

ENGINEERING SERVICES  
DEPARTMENT



OREGON

**REQUEST FOR QUALIFICATIONS**  
for  
**Inflow & Infiltration Study and Projects**

AUGUST 12, 2013

**Submit proposal to:**

City of Newberg –Engineering Services Department  
Attention: Paul Chiu, P.E., Senior Engineer/Project Manager

🏠: 414 E. First Street, Newberg, OR 97132

✉: P.O. Box 970, Newberg, OR 97132

☎: 503.554.1751 (for inquiry)

**Proposal due: Friday, September 6, 2013 at 2:00 p.m. local time**

Envelopes must be sealed, plainly marked: “Inflow & Infiltration Study and Projects”, sent to the attention of Project Manager, and shall include the name and address of the proposer. Respondents must submit one unbound and three bound printed copies and a PDF copy of the proposal. City of Newberg reserves the right to reject any or all proposals.

CIP: #706301

Funding: #04-5150-706301

# TABLE OF CONTENTS

Page

<b>SECTION 1</b>	<b>INFORMATION &amp; REQUIREMENTS FOR RFQ.....</b>	<b>3</b>
1.1	Request for Qualifications.....	3
1.2	Preliminary Schedule.....	3
1.3	Issuing Office.....	3
1.4	Proposal Date.....	4
1.5	Proposal Withdrawal.....	4
1.6	Rejection or Acceptance of RFQ.....	4
1.7	Incurred Costs.....	4
1.8	Content of RFQs and Evaluation Criteria.....	4
	1.8.1 Introductory Letter.....	5
	1.8.2 Table of Contents.....	5
	1.8.3 Design and Project Related Experience .....	5
	1.8.4 Key Personnel Qualifications.....	5
	1.8.5 Scope and Understanding.....	6
	1.8.6 Proposed Schedule.....	6
	1.8.7 Consultant's Fee Schedule.....	6
	1.8.8 Additional Supporting Information .....	7
1.9	Selection of Consultant.....	7
1.10	Requirement of Insurance.....	7
1.11	Execution of Contract.....	7
1.12	Public Records.....	7
1.13	Tax ID Number.....	8
1.14	Recycled Products Statement.....	8
1.15	Local/State/Federal Requirements.....	8
1.16	Payment for Services.....	8
<b>SECTION 2</b>	<b>SCOPE OF WORK.....</b>	<b>9</b>
2.1	Background and Purpose.....	9
2.2	Consultant's Responsibility.....	10
	Task 1 – Project Management.....	11
	Task 2 – Collect & Review Data.....	11
	Task 3 – Develop an I&I Reduction Program.....	12
2.3	City's Responsibility.....	13
<b>APPENDIX A:</b>	<b>City of Newberg Standard Professional Services Agreement.....</b>	<b>14</b>
<b>APPENDIX B:</b>	<b>Project Summary Sheet from the Approved 2013-14 Budget.....</b>	<b>18</b>

# SECTION 1

## INFORMATION AND REQUIREMENTS FOR RFQ

### 1.1 Request for Qualifications

The City through its Engineering Services Department is requesting competitive proposals from qualified, experienced, and motivated engineering consulting firms.

Proposers must follow the directions stated within this Request For Qualifications (RFQ). Provide a clear, concise description of your firm's capabilities that satisfy the requirements of this RFQ. The City follows a qualification based selection process. All proposals must be made in the format outlined in this RFQ. Special bindings, colored displays, promotional materials, etc., are not necessary. Emphasis should be on completeness, brevity, and clarity of the content. Consultant may request a 30 minute teleconference with City staff no later than two (2) days prior to submittal due date.

Written response to this RFQ must be submitted in one unbound and three bound copies with a digital PDF copy via email no later than 2:00 p.m. local time on Friday, September 6, 2013 to Newberg City Hall, Attention: Paul Chiu, P.E., Senior Engineer/Project Manager, 414 East First Street, Newberg, Oregon 97132. For more information, please contact Paul Chiu at (503) 554-1751 or via email at paul.chiu@newbergoregon.gov.

### 1.2 Preliminary Schedule

Call for proposals (published on City website)	August 12, 2013	(Monday)
Proposal due	September 6, 2013	(Friday)
Staff Recommendation	* September 13, 2013	(Friday)
City Council Approval	* October 7, 2013	(Monday)
Notice to Proceed (issued by the City)	* October 11, 2013	(Friday)
Kick-off Meeting	* October 14, 2013	(Monday)
Progress Review I (allow time for City review)	* November 12, 2013	(Tuesday)
Progress Review II (allow time for City review)	* January 15, 2014	(Wednesday)
Target Project Acceptance	* March 3, 2013	(Monday)

*\* These dates are approximate and subject to change.*

### 1.3 Issuing Office

Direct all correspondence pertaining to this RFQ to Project Manager, Paul Chiu, P.E., as follows.

