

City of Albany, Oregon

REQUEST FOR PROPOSALS (RFP)

CONSULTANT ENGINEERING SERVICES

FOR

WC-13-01

CANAL DIVERSION STRUCTURES



June 6, 2016

Public Works Engineering Director..... Jeff Blaine, P.E.
City Engineer..... Staci Belcastro, P.E.
Engineering Manager/Assistant City Engineer..... Guy Graham, P.E.
Project Manager Nolan Nelson, P.E.

For more information regarding this Request for Proposals,
contact Nolan Nelson at (541) 791-0130 or by e-mail at nolan.nelson@cityofalbany.net

PUBLIC WORKS – ENGINEERING

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CITY OF ALBANY

REQUEST FOR PROPOSALS (RFP)

WC-13-01, Canal Diversion Structures

Proposals Due no later than 3:00 p.m. on Thursday, June 30, 2016

The City of Albany (City), Oregon, is requesting proposals from qualified Consultants with established experience in the development and implementation of retaining gate and diversion structure designs. Primary components of the project include:

- Evaluate two existing weir structures;
- Evaluate a retainer gate structure;
- Provide site and structural analysis and recommendations, including alternatives for rehabilitation or replacement of structures;
- Provide design of control structures to manage and monitor flows between 5 and 150 cfs;
- Provide design of rehabilitation of retainer gate structure; and
- Apply for and obtain all necessary permits (i.e. COE/DSL, SHPO, FERC, etc.) on behalf of the City.

The project will be comprised of the following phases:

- Preliminary site evaluations and design recommendations
- Control Structures design
- Construction engineering services

The Request for Proposals (RFP) document may be examined at the office of the Public Works Director, City Hall, 333 Broadalbin Street SW, Albany, Oregon, (541) 917-7676; downloaded from the City of Albany website at <http://www.cityofalbany.net/departments/finance/city-purchasing/bids-rfps-rfqs>; or a printed set may be purchased for \$35. It is imperative those who download the RFP documents check the website regularly for addenda, clarifications, and other pertinent notifications. All who are known by the City of Albany to have an interest in this RFP will receive notification when additional items are posted. Please call (541) 917-7676 to be added to the Interested Proposer's list. For questions of clarifications regarding this RFP, contact Nolan Nelson at 541-791-0130 or by email at nolan.nelson@cityofalbany.net.

Proposals must be received in a sealed envelope, referencing WC-13-01, Canal Diversion Structures, no later than **3:00 p.m., Thursday, June 30, 2016**, at the Public Works Department (2nd floor in City Hall), City of Albany, Attention: Nolan Nelson, P.E. Civil Engineer II, 333 Broadalbin SW, Albany, OR 97321. The outside of the envelope shall plainly identify the project: "WC-13-01, Canal Diversion Structures" along with the name and address of the Proposer. Faxed or electronic (e-mail) submittals will not be accepted. Proposals received after the closing date and time will not be opened or reviewed.

Consultants responding to this RFP do so solely at their own expense, and the City is not responsible for any Consultant expenses associated with the RFP.

The City may reject any RFP not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all RFPs in whole or in part when the cancellation or rejection is in the best interest of the City and at no cost to the City.

DATED THIS 6th DAY OF JUNE 2016.

Anne Baker
Senior Accountant

PUBLISH: Daily Journal of Commerce, on Monday, June 6, 2016
Albany Democrat-Herald on Monday, June 6, 2016

SECTION 1 – INTRODUCTION & GENERAL INFORMATION

1.1 Introduction

The City of Albany (City), Oregon, is requesting proposals from consulting engineering firms (Consultants) to complete the analysis, design, and construction engineering for two diversion structures and a retainer gate structure. This project will rehabilitate an existing retainer gate and provide two new diversion control structures. The consultant will evaluate the existing retainer gate and provide the necessary design work to rehabilitate it to a usable condition. The consultant will analyze the two diversion structure locations and provide recommendations on how to modify or remove and reconstruct these structures in order to accommodate precise control of the flows between 0 to 150 cfs. Once recommendations are evaluated by City staff, the consultant will provide a final design and construction engineering services.

1.2 Schedule

<u>Project Milestones</u>	<u>Due Date</u>
Preliminary Design Recommendations	Nov. 18, 2016
Analysis of Existing Structures to be retained	Dec. 16, 2016
30% Plans and supporting documentation for permit applications for in-water work	April 26, 2017
Final plans, specifications, and estimate for bidding	Nov. 15, 2017

1.3 Consultant Selection Process

In responding to this Request for Proposals (RFP), Consultants shall indicate their general interest in the project, overall approach to the work required, and expertise and background, and shall identify the key members of the project team, including any subconsultants. In addition, Consultants are asked to provide detailed information regarding the project in order to demonstrate their specific understanding of the project and the knowledge base and experience the firm brings to properly execute the work required. This demonstration of abilities and capabilities should include a description of the intended project approach, including a project schedule.

