, capacities, upstream and downstream pressures.
- d. Distribution system pipes 2-inches & larger, material type, and age.

- e. Distribution reservoirs with associated pump stations, pump drives, pump capacity, pump station capacity, hydraulic constraints, operation requirements, etc.
  - f. Structural facilities, both active and abandoned, and properties and boundaries for short and long term planning.
- 4. Review Mapping System and Update Water System Plan Map**
- a. Update water system plan map
  - b. Recommend potential technological advancements for mapping system and CMMS systems.
- 5. Water Rights and Permits**
- a. Work with Water Board staff and the Water Board's consultant to review and understand current Water Rights and Permits for all efforts in master planning. GSI Water Solutions is contracted as the Water Board's certified water rights examiner. GSI will bill the Water Board Directly for its time and research.
- 6. Water Treatment Facilities**
- a. Review the Water Board's Water Treatment facilities and processes used to conduct day to day business.
  - b. Review plant flow processes and diagrams to identify and maximize flow characteristics for maximum future output.
  - c. Work with staff to identify deficiencies and areas for operational improvement and planning.
  - d. Make recommendations for improvements for the facilities including but not limited to source treatment, processes, procedures, daily activities, lab activities, treatment processes, chemicals used, instrumentation, SCADA systems, and plant infrastructure.
- 7. Review and Calibrate Water System Hydraulic Model**
- a. The Water Board currently uses Bentley WaterCAD for its hydraulic model of the existing distribution. The Dyer Partnership Engineers and Planners, Inc. currently maintain WaterCAD for the Water Board. Consultants will be responsible for making suggestions for technological advancements and continuous improvements for future modeling. Consultant will be willing to work with The Dyer Partnership Engineers and Planners, Inc. to retrieve existing information from the model. Dyer will bill the Water Board directly for their time spent on the project.
  - b. Water Board will provide additional calibration data to refine the coefficient of pipe friction used in the model. The selected consultant will be responsible for estimates of friction C factors on pipes of different sizes, ages, and materials.
  - c. Collaborate with Water Board staff to obtain additional operational data if necessary for modeling and analysis associated with preparing the Plan.
  - d. Consultant should plan for completed results and results of electronic model to be maintained by The Dyer Partnership Engineers and Planners, Inc. for long term purposes.
- 8. Evaluate Water Storage Volume and Operational Requirements**
- a. Identify current or projected future storage requirements and potential deficiencies in operational, fire and emergency water storage needs for the Water

Board in each service/pressure zone and in total through each year of the planning horizon based on 72-hour power outage emergency scenario or as otherwise required by the State of Oregon.

- b. Analyze the need for future water storage with site options at undetermined locations inside or outside the Water Board's current service area.
  - i. Compare and evaluate risks and benefits of building additional water storage capacity inside the service area.
  - ii. Analyze under what conditions and how much storage the Water Board may access from existing and future Reservoirs under different water demand conditions.
  - iii. Evaluate the changes in storage requirements a water system provider could anticipate as fire flow becomes less significant in the storage volume criteria, land availability, backup power at source or redundancy of supplies impacts the decision-making criteria.

**9. Develop a Plan for serving the distribution system directly from the PCWTP**

- a. Review contact time (CT) needed to pump finished water directly from the PCWTP to the distribution system.
- b. Develop a plan for adequate contact time prior to release of finished water into the distribution system.
- c. Develop a hydraulic plan to ensure infrastructure is in place to adequately feed parts or the whole water distribution system directly from the PCWTP.
- d. Evaluate how the formation of a new pressure zone(s) may affect the current water supply.
- e. Evaluate the build-out scenario of the distribution system to supply all customers from this source in an emergency.
- f. Confirm sizing and locations of future PRVs and identify necessary upgrades of the existing distribution pipes and mains to receive design flows.
- g. Involve and interview appropriate Water Board staff in plan.
- h. Involve and interview appropriate regulatory agencies in plan.

**10. Demand Projections**

- a. Review and recommend updates to demand projections from historic and present water use projections located in the most current version of the Water Management and Conservation Plan. Updates should be used by consultant for preparation of the Water Master Plan update.
- b. If needed, coordinate and meet with staff to answer historic questions regarding the Water Board's demand projections.
- c. If needed, refine the assumptions used in the demand projections update and run additional demand scenarios. Refinements are most likely to involve or be affected by: peak hourly flow rates, distribution storage needs, changes to pressure zone extents, and changes to future service areas or development timelines.
- d. If additional revisions to demand projections are needed, additional scope and costs can be developed.

**11. Conduct Water Board System Analysis**

- a. Identify any current or projected future deficiencies in water supply capacity and/or emergency water storage needs for the Water Board in each service zone and in total through each year of the planning horizon.

- b. Project the future roughness coefficients and other distribution system variables affecting model calculations that may change with age through the planning horizon and program future scenarios into the model taking into account these changes in system parameters.
- c. Evaluate pressure zone boundaries in all pressure zones.
- d. Run the model for average and peak operating demands for existing conditions and the future scenarios identified above and identify any areas of deficient flow or pressure in the system. Identify areas that do not meet the Water Board's minimum level of service pressure standard for normal operating conditions of 30 psi at the point of service.
- e. Program and execute a series of fire flow model scenarios, for existing conditions and the future scenarios identified above, assuming fire flows at various locations throughout the system. Locations will be geographically distributed to sufficiently evaluate all areas of the system and selected in collaboration with Water Board staff. Compare results with required fire flows at each location, respectively, and identify any deficiencies.
- f. Identify the discrete system improvements needed to correct the deficiencies identified above. Indicate the estimated cost of each proposed improvement.
- g. Identify pipes for renewal or replacement in the system. Review alternatives for replacement or refurbishment of suggested water lines. Include in the Master Plan and CIP a cost estimate for distribution system improvements.
- h. Provide a high-level structural and seismic vulnerability review of the PCWTP and provide recommendations for future study.

