

Request for Proposals

Engineering Services for Water System Improvements

The Sunrise Water Authority (“Sunrise”) is looking to retain one or more firms to provide civil (and related) engineering services for the design and construction management of a series of planned system improvements. Projects may include (but not be limited to) replacement of old water transmission mains, pump station improvements, seismic upgrades, and other improvement projects. The projects are part of planned renewals and replacements located throughout the service territory, targeted at replacing vulnerable assets with modern infrastructure designed and built to improve seismic and service resiliency.

The selected consultant(s) will serve as technical advisors to Sunrise staff, providing assistance in the preparation of plans, specifications, and bid documents; assistance during bidding and construction (which may include field observation); and other related tasks deemed necessary for the projects. Sunrise intends to engage the selected firm(s) under master services agreement(s), then issue various task orders (subject to negotiated scope and price) in the completion of specific projects. Sunrise reserves the right to reorganize the scope of work for any project at its sole discretion. The contracts will be issued annually, subject to a maximum of three (3) consecutive years. A copy of the Master Services Agreement is attached. All proposers must agree to the stated terms and conditions in their entirety (otherwise may be subject to possible disqualification).

Qualified firms (or teams) should have Oregon licensed, professional engineers on staff with expertise in civil engineering and related experience in the planning, design and construction of key municipal water system assets. Firms do not need to include subconsulting expertise for various support disciplines (e.g. geotechnical engineering or surveying), as these additional services will be negotiated in the issuance of the various task orders, as needed (unless they reside as employees within the proposing firm).

Selected firms are being asked to submit proposals that include descriptions of:

1. **Firm Overview:** provide brief overview of firm and office locations; be sure to state the size of the local office.
2. **Project Team:** provide brief statement of the qualifications of key team members, including any subconsultants. This description should clearly identify key person(s) and their role (e.g project manager, design lead, geotechnical lead, etc.). Be sure to also identify the location (home office) of each key person. Use tables or charts (as needed).
3. **Related Design Experience:** provide descriptions (max. 6) of related municipal infrastructure projects completed in the past 3 years, including details regarding the size or capacity of the projects. Also include reference(s) for each project, citing owner contact information or person(s) that can comment on your firm’s role and performance for each project. Please indicate the role key team members you are currently proposing may have taken during these projects.
4. **Availability:** Provide details regarding other major projects (current or planned) that may require the attention (time) of any current key team members. Include an estimate of the level of availability (in terms of percentage or hours per week) for each key team member over the duration of this project.

5. **Project Delivery:** Provide details regarding the engineering cost estimate, construction bid price and final construction cost for at least five (5) of the projects cited in your 'Related Design Experience.' Provide details of notable change order or scope amendments (as applicable).

Submittals are due before **4:00 pm on February 1, 2018** at the agency's office. Submittals may be delivered in either electronic or paper format. Limit your submittal to 15 pages (each printed side of 8.5 x 11 sheet will count as one page; each printed side of 11 x 17 sheets will count as two). A cover letter or attachments (e.g. resumes) may be included and will not be added in the page limit count. Brevity is appreciated. Electronic submittals, such as Adobe Acrobat (*.pdf) format, are preferred and should be sent to: eedgar@sunrisewater.com Alternatively, five (5) bound (or stapled) paper copies should be delivered to 10602 SE 129th Avenue, Happy Valley, Oregon 97086. Duplex printing is desired. Submittals received after the closing date and time will not be considered.

The agency intends to review this material shortly after the submittal deadline and evaluate the submittals. Interviews may be conducted with one or more firms during the week of February 12-16, 2018. Interviews will be conducted only as needed and will be used to meet key team members, gather additional information, or clarify details within the submittals in order to refine the evaluation of the submittals. Evaluations of submittals and interviews will be conducted by agency personnel, along with third-party reviewers selected by Sunrise (at their sole discretion).

Each submittal will be evaluated based on their comprehensive response to the requested information based on these criteria:

- a. **Team Qualifications:** examine qualifications of project manager and other key team members; review any subconsultant assignment(s) in key roles; preference given to firms that can provide internal staff across key roles.
- b. **Experience with Similar Projects:** examine firm experience with related projects, including references; preference also given to related project histories in Oregon involving one or more of the key team members. Sunrise reserves the right to contact (or not) any references given and may use that information at its own discretion.
- c. **Availability:** examine availability of key team members during design and construction and their proximity to the construction site (e.g. ability to meet with owner's representatives and respond to required field activities).
- d. **Project Delivery:** examine construction cost data for prior projects, including engineer's estimate, bid price and final construction costs.