 <u>Street Address:</u> <b>City of Newberg</b> <b>Attn: Paul Chiu, P.E., Senior Engineer</b> <b>414 East First Street</b> <b>Newberg, OR 97132</b>	 <u>Mailing Address:</u> <b>City of Newberg</b> <b>Attn: Paul Chiu, P.E. Senior Engineer</b> <b>P.O. Box 970</b> <b>Newberg, OR 97132</b>
Email: <a href="mailto:paul.chiu@newbergoregon.gov">paul.chiu@newbergoregon.gov</a>	Direct line: 503.554.1751

Unauthorized contact with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding with the City.

#### 1.4 Proposal Date

Proposals must arrive at City on or before the date and time specified in this RFQ in order to be considered. Proposers should allow adequate messenger delivery time or mailing time to ensure timely receipt of their proposals. No proposal or correction received after the closing date and time will be considered.

#### 1.5 Proposal Withdrawal

Any proposal may be withdrawn at any time before the "Proposal Due" date and time specified by providing a written request for the withdrawal of the proposal to the Project Manager. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal on this or future projects.

#### 1.6 Rejection or Acceptance of Proposals

City expressly reserves the right to:

- a. Disregard any or all irregularities in the proposals;
- b. Reject any or all of the proposals or portions thereof;
- c. Base award with due regard to quality of services, experience, compliance with the RFQ, and other factors as determined by City; and
- d. Reject all proposals and re-advertise at City's sole discretion.

#### 1.7 Incurred Costs

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

#### 1.8 Content of Proposals and Evaluation Criteria

All proposals shall include the information identified in the following table and be presented in the order as indicated. The evaluation criteria, page limitations and maximum possible points are noted for each item of information. An explanation of each item appears immediately in the following sub-sections.

<b>CONTENT AND EVALUATION CRITERIA</b>	<b>MAXIMUM NO. OF PAGES</b>	<b>MAXIMUM SCORE</b>
1. Introductory letter	1	0
2. Table of contents	1	0
3. Design & project related experience	3	40
4. Key personnel qualifications	3	15
5. Scope and understanding	3	30
6. Project schedule	1	15
7. Additional supporting information	3	0
Totals	15	100

All supporting information shall be presented in a separate section at the end of the proposal. Front and back covers, as well as, section dividers are not counted in the page limit requirements. Each page shall be 8-1/2"x11", unless otherwise noted. When using double-sided printing, each side of the page is counted as one page.

Each proposal will be judged on the completeness and quality of the content, and as a demonstration of Consultant's qualifications.

All proposals will initially be reviewed based upon the correct number of pages and minimum text font size permitted for each item of information, insurance coverage and computer equipment compatibility. A proposal exceeding the specified number of pages and text font size less than 11 will be considered non-responsive and the proposal will not be considered. Firms may also be excluded from further consideration if the firm's insurance coverage is unsatisfactory, or if the firm's computer equipment lacks compatibility with the City's system.

### **1.8.1 Introductory Letter**

The introductory letter shall include, but need not be limited to, the following information:

- (a) The name of the firm, as well as, the signature, printed name and title, telephone and fax number of the employee authorized to represent Consultant in any correspondence, negotiations and sign any contracts that may result.
- (b) The address of the office that will be providing the service, a project manager's name, telephone number, fax number, and e-mail address.
- (c) The Federal and State tax identification numbers, and the State of incorporation, if applicable, must also be included.

The proposer may use this section to introduce the proposal or to summarize the key provisions of the proposal.

### **1.8.2 Table of Contents**

Include a clear identification of the material by sections and page numbers.

### **1.8.3 Design and Project Related Experience**

Demonstrate prior design experience within the last five (5) years. List at least three (3) similar projects and provide synopsis for these projects. Include both the Consultant's and the client's project managers. Indicate Consultant's levels of involvement. Be specific. Experience working with vendors or subconsultants would be desirable if Consultant indicates the need for a vendor or a subconsultant.

### **1.8.4 Key Personnel Qualifications**

Provide a statement that portrays how the qualifications and experience of Consultant's key personnel relate to the described work. The City expects commitment and prefers no reshuffling of personnel during the project. The proposal should address the following:

- (a) Key personnel experience with this type of project, and any familiarity with the City of Newberg.
- (b) Highlight the experience and qualifications of the person who would be directly responsible for this project. Identify any applicable registrations. Indicate the number of other projects that will be managed by this person during the time he

or she would be managing this project.