## **12. Emergency Management, Risk Assessment and Seismic Resiliency**

- a. Review and summarize emergency management water supply systems, emergency repair abilities, and other emergency response systems available to the Water Board and summarize.
- b. Working with Water Board staff, develop level of service goals for water supply delivery to City customers following a major seismic or similar catastrophic event.
- c. Provide a high-level review of current and proposed PRVs, reservoirs, pump stations, and other critical infrastructure for response and resiliency in a major seismic event.
- d. Provide a review of the Water Board's current design standards for distribution system design and seismic resiliency.
- e. Identify vulnerable assets for short term and long-term risk including but not limited to power failures, infrastructure failure, and seismic events.
- f. Identify vulnerable assets and evaluate the build-out condition of distribution system to supply customers in an emergency from potential water sources.
  - Vulnerable assets that have been identified include but are not limited to the Water Board's Dams & Dikes, PCWTP transmission mains, clear wells, storage reservoirs, and distribution piping.

## **13. SCADA System**

- a. Review current SCADA system and make recommendation for improvements on systems at the PCWTP and the distribution system.
- b. Work with Water Board staff to identify short-falls in communications in the system.
- c. Make recommendations for planning needed upgrades or refurbishments for all



SCADA systems.

**14. Prepare 20- year Capital Improvement Plan**

- a. Identify the discrete system improvements needed to correct the deficiencies identified above. Indicate the estimated cost of each proposed improvement.
- b. Prepare a map of the water system and summary tables indicating the locations, functional data (size, capacity, material, etc.), estimated costs and recommended implementation timeframes of the improvements proposed above. The timeline will be developed with coordination from Water Board staff with input on financial capabilities and cash flow limitations. These shall constitute the proposed Capital Improvement Plan (CIP) for the Water Board's system.
- c. Recommend system preservation measures to prevent system deficiencies that could occur due to system aging (identified above), if preventable; and/or operational or administrative practices or policies to offset those deficiencies.
- d. Identify system replacement or rehabilitation that will be required within the planning horizon to correct non-preventable deficiencies due to system aging within the planning horizon. This will constitute the Replacement and Rehab Program for the Water Board's system.

**15. Regulatory Analysis**

- a. Assess current and probable future drinking water quality regulations that will affect the operation and maintenance of the water system through the planning horizon. Identify improvements, if any, which will be required to meet water quality requirements and estimate capital costs as well as annual operational and maintenance costs associated with these improvements.

**16. Prepare Water Master Plan**

- a. Prepare a draft "Coos Bay-North Bend Water Board Water Master Plan" (the "Plan") that compiles and presents the analyses and findings derived above.
- b. Meet with Water Board staff to submit the draft Plan and present an oral summary of the study and its findings. After Water Board staff review, incorporate comments to the draft Plan.
- c. Following review of the draft by the Water Board and other stakeholders, meet with Water Board staff to discuss and make revisions as directed by the Water Board.
- d. Distribute copies of the draft Plan to stakeholders and regulatory agencies and receive comments.
- e. Distribute final copies of the Water Master Plan.
- f. Present final Water Master Plan to the Water Board of Directors; The City of Coos Bay City Council; and the City of North Bend City Council.

**B. Project Management**

1. Provide project management services for Water Master Planning and subsequent tasks.
2. Provide monthly billing invoices. Monthly invoices shall include a detailed breakdown of staff member hours billed by task and subtask. Include a summary of expenditures to date, percentage complete by task and subtask, budget amount remaining, and earned value per task and subtask.
3. Provide project summaries on a monthly basis. Monthly project summaries should include an overview of the past month's activities and identification of upcoming

- project activities and milestones in the coming month.
4. Coordinate with the Water Board project manager on a regular basis to discuss the status and progress of various work activities and overall completion of various work elements.
  5. Provide bi-weekly status meetings by phone and one in person meeting once a month (COVID procedures pending).
  6. Prepare presentations for the Board of Directors and Cities of Coos Bay and North Bend meetings as needed.
  7. Provide agenda and minutes for all meetings held.
  8. Manage the project to ensure efficient and coordinated completion of various tasks and obtaining Water Board input where needed to facilitate the project in a timely manner.
  9. As needed, coordinate with consultants and sub-consultants.
  10. Develop a schedule that incorporates all related activities. Provide updates to the project schedule as needed. Cost load the schedule and include a plot of anticipated and actual expenditures with monthly reports.
  11. Develop and implement quality assurance and quality control measures for all aspects of the work.
  12. Document decisions as they occur during the progression of the work. Maintain a decision log throughout the project.
  13. Coordinate and track water master plan review comments and implement in final Water Master Plan.

