

**Long Prairie Water District**  
**Request for Qualifications**  
for  
**Water System Master Plan**

SOQs DUE: May 7, 2021 at 3:00 P.M. Pacific Time

**Final – Published April 13, 2021**

## **Section 1 - Invitation**

### **1.1 – Overview**

The Long Prairie Water District (LPWD, the District) requests Statements of Qualifications (SOQs) from firms (Proposers) interested in providing professional engineering services to the District to prepare a Water System Master Plan (the Master Plan). To be considered, an interested party must submit a SOQ in accordance with the requirements set forth in this Request for Qualifications (RFQ).

The Master Plan is intended to provide the District with a picture of its future water supply needs; identify improvements necessary to meet predicted needs for water supply, storage and distribution; and develop a capital improvement plan for efficient implementation of water system improvements. The Proposer will need to project future water demands, develop planning and analysis criteria, analyze the water system, and identify recommended capital improvements.

The Master Plan is being conducted in coordination with the District’s participation in Regional Water Supply Planning work, which includes evaluation of the technical and economic feasibility of water supply alternatives to serve the District and its Partners. The final Master Plan should identify and prioritize District infrastructure improvements needed to integrate the preferred regional water supply alternative as the District’s future source of supply.

Responses to this RFQ will be reviewed, scored, and ranked according to the criteria and process defined in this RFQ. The Proposer identified as the most qualified through the evaluation process will be selected for contract negotiations. There will be no pre-qualification meeting or formal opening for this solicitation.

### **1.2 – General Instructions**

SOQs shall be submitted as a single PDF file to be delivered electronically by no later than 3:00 P.M. Pacific Time on May 7, 2021. Proposals shall be submitted via email to Mark Knudson, Project Advisor, at [mknudson@sdao.com](mailto:mknudson@sdao.com). The subject line of the email must identify the Project: “LPWD – Water System Master Plan” along with the name of the Proposer. SOQs submitted via email are limited to a maximum size of 10 MB. Proposers wishing to submit an SOQ file larger than 10 MB shall contact the Project Advisor for additional instructions. Late SOQs and faxed or hard-copy responses will not be accepted. It shall be the Proposer’s responsibility to confirm receipt of their SOQ by the Project Advisor.

For additional information regarding this RFQ, contact Mark Knudson, Project Advisor, at [mknudson@sdao.com](mailto:mknudson@sdao.com). Proposers are advised to notify the Project Advisor of their interest in the project to obtain addenda and other pertinent notifications. The District may reject any response not in compliance with prescribed solicitation procedures and requirements and other applicable law, and may reject any or all responses in whole or in part at no cost to the District when the cancellation or rejection is in the best interest of the District.

### **1.3 - Advertisement**

Long Prairie Water District (the District) requests Statements of Qualification (SOQs) from firms interested in providing professional engineering services to the District to prepare a Water System Master Plan. A Request for Qualifications (RFQ) may be obtained at:

<https://www.sdao.com/requests-for-proposals>.

SOQs shall be submitted following procedures established in the RFQ and will be received until 3:00 P.M. on May 7, 2021. SOQs received after the deadline will not be considered. Questions concerning this solicitation should be directed to the District's Project Advisor: Mark Knudson, [mknudson@sdao.com](mailto:mknudson@sdao.com).

Proposers must comply with the requirements of the RFQ and all applicable statutes. The District reserves the right to reject any and all SOQs or to negotiate individually with one or more firms, and to select one or more firms if determined to be in the best interest of the District.

PUBLISHED: April 14, 2021 in the Tillamook Headlight Herald

## **Section 2 - Background and General Information**

### **2.1 – Project Background**

The Long Prairie Water District (LPWD, the District) serves about 900 residents in unincorporated rural Tillamook County near the city of Tillamook, Oregon. The District was established in the early 1900's and has not previously prepared a water system master plan. The District's annual average water demand in 2019 was about 61,000 gallons per day.

The District's water distribution system includes:

- 9.8 miles of water pipelines, consisting of essentially all PVC pipe
- 286 active water services, serving 266 residential and 20 non-residential customers
- 37 mainline valves
- 17 fire hydrants
- One pressure zone, with no pumping and no distribution storage

The District currently purchases finished water from the City of Tillamook and has no other existing source of water supply. The District has established a partnership with other rural water providers in the Tillamook region to evaluate the technical and economic feasibility of water supply options to serve the District and its Partners.

The District has entered into a consulting services agreement with the Special District Association of Oregon Consulting Services Program (SDAO CSP) to serve as a Project Advisor, to provide management oversight, coordination, and support to the District.

**2.2 – Issuing Office**

This RFQ is issued by the Long Prairie Water District. The District’s Project Manager for this work is: Rick Stelzig, Long Prairie Water District, PO Box 331, Tillamook, OR 97141.

All questions and correspondence pertaining to this RFQ should be directed to the District’s Project Advisor: Mark Knudson, Senior Consultant, Special Districts Association of Oregon, [mknudson@sdao.com](mailto:mknudson@sdao.com), 503-319-5256.

**2.3 – Anticipated RFQ Schedule**

The following anticipated schedule is subject to revision.

<b>Anticipated RFQ Schedule</b>			
Activity	Start Date	Duration (days)	End Date
Advertisement	4/14/21	1	4/15/21
Solicitation	4/13/21	24	5/7/21
Proposals Due – 3:00 p.m. Pacific Time	5/7/21	0	5/7/21
Evaluation & Selection	5/7/21	10	5/17/21
Contracting	5/17/21	21	6/7/21
Award – LPWD Board Meeting	6/14/21	0	6/14/21

**2.4 – Estimated Project Budget & Schedule**

The estimated project budget for the requested professional services is \$45,000, including all engineering services. The Master Plan project is intended to be complete by March 30, 2022.

**2.5 – Reference Documents**

The following documents are available via email by request to [mknudson@sdao.com](mailto:mknudson@sdao.com).