All questions regarding this request or the intended scope of work and services should be directed to: Elizabeth Edgar, Project Engineer, eedgar@sunrisewater.com or (503)683-7410. Questions must be received no later than 4:00 pm on January 24th, 2018.

All proposers will be responsible for obtaining any addenda issued as part of this RFP. You may do so by checking our website or by calling the administrative contact noted herein. Any addenda will be issued no later than the close of business on January 26, 2018. All times indicated in this RFP are set based on Pacific Time.

Any information in a submittal claimed to be exempt from public disclosure shall be clearly marked 'confidential,' along with a basis for the claim of confidentiality. Sunrise reserves all rights to verify the requested exemption from disclosure under the Oregon Public Records Law or to require such disclosure as specified under law. Moreover, all requests for public disclosure of submittals are subject to the agency's Public Records Request filing requirements. Any costs associated with the disclosure of such documents shall be at the sole expense of the person(s) or group(s) making the request.

All costs in the preparation and delivery of a submittal (or interview) in association with this RFP are not reimbursable and shall be the sole responsibility of each participating firm or individual.

All protest procedures for this procurement shall be as provided in the agency's Local Contract Review Board Rules or as prescribed under OAR 137-048-0240.

At any time during this process, Sunrise reserves the right to cancel this solicitation for any and all reasons it deems in the best interest of Sunrise and all participating firms shall be so notified.

Sunrise is an Equal Employment and Opportunity employer.

SUNRISE WATER AUTHORITY
ENGINEERING SERVICES CONTRACT



Parties: This Agreement is made between the Sunrise Water Authority (“Sunrise” or “Owner”), a municipal corporation organized under Oregon Revised Statutes Chapter 450, and XYZ Engineering, Inc (“Engineer”), a professional engineering services firm licensed and authorized to conduct business in the State of Oregon.

Period of Effect: This Agreement shall become effective as of the date of its execution by both Parties and shall remain in effect throughout the period of authorized work, including the delivery and acceptance of any final work products agreed by the Parties.

Scope of Services and Schedule: The Parties shall execute a series of Task Orders, mutually agreed (in writing) by the Parties and included by reference herein. Each Task Order shall outline a schedule of related tasks, including key project milestones and a list of project deliverables.

Compensation: The Engineer shall perform this work on a time and material basis for a not-to-exceed amount mutually agreed (in writing) by the Parties. For each Task Order, the Engineer shall prepare a fee estimate showing key persons, their hourly billing rates, and projected hours assigned to the major project tasks. All billing rates shall include any and all mark-ups of direct salary. Moreover, this fee estimate shall identify all related reimbursable expenses, including mileage, printing, equipment rental, and any other project related expenses, as approved by Sunrise.

Invoicing and Payment: (a) The Engineer must submit an invoice for payment of authorized work, detailing all labor hours, including the person’s name (and title) and the number of hours they worked on each task, along with all related and approved reimbursable expenses. Invoices may be submitted at any time but in no case more than once monthly (and not more frequently than 20 days between any two invoices).

(b) Sunrise shall make payment shall be made within thirty (30) calendar days of the receipt of any invoice for all approved work. Payment shall not be

considered acceptance or approval of any work or waiver of any defects therein.

(c) Sunrise reserves the right to dispute any charges, including billing hours, expenses or other charges not approved by Sunrise. Sunrise may in turn ask for additional data and information to clarify or validate any charges. Moreover, payment for disputed charges will be retained (i.e. not paid) until the Parties mutually resolve the validity of such charges. When only a portion of an invoice is in dispute, Sunrise will retain only that portion until the dispute is resolved.

(d) The Engineer shall not be entitled to any fines, fees, or interest penalties for any late payment by Sunrise.

Amendments or Change Orders: No changes or amendments shall be made to this contract or any Task Order, including its Scope of Services, Schedule Compensation, or Schedule, without prior written authorization from Sunrise. Sunrise may, in turn, make such changes at any time, provided the parties agree that such change does not create any additional burden to the Engineer in terms of anticipated costs or loss in schedule (time). Otherwise, the parties must mutually agree, in writing, to the noted changes.