- (c) A listing of other individuals who would support and contribute to the project until its completion, with a summary of each team member's area of responsibility, expertise, experience and qualifications for this work.

### **1.8.5 Scope and Understanding**

Consultant shall:

- (a) Include a statement of understanding of the proposed work.
- (b) Provide a detailed work plan that describes how Consultant will organize and conduct the project by tasks as described in **Section 2**. This plan must include all major phases of the project, with targeted completion dates for each phase and/or task of the project, as well as for each required deliverable. If the project can be completed in a shorter timeframe than the "Schedule" noted under **Section 1.2**, please indicate the proposed schedule. If more time is needed, please explain.
- (c) Include an explanation of any modifications of the work items and scope of work presented in the proposal. Modifications shall be provided as separate additive or deductive tasks.
- (d) Provide a definition of how Consultant will ensure project progress and quality control.
- (e) Provide a description of Consultant's approach and methodology of managing work tasks and coordination, sequencing and control of any field operations used to accomplish the work in a timely manner.
- (f) Include a separate and specific description of each point in the RFQ that is not completely met by the proposal. Indicate if an alternate approach to the RFQ task(s) is proposed.
- (g) If the proposer has covered all the requested items, then this section should include the statement, "All RFQ items have been covered in this proposal".

### **1.8.6 Proposed Schedule**

Prepare a concise project schedule for each significant segment of the work, from "Notice to Proceed" to full completion. City staff requires 4 to 5 business days for review of each submittal from Consultant. City Council requires about 24 calendar days to approve contracts and amendments. Consultant may reflect these time requirements in their schedule.

### **1.8.7 Consultant's Fee Schedule**

Consultant shall not provide fee schedule in the initial response or proposal because the selection method is qualification based.

Once identified and notified as the most qualified proposer, that proposer shall submit all-inclusive fees, as negotiated, for which the requested work will be done, including vendor or subconsultant fees if applicable, broken down as follows:

- (a) Cost estimate including hours by task as identified in **Section 2**, and total hours.
- (b) Identify by Consultant's personnel category and individual staff, the total hours multiplied by Consultant's proposed hourly billing rate.
- (c) The fee schedule should include all out-of-pocket costs (travel, printing, etc.) and a fee should be stated for each segment or each phase of the project.

- (d) Describe the method Consultant would use in charging for any special requests, or broadening of the scope of work described here.
- (e) All wages and salaries shall remain the same throughout the duration of this project. However, if Consultant's cost of living adjustments should fall in this same time period, the total cost shall be clearly stated to reflect the change, and the effective date noted accordingly.

### **1.8.8 Additional Supporting Information**

Supporting materials should include only resumes, references and public client list. The reference list shall have no more than five (5) most recent clients with projects similar to this one. Please include the name, address, phone number, fax number and e-mail of the contact person for each reference. Detail the type of work done that supports the listed mandatory requirements in this RFQ. Indicate if the listed projects were delivered on time and on budget.

If there is no additional information to present, state: "There is no additional information we wish to present".

### **1.9 Selection of Consultant**

City's Selection Committee will recommend to Assistant City Manager that the contract award be made to the proposer that is in the Committee's opinion, best qualified. The Newberg City Council must approve any selection.

### **1.10 Requirement of Insurance**

The successful proposer will be required to meet City's insurance coverage. See the sample professional services agreement in **Appendix A** for the required insurance coverage.

Consultant shall provide certification of all coverages and shall name City of Newberg as "an additional insured" on all except workers' compensation insurance policies prior to signing the contract. City is defined as the entity named on the declarations page of the coverage agreement and its officers, employees, and agents including volunteers, authorized to act on behalf of City.

### **1.11 Execution of Contract**

Within five (5) business days after City Council approval of the selection, City and the proposer will finalize the professional services contract. **Appendix A** contains a copy of City's standard professional services agreement (PSA) for the proposer's information only. City will require the successful proposer to sign this contract. Work shall begin expeditiously after issuance of City's "Notice To Proceed", which will be provided to Consultant after the execution of the contract and the purchase order.

### **1.12 Public Records**

Any material submitted by a proposer shall become the City's property unless otherwise specified. During the evaluation of proposals and the selection of Consultant, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information that Consultant does not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of this RFP,

each page containing confidential information should be clearly marked "NOT FOR PUBLIC DISCLOSURE CONFIDENTIAL TRADE SECRETS". City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and claims arising out of any public record request for such information shall be at Consultant's expense.