#### C. PRODUCTS

The Consultant shall provide the following products associated with the Water Board Water Master Plan project:

1. Bi-weekly progress reported submitted to the Water Board's project manager.
2. Hydraulic model fully developed and calibrated for the Water Board's water system, with the completed model files provided on approved electronic media.
3. Updated water plan maps
4. Six (6) copies of the draft Plan for Water Board review. The Plan shall include but is not limited to contain the following Sections. Plan should be prepared in the order that best applies to the Water Board and its future planning:
  - a. Table of Contents
  - b. List of Figures
  - c. Executive Summary
  - d. Goals and Objectives
  - e. Water System Background and Overview
  - f. Scope of Plan
  - g. Study Area Characteristics
  - h. Modeling Parameters, Scenarios Analysis and Results
  - i. Regulatory Environment & Analysis
  - j. Existing Water System
  - k. Recommended Policies and Practices
  - l. Analysis and Improvement Alternatives
  - m. Seismic Risk Assessment and Mitigation Plan
  - n. Proposed Capital Improvement Plan, Costs, Priorities, and Phasing
  - o. Design Criteria, Cost Basis, & Financing

- p. Appendices containing the (1) Water Demand Forecast and (2) Other recommended research or recommendations.
- 5. Up to twenty (20) copies of the draft Plan distributed to stakeholders and regulators.
- 6. Twenty (20) hard copies of the finalized Plan.
- 7. Five (5) digital copies of the finalized Plan in Adobe Acrobat and MS Word format. Read-only drives or other approved electronic media.

#### D. MEETINGS

The Consultant shall be required to attend, at a minimum, a study kickoff meeting, monthly progress meetings, a draft Plan submission meeting, a draft Plan review meeting and two Board of Directors meetings. It is anticipated that several workshops maybe may be required, as needed, for collaboration and information sharing between Consultant and Water Board and/or to resolve unforeseen issues or to discuss problematic study obstacles that arise.

Present final plan to Board of Directors and Cities of Coos Bay & North Bend.

#### E. COMMUNICATION

The Consultant selected will be required to communicate with the Water Board and industry experts and any sub-consultants, as needed, concerning project-related issues via telephone, electronic mail and post mail.

### 3. SPECIFIC SERVICES REQUIRED

3.1 Experience and Expertise. A firm making a submittal must show that it has experience and expertise in:

- 3.1.1 Water Master Planning
- 3.1.2 Hydraulic Modeling
- 3.1.3 Water quality
- 3.1.4 CIP planning and cost estimating
- 3.1.5 Water supply and distribution

3.2 Administrative Services

3.2.1 Firm will provide a principal or partner-level individual to be the point of contact for all service and billing issues.

3.2.2 Firm will recommend specialists for other services related to the project if the Water Board so requests. The Water Board reserves the right of approval of any specialist(s) and to select other service providers.

3.2.3 Concerning the manner in which services are provided, the Water Board expects that the work will be assigned to individuals in the most efficient manner consistent with their experience and training.

3.2.4 If it is necessary to associate with other contractors in any matter, prior written approval must be obtained from the Water Board designated contact. The firm must inform associated service providers of the procedure set forth herein.

### 3.3 Invoicing

3.3.1 Invoices for services will be submitted monthly for any month in which there has been activity of any substance. An annual summary of billing will also be provided when requested by the Water Board. Time spent by the firm is to be shown in specific time billing periods, such as by the minute, by the quarter hour or whatever increment of time is mutually acceptable to the firm and to the Water Board.

3.3.2 Provide a work summary with each monthly invoice. Provide a brief summary of the work performed for each task on the project. Included in the monthly invoice must be a total charged to date for each task.

3.3.3 For each matter denoted on an invoice, the detail will include the hours spent by each of Contractor's personnel.

3.3.4 Each expense and/or disbursement must be specifically identified on the invoice.

### 3.4 Changes of Scope and Additional Work

The Consultant or Contractor may be requested to perform special projects for the Water Board and such work shall be agreed upon in advance, contracted for, provided and billed separately to the Water Board on a pre-arranged basis.

## 4.0 CONSULTANT REQUIREMENTS

4.1 Minimum criteria: Each firm or individual shall demonstrate and meet the following minimum criteria: Each firm or individual:

- Shall have not less than five (5) years of experience and not less than five (5) similar projects in providing all the types of services required within the Scope of Work.
- Shall be currently licensed/certified to provide consulting services in the state of Oregon.
- Shall demonstrate, to the satisfaction of the Evaluation Committee, the ability to provide to the Water Board the services required within the Scope of Work and shall demonstrate a proven history of providing such service for public agencies.
- Shall not have a record of substandard workmanship. The Water Board will verify this requirement by communication with the licensing authority, a variety of each firm or individual's clients and references, and as many other references as may be deemed appropriate.

### 4.2 Cost of RFQ and Associated Responses

This RFQ does not commit the Water Board to paying any expenses incurred by any firm in the

submission or presentation of a submittal, or in making the necessary studies for the preparation of a submittal, or in traveling to the site of the interviews. All such costs and expenses shall be borne by each firm or individual.

#### 4.3 Right to Clarification and Additional Research

The Water Board reserves the right to obtain clarification of any point in a firm or individual's submittal or to obtain additional information necessary to properly evaluate a particular submittal. Failure of a firm or individual to respond to such a request for additional information or clarification could result in rejection of the firm's submittal. The Water Board may obtain information from any legal source for the clarification of any submittal or for information on any firm or individual including, but not limited to, police files, insurance files, agency files, credit bureaus, and/or professional organizations. The Water Board shall not be required to inform the firm or individual of any intent to perform additional research in this respect or of any information thereby received.

#### 4.4 Items that are Subject to Negotiation

For professional services the Scope of Work, pricing structure whether a lump sum or rate schedule, and all other aspects of this RFQ may be subject to negotiation.