Per ORS 279C.110, please do not submit a rate schedule or include pricing information as part of the Request for Proposals.

Based on the submitted information, a Consultant will be selected using the criteria indicated in **Section 5**, and a professional services agreement will be negotiated. For general reference and information, the City's standard agreement for professional engineering services is included in **Attachment A**. This attachment provides the basic contractual language for a professional engineering services agreement to be negotiated and finalized with the successful Consultant.

1.4 Closing Date and Submittal of Proposal

Proposals must be received in a sealed envelope referencing "WC-13-01, Canal Diversion Structures" no later than **3:00 p.m., Thursday, June 30, 2016**, at the Public Works Department (2nd floor in City Hall), City of Albany, Attention: Nolan Nelson, P.E. Civil Engineer II, 333 Broadalbin SW, Albany, OR 97321. Faxed or electronic (e-mail) submittals will not be accepted. Proposals received after the closing date and time will not be opened or reviewed.

The proposal shall list a responsible person and phone number for contact during the RFP review and evaluation period.

1.5 Proposal Acceptance

Each Proposal will be evaluated on the completeness and quality of content as described in **Section 5**. The submitted proposal should be limited to fifteen pages. Staff résumés (maximum two pages per person) will not be counted in this page limitation.

1.6 Proposer Requests Interpretation of RFP Documents

1. Proposers shall promptly notify the City of Albany of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents.
2. Proposers requiring clarification or interpretation of the Proposal Documents shall send by email a written request for same to the Project Manager, Nolan Nelson, as noted below in **1.7 Inquires** of this Request for Proposal.
3. The City of Albany shall make interpretations, corrections, or changes of the Proposal Documents in writing by published Addenda. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.
4. Should any doubt or difference of opinion arise between the City of Albany and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City of Albany shall be final and binding upon all parties.
5. To the maximum extent allowed by law, the City may waive proposal/bid irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

1.7 Inquiries

Questions arising prior to the proposal deadline shall be addressed to Nolan Nelson, Civil Engineer III, and sent by email to: nolan.nelson@cityofalbany.net. Questions must be submitted in writing no later than five (5) business days prior to submittal date. All questions and answers will be posted on the City's website in the form of an Addendum not later than Monday, June 27, 2016, by 3:00 p.m. Addenda will also be provided to all Consultants who have requested their firm be added to the City's Interested Proposer's list for this RFP.

SECTION 2 – PROJECT INTRODUCTION AND BACKGROUND

2.1 Introduction & Background

The City of Albany owns and operates the Santiam-Albany Canal and its structures. Federal Energy Regulatory Commission requirements, Oregon Fish and Wildlife requirements, Oregon Water Resources requirements, and better flow control of Lebanon's storm water flows during rain events are driving improvements on three structures within the Canal. Those three structures are the Crown Zellerbach (CZ) Gates, Mark's Slough weir structure, and the Hospital Slough weir structure.

2.2 Crown Zellerbach (CZ) Gates

The CZ Gates were originally owned by the City of Lebanon; however, since 2012 the City of Albany has operated and adjusted the gates. The CZ gates are located near 110 Industrial Way in Lebanon and were constructed some time after the 1940s by the Crown Zellerbach Corporation to control water levels in the Canal to provide for fire water storage for a neighboring facility. In 2012, the City of Lebanon constructed a new water line to provide fire protection and at that time, the existing facility was given to the City of Albany. The gates are used to raise the water surface elevation behind the structure to back up water for upstream diversion of Canal flows to Mark's Slough. The CZ Gates consist of 5-foot-wide by 7-foot-high control bays. Three of the bays contain sluice gates; however, only two of them are operational. They are operated based on a level sensor located upstream of the facility. One can be operated remotely, and the other one must be operated manually. The third bay has a manually controlled sluice gate that is inoperable, and the remaining two bays contain stop logs. The size of the gate openings enables the City to manage the Canal flows at its 310 cfs design capacity without constriction. The gates are adjusted as needed to maintain a backwater pool under various Canal flow regimes in order to divert flows to Mark's Slough. A goal of this project is to rehabilitate this structure in order to provide better control of the Canal, automate controls and connecting them to City SCADA, and reinforce the structure to extend its useful life.