### **1.13 Tax ID Number**

Proposer must provide the Federal/State of Oregon Taxpayer Identification Number.

### **1.14 Recycled Products Statement**

Consultants shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

### **1.15 Local/State/Federal Requirements**

The selected proposer shall comply with all Federal, State and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, 279B.235, and 279B.270. In addition, proposers agree to comply with:

- a. Title VI of the Civil Rights Act of 1964;
- b. Section V of the Rehabilitation Act of 1973;
- c. The American with Disabilities Act of 1990 and ORS 659.425;
- d. All regulations and administrative rules established pursuant to the foregoing laws; and
- e. All other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

Proposer is subject to the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires the provision of Worker's Compensation coverage for all employees working under this contract. City of Newberg's programs, services, employment opportunities and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability or political affiliation.

### **1.16 Payment For Services**

City will pay Consultant under contract for services performed based on approved rates and scope of work completed. City will make monthly progress payments within thirty (30) calendar days following receipt of properly itemized invoices. Payments for extra work not described in the PSA scope of services will only be made when authorized in advance and in writing by City's Project Manager prior to such work being performed by Consultant.

If Consultant anticipates that the fee is going to surpass the not-to-exceed figure because a task has changed and is outside the scope, Consultant shall notify City in writing of the circumstances with an estimated amount that the fee is to be exceeded. Consultant shall obtain written permission from City before exceeding the not-to-exceed fee amount. If Consultant does work that exceeds the maximum fee amount prior to obtaining the written permission, Consultant waives any right to collect that exceeding amount.