Any terms and conditions of the Professional Services Contract that the firm or individual wishes to negotiate or modify shall be presented in the response to this RFQ.

### **GENERAL INSTRUCTIONS TO PROPOSERS**

The following instructions, terms and conditions apply to all submittals to provide either goods or services to the Water Board.

1. SUBMITTALS NOT AVAILABLE FOR PUBLIC INSPECTION AT THE OPENING. In accordance with ORS 279B.060 (5) (a) only the names of the firms or individuals shall be disclosed at the opening. Notwithstanding ORS 192.410 to 192.505, submittals are not required to be open for public inspection until after the notice of intent to award a contract is issued.
2. Water Board RESERVATION OF RIGHTS. The Water Board expressly reserves the following rights:
  - 2.1 To reject any and/or all irregularities in the submittals.
  - 2.2 To reject any and/or all submittals or portions thereof.
  - 2.3 To waive any minor informality in any submittal.
  - 2.4 To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
  - 2.5 To make the award to any firm or individual whose submittal, in the opinion of management and the Board, is in the best interest of the Water Board.
  - 2.6 To make award based on negotiations conducted in accordance with this solicitation or

on the basis of a best and final offer by the firm or individual.

- 2.7 Only the evaluation factors specified in this solicitation may be used as a basis for award.
3. LATE SUBMITTALS. Any submittal received after the hour and date specified will not be considered and will be returned unopened. It is the sole responsibility of the offering firm or individual to ensure receipt of submittals by the Water Board in the designated specific location and time.
4. PROPOSER REPRESENTATIONS. The firm or individual further agrees to the following:
  - 4.1 To examine all specifications and conditions thoroughly.
  - 4.2 To provide for appropriate insurance, deposits, and performance bonds if required.
  - 4.3 To comply fully with specifications as attached for the agreed contract, especially where materials and work are involved.
  - 4.4 That any and all registration requirements where required for consultants as set forth in the Oregon Revised Statutes are met.
5. ADDENDA. Any amendment(s) to or error(s) in the general Specifications or Project section called to the attention of the Water Board will be added to or corrected and furnished by written addendum to all those holding specifications. All addenda shall be mailed at least five (5) business days before the time set for submittal submission. All addenda issued during the submittal period will be incorporated into any resultant contract.
6. FORMAT OF SUBMITTALS. Telephone submittals are not acceptable. Telegraphic, emailed or facsimiled submittals will not be considered unless authorized by the Special Instructions.
7. OWNERSHIP OF SUBMITTAL DOCUMENTS. All documents, reports, proposals, submittals, working papers or other material submitted to the Water Board from the firm or individual shall become the sole and exclusive property of the Water Board, in the public domain, and not the property of the firm or individual. The firm or individual shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the Water Board as a result of this solicitation.
8. INVALID SUBMITTAL DOCUMENTS. Copies of submittal documents obtained from sources other than the Water Board (such as other Contractors) are not valid submittal documents. It is the firm or individual's responsibility to ensure that their name is on the Water Board's list (plan holder list) for that particular service in order to receive notification of all addenda as well as additional relevant information.
9. PROTEST OF SUBMITTAL SPECIFICATIONS OR CONTRACT TERMS
  - 9.1 Time for Submission of Protest. Specifications and contract terms shall be made available for inspection and copying at the address provided below. Unless a different deadline is specified in the Request for Qualifications, protests of the submittal specifications or contract terms shall be presented to the Water Board in writing at least five (5) calendar days prior to closing.
    - (a) Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms. No protest against award because

of the content of specifications or contract terms shall be considered after the deadline established for submitting such protest.

(b) Envelopes containing protests of specifications shall be marked and mailed as follows:

Request for Qualification Specification Protest

RFQ Name: Coos Bay-North Bend Water Board – Water Master Plan

Attn: General Manager  
PO Box 539  
Coos Bay, OR 97420

10. PROTEST OF INTENT TO AWARD

10.1 A firm or individual who claims to have been adversely affected or aggrieved by the selection of the highest-ranked RFQ may submit a written protest of the selection to the Water Board no later than seven (7) calendar days after the date of the selection notice.

10.2 A firm or individual submitting a protest must claim that the protesting firm or individual is the highest-ranked firm or individual because the submittals of all higher-ranked firm or individual failed to meet the requirements of the RFQ, or because the higher-ranked firm or individual otherwise are not qualified to perform related services described in the RFQ.

10.3 Protests must be submitted to:

RFQ Award Protest

RFQ Name: Coos Bay-North Bend Water Board – Water Master Plan

Attn: General Manager  
PO Box 539  
Coos Bay, OR 97420

11. WITHDRAWAL OF RFQ. Submittals may be withdrawn on written or telegraphic request received from firms or individuals prior to the time fixed for closing. Negligence on the part of the firm or individual in preparing the submittal confers no right for withdrawal of the submittal after the submittal has been opened.

12. REJECTION OF RFQ. The Water Board reserves the right to reject any or all submittals received in response to this RFQ if it is determined to be in the best interest of the Water Board. The Water Board shall notify any firms or individuals of the rejection of its submittals.

13. ERASURES AND CORRECTION. The RFQ response must not contain any erasures or corrections unless the firm or individual initials each change.

14. DURATION OF SUBMITTAL. Submittal, terms and conditions shall be firm for a period of at least one hundred twenty (120) days from the deadline for receipt of submittal. The successful firm or individual shall not be subject to changes of terms if accepted during the one hundred twenty (120) day period. Changes in terms by others after the acceptance of a submittal will not be considered.