General Responsibilities: (a) Engineer acknowledges and agrees that Sunrise selected Engineer for this work because of the special qualifications of Engineer’s key personnel, including (but not limited to): TBD (Project Manager), TBD (Civil Lead) and TBD (QC Manager). Engineer shall not reassign or transfer these key personnel to other duties or positions, such that these key personnel are no longer available to provide their expertise, experience, judgment, and personal attention in executing the Scope of Services, without first obtaining Sunrise’s prior written consent to such reassignment or transfer. In the event Engineer requests Sunrise to approve such a reassignment or transfer of these key personnel, Sunrise shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).

(b) Engineer has the skill and knowledge possessed by well-informed members of its profession and will apply that skill and knowledge in performance of this Agreement in accordance with the usual and customary care exercised by members of the same profession.

(c) Unless otherwise specified in the Scope of Services or so otherwise approved by Sunrise, Engineer shall furnish and assume full responsibility for all materials, equipment, labor, and transportation, necessary for the furnishing, performance, testing and completion of the services required under this Agreement.

(d) Engineer shall promptly pay, as due, all of its obligations arising out of or in connection with the performance of this Agreement, including but not limited to payment to all person supplying Engineer labor, equipment, services, or materials in the execution of any related Services or Tasks. Engineer shall also defend, indemnify, and hold harmless Sunrise from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from Engineer's failure to meet said obligations.

(e) Engineer shall not permit any lien or claim to be filed or prosecuted against Sunrise on account of any labor or materials furnished.

(f) Engineer shall also inform Sunrise of its Federal Internal Revenue Service Employer Identification Number.

(g) Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

(h) Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

Compliance with Applicable Laws: (a) Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement, Including (but not limited to): (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. Sunrise's performance under this Agreement is conditioned upon Engineer's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

(b) Engineer verifies that they are an independent contractor for all purposes and is entitled to no compensation from Sunrise other than that provided by this contract. The Engineer further verifies that it is not an officer, employee or agent of Sunrise as those terms are used in ORS 30.265, nor are any of its officers, employees, or agents associated therein. Moreover, the Engineer, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Sunrise for any purpose whatsoever, nor are they authorized to do so.

(c) Engineer and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Agreement in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Engineer shall ensure that each of its subcontractors, if any, complies with these requirements

Indemnification: (a) Engineer agrees to indemnify and hold harmless Sunrise, its officers, commissioners, and employees from and against all claims and actions, and all reasonable expenses incidental to the investigation and defense thereof, arising out of or based upon damages or injuries to persons and property, to the extent that the damages or injuries to persons and property are caused by the negligent acts, errors, or omissions of the Engineer, its subcontractors, or anyone over which the Engineer has a contractual relationship with, during or in connection with the performance of this Agreement.

(b) To the fullest extent permitted by law, Sunrise and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or its related project(s).

Owner Furnished Documents: (a) Upon request by Engineer, Owner shall furnish to Engineer all applicable information and technical data in owner's possession or control which owner may lawfully release, including but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information relating to the Services (or Task Orders) and requested by Engineer.

(b) The Engineer shall be entitled to reasonably rely upon the information provided by the owner or owner's representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of Services (or Task Orders).

(c) Notwithstanding the foregoing, Owner's provision of such information shall in no way be deemed a representation or warranty as to the completeness of the information necessary for Engineer to complete its work under this Agreement.

Ownership of Work Products: (a) Sunrise shall be entitled to obtain, possess and own copies of any and all products of service which result from this contract, including any reports, memoranda, spreadsheets, computations, plans, correspondence or pertinent data and information gathered by or computed by Engineer prior to completion of the work pursuant to this Agreement or its termination herein.

(b) Reuse of Engineer's work products by Sunrise (or third-parties) for purposes outside this Agreement shall be without liability to Engineer, unless so agreed in writing by the Parties.

(c) Owner and Engineer may transmit, and shall accept, project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

Insurance: (a) During the term of this Agreement, Engineer shall purchase and maintain (at Engineer's expense) the following coverage:

- i. Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence and annual aggregate of not less than \$2,000,000.
- ii. Commercial Automobile Insurance for all owned, hired, and non-owned vehicles with a limit of not less than \$1,000,000 for each accident.
- iii. Workers' Compensation Insurance. The Engineer, its subcontractors, if any, and all employers providing work, labor, or materials under this Agreement that are subject to Oregon Workers' Compensation Law shall comply with ORS 656, which requires them to provide coverage that satisfies Oregon law for all their subject workers. All non-exempt employers shall provide Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.
- iv. Professional Liability Insurance: covering errors and omissions or negligent acts in the amount of at least \$2,000,000 per occurrence.