<b>Available Reference Documents</b>		
Document	Date	Author
Project Management Plan for Regional Water Supply Planning	3/23/2021	SDAO
Memorandum of Understanding for Regional Water Supply Planning	3/10/2021	LPWD
Water Provider Regional Map	Feb 2021	Zwald
LPWD Concepts to Reduce the Cost of Purchased Water - DRAFT 3	10/26/2020	SDAO
LPWD System Information	12/11/2020	LPWD
LPWD System Map	undated	LPWD
LPWD Master Plan SIPP Grant Application	3/15/2020	LPWD
LPWD Water Right Certificate 2191 / Permit S-2705	12/2/1918	OWRD

## **2.6 – Changes to the Solicitation by Addenda**

The District reserves the right to make changes to the RFQ by written addendum, which shall be issued via email to all prospective Proposers known to the District to have received the RFQ. Any addenda shall have the same binding effect as though contained in the main body of the RFQ. Oral instructions or information concerning the scope of work of the project given out by District managers, employees, or agents to the prospective Proposers shall not bind the District.

Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued. The Proposer shall acknowledge receipt of all Addenda in the certification form to be attached to the SOQ.

## **2.7 – Confidentiality**

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the SOQ for which Proposer requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the SOQ the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of the SOQ. To facilitate public inspection of non-confidential portions of the SOQ, all confidential material shall be clearly marked and the word “Confidential” shall be stamped in red on the pages that apply. Proposer should not mark the entire proposal document “Confidential.”

## **2.8 – Cancellation**

The District reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the District’s best interest. In no event shall the District have any liability for the cancellation of award.

## **2.9 – Late Submittals**

All SOQs that are not received by the deadline stated in the RFQ schedule will be considered late. Delays due to mail, email, file transfers, and document delivery, including, but not limited to delays within District’s communication systems, do not excuse the Proposer’s responsibility for submitting the SOQ by the stated deadline.

## **2.10 – Disputes**

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFQ, the decision of the District shall be final and binding upon all parties.

## **2.11 – Proposer’s Representations**

Proposers, by the act of submitting their SOQ, represent that:

- a. They have read and understand this Request for Qualifications and their Statement of Qualifications is made in accordance therewith;
- b. They have familiarized themselves with the local conditions under which the work will be performed; and
- c. Their SOQ is based upon the requirements described in this RFQ without exception unless exceptions are clearly stated in their SOQ.

### **2.12 – Proposer Requests for Information and Interpretation of RFQ Documents**

Requests for information regarding District services, programs, or personnel, clarification or interpretation of the RFQ, or any other questions shall be submitted in writing via email directly to the Project Advisor at the address listed in Section 2.2 of this RFQ. Answers shall be provided to all Proposers of record on the date that answers are available.

The District shall make any interpretations, corrections, or changes of the RFQ in writing by published Addenda. Interpretations, corrections, or changes of the RFQ made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

In the event of a difference of opinion between the District and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the District shall be final and binding upon all parties.

### **2.13 – Complaints and Inequities**

Any complaints or perceived inequities related to this RFQ or award of work referenced herein shall be in writing and directed to the Project Advisor at the address located in Section 2.2 of this RFQ. Such submittals will be reviewed upon receipt and will be answered in writing.

### **2.14 – Cost of RFQ and Associated Responses**

The District is not liable for any costs incurred by a Proposer in the preparation and/or presentation of a SOQ. The District is not liable for any cost incurred by a Proposer in protesting the District's selection decision.

### **2.15 – District Requests for Clarification, Additional Research & Revisions**

The District reserves the right to obtain clarification of any point in a SOQ or to obtain additional information necessary to properly evaluate a particular SOQ. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is non-responsive and consequent rejection of the SOQ.

The District may obtain information from any legal source for clarification of any SOQ or for information on any Proposer. The District need not to inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The District may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity, and related history, and contacting references. All such documents, if requested by the District, become part of the public records, and may be disclosed accordingly.

The District reserves the right to request revisions or clarifications of SOQs after their submission and before a final award.

### **2.16 – Rejection of Statements of Qualification**

The District reserves the right to reject any or all SOQs received as a result of this RFQ. SOQs may be rejected for one or more of the following reasons, including but not limited to:

- a. Failure of the Proposer to adhere to one or more of the provisions established in the RFQ.
- b. Failure of the Proposer to submit a SOQ in the format specified herein.
- c. Failure of the Proposer to submit a SOQ within the time requirements established herein.
- d. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the solicitation and contracting process.

The District may reject any SOQ not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all SOQs if the District determines that it is in the public interest to do so.

### **2.17 – Modification or Withdrawal of SOQ by Proposer**

A SOQ may not be modified, withdrawn, or canceled by the Proposer for sixty calendar days following the time and date designated for the receipt of Proposals. SOQs submitted early may be modified or withdrawn only by notice to the District, at the SOQ submittal location, prior to the due date. Such notice shall be in writing over the signature of the Proposer and submitted to the Project Manager. All such communication shall be so worded as not to reveal any material contents of the original SOQ.

Withdrawn SOQs may be resubmitted up to the due date provided that they are then fully in conformance with the RFQ.

### **2.18 – SOQ Ownership**

All SOQs submitted become and remain the property of the District and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

Unless certain pages or specific information are specifically marked “proprietary” and qualify as such within the context of the regulations stated in the preceding paragraph, the District shall make available to any person requesting information through the District processes for disclosure of public records, any and all information submitted as a result of this RFQ without obtaining permission from any Proposer to do so after a Notice of Intent to Award has been released.

### **2.19 – Intergovernmental Cooperative Agreement**

SOQs submitted in response to this solicitation may also be considered by the District for award of other future related work including but not limited to water supply planning, financial planning, and pre-design or design of water system improvements. Any Proposer, by written notification included with their SOQ, may decline to extend the terms of this solicitation to any and/or all future projects.