15. PUBLIC RECORDS. This Request for Qualifications and one (1) copy of each original submittal received in response thereto, together with copies of all documents pertaining to the award of a purchase or contract, shall be kept by the Water Board for a period of at least three (3) years and made a part of a file or records which shall be open to public inspections after a notice of award

has been issued. If a submittal contains any proprietary information that the firm or individual does not want disclosed to the public or used by the Water Board for any purpose other than evaluation of their offer, each sheet of such information must be marked with the following legend:

“This data shall not be disclosed outside the Water Board or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the submittal; provided, that if a contract is awarded to the firm or individual as a result of, or in connection with, the submission of such information, the Water Board shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the Water Board’s right to use information contained herein if it is obtained from another source.”

The above restriction may not include cost or price information that is required to be open to public inspection.

16. SUB-CONTRACTING

16.1 All sub-contracting shall be subject to the approval of the Water Board. Approvals will take place in contract negotiations. No list of subcontractors approved by the Water Board may be changed or departed from except as consented to by the Water Board in writing. Whenever the Water Board consents to the substitution of one subcontractor for another, if any reduction in cost to the contractor result therefrom the amount thereof shall be passed on to the Water Board as a reduction in the amount to be paid to the contractor for the performance of the work.

16.2 The consultant shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of persons either directly or indirectly employed by the contractor, and the fact that subcontractors are subject to the approval of the Water Board shall not affect the consultant’s responsibility in this regard.

16.3 The consultant shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work all the obligations and responsibilities that the contract assumes toward the Water Board as to the performance of the subcontractor’s portion of the work.

16.4 Nothing contained in the contract documents shall be construed to create any contract between the Water Board and any subcontractor. Subcontracts must be let pursuant to applicable Oregon Statutes and Administrative Rules.

17. PRIME CONTRACTOR RESPONSIBILITIES. The selected firm or individual will be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their submittal, whether they are the manufacturer or producer of them. Further, the Water Board will consider the selected firm or individual to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the lease or purchase of the entire service equipment and software configuration. Only service and equipment offered by firms or individuals who have installed similar systems of comparable size will be considered. All service and equipment offered will be in current standard production and of the latest design.

18. AFFIRMATIVE ACTION/NONDISCRIMINATION. By providing a submittal, the Contractor agrees to



comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive Order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By providing a submittal the firm or individual specifically certifies, under penalty of perjury, that the firm or individual has not discriminated against minority, women or emerging small business enterprises or disabled veterans in obtaining any required subcontracts.

19. ACCOUNT REPRESENTATIVE. The selected consultant shall assign a competent account representative acceptable to the Water Board who will represent the consultant in providing contracted services to the Water Board. If the account representative is removed by the consultant, the new representative must be acceptable to the Water Board.
20. PREVAILING OPINION. If any doubt or difference of opinion arises between the Water Board and the Contractor as to the interpretation of this RFQ, the decision of the Water Board will be final and binding upon all parties.
21. PUBLICITY. News releases by the consultant pertaining to the award of any contract or use of any product will be made with prior written approval from the Water Board.
22. FINANCIAL INTEREST. By providing a submittal the firm or individual certifies, under penalty of perjury, that no Water Board employee or officer has a direct or indirect financial interest in the submittal.

Moreover, the firm or individual certifies that the RFQ response did not involve illegal collusion with another firm or individual.

23. RECYCLABLE MATERIALS: Consultant shall use recyclable products to the maximum extent economically feasible in the performance of the contract.
24. PERFORMANCE AND PAYMENT BONDS. No performance and payment bonds are required.
25. RIGHT TO CLARIFY. The Water Board reserves the right to obtain clarification on any point in the firm or individual's submittal. The failure of the Proposer to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the Water Board for evaluation purposes. Such hardware will be provided at no cost to the Water Board. The Water Board is not obliged to evaluate any or all products.
26. CONTRACT AWARD. The award of a contract is accomplished by executing a written agreement that incorporates the entire RFQ, firm or individual's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The firm or individual agrees to accept the contract terms of a Professional Services Contract.
27. RISK OF LOSS AND DAMAGE. The Water Board will not be responsible for the loss or damage of any items during the RFQ process.
28. SUFFICIENT INFORMATION. The authorized signer of the firm or individual's submittal shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; and that they have checked their submittals for errors and omissions.

## **Questions**

1. Question: Where can we find the Attachment B: Proposer Certifications and Representations form referred to in section 6; 6.1; C of the Introduction section?

Answer: There is no form, this process was meant to be deleted from the requirement. Qualified Firms should adequately show they meet the requirements in section 6; 6.2; B. of the RFQ in their proposals.

2. Question: Where can we find the contract mentioned in section 10; 10.3 of the introduction.

Answer: Attached below

## **PROFESSIONAL SERVICES AGREEMENT**

### **(SAMPLE CONTRACT)**

This Professional Services Agreement is entered into effective the \_\_\_ day of \_\_\_\_\_, 2016, by and between the **COOS BAY – NORTH BEND WATER BOARD**, a joint instrumentality of the Cities of Coos Bay and North Bend, Oregon municipal corporations (hereinafter referred to as “**Water Board**”) and (enter name of successful Proposer), (hereinafter referred to as “\_\_\_”). The purpose of this agreement is to establish the mutual and respective responsibilities, terms, and conditions under which **(NAME OF CONTRACTOR)** will prepare a Water Master Plan for the Water Board.