2.3 Mark's Slough Weir

The Mark's Slough weir structure is owned and operated by the City of Albany, located adjacent to Had Irvine Park in Lebanon. It was constructed around 1910 by the Willamette Pulp and Paper Company on a flume connecting the Canal to Mark's Slough. The structure was intended to provide overflow from the Canal to this flume. The weir is a simple gravity structure. The structure is composed of eleven 9-foot-wide by 5-foot-high stop log overflow weirs paralleling the Canal. Flows can be controlled by manual removal or addition of stop logs. However, worker safety considerations have resulted in restrictions on staff's ability to access the weir to modify the stop logs to adjust flows. Flow measurement at the weir is difficult, and the capacity of Mark's Slough during various seasons and flow regimes has not been studied to inform future improvements or optimum operating parameters. The weir allows excess Canal flows to spill into Mark's Slough and return to the South Santiam River at river mile 16.8. Today the structure is used to control flows delivered to Mark's Slough for downstream water rights. Given the placement of the weir parallel to the run of the Canal, it does not restrict Canal flows, except that it limits the maximum water surface elevation (WSE) of the Canal in this location. During high flow conditions, the weir structure and Mark's Slough provide some level of flood relief through this reach of the Canal. Mark's Slough is considered fish habitat and flows need to be mitigated as a result. The goal of this project is provide control and measurement of the flows draining through this slough in the range of 0 to 150 cfs. The consultant will need to prepare different design options depending on if the structures can be reused. If the existing structure is used, a thorough structural analysis will be required.

2.4 Hospital Slough Weir

Hospital Slough is a drainage way near 37295 Cemetery Road, Lebanon, Oregon. There is an existing concrete weir structure with stop logs. The Hospital Slough weir is owned and operated by the City of Albany. The construction timeframe of the weir structure and Hospital Slough is estimated at between 1914 and 1936, while it was owned by the Crown-Willamette Corporation. The weir allows water to be diverted to the Hospital Slough, as required by downstream water rights, which drains to the South Santiam River at approximately river mile 15.3. The structure consists of three 8-foot-wide, stop-log weirs held by concrete piers paralleling the Canal. The weir has a 3½-foot-wide by 1-foot-high orifice. As currently configured, the weir and orifice influence the

maximum WSE of the Canal at this location. During high flow conditions, the facility provides an overflow spill to Hospital Slough, limiting the potential for flooding along downstream reaches of the Canal.

Currently the flow is regulated by changing the level of the Canal upstream of the Albany Gates and using the stop logs at a specific elevation. The goal of this project is to provide control and measurement of the flows draining through this slough in the range of 0 to 150 cfs. The consultant will need to prepare more than one design option depending on if the structure can be reused. If the existing structure is used, a thorough structural analysis will be required.

SECTION 3 – SCOPE OF WORK

3.1 Design Engineering

As noted earlier, this project is intended to meet the following objectives:

Crown Zellerbach (CZ) Gates. Rehabilitate this structure in order to provide better control of the Canal, automating controls and connecting them to City SCADA, and reinforce the structure to extend its useful life.

Mark's Slough. Provide control and measurement of the flows draining through this slough in the range of 0 to 150 cfs.

Hospital Slough. Provide control and measurement of the flows draining through this slough in the range of 0 to 150 cfs.

The Consultant needs to perform a thorough on-site review of the existing conditions. The City will provide the Consultant with any available project materials and information the Consultant suggests would be beneficial to the design of the improvements. The Consultant shall complete the project design and produce the final plans and specifications, including special provisions, no later than November 15, 2017. Final design shall be in accordance with State and City legal requirements. Services anticipated should include, but not be limited to, the following:

- Collect and review all data necessary for the design of the project. The City will provide a topographic survey of the project area.
- Coordinate and conduct meetings with City staff as needed and required.
- Coordinate work and related project issues with the City and other public agencies.
- Prepare an overall design, bid, and construction master project schedule.
- Conduct site inspections as necessary.
- Identify any needed easements or right of way (ROW) required for the project work. The City will prepare any required documents based on information provided by the Consultant.
- Design shall be in accordance with the City's *Standard Construction Specifications, Engineering Standards, City's Building Department requirements, other agency requirements, and City comments made during the review.*
- Prepare contract documents, final plans, and special provisions for the project. Construction drawings shall be prepared using the AutoCAD Civil3D 2013 computer format. The City's bid documents are half-size 11×17 inches.
- Prepare a detailed project construction cost estimate.
- Answer bidders' technical questions during bidding phase.
- Prepare any required addenda during bidding.
- The City reserves the right to initiate conferences with the Consultant to review the work in progress at any time. At a minimum, regular project meetings shall be arranged by the Consultant at all significant project milestones, such as at the beginning of the design phase, and at 30-percent, 60-percent, and 90-percent completion milestones.