### **2.20 – Affirmative Action / Nondiscrimination**

By submitting a SOQ, the Proposer 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 submitting a

SOQ, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

### **2.21 – Pre-Qualification Meeting / Meeting with District Staff**

There will be no pre-qualification meeting for this RFQ. Each proposer may request one (1) meeting with District representatives to be conducted as a virtual meeting. The meeting shall be scheduled through the Project Advisor and must occur no later than seven (7) calendar days prior to the SOQ due date. Time allotted for this meeting is one (1.0) hour for each consultant team. All other contact with the District’s Project Advisor is limited to project specific questions via email. There will be no facility tours or on-site meetings conducted during the RFQ process.

### **2.22 – Potential Impacts of COVID-19**

On March 8, 2020 Oregon Governor Kate Brown declared a state of emergency in Oregon due to the public health threat posed by the highly infectious novel coronavirus (COVID-19). Since then, COVID-19 has been declared a global pandemic and various protective measures have been imposed at federal, state, and local levels to help limit the transmission of COVID-19.

This situation is unprecedented in both scope and magnitude, with resulting actions and recommendations changing frequently. These conditions may result in significant impacts to the schedule and budget needed to complete this project. Proposers are encouraged to coordinate with the District, state, and local authorities as needed to identify anticipated adjustments to the project scope of work, schedule, and budget as needed to respond to the evolving conditions associated with the current pandemic.

## **Section 3 – Requested Services**

### **3.1 – Proposer Qualifications and Requirements**

The District is seeking to obtain services from qualified Proposers, with demonstrated success in preparing master plans for public water systems, planning of water system improvement projects and related services. Preference will be given to firms with experience in preparing water system master plans for small, rural communities.

The Proposer shall have a proven history of providing high-quality of services, meeting project goals and objectives, producing high quality work products, and adhering to project schedules and budgets. The District will verify this requirement by communication with the Proposer’s clients and references. The Proposer’s project team shall be available for the duration of the project. Upon execution of the Professional Services Agreement, key personnel and subconsultants assigned to the project cannot be changed without written approval of the District. Proposers shall have all required licenses and certifications required to perform the work. The selected Proposer, at Proposer's sole costs and expense for the full term of the Agreement or any extension thereof, shall obtain and maintain insurance coverage as established in the final professional services agreement.

### **3.2 – Water Master Plan Project Objectives**

The District’s final water system master plan is intended to comply with applicable requirements established in Oregon Administrative Rules (ref: OAR 333-061-0060(5)). The District’s specific objectives of the Master Plan project include:

1. Identify current and future water demands and water supply requirements of the District for at least a 20-year planning period.
2. Identify level of service goals for the District, including expectations for fire flows, system reliability, and resiliency.
3. Prepare system mapping and conduct condition assessment of representative existing assets, as needed, to aid in the master planning and supply planning work.
4. Identify system deficiencies and improvements needed to achieve the District’s level of service goals, to correct system deficiencies, and meet projected future water demands.
5. Identify improvements needed to integrate the preferred regional water supply alternative, which is being evaluated as a separate project, to supply the District’s system.
6. Identify and prioritize recommended capital improvement projects, including the recommended scope, schedule, and budget for recommended projects.
7. Identify alternatives to fund the recommended water system improvements.

Public information and outreach related to this project will be the responsibility of the District.

A final Scope of Work for this project will be prepared after District selection of a consultant.

### **3.3 – Relationship to Regional Water Supply Planning Effort**

The District has established a partnership with three other rural water providers in the Tillamook region to evaluate the technical and economic feasibility of developing an alternative water supply to serve the District and its Partners.

The Partner Agencies participating in the Regional Water Supply Planning effort include:

- Long Prairie Water District (the managing agency for the project)
- Pleasant Valley Water Company
- The Port of Tillamook Bay
- South Prairie Water Association

The Regional Water Supply Planning effort includes the following four separate projects:

1. Long Prairie Water District Water System Master Plan – this project.
2. Pleasant Valley Water Company Water System Master Plan – preparation of a water system master plan specific to the Pleasant Valley Water Company.
3. Port of Tillamook Bay Groundwater Feasibility Study – evaluation of the feasibility of developing POTB’s existing groundwater water rights, including identification of the available quantity, water quality, contamination risks, proposed well siting, and capital cost of system improvements.
4. Regional Water Supply Study – This study will draw upon the LPWD and PVWC master plans and the POTB groundwater feasibility study to evaluate the technical and economic feasibility of water supply alternatives to meet the long-term water demands of the Partner Agencies. This project will include development and evaluation of water supply



alternatives, identification of a preferred alternative, and preparation of an implementation plan, with funding strategies and anticipated water rates, for the preferred alternative.

Procurement of professional services for the Regional Water Supply Planning projects will be by separate solicitations. The District’s Master Plan consultant shall anticipate the need to coordinate with these projects and incorporate recommendations of the Regional Water Supply Study into the District’s final Water System Master Plan.

## **Section 4 - SOQ Requirements**

### **4.2 – Submittal of Statements of Qualification**

Each SOQ shall be submitted electronically as a single PDF file by no later than 3:00 p.m. PST, May 7, 2022. SOQs shall be submitted via email to Mark Knudson, Project Advisor, at [mknudson@sdao.com](mailto:mknudson@sdao.com). The subject line of the email must identify the Project: “LPWD – Water System Master Plan” along with the name of the Proposer. Proposers intending to submit a SOQ file larger than 10 MB must contact the Project Advisor for additional instructions. Faxed or hard-copy responses will not be accepted. Responses received after the designated closing date and time will not be considered. It shall be the Proposer’s responsibility to confirm receipt of their Proposal by the Project Advisor.

### **4.3 –Statement of Qualification Requirements**

#### **4.3.1 – SOQ Format Requirements.**

- a. SOQs should be prepared simply and economically. Emphasis should be on completeness, efficiency, and clarity of content. Brevity is encouraged.
- b. SOQs must be submitted assuming they will be printed on letter-sized (8.5” x 11”) paper, with margins of at least ½” on all sides. Font size can be no smaller than 11.
- c. The maximum total number of pages in the proposal shall not exceed twelve (12) pages if printed single-sided. Pages that are formatted for 11x17 inch paper, such as oversized illustrations and maps, will count as 2 pages. Unless otherwise specified herein, allocation of the number of pages within the Sections of the SOQ shall be at the Proposer’s discretion.
- d. Tabs and/or dividers which include only the Section name shall not count against total page limitation.
- e. Proposers must include a maximum two-page Introductory Letter, which will not count against the total page limitation.
- f. Proposed exceptions to the District’s professional services agreement shall be submitted with the SOQ and will not count against the total page limitation.
- g. Proposer Certifications and Representations shall be submitted with the SOQ and will not count against the total page limitation.
- h. Resumes, if provided, shall be included in an appendix to the SOQ and will not count against the total page limitation. In general, resumes should not exceed two pages per team member.