### **RECITALS**

1. The Coos Bay – North Bend Water Board is joint instrumentality of the cities of Coos Bay and North Bend, Oregon and is an Oregon public body.
2. **(NAME OF CONTRACTOR)** is an Oregon corporation, experienced in providing the services requested to be performed by the Water Board.
3. The Water Board wishes to utilize **(NAME OF CONTRACTOR)** to prepare a Water Master Plan as described in the Request for Qualifications issued by the Water Board.

### **AGREEMENT**

Therefore, the parties agree as follows:

#### **1. RECITALS.**

The above recitals are true and accurate and are incorporated herein by this reference.

#### **2. DUTIES AND RESPONSIBILITIES.**

**2.1** **(NAME OF CONTRACTOR)** accepts employment with Water Board on the terms and conditions set forth in this Agreement. **(NAME OF CONTRACTOR)** agrees to prepare a Water Master Plan for Water Board.

The RFP issued by the Water Board is identified as Exhibit “A” to this Agreement and is attached hereto and incorporated herein by this reference. The **(NAME OF CONTRACTOR)** Proposal is identified as Exhibit “B” to this Agreement and is attached hereto and incorporated herein by this reference. Exhibits “A” and “B” include and supplement the scope of work and tasks to be performed by (Name of Contractor) pursuant to this Agreement.

**2.2** Any additional Work beyond that set out in the preceding paragraph may be undertaken only upon an amendment to this Agreement, in writing and a written notice to proceed issued by Water

Board.

**2.3** (NAME OF CONTRACTOR) agrees to provide all tools or equipment necessary for the performance of the services agreed to herein.

**2.4** The parties contemplate that this agreement will include regular communication between the (Name of Contractor) and Matt Whitty, Engineering Supervisor of the Water Board.

**2.5** (NAME OF CONTRACTOR) agrees to have the geotechnical assessment and seismic analysis of Lower Pony Creek Dam (Merritt Dam) completed and available to the Water Board on or before August 24, 2016, unless an extension of time is given, in writing, by the Water Board.

### **3. COMPENSATION.**

**3.1** For services rendered pursuant to this Agreement Water Board shall pay (NAME OF CONTRACTOR) a total fee not to exceed (Enter written amount of fee) AND 00/00 DOLLARS (\$00.00), payable to (NAME OF CONTRACTOR) on a monthly basis for the portions of work completed in the month. (NAME OF CONTRACTOR) agrees to perform the work pursuant to this Agreement at a cost not to exceed \$00.00. (NAME OF CONTRACTOR) billings shall be pursuant to its standard billing rates as identified in Exhibit "C", attached hereto and incorporated herein by this reference. Direct expenses will be charged as identified in Exhibit C and are included in the "not to exceed" fee amount. (Name of Contractor) shall invoice Water Board monthly for services performed and, upon approval by the Water Board, the Water Board shall make payment to (Name of Contractor) within 30 days of Water Board's receipt of the monthly invoice.

**3.2** Any adjustment in the amount of compensation to (NAME OF CONTRACTOR), that would exceed the amount stated in paragraph 3.1 herein shall only be in the form of a written amendment to this agreement and shall become a part of this agreement.

### **4. INDEPENDENT CONTRACTOR STATUS.**

**4.1** The Parties hereto mutually agree that (NAME OF CONTRACTOR) will be free from the direction and control of Water Board over the means and manner of providing the services contracted for herein, subject only to the right of Water Board to specify the desired results.

**4.2** The Parties hereto mutually agree that (NAME OF CONTRACTOR) has the authority to hire and fire its own employees.

**4.3** As a condition of entering into this Agreement, (NAME OF CONTRACTOR) represents to Water Board as follows:

**4.3.1** (NAME OF CONTRACTOR) is an independently established business providing similar services to others.

**4.3.2** (NAME OF CONTRACTOR) is responsible for obtaining all assumed business registrations required by State law or local government ordinance in order to conduct its business.

**4.3.3** Federal and state income tax returns in the name of the business, or a business schedule C, were filed for the previous year if (NAME OF CONTRACTOR) performed labor or services as an independent contractor in the previous year.

**4.3.4** (NAME OF CONTRACTOR) has performed services for two or more different persons or businesses within a calendar year.

**4.3.5** (NAME OF CONTRACTOR) assumes financial responsibility for services provided through appropriate insurance coverage(s).

## **5. INSURANCE.**

(NAME OF CONTRACTOR) shall, at its expense, obtain and maintain during the period of this Agreement, in a form and with companies satisfactory to Water Board, the following insurance coverage:

**5.1** Workers' Compensation insurance to meet fully the requirements of Oregon Workers' Compensation laws applicable in connection with the death, disability or injury of (NAME OF CONTRACTOR)'s officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement, with a waiver of subrogation in favor of the Water Board, the City of Coos Bay and the City of North Bend, Oregon.

**5.2** Employers' Liability Insurance with Limits of not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) policy limit for disease, and One Million Dollars (\$1,000,000) each employee for disease.

**5.3** Commercial General Liability Insurance coverage for damages with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and an aggregate limit of Two Million Dollars (\$2,000,000) for injury to or death of persons and damage to or loss or destruction of property. In addition, said policies shall be endorsed to name Water Board and its divisions, directors, officers and employees and the City of Coos Bay and the City of North Bend, Oregon; as additional insured owners, lessors, or contractors – completed operations (Form CG 2037 07/04 or equivalent) and shall include a severability of interests provision and shall include a waiver of subrogation against Water Board, the City of Coos Bay and the City of North Bend, Oregon.