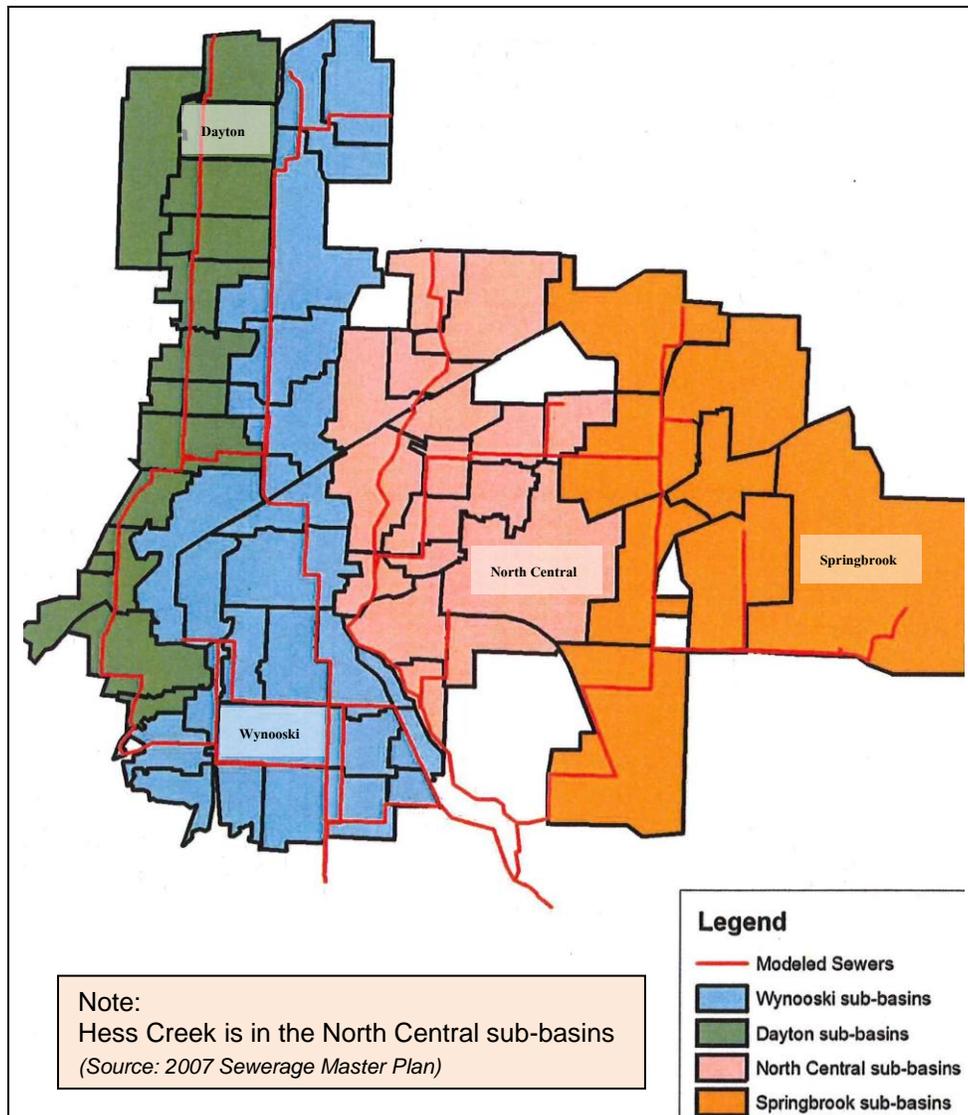
**\*\*\* END OF SECTION ONE \*\*\***

## SECTION 2

### SCOPE OF WORK

#### 2.1 Background and Purpose

The City of Newberg owns and maintains the wastewater collection system that consists of over 73 miles of gravity pipelines (from approximately 4" to 36" in diameter) and about 3 miles of wastewater force mains with seven lift stations and over 1,700 manholes and cleanouts. The collection system spreads over three drainage basins, namely Chehalem, Hess Creek and Springbrook.



The 2007 Sewerage Master Plan Update indicated that the City needs a wastewater rehabilitation and replacement program to reduce the amount of Inflow and Infiltration (I&I) that enters the collection system, and to address structural and operational defects that may impact pipe structural integrity and the performance of the collection system. The City's peak wet weather to dry weather wastewater flow ratios range from 4.9 to

13.8, and are considered excessive when the ratios are over 4 according to the Oregon Department of Environmental Quality (DEQ).

Below is Table 4-8 from the 2007 Sewerage Master Plan:

**Existing and Future Flows**

Three different planning horizons were evaluated: existing, 2025, and 2040. Existing and future flows were based on existing water use data, GWI determinations, and peak RDII flows as described above. Chapter 2 describes the area and land use associated with each of the planning horizons. Table 4-8 summarizes the existing and future flows for each main trunkline and Appendix E summarizes the existing and future flows for each input node in the hydraulic model.

Sub-basin	BWF, cfs			GWI, cfs			RDII, cfs			Total		
	Existing	2025	2040	Existing	2025	2040	Existing	2025	2040	Existing	2025	2040
Dayton	0.47	0.55	0.55	0.10	0.11	0.12	4.25	4.54	4.54	4.82	5.20	5.21
Wynooski	0.93	1.66	2.32	0.16	0.26	0.32	12.85	15.33	17.50	13.94	17.25	20.14
North Central (Hess Creek)	0.36	1.11	1.33	0.40	0.63	0.73	9.73	12.66	13.60	10.49	14.40	15.65
Springbrook	0.59	2.52	2.98	0.15	0.30	0.37	2.89	9.13	10.71	3.63	11.95	14.06
Total	2.35	5.84	7.18	0.81	1.30	1.52	29.72	41.66	46.35	32.88	48.80	55.06

Note:  
 BWF = Base Wastewater Flow  
 GWI = Ground Water Infiltration  
 RDII = Rainfall Derived I&I  
 (Source: 2007 Sewerage Master Plan)

The City wants to invite competent and professional consultants submit qualifications that show a strong background in evaluating, identifying, recommending and implementing a result proven I&I reduction program. The program shall provide an aggressive systemic approach that addresses I&I issues that exists at both the public and private sections of the collection system.

The executive summary for the City’s wastewater conveyance master plan is accessible on the City’s website at:  
[http://www.newbergoregon.gov/sites/default/files/Sewerage%20Master%20Plan\\_Executive%20Summary.pdf](http://www.newbergoregon.gov/sites/default/files/Sewerage%20Master%20Plan_Executive%20Summary.pdf).

The selected engineering consultant shall enter a City contract working with the Engineering Services Department. Interactions with the City’s Public Works Maintenance and Operations Divisions would be necessary.

**2.2 Consultant’s Responsibility**

Consultant shall provide adequate personnel and resources to accomplish the scope of work. Identify key personnel and estimate an approximate number of hours for each task to be accomplished. Consultant shall provide a highly qualified and experienced team and be able to deliver satisfactory services and products. City prefers no change of personnel involved throughout the duration of the City’s project.

The following tasks represent the minimum that the City has determined necessary for the City’s project. The final scope of work and the consultant fee needs to be negotiated

first with the highest ranked Consultant until an agreement can be reached towards a contract. If an agreement cannot be reached, City may terminate the negotiation with the highest ranked Consultant, and begin negotiation with the next most qualified Consultant until an agreement can be reached. Consultant may propose changes or additions to the scope of work if Consultant believes that these changes provide substantial benefits to the City or enhance the project. These proposed modifications shall be noted as separate additive or deductive tasks.