4.3.2 – SOQ Content Requirements. SOQs shall include the following elements. SOQs that fail to meet these requirements may be deemed non-responsive.

1. Introductory Letter. This letter should:
  - a. Be addressed to Rick Stelzig, Project Manager, Long Prairie Water District, and shall be signed by an officer of the firm authorized to bind the firm to all statements made in the SOQ. Provide contact information, including telephone number(s), e-mail address(es), and physical address(es) to which correspondence should be addressed.
  - b. Acknowledge the Proposer accepts all terms and conditions contained in the RFQ and supporting documents or specifically identifies any and all exceptions.
  - c. Name the person(s) authorized to represent the Proposer in any negotiations and the name of the person(s) authorized to sign any contract that may result.
  - d. Confirm applicable licensure, including applicable subconsultants, to practice engineering in the State of Oregon.
2. Qualifications of Firm & Reference Projects. This section will provide a basis for determining the capabilities and resources of the Proposer's firm to achieve the objectives of this project. The Proposer should provide:
  - a. Your firm's areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the firm. Provide the same information for any subconsultants to be utilized on the project.
  - b. Lines of authority and responsibility, your firm's approach managing projects to achieve intended goals and processes to identify and respond to problems and changes in scope, schedule, or budget. Describe the processes and tools to be used to manage the quality of deliverables and work products that are consistent with professional standards and achieve the project objectives.
  - c. Overview of capabilities related to:
    - Water resource planning,
    - Water system master planning, including system planning, project planning, and preparation of capital improvement programs,
    - Construction cost estimating,
    - Economic evaluation of water system improvements,
    - Preparation and prioritization of and
    - Planning and design of water system improvements.
  - d. Reference projects, including a minimum of three (3) projects that are similar in scope, scale, and complexity to the proposed project. Reference projects must include water system master plans and should be for small rural communities in the Pacific Northwest. For each project include the project name, project description, project duration, start and end date, and the contract value. List any individuals in the proposed Project Team who participated in each reference project. Include the name, address and phone number of a person who can be contacted regarding your performance for the referenced projects.
3. Qualifications of Project Team. Identify Principal, Project Manager, and other key staff, and extent of their involvement if selected for this project, including key staff from subconsultants. The following should be included in this section:

- a. Team members' individual roles, responsibilities, credentials, and related experience that will allow the District to evaluate the qualifications of the individuals proposed for the project. Describe team members' qualifications and experience on similar projects are related to this project.
  - b. An organizational chart under which the Proposer will provide the requested services to the District, if selected.
  - c. Individual team members' availability as a percentage of time that can be dedicated to the project.
  - d. Resumes of key team members shall be included as an appendix to the SOQ and shall generally be limited to two pages per team member.
4. Project Understanding. This section should provide clear and concise understanding of the District's goals for this project.
  5. Preliminary Project Approach. The Proposer should provide high-level summary of the anticipated approach to the project, including:
    - a. Anticipated phases of work and tasks required.
    - b. Team members who will work on each task.
    - c. Anticipated work products and deliverables that may result from each task or activity.
    - d. Anticipated challenges and limitations to completing the project and the approach to addressing such concerns.
    - e. Anticipated approach to coordination of this project with the other Regional Water Supply Planning projects.
  6. Proposed Modifications to the District's Proposed Professional Services Agreement. The District's proposed Professional Services Agreement is included as Attachment A to this SOQ. Proposer shall review the proposed agreement and shall identify any requested modifications for consideration by the District if the Proposer's firm is selected. The District may elect to negotiate modifications to the proposed agreement at the sole discretion of the District. Requested Modifications to the District's Proposed Professional Services Agreement will not count against the total page limitation.
  7. Proposer Certifications and Representations. Complete and submit Attachment B, which will not count against the total page limitation.
  8. Appendices. Submit additional information pertinent to this solicitation, which will not count against the total page limitation.

## **Section 5 - Evaluation and Selection**

### **5.1 – General Information**

Each SOQ will be judged on its completeness and quality of content based on evaluation criteria identified below. Upon completion of the evaluation process, the District intends to negotiate a final scope of work, fee, and contract with the Proposer whose SOQ is deemed to be most advantageous to the District. The District reserves the right to contact references as part of the decision-making process and prior to making a final selection.

**5.2 – Consultant Selection Committee**

The Consultant Selection Committee may be comprised of representatives of the District and Partner Agencies. The role of the Selection Committee is to evaluate the SOQs submitted and make a recommendation of award. The District may also seek independent expert advice to help review the SOQs.

**5.3 – SOQ Evaluation**

The criteria listed below will be used to evaluate SOQs.

SOQ Content	Maximum Score
Introductory Letter	0
Qualifications of Firm & References	30
Qualifications of Project Team	40
Project Understanding	10
Preliminary Project Approach	20
Requested Modifications to Agreement	0
Certifications and Representations	0
Appendix	0
<b>Total Maximum Score</b>	<b>100</b>

**5.4 – Optional Interviews**

The District anticipates making an award based on the SOQs, without interviews. However, at the District’s option, interviews may be conducted with one or more of the Proposers after SOQs have been evaluated. If required, interviews will be scheduled and arranged by the District. If required, interviews will be scored, and interview scores added to the SOQ evaluation scores.