The City will make available to the Consultant any and all relevant project documents as requested. At all times, the City will do its utmost to provide timely responses regarding all project issues and questions that might arise.

The City will advertise the project and distribute the bid documents.

3.2 Construction Engineering

The requirement of the Construction Engineering phase includes quality control and technical inspection, and project documentation. Construction Engineering shall include all services required for construction of improvements in accordance with the plans and specifications, including but not limited to the following:

- Attend a pre-construction meeting and follow-up meetings as necessary.
- Attend weekly project progress meetings, as necessary for coordinating overall project progress with the City.
- Coordinate with the City for required survey control and construction staking. The City will provide all construction staking through a separate consulting firm.
- Review project shop drawings and submittals.
- Provide any necessary technical construction inspection.
- Conduct all necessary quality control and quality assurance testing.
- Keep daily inspection logs.
- Resolve outstanding private utility conflicts not fully addressed during the design phase.
- Proactively address issues as they arise during construction of the improvements. Enforce and defend contract documents, construction drawings, and specifications.
- Review and respond to any design interpretation requests submitted by the contractor.
- Coordinate testing and secure permits required by building codes and the City of Lebanon Building Department.
- Assist the City in preparing any needed change orders for the project.
- Review and approve construction progress payments for the project.
- Produce computer-based AutoCAD as-built drawings and provide Mylar and digital file copies to the City. As-built drawings shall be 24x36 inch.
- Conduct final inspection and prepare a completion punch list for the bridge improvements.
- Provide detailed project notebooks summarizing design decisions, technical calculations, correspondence, manufacturers' data and related support information. Project notebooks shall be submitted in electronic, HTML format with links to major sections.

SECTION 4 - PROPOSAL INSTRUCTIONS

4.1 General Information

Each proposal will be judged on its completeness and quality of its content – refer to **Section 5**, which provides the evaluation criteria and the evaluation scoring that will be used. The City reserves the right to reject any or all proposals and is not liable for any costs the Consultant incurs while preparing or presenting the proposal. All proposals will become part of the public file, without obligation to the City. Upon the completion of the evaluations, the City intends to negotiate a contract with that Consultant whose proposal is deemed to be most advantageous to the City.

A selection review committee will be appointed to evaluate all proposals. The committee will evaluate and rank the proposals using the criteria described in **Section 5**. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process. At the City's option, if unable to make a selection after evaluating the proposals, on-site interviews may be conducted with all or a select few of the RFP Consultants.

4.2 Proposal Minimum Requirements

Each proposal must include, at a minimum, the items listed in **Section 5**, as applicable. Proposals not including this information will be considered non-responsive to this request and will not be evaluated. The proposals will be limited to fifteen single-sided pages, not including résumés, with a minimum font size of 10 point. Resumes are limited to two single-sided pages per person.

4.3 Consultant Selection – Timeline

The City anticipates the following general timeline for receiving and evaluating the proposals, selecting a Consultant, and completing contract negotiations:

- Advertise RFP Monday, June 6, 2016
- Last Date for Addenda Monday, June 27, 2016, by 3:00 p.m.
- Receive Proposals Thursday, June 30, 2016, by 3:00 p.m.
- Evaluate Proposals & Select Consultant Wednesday, July 20, 2016
- Begin Contract Negotiations Monday, August 3, 2016
- Issue Notice to Proceed Wednesday, August 17, 2016

At the City's discretion, the above timeline is subject to change. The City intends to select a Consultant that best meets City expectations for providing expert project services and to negotiate a Consultant services contract. For general reference and information, the City's standard agreement for professional engineering services is included in Attachment A. This attachment provides the basis for a professional engineering services agreement to be negotiated and finalized with the successful Consultant. Note that the City anticipates that the selection of a Consultant will be exclusively based on the proposals submitted. However, as previously indicated, in case more or direct information is needed, the City may choose to interview some or all of the Consultants.

Should contract negotiations not be successful with the selected Consultant, the City intends to negotiate with the next most qualified Consultant.

SECTION 5 – PROPOSAL EVALUATION

5.1 Evaluation Criteria

The goal of the evaluation process is to select that firm believed to best meet the City’s expectations for background, qualifications, and staff experience capable of providing the needed project services. Each proposal will be judged as to the extent that it demonstrates the Consultant’s qualifications and understanding of the services requested and required for a successful project, and the staffing proposed to meet the project goals and schedule. Evaluation factors and the maximum points to be awarded will be as follows:

<u>Criteria</u>	<u>Maximum Score</u>
• Introductory Letter or Cover Sheet*	Pass/Fail
• Project Understanding and Approach	30
• Demonstration of Previous Relevant Project Work	30
• Proposed Project Team	30
• Project Schedule	<u>10</u>
TOTAL	100

**Does not count against total number of pages.*

One sheet is considered to be one side of a single 8½ x 11-inch page. The minimum font size allowed shall be a 10-point font. Firms submitting more than the specified number of pages or using a font smaller than ten points may be considered non-responsive.