See the following essential tasks and activities with deliverables. All deliverables shall be provided in digital copies for review, and the final products shall be in digital and hard copies.

### **Task 1 Project Management**

Consultant shall manage the scope of work and act as a manager of Consultant's team, including any sub-consultants or vendors, coordinate all work and take a proactive role in keeping all tasks on budget, on schedule and ensure timely completion of all tasks through review by City. Consultant shall work with City staff and any other consulting groups and be responsive to any email and telephone discussions.

Consultant shall coordinate, schedule, prepare and facilitate project team meetings as needed, including a kickoff meeting, with City staff during the duration of the City's project. Consultant shall identify roles and responsibilities of all project team members. All agendas, minutes, and supporting information shall be distributed to City via emails three (3) business days in advance of any meetings.

Consultant shall keep City informed of project progress with monthly status updates for all tasks. Indicate any critical timeline and major milestones. Report any outstanding issues and how to resolve them. Project updates can be submitted to City with invoices. Indicate hours spent by Consultant team on each task since the previous invoice. Submit a summary report of work completed by tasks with each invoice. Alert City if any issues or concerns may affect project progress. Update the project schedule as needed.

Consultant is expected to provide an excellent quality control over all deliverables, work independently, and assume full responsibility in coordination and acquiring any data and product information for the proper evaluation, analysis, preparation and completion of the City's project. Consultant shall provide an adequate review and response period for City to address administrative, technical, design and constructability issues.

Coordination is critical to the success of the City's project. Consultant shall provide:

- (a) Project schedule with updates.
- (b) Meeting agendas and minutes.
- (c) Detailed invoices with progress reports.

### **Task 2 Collect and Review Data**

Accurate field data is crucial. Consultant shall develop field investigation and data collection methods such as smoke tests, video inspections, manhole inspections, flow monitoring, etc., determine locations for such tests and flow monitoring, and perform all applicable tests. Consultant shall provide supervision if data is collected by a vendor or a subconsultant.

Consultant shall review City's wastewater conveyance and collection system maintenance logs on file, existing video records (as needed) and data collected. Utilize City's existing Geographic Information System (GIS) database. Identify high problem areas with I&I.

#### Smoke Testing

Notify property owners two business days in advance of the smoke tests. Use dual blowers to conduct smoke tests to increase the smoke entering the wastewater conveyance system and maximize the number of defects found. Document the pipe segment isolated, the volume of smoke exiting the system and the defects on the main line, service laterals or manholes. Compile the results so that the information can be easily uploaded to the City's GIS database.

#### Video Inspection

Furnish video inspection of mainline pipes. Provide pipe condition assessment. Video inspect existing laterals in sufficient number to identify condition issues on a block by block basis.

#### Manhole Inspection

Furnish manhole inspection. Note evidence of leakage.

#### Flow Monitoring

Install flow monitors to isolate areas containing high I&I. Consultant shall recommend locations for flow monitoring and work with a vendor or a subconsultant to determine the baseline dry weather and the peak wet weather flows for typically two months or until at least three significant rain storm readings are obtained.

Consultant shall provide suggestions on how to obtain dry weather flow data as this project kicks off at the beginning of the wet weather period.

#### Other Methods

City may consider suggestions of other methods offered by Consultant.

Specify deliverables for this task.

### **Task 3 Develop an I&I Reduction Program**

Consultant shall first identify areas that can be most easily addressed with the highest reduction in I&I and keep them ("the low hanging fruits") on top of the prioritized project lists. This requires cost estimates after the creation of a manageable sewer rehabilitation area for each project utilizing the evaluation results from Task 2. It is fair to assume the need of bid documents (plans, specifications and costs) for each project identified for I&I reduction. Documents may include sketches, exhibits, plans, preliminary cost estimates, and related information.

Consultant shall provide a cost effective analysis for project recommendations and detail deliverables for this task.

Consultant shall perform a thorough quality control review of all documents to ensure they are complete and accurate. City's review is only to determine a general level of compliance with the scope of work and quality requirements. Consultant shall prepare to answer questions and be willing to make logical revisions pertaining to review comments.

Consultant shall provide products that comply with the City's document format as listed below:

- (a) Microsoft Word 2007 for word processing.
- (b) Microsoft Excel 2007 for cost estimating.
- (c) Microsoft Project 2002 for project scheduling.
- (d) Adobe Portable Document Format (PDF) for plans and exhibits.

The City's computer aided design system consists of a windows-based environment utilizing Windows Vista, XP and 7, Bentley MicroStation V8XM, and AutoCAD Civil3D 2012. The City's geographical information system consists of a windows-based environment utilizing Windows XP, and ArcGIS 10.