**5.5 – Selection and Award**

The District will enter into negotiations with the highest ranked Proposer. The highest ranked Proposer shall provide the District with a proposal consisting of a Scope of Work, Project Schedule, and Fee, including an allocation by task for personnel costs for each team member and expenses, within 10 business days following notification by the District. Failure to provide a complete proposal within 10 business days may result in rejection of the proposal. If a contract with the highest ranked Proposer cannot be reached, the District reserves the right to request a proposal and commence negotiations with the second highest ranked Proposer. The District reserves the right to negotiate individually with one or more firms, to negotiate a contract using best and final offers, and to select one or more firms if determined to be in the best interest of the District.

**Section 6 - Contract Requirements**

**6.1 – Contract Award**

The award of a contract is accomplished by executing a written agreement that incorporates the entire RFQ, Proposer’s SOQ and Proposal, and clarifications, addenda, and additions. All such materials constitute the contract documents. The contract shall be substantially in the form of the District’s proposed Professional Services Agreement in Attachment A.

Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of Local and/or Private Funds. As a result, the contract includes certain mandatory requirements that apply to this work and all subcontracts.

The Proposer agrees to accept the contract terms of the attached Professional Services Agreement unless substantive changes are made without the approval of the Proposer. Proposer's requested modifications to the District's Professional Services Agreement shall be identified per Section 4.3.2 of this RFP. Negotiation of modifications to the proposed agreement is at the sole discretion of the District.

#### **6.2 – Contract Administrator**

The Contract Administrator for the Water System Master Plan shall be the District's Project Manager listed in Section 2.2 of this RFP.

**Attachment A**  
**District's Proposed Professional Services Agreement**

**LONG PRAIRIE WATER DISTRICT**

**WATER SYSTEM MASTER PLAN**

**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective on the date of the Agreement's execution by and between Long Prairie Water District, a domestic water supply district organized under ORS Chapter 264 ("District") (hereafter referred to as "Owner") and \_\_\_\_\_. ("Consultant"). All of the above may also be referred to as "Party" or "Parties."

**RECITALS**

Owner requires the services of a professional services entity with the particular training, ability, knowledge and experience possessed by Consultant for providing water system master planning services as set forth as Exhibit A, attached hereto and incorporated by reference.

The Parties agree that Consultant shall provide Owner with such services subject to certain conditions.

The Parties agree to set forth the terms and conditions of their agreement in this Professional Services Agreement.

**AGREEMENT**

**1. SCOPE OF WORK AND PERFORMANCE.** Consultant shall perform the required professional services work herein as outlined in the attached Exhibit A – Proposal (Work), the terms of which are incorporated by reference as though fully set forth, including providing such advice, recommendations and information as requested by the Owner. The standard of care applicable to Consultant's services shall be the degree of skill and diligence normally employed by Consultants performing the same or similar services for the authorized work at the time the services are performed. Consultant shall re-perform any services not meeting this standard without additional compensation.

**2. QUALIFICATIONS.** Consultant acknowledges and agrees that Owner selected Consultant because of the qualifications of Consultant's Key Personnel. All services shall be performed by the Key Personnel or by qualified personnel under the supervision of Key Personnel holding professional licenses or otherwise qualified by the State of Oregon to perform said services as designated in Exhibit A. Consultant may not change Key Personnel staff set forth in Exhibit A without Owner's consent. Owner reserves the right to reject replacement personnel or to require replacement of personnel.

## Professionals Services Agreement

Long Prairie Water District Water System Master Plan RFQ

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**3. EFFECTIVE DATE AND DURATION OF AGREEMENT.** This Agreement shall become effective on the date of the Agreement's execution by Owner. Unless earlier terminated, this Agreement shall remain in full force and effect **until \_\_\_\_\_** or Project completion, whichever shall first occur, on which date it shall expire, unless extended for an additional period of time by mutual written consent of the parties. Expiration of this Agreement shall not extinguish or prejudice Owner's rights to enforce this Agreement with respect to breach for default or defective performance of this Agreement. Time is of the essence. All services set forth on Exhibit A shall be completed by the dates set forth under Schedule.

**4. COMPENSATION.** Owner agrees to pay Consultant's fee relating to Consultant's performance under this Agreement, as set forth in Exhibit A attached hereto and incorporated by reference. Compensation under this Agreement shall not exceed **(\$\_\_\_\_\_)**, including all expenses, without written consent of Owner. Consultant shall present District with one invoice monthly describing all work performed with particularity, the person(s) who performed the work and explaining any claimed expenses.

4.1 Original invoices for payments shall be submitted as follows:

Rick Stelzig, Project Manager  
Long Prairie Water District  
PO Box 331  
Tillamook, Or 97141

4.2 Net Payment of undisputed invoices is due and payable Net Thirty (30) days of Owner's receipt of a complete and accurate invoice, notwithstanding anything that may be printed on such invoice. If Owner disputes all or any part of any invoice, Owner reserves the right to request a replacement invoice stating only the undisputed amount, and to promptly pay any undisputed amount and to withhold payment of any disputed amount, without waiving any of its claims or defenses to payment of the disputed amount. If Consultant issues a replacement invoice for any undisputed amount, the Parties agree that submission by Consultant of a replacement invoice does not constitute a waiver of Consultant's rights with regard to the disputed amount.

**5. CHANGES.** Neither this Agreement, including any of the agreement documents shall be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written instrument, executed by all Parties. No changes to the Agreement will be effective until approved in writing by Owner.



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**6. OWNER FURNISHED DATA.** Owner shall provide to Consultant data in their possession required for performance of the Work. However, nothing herein shall relieve Consultant from making such independent review and verification of information provided as necessary to meet Consultant's standard of care as set forth in Article 1.

**7. INDEPENDENT CONTRACTOR STATUS.** Consultant shall be free from direction and control over the means and manner of providing the labor or service, subject only to the specifications of the desired results. Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. Consultant shall furnish the tools or equipment necessary for the contracted services. Consultant certifies that Consultant is an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Agreement. Consultant is not entitled to indemnification by the Owners or the provision of a defense by the Owner under the terms of ORS 30.285 and waives any claim therefore.