**5.4** Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) each occurrence for injury to or death of persons and damage to or loss or destruction of any property arising out of the ownership, maintenance, or use of any owned, non-owned or hired motor vehicle. Said policy or policies shall be endorsed to name Water Board, and its divisions, directors, officers and employees, the City of Coos Bay and the City of North Bend, Oregon as additional insured's and shall include a severability of interests provision and shall include a waiver of subrogation against Water Board, the City of Coos Bay and the City of North Bend, Oregon.

**5.5** Professional Liability Insurance, including errors and omissions coverage, with limits of not less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate.

**5.6** If (NAME OF CONTRACTOR)'s policies lapse or are canceled at any time during the term

of this Agreement, Water Board shall have the right to immediately terminate all of (NAME OF CONTRACTOR)'s activities until such insurance requirements have been fully satisfied by (NAME OF CONTRACTOR).

(NAME OF CONTRACTOR) shall furnish certificates of insurance to Water Board's Engineering Supervisor, Matt Whitty at P.O. Box 539, Coos Bay, OR 97420-0311, certifying the existence of such insurance. (NAME OF CONTRACTOR) shall require all subcontractors, if any, who are not covered by the insurance carried by (NAME OF CONTRACTOR) to maintain the insurance coverage described in this Section.

No policy of insurance required by this Agreement shall be cancelled, suspended, voided, have coverage or limits of insurance reduced or be non-renewed without first giving thirty (30) days' notice to Water Board.

With respect to the insurance required by Section 5.1, 5.3, and 5.4, (NAME OF CONTRACTOR) agrees to waive all rights of subrogation against Water Board and each additional insured as identified herein. With respect to the insurance required by Sections 5.3 and 5.4 such insurance shall provide for the following: Insurance shall be primary and without right of contribution from any other insurance maintained by the Water Board. This insurance shall be provided on an occurrence basis. With respect to the insurance required by Section 5.3 and 5.4, the City of Coos Bay and the City of North Bend, Oregon shall be named as an additional insured on these policies.

Water Board reserves the right to review, investigate and reject insurance companies and policies proposed to be used by (NAME OF CONTRACTOR). If companies, coverage or policies are determined inadequate to provide the necessary coverages as herein specified, Water Board reserves the right to suspend or terminate Work under this Agreement until remedies have been provided. All insurance required herein to be purchased and maintained by (NAME OF CONTRACTOR) shall be obtained from an insurance company licensed or authorized in the State of Oregon to issue the insurance policies for the limits and coverage's required herein.

The insurance coverage required herein shall in no way limit the (NAME OF CONTRACTOR)'s liability under this Agreement.

## 6. INDEMNIFICATION.

6.1 (NAME OF CONTRACTOR) shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be performed under this Agreement. (NAME OF CONTRACTOR) shall indemnify, defend, save and hold harmless the Indemnified Parties (defined below) from and against any and all liability, demands, claims, losses, costs (including but not limited to attorneys' fees and, in the case of item (b) below, royalty payments) and expenses arising from or in connection with:

(a) claims for personal injury (including death) and/or property loss or damage to whomsoever or whatsoever occurring or arising in any manner out of any negligent act or omission of (NAME OF CONTRACTOR) or in connection with: this Agreement, the Work to be performed by (NAME OF CONTRACTOR) under this Agreement or any negligent act or omission of (NAME OF CONTRACTOR), its directors, officers, agents or employees, whether or not negligence on the part of any Indemnified Party may have caused or contributed to such injury, death, loss or damage; arising directly or

indirectly out of or in connection with the negligent performance by (NAME OF CONTRACTOR) of any of its obligations, operations or activities under this Agreement, including, but not limited to any claims for injury to persons or property, nuisance, mechanics' and materialmens' liens, workers' compensation and unemployment taxes, fines and penalties and environmental damage, provided, however, that if, under the law applicable to enforcement of this Agreement, an agreement to indemnify against the indemnitee's own negligence is invalid, then in that event (NAME OF CONTRACTOR)'s obligation to indemnify Water Board under this section shall be reduced in proportion to the negligence of Water Board, if any, which proximately contributed to such injury, death, loss or damage;

(b) any claim of infringement of patent rights arising from the use of any of the articles, materials, equipment or designs furnished in connection with the Work or named in this Agreement; and

(c) any claims, fines, penalties or other charge or loss arising from any alleged violation of any statute, code, or ordinance or regulation of the United States or of any state, county or municipal government that results in whole or in part, directly or indirectly, from the activities of (NAME OF CONTRACTOR)'s officers, agents, employees or subcontractors related in any way to this Agreement, or from any act or omission of (NAME OF CONTRACTOR), its officers, agents, employees or subcontractors contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Water Board without actual knowledge that it might violate any such statute, code, ordinance or regulation (these laws, ordinances and regulations, include, without limitation, all laws, ordinances and regulations relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution, as well as all laws, ordinances and regulations relating to discrimination on the basis of disability).

As used in this Section 8, the terms "Indemnified Parties" and "Indemnified Party" shall mean and include, collectively and singularly, (i) Water Board, (ii) any direct or indirect subsidiary of Water Board, (iii) any officer, director, Commissioner, employee, shareholder or agent of Water Board or of any of its direct or indirect subsidiaries and their divisions, directors, officers and employees; (iv) the City of Coos Bay, Oregon and (v) the City of North Bend, Oregon.