All documents shall be delivered to and be permanently retained by City. Documents shall be submitted in written and electronic format, and shall be freely reproduced by the City.

### **2.3 City's Responsibility**

City will perform the following tasks:

- (a) Provide a project manager/engineer responsible for the overall project management and coordination between Consultant and City.
- (b) Provide legal review of all contract documents.
- (c) Make available City policies, regulations, guidelines and records such as as-built information, maps, and Maintenance Division logs and video tapes.
- (d) Coordinate staff review.
- (e) Ensure that City staff member(s) provide timely responses to questions, and be available for any meetings requested by Consultant. All meetings shall take place at the Newberg City Hall Building.
- (f) Prepare City Council agenda items.
- (g) Review and process payment requests (typically on monthly intervals).
- (h) Perform other tasks as negotiated.

**\*\*\* END OF SECTION TWO \*\*\***

# **APPENDIX A:**

## **City of Newberg Standard Professional Services Agreement**



behalf of the **City**. If **Consultant** proceeds with work prior to obtaining permission and/or Agreement amendment, the **Consultant** waives any right to collect fees for work performed.

6. **Agreement Documents:** This Agreement consists of this Agreement and any attached and referenced Exhibits. Work is under the sole control of **Consultant**; however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

7. **Benefits:** **Consultant** will not be eligible for any federal social security, state workers compensation, unemployment insurance, or public employees' retirement system benefits from the Agreement payment except as a self-employed individual.

8. **Federal Employment Status:** In the event any payment made pursuant to this Agreement is to be charged against federal funds, **Consultant** certifies that he or she is not currently employed by the federal government and the amount charged does not exceed his or her normal charge for the type of services provided.

9. **Consultant's Warranties:** The work to be performed by **Consultant** includes services generally performed by **Consultant** in his/her usual line of business. The work performed by the **Consultant** under this Agreement shall be performed in a good and businesses-like manner in accordance with the highest professional standards. The **Consultant** shall, at all times, during the term of this Agreement, be qualified, be professionally competent, and duly licensed to perform the work.

10. **Indemnity:** **Consultant** shall defend, indemnify and hold harmless **City** from and against all liability or loss and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the **Consultant**, or its officers, employees, subcontractors, or agents under this Agreement.

11. **Independent Contractor:** **Consultant** is not currently employed by the **City**. The parties to this Agreement intend that the **Consultant** perform all work as an Independent Contractor. No agent, employee, or servant of **Consultant** shall be or shall be deemed to be the employee, agent or servant of **City**. **City** is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

12. **Taxes:** **Consultant** will be responsible for any federal or state taxes applicable to payments received under this Agreement. **City** will report the total of all

payments to **Consultant**, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.

13. **Insurance:**

a) **Consultant**, its Subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers; or by signing this Agreement, **Consultant** represents that he or she is a sole proprietor and is exempt from the laws requiring workers compensation coverage.

b) **Consultant** will, at all times, carry a Commercial General Liability insurance policy for at least \$2,000,000.00 combined single limits per occurrence for Bodily Injury, Property Damage, and Personal Injury. The **City**, its agents, employees and officials all while acting within their official capacity as such, shall be named as an additional insured on the insurance specified in this paragraph.

c) **Consultant** will, at all times, carry a Professional Liability/Errors and Omission type policy with limits of at least \$2,000,000.00. If this policy is a "claims made" type policy, the policy type and company shall be approved by the City Manager prior to commencement of any work under this Agreement.

d) **Consultant** shall furnish the **City** with Certificates of Insurance upon execution of Agreement. Such Certificates of Insurance evidencing any policies required by this Agreement shall be delivered to the **City** prior to the commencement of any work. A 30-day notice of cancellation clause shall be included in said certificate. The **City** has the right to reject any certificate for unacceptable coverage and/or companies.

14. **Assignment:** The parties hereto each bind themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the Agreement as a whole without written consent of the other.

15. **Ownership of Work Product:** All original documents prepared by **Consultant** in performance of this Agreement, including but not limited to original maps, plans, drawings and specifications are the property of **City** unless otherwise agreed in writing. Quality reproducible records copies of final work product, including digital files of text and drawings shall be provided to **City** at the conclusion or termination of this Agreement. **City** shall indemnify and hold harmless **Consultant** and **Consultant's** independent professional associates or Subconsultants from all claims, damages, losses and expenses including attorney fees arising out of the **City's** use of any instruments of professional service for purposes outside the scope of this Agreement.