**8. SUCCESSORS, ASSIGNS AND SUBCONTRACTORS.** Consultant shall not assign, or transfer its interest or obligation in this Agreement without the written consent of the Owner. Consultant must seek and obtain the Owner's written consent before subcontracting any part of the work required under this Agreement. Any attempted assignment, transfer, or subcontract for this work shall be void.

**9. THIRD-PARTY BENEFICIARIES.** Owner and Consultant are the only Parties to this Agreement and are the only Parties entitled to enforce its terms.

## **10. COMPLIANCE WITH APPLICABLE LAW.**

### **10.1 General**

Consultant shall keep itself fully informed of and shall fully comply with all federal, state, regional, and local laws, rules, regulations, ordinances, and orders pertaining in any manner to this Contract and the rules, regulations and orders of any agency or authority having jurisdiction over the work under this Contract or persons employed or engaged therein. Consultant shall pay all taxes, including federal, state, regional, county, and city taxes, and taxes of any other governmental entity, applicable to the services performed or materials provided under this Contract. All permits, licenses, and fees necessary for prosecution and completion of the Work shall be secured and paid for by Consultant, unless otherwise specified by Owner.

The following paragraphs include, without limitation, the standard contract clauses that are required in every public contract in accordance with the Oregon Revised Statutes Chapter 279B and the provisions of ORS 279B.220, 279B.225, 279B.230 and 279B.235 are incorporated by reference as though fully set forth.

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As such, these paragraphs are applicable, to the extent they apply, to this Contract. This Contract shall include by reference any other standard contract clauses required by federal, state, and local laws, ordinances, and regulations.

### **10.2 Prompt Payment**

Consultant shall promptly pay as due all of its obligations arising out of or in connection with the Work, including, but not limited to, payments (1) to all persons supplying to Consultant labor, equipment, services, or materials for the performance of the Work; (2) of all contributions or amounts due the Industrial Accident Fund from Consultant or any subcontractor incurred in the performance of the Work; and (3) to the Department of Revenue of all sums withheld from employees under ORS 316.167.

### **10.3 Hours of Labor**

Consultant shall pay employees at least time and a half pay for all overtime in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

### **10.4 Workers' Compensation**

All employers, including Consultant, that employ subject workers who work under this Contract in the state of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Consultant shall ensure that each of its subcontractors complies with these requirements.

### **10.5 Prompt Payment for Medical Services**

Consultant shall promptly make payment, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

### **10.6 Compliance with Laws/Tax Laws**

10.6.1 Consultant shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, orders, and rulings including, without limitation, those governing labor, materials, equipment, construction procedures, safety, health, sanitation, and the environment. Consultant agrees to indemnify, hold harmless,

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reimburse, and defend Owner from and against any penalties or liabilities arising out of violations of such obligations by Consultant or its subcontractors or suppliers at any tier.

10.6.2 Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (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; (iv) 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) ORD 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 the Contract and required by law to be so incorporated. Owner's performance under the Contract is conditioned upon Consultant compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

### **10.7 Recycled Materials**

Consultant, in performance of the work under this Contract, shall use recycled paper as defined in ORS 279A.010 (1) (ee), recycled PETE products as defined in ORS 279A.010 (1) (ff), and other recycled plastic resin products to the maximum extent economically feasible.

### **10.8 Liens**

Consultant shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or materials furnished.

### **10.9 Requirements for Projects Funded by Safe Drinking Water Financing**

Consultant acknowledges this project is funded, in part, by federal funds made available through the Safe Drinking Water Revolving Loan Fund through Business Oregon, and the following requirements apply to this Contract.

#### **10.9.1. Duns Number and SAM Registration**

All entities that enter into contracts with a Safe Drinking Water Revolving Loan Fund

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recipient (i.e., contractors) must have both a DUNS number and be a SAM Registration. The links below can be provided to contractors if they have not already addressed this requirement.

<b>SAM Registration:</b> <a href="https://www.sam.gov/SAM/">https://www.sam.gov/SAM/</a>  NOTE: The SAM registration expires annually and must be kept active until the SDWRLF project is closed	<b>DUNS Number</b> <a href="http://www.dnb.com/get-a-duns-number.html">http://www.dnb.com/get-a-duns-number.html</a>
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### 10.9.2. Source of Funds

Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of Local and/or Private Funds.

### 10.9.3. Whistleblower (language to be included in all contracts and subcontracts)

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

### 10.9.4. Non Discrimination

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

### 10.9.5. Termination for Cause and for Convenience & Breach of Contract

Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

### 10.9.6. Intellectual Property (language to be included in all contracts)

Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A.

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regarding any intellectual property developed by third parties as subcontractors to perform this project, or developed under contract with the Contractor specifically to enable Contractor's obligations related to this project.

**10.9.7. Inspections; Information** (language to be included in all contracts and subcontracts)

Contractor shall permit, and cause its subcontractors to allow Long Prairie Water District, the State of Oregon, the federal government and any party designated by them to:

- (1) Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- (2) Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.

### **10.9.8. American Iron Steel**

[language to be included in all contracts and subcontracts for engineering design work when subsequent construction work is also funded with Safe Drinking Water financing (i.e. design/construction projects)].

The Contractor acknowledges to and for the benefit of the Long Prairie Water District ("Water System") and the State of Oregon (the "State") that subsequent construction activities funded under this agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement"). The Contractor hereby represents and warrants to and for the benefit of the Water System and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, and (b) all engineering design, plans and specifications, and cost estimates shall facilitate compliance with the American Iron and Steel Requirement. While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

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**10.9.9. Prohibition on the Use of Federal Funds for Lobbying** (Certification Regarding Lobbying form follows, for any contracts in excess of \$100,000)

**CERTIFICATION REGARDING LOBBYING**

(Awards to Contractors and Subcontractors in excess of \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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**11. INSURANCE.** Consultant shall provide to the Owner certificates of insurance prior to beginning any work under the Agreement documents and shall maintain in full force and effect for the term of this Agreement, at Consultant's expense; comprehensive general liability insurance, automobile liability insurance and professional liability insurance covering bodily injury, including death, and property damage.