(NAME OF CONTRACTOR) further agrees to defend at its own expense any actions or proceeding brought against Water Board, or its officers, agents, servants, and employees, or any of them, on account thereof and to pay all expenses to satisfy all judgments which may be rendered against them or any of them in connection therewith, except that (NAME OF CONTRACTOR) shall not be liable under this clause only if said liability of (NAME OF CONTRACTOR) shall arise by reason of negligence of the Water Board, or any of its respective officers, agents, servants, or employees, and the negligence of the Water Board was more than fifty percent (50%) of the cause of the loss.

**6.2** For Claims made based solely on the professional negligence of (NAME OF CONTRACTOR), to the fullest extent permitted by law, (NAME OF CONTRACTOR) shall indemnify Water Board, its officers, directors, employees and representatives, the City of Coos Bay, Oregon and the City of North Bend, Oregon from and against losses, damages and judgments arising from claims by third parties, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of (NAME OF CONTRACTOR) or (NAME OF CONTRACTOR)'s officers, directors, members, partners, agents, employees or subcontractors in the performance of the services under this Agreement.

## **7. TERMINATION.**

**7.1 Reasons for Termination.** (NAME OF CONTRACTOR) acknowledges that it is an at-will independent contractor and that the Water Board may terminate (NAME OF CONTRACTOR)'s employment with the Water Board at any time. The Water Board reserves the right to terminate this Agreement at any time, by giving (NAME OF CONTRACTOR) not less than 15 days written notice of termination in advance of the effective date of termination. Water Board shall be entitled to terminate this Agreement with or without cause and for any reason not prohibited by law.

**7.2 Termination by (NAME OF CONTRACTOR).** (NAME OF CONTRACTOR) shall be entitled to terminate this Agreement only in the case of a material breach by Water Board, and upon failure of Water Board to remedy said breach within fifteen days of said notice.

**7.3** In the event that this Agreement is terminated before completion, (NAME OF CONTRACTOR) shall be paid for the services to date on the basis set forth in Section 3 of this Agreement.

## **8. NOTICES.**

**8.1** Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be mailed by Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

Jeff Howes, Finance Director  
Coos Bay – North Bend Water Board  
P.O. Box 539  
Coos Bay, OR 97420

(NAME OF CONTRACTOR AND  
ADDRESS)

with a copy to:

James C. Coffey  
Attorney at Law  
P. O. Box 1006  
North  
97459

Bend,

OR

**8.2** Any notice or other communication shall be deemed to be given at the expiration of the second day after the date of deposit in the United States mail. The addresses to which notices or other communication shall be mailed may be changed from time to time by giving written notice to the other party.

## **9. ATTORNEY FEES.**

In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the Court or Arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of Arbitration and the Arbitrator(s)



fees, and expert witness fees, as fixed by the Court or tribunal in which the case is heard.

In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorney fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court, or courts, or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recover from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

**10. AMENDMENTS.**

This Agreement may be amended only by an instrument in writing executed by all the parties.

**11. HEADINGS.**

The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

**12. ENTIRE AGREEMENT.**

This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

**13. SEVERABILITY.**

If any provision of this Agreement shall be invalid or unenforceable in respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this agreement shall not be in any way impaired.

**14. WAIVER.**

A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

## **15. GOVERNING LAW.**

This agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

## **16. ARBITRATION.**

**16.1** Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance or interpretation of this Agreement, shall be settled by arbitration in Coos County, Oregon, and any Judgment on the arbitration award may be entered in any court having Jurisdiction over the subject matter of the controversy.

**16.2** Any party asserting a claim arising out of or relating to this Agreement may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Coos County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

**16.3** The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. The provision of Section 9 shall also apply to arbitration, and in the event of arbitration under the provisions of this Agreement, the prevailing party shall be awarded reasonable attorney fees and related costs.

**16.4** If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and Judgment so the award may be entered in any court having Jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

**16.5** The parties agree that the arbitrator shall have no Jurisdiction to render an award and/or Judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a Judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this Agreement.

**16.6** Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

**16.7** Neither Party shall institute any legal proceeding against the other to enforce any right hereunder or for breach hereof, except that either Party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither Party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section 18.

**16.8** If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third Party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either Party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either Party may at any time initiate arbitration under this Section 16 to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event Water Board is made a party to such claim or litigation so initiated by a third party, Water Board shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether Water Board is required to, or in fact does, initiate a cross claim, counterclaim, or third-party claim under Subclause (iii) of Subsection 16.7 above, and regardless of (NAME OF CONTRACTOR)'s indemnity obligations under Section 6 above.

**17. WORK PRODUCT.**

The materials, computer programs, reports, calculations analyses, etc. generated by (NAME OF CONTRACTOR) under this Agreement specifically including the final report(s) shall be the property of Water Board. Any use of these materials by (NAME OF CONTRACTOR) shall be only pursuant to the written permission of the Water Board.

**IN WITNESS WHEREOF**, the parties have signed duplicate originals of this Agreement to become effective on the date and year hereinabove mentioned.

**COOS BAY – NORTH BEND WATER BOARD**

**(NAME OF CONTRACTOR) AND ASSOCIATES**

By \_\_\_\_\_  
Ivan D. Thomas, General Manager

By \_\_\_\_\_  
(NAME OF CONTRACTOR)