16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and

supersedes all prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

correspondence or notice is intended. If directed to the **City**: City of Newberg, P.O. Box 970, Newberg, Oregon 97132, Attn: **Paul Chiu, P.E., Project Manager**. If directed to the **Consultant**: Attn: \_\_\_\_\_, **Consultant Project Manager** at the address listed above. Each party shall be responsible for notifying the other of any changes in project manager designation.

17. **Notification:** All correspondence and notices related to this Agreement shall be directed to the project manager for the party to whom the

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above mentioned.

**CONSULTANT**

**CITY OF NEWBERG**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Daniel Danicic  
Title: City Manager  
Date: \_\_\_\_\_

*Engineering Services Approval:*

\_\_\_\_\_  
James (Jay) O. Harris  
City Engineer

*Department Approval:*

\_\_\_\_\_  
Lee Elliott  
Assistant City Manager

*Approved as to Form and Content:*

\_\_\_\_\_  
Terrence D. Mahr  
City Attorney

# **APPENDIX B:**

## **Project Summary Sheet from the Approved 2013-14 City Budget**

**Wastewater Program  
Project Summary Sheet**

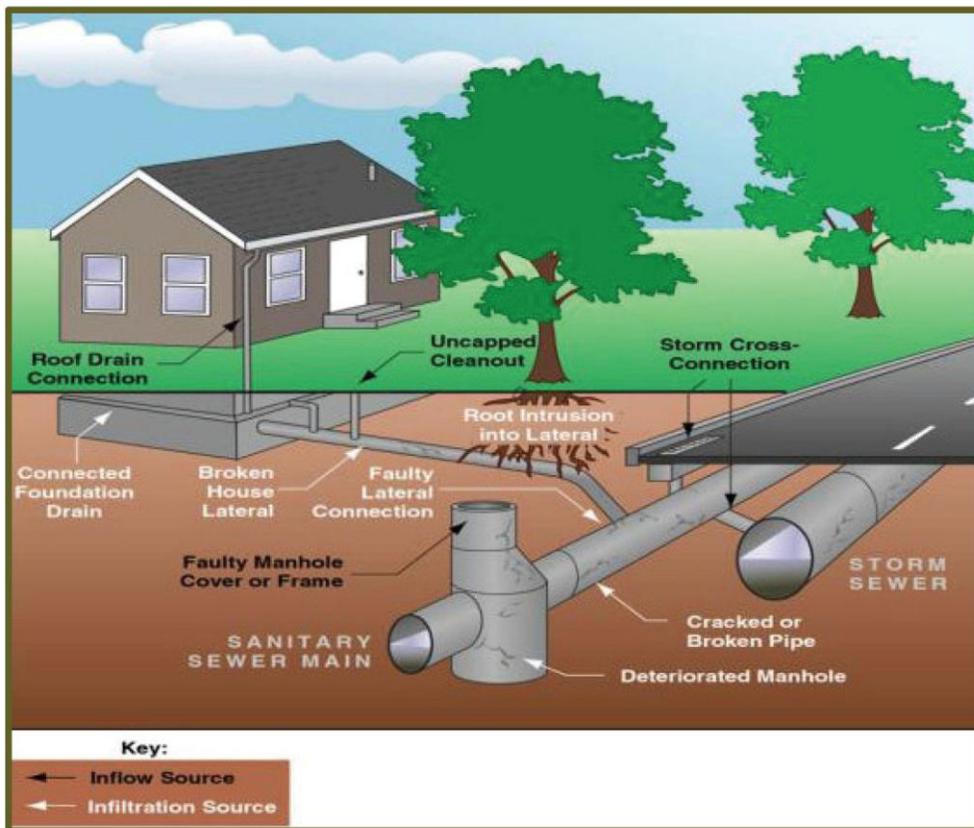
**FY 13-14**

WW-017 Inflow & Infiltration (I&I) Study and Projects

\$200,000

The 2007 Sewerage Master Plan Update identified the need for significant replacements of the older sections of the wastewater collections system throughout the City. The goal of the project is to replace the aging pipe infrastructure to reduce the maintenance costs and the stormwater inflow and infiltration into the system. The 2007 Master Plan recommends that the City allocate \$1.1 million per year from 2010 to 2020 towards the project. A consultant will be selected during the summer of 2013 to coordinate the flow monitoring of the existing system and to develop a project priority list for implementation in FY 2014-15.

During large winter storm events, the wastewater conveyance system is subjected to a significant increase in flow from the summertime dry weather flows. Reducing stormwater infiltration into the wastewater collection system will reduce the maintenance costs for the roadway and piping systems, and reduce the pumping and treatment plant costs.



Inflow & Infiltration Diagram