**11.1 General Liability and Auto Insurance.** Consultant agrees to maintain commercial automobile insurance for any, owned, non-owned or hired vehicles, as applicable for the protection of the Consultant and the Owner, its governing body, members, officers, agents and employees arising out of Consultant's negligence. Commercial automobile liability insurance shall be maintained in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit.

Comprehensive General Liability Insurance coverage limits shall be set at not less than Two Million Dollars (\$2,000,000) applicable to bodily injury, sickness, or death for any one occurrence, and Two Million Dollars (\$2,000,000) for loss of or damage to property for any one occurrence; or a general aggregate of Two Million Dollars (\$2,000,000). Consultant agrees to maintain umbrella/excess liability insurance for comprehensive general liability and automobile liability in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate. *Consultant shall name Lake Grove Water District, its governing body, members, officers, agents and employees as additional named insureds on the automobile and general liability policies of insurance for Consultant's negligent acts.* The policy shall be issued by a company authorized to do business in the State of Oregon and shall protect Consultant against liability for contractual liability. Consultant shall provide District a copy of an endorsement of the policy(s) that demonstrates compliance with this Section 11.

**11.2 Professional Liability Insurance.** In addition to other insurance requirements stated above, and if this insurance is applicable, Consultant shall also provide Owner evidence of professional liability insurance for its errors and omissions in the amount of not less than \$2,000,000 per claim and \$2,000,000 in the aggregate. Consultant shall keep in force and effect the professional liability policy for at least two years after the expiration of the contract with Owner. In any case, Consultant shall notify Owner in the event of a cancellation or reduction in limits. Unless such cancellation or reduction is immediately cured by Consultant, such cancellation or reduction constitutes a breach of this Contract.

**11.3** The Owner prefers all insurance coverage to be written on an "occurrence" basis. But if any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at expiration of this contract and completion of all work for a duration of 24 months. Consultant shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Agreement expiration. Continuous "claims made" coverage will be acceptable in lieu of "tail"

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coverage provided its retroactive date is on or before the effective date of the Agreement. If Continuous "claims made" coverage is used, Consultant shall be required to keep the coverage in effect for a duration of not less than 24 months from the expiration date of the Agreement. This will be a condition of the final acceptance of work or services.

**11.4** The Consultant is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Ch. 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Consultant has the assistance of other persons in the performance of this Agreement, the Consultant agrees to qualify and remain qualified for the term of this Agreement as an insured employer under ORS 656.407. Consultant shall maintain employers' liability insurance with limits of \$100,000 for each accident, \$100,000 for illness coverage for each employee, and a \$500,000 policy limit.

**12. INDEMNIFICATION.** Consultant shall indemnify, defend, save and hold harmless the Owner, its governing body, members, officers, agents and employees against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, and against all claims, actions or judgments based upon or arising out of damage, injury or death to persons or property caused by any negligent act or omission by the Consultant. Consultant shall obtain similar indemnification for anyone acting on Consultant's behalf in connection with, or incidental to, this Agreement for the work to be performed hereunder for that person or entity's negligence. Provided, however, that nothing herewith shall be construed to require indemnification of the Owner and attributable to its own negligence. In addition, Consultant expressly agrees to defend, indemnify and hold the Owner, its governing body, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to Owner by Consultant may be the subject of protection under any state or federal intellectual property law or doctrine, or the Owner's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

**13. CONFIDENTIALITY.** No reports, information and data given to or prepared or assembled by Consultant under the Agreement documents shall be made available to any individual or organization by Consultant without the prior written approval of Owner. Upon Owner's request, Consultant shall agree to and sign a Confidentiality Agreement and shall have all subcontractors agree to and sign a Confidentiality Agreement for documents containing Owners' infrastructure information.

**14. RECORD KEEPING.** Consultant shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles for a minimum of ten (10) years, except as required longer by law.



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**15. ACCESS TO RECORDS.** Consultant agrees that Owner and its authorized representatives shall have access to all books, documents, papers and records of the Consultant which are directly related to the Agreement for the purpose of making any audit, examination, copies, excerpts and transcripts.

**16. FOREIGN CONTRACTOR.** If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Oregon Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Agreement.

**17. GOVERNING LAW; JURISDICTION; VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any Jurisdiction's conflict of laws, rules or doctrines. The venue shall lie in the Circuit Court of the State of Oregon for the County of Tillamook. If action in federal court is commenced, the Parties agree that venue shall be in the United States District Court in Portland, Oregon.

**18. OWNERSHIP OF WORK PRODUCT; LICENSE.** All work products of Consultant that result from this Agreement ("the work products") are the exclusive property of Owner. If any of the work products contain intellectual property of Consultant that is or could be protected by federal copyright, patent or trademark laws or state trade secret laws, Consultant hereby grants to Owner perpetual, royalty-free fully paid, non-exclusive and irrevocable licenses to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans, or information provided or delivered to Owner or produced by Consultant under this Agreement. The parties expressly agree that all works produced pursuant to this Agreement are works specifically commissioned by Owner and that Consultant shall obtain written permission from Owner before publishing, displaying or using any work or work products resulting from this Agreement.

18.1 All original written material and other documentation, including background data documentation, and staff work that is preliminary to final reports, originated and prepared for Owner under the agreement documents, shall be the exclusive property of Owner. Consultant will not use any written or other materials developed for Owner under the Agreement documents in developing materials for others, except as may be specifically provided in writing to the contrary.

18.2 This Agreement shall not preclude Consultant from independently developing materials which may be similar to materials developed pursuant to the Agreement documents.

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**19. ERRORS.** Consultant shall perform such additional work as may be necessary to correct errors in the Work required under this Agreement without undue delays and without additional cost.

**20. SUSPENSION, DELAY OR INTERRUPTION OF WORK.** Owner may suspend, delay, or interrupt all or part of the work being performed by Consultant for Owner's convenience. In the event of suspension, delay or interruption of work, Owner shall compensate Consultant per the agreed upon compensation rates in the work for work satisfactorily performed to the date of suspension, delay or interruption of Work.