(b) Engineer shall name Sunrise, its officers, representatives, agents, and employees, as additional insureds and furnish acceptable certificates of insurance within ten (10) days following award of this contract and prior to commencement of any related work. Engineer shall further indemnify Sunrise for any liability or damages that may incur due to Engineer's failure to purchase or maintain any required insurance.

(c) Failure of Sunrise to demand proof of insurance or to identify a deficiency in coverage shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

Opinions of Construction Costs: (a) Engineer may, during the course of its Services, prepare opinions of the cost of construction. Sunrise acknowledges that Engineer has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, the design of which is contemplated by this Agreement, all of which are and will unavoidably remain in a state of change.

(b) Sunrise therefore acknowledges that Engineer cannot and does not make any warranty, promise, or representation, either express or implied, that proposals, bids, project construction costs, or cost of operation or maintenance will not vary substantially from its cost estimates.

Termination: (a) Sunrise may, at any time and without cause have the right, in its sole discretion, to terminate this contract, subject to 10 days written notice to Engineer. The Engineer shall, in turn, be compensated for all services satisfactorily rendered and expenses incurred to the date of termination, less any amount of damage, if any, sustained by Sunrise due to breach of contract by Engineer.

(b) Either party may terminate for cause for breach of contract upon 10 days written notice to the other party specifying the breach. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

Disputes: (a) The Parties agree to negotiate any and all disputes arising from the Agreement among them in good faith for a period of up to 30 days following notice of dispute.

(b) If the Parties are not able to resolve such a dispute, either party may, in writing to the other party, request mediation. If the parties cannot agree on a mediator or the process of mediation within 30 calendar days after receipt of a written request for mediation, either party may seek any remedy

available at law to resolve the dispute. All costs of mediation shall be borne equally by the parties.

(c) Other than requiring the parties to provide notice of requested mediation, nothing in this section shall be deemed to preclude Sunrise or Engineer from seeking any remedy available under the law.

Governing Law and Jurisdiction: The laws of the State of Oregon shall govern this contract. Any suit or action arising from this contract shall be commenced and prosecuted in the courts of Clackamas County, Oregon or the U.S. District Court for the District of Oregon, in Portland, Oregon, as applicable.

Attorney's Fees: In case suit or action is instituted to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of their reasonable attorney's fees and costs, including upon appeal and in the enforcement of any judgement. Should neither party prevail on all of their claims or receive all of the relief they sought, the substantially prevailing party shall be awarded their reasonable attorney's fees and costs, including upon appeal and in the enforcement of any judgement.

Audit: (a) Engineer shall maintain records to assure conformance with the terms and conditions of this contract, and to assure adequate performance and accurate expenditures within the contract period. Engineer agrees to permit Sunrise, the State of Oregon, the federal government, or their duly authorized representatives audit access to all records pertaining to this contract to assure the accurate expenditure of funds.

(b) The Engineer further agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract. Engineer also agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that Sunrise, or any of its duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor.

Severability: In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

Waiver: The failure of Sunrise to enforce any provision of this Agreement shall not constitute a waiver by Sunrise of that or any other provision.

Successors: The Parties are hereby bound and the successors, executors, administrators, and legal representatives of Sunrise or Engineer (and any party so agreed by proper assignment) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Assignment: Neither Sunrise nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Third-Party Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Sunrise or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

Subcontract: Engineer shall not subcontract any of its responsibilities under this contract without the written consent of Sunrise. If Sunrise approves of such subcontract, Engineer shall include in each subcontract any provisions necessary to make all of the provisions of this contract fully effective. Engineer shall provide all necessary documents and instructions to its subcontractor to enable them to properly perform their work.

Integration: This Agreement together with any Task Order(s) are incorporated by reference into each other and supersede all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of the Task Order. In the event of a conflict between the terms of this Agreement and the terms of a Task Order, the terms of the Task Order shall govern.

By signing below, the Parties herein agree to the stated terms and conditions for service under this Agreement:

SUNRISE WATER AUTHORITY

XYZ ENGINEERING, INC.

Wade Hathorn, General Manager

Title: _____ (sign)

Date

Date