**21. TERMINATION.** This Agreement may be terminated at any time by mutual consent of both parties, or by Owner upon thirty (30) days written notice, or upon 10 days written notice for breach of this Agreement. Notice shall be delivered by certified mail or by facsimile as outlined in Section 30, below.

### **21.1 Termination for Cause**

If Consultant materially breaches this Agreement, Owner will notify Consultant in writing and allow Consultant to cure any breach or to submit a plan to cure such breach within ten (10) days of such written notice. If Consultant's breach remains uncured ten (10) days following written notice of said breach by Owner, or Owner has not accepted Consultant's proposed plan to cure the breach within a reasonable time, Consultant may immediately terminate this Agreement upon written notice specifying the effective date thereof; provided, however, Consultant may in its discretion and for good cause, allow Consultant to cure any breach or submit an acceptable plan to cure such breach within ten (10) days of such written notice.

### **21.2 Termination for Convenience**

Owner may terminate this Agreement at any time upon thirty (30) days' notice specifying the date thereof, if Owner determines that such termination is in Owner's best interest, provided Consultant shall be compensated in accordance with Section 21.3 this Agreement.

### **21.3 Effect of Termination**

**21.3.1 Termination Costs.** After receipt of written notification that this Agreement has been terminated under this section, Consultant shall incur no further costs other than reasonable termination costs associated with current activities. In the event of termination under paragraph 21, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the work or services multiplied by the percentage of work

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or services completed and accepted by Owner less previous amounts paid and any claim or claims which the Owner has against Consultant. If previous amounts paid to consultant exceed the amount due to Consultant, Consultant shall pay any excess to Owner upon demand.

21.3.2 Ownership of Work Product. In the event of termination, all finished and unfinished deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of Owner, provided Consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination.

21.3.3 Owner's Right to Set-Off and other Remedies. Termination shall not relieve Consultant from liability to Owner for damages sustained as the result of Consultant's breach of this Agreement; and Owner may withhold funds otherwise due under this Agreement or any other Agreement Owner may have with Consultant, regardless of subject matter, in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

21.3.4 If this Agreement is terminated for cause as provided herein and it is subsequently determined that Owner's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures of this Agreement related to a termination for convenience shall apply.

**22. NON-APPROPRIATION OF FUNDS.** The continuance of this Agreement is contingent upon the appropriation of funds by the governing body of Owner to fulfill the requirements of the Agreement. If the Owner's Board of Commissioners fails to appropriate sufficient monies to provide for the continuance of the Agreement, or if such appropriation is reduced to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, the effect of such reduction would provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which the funds are not appropriated.

## **23. OWNERS AND CONSULTANT REPRESENTATIVES.**

The Owner's Representative is empowered to act for the Owners in accordance with the provisions of this Agreement, where such acts are consistent with delegated authorizations. The Owners Representative shall be responsible to coordinate with Owner's Staff as necessary during the Work. The Consultant Representative is empowered to act in accordance with the provisions of the Agreement. The Representatives are the following unless notice of change is given to all other Parties in

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writing:

Owners' Representative:

Rick Stelzig

PO Box 331

Tillamook, OR 97141

Consultant:

**24. ATTORNEY FEES.** If a suit or action is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any such amount which a court, including any appellate court, may adjudge reasonable as attorney fees.

**25. SEVERABILITY.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**26. FORCE MAJEURE.** Neither Owner nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Owner's or Consultant's reasonable control.

**27. WAIVER.** The failure of Owner to enforce any provision of this Agreement shall not constitute a waiver by Owner of that or any other provision.

**28. MERGER.** This Agreement and attached exhibits constitute the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

**29. MEDIATION.** Should any dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation. The parties shall exercise good faith efforts to select a mediator from Arbitration Services of Portland who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If party requests mediation and the other party fails to respond within 10 days, or if the parties fail to agree on a mediator within 10 days, a mediator shall be appointed by the Presiding Judge of the Tillamook County Circuit Court upon the request of either party. Mediation shall be

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concluded within 60 days from the date of appointment of the mediator. The party shall have any rights at law or in equity with respect to any dispute not covered by this Section.

**30. LEGAL NOTICES.** All legal notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when delivered in person, by facsimile transmission or when mailed by United States First Class mail, postage prepaid addressed to the Parties at the addresses stated below:

If to Owner:

If to Consultant:

Long Prairie Water District  
Rick Stelzig  
PO Box 331  
Tillamook, Or 97141

**31. ENTIRE AGREEMENT.** This Contract represents the entire understanding of the Owners and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

**LONG PRAIRIE WATER DISTRICT**  
**Owner**

**Consultant**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B**  
**Proposer Representations and Certifications**

**Proposal Representations**

The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Personal Services Contract, and associated inclusions and references, specifications, Proposal Form, Proposer response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the District, and all other Proposer submittals.

The undersigned hereby certifies and represents that the Proposer:

1. Has examined and is thoroughly familiar with the Request for Proposal and fully understands its intent; and
2. Has examined and is thoroughly familiar with the Personal Services Contract, agrees to accept the contract terms, and execute such contract upon award of the contract; and
3. Understands that the District reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the District; and
4. Understands that all information included in, attached to, or required by this Request for Proposal shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and 192.502.

**Receipt of Addenda**

Addenda numbers \_\_\_\_\_ have been delivered and examined.

**Certifications**

**Non-Collusion**

The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham proposal, to refrain from bidding, or manipulating or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the District. The fees and prices submitted herein have been arrived in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers of foreknowledge of the prices to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, owners, providers, representatives, employees or parties in interest, including the affiant.

Conflict of Interest

The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the District Council, officer, employee, or person, whose salary in whole or in part by the District, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

**Reciprocal Preference Law**

Residency

The undersigned Proposer certifies that their firm is a ( ) Resident Proposer ( ) Non-resident Proposer.

**Signature**

The Proposer hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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Firm Name

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Mailing Address, City, State, Zip

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Contact Name Title

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Contact Email Address Contact Telephone Number

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Signature Date