5.2 Introductory Letter

Consultant shall include an introductory letter and expression of interest in the project. Consultant should indicate a willingness to enter into a contract with the City based on the terms and conditions contained in the City’s standard contract contained in **Attachment A**. The introductory letter shall also name the person(s) authorized to represent the Consultant in any negotiations and the name of the person(s) authorized to sign any contract that may result. The letter shall be signed by an authorized representative of the Consultant.

5.3 Project Understanding and Approach

This evaluation component will allow the City to assess the Consultant’s understanding of the professional services that are requested and that need to be provided for a successful project. In that regard, does Consultant present a clear and concise understanding of the overall project and its objectives based on the available information? Consultant should list and describe the significant issues and concerns that need to be addressed. Other potential issues not previously indicated herein should be presented, along with any innovative or unique solutions. Include various general and/or specific engineering tasks the Consultant believes are important for prudent management and sequencing of the tasks required for a successful project.

5.4 Demonstration of Previous Relevant Project Work

Consultant should demonstrate completion of previous work that provides examples of relevant project experience by the proposed project team. Consultant should be prepared to demonstrate successful completion of related or similar projects. The listing and response for this item should include at least three government references (with telephone numbers) and should also address the following:

- Similar projects, by type and location, which have been performed recently that best characterize the proposed project team’s work quality and successful project results.
- Other relevant professional capabilities demonstrated on other engineering projects.
- Qualification and commitment to provide construction-related, quality-assurance/quality-control procedures.

The references presented should include those for the proposed project manager, lead design engineer, construction manager, and any other team members who will have substantial and significant project responsibilities.

5.5 Project Team

A capable, dedicated project team is crucial to any successful project. The Consultant's team needs to be identified, along with its full capabilities relevant to the project at hand. The team shall also include and clearly identify the use and specific tasks to be performed by any subconsultants. The basic question is how well the team's qualifications and experience relate to the requested services. Information to be provided includes:

- Names of team members who will be performing the work on this project, their responsibilities, and estimate of percent of total project days they will be assigned.
- Project Manager's experience with similar projects and interdisciplinary teams.
- Current assignments and location of all important team members.
- Qualifications and relevant experience of all team members for all phases of the project.
- Qualifications and relevant experience of subconsultants.
- Staffing availability to perform the work for the duration of the contract.

It is the City's expectation that the project team presented in the proposal shall be the team used once the project is initiated. If unforeseen circumstances require a deviation from the proposed project team, the City reserves the right to review the proposed replacement. The City will then either approve the change or request that a different replacement be proposed. If an agreement cannot be reached, the City reserves the right to terminate the contract.

5.6 Cost

Per ORS 279C.110, please do not submit a rate schedule or include pricing information as part of the RFP.

5.7 Project Schedule

Consultant shall prepare and present, as detailed as possible, a project schedule and phasing of the work.

5.8 Proposal and Consultant Selection Protests (*as set forth in OAR 137-048-0240*)

Any protests concerning the Proposal or the Consultant selection process must be delivered to the City of Albany (Attention: Nolan Nelson) in writing no later than seven (7) calendar days prior to the date Proposals are due or the selection announcement, respectively. The City will not consider any protests or request for changes to any provision, specification, or Contract term that is received after the submission deadline.

Protests must specify the grounds on which the protest is based. The City will review the protest, contact all parties involved, and decide on an appropriate action. The City's decision will be presented to all parties involved within 30 calendar days of receipt of the protest.

SECTION 6 - CONTRACT REQUIREMENTS

The successful Consultant will be required to enter into a professional services agreement with the City. A sample professional services agreement is shown in Attachment A. **This RFP and the consultant's final proposal will be included in and will be a part of the contract.**

Certificates of Insurance. The successful Consultant must be covered by Workers' Compensation Insurance, which will extend to and include work in Oregon. As listed in the Professional Services Agreement, see Attachment A, Article VII: Insurance, the successful Consultant must also submit documents addressing general liability insurance, automobile and collision insurance, professional liability insurance, and indicate there is no conflict of interest on the part of the Consultant's submission of a proposal for the engineering services being solicited under this RFP.

Contract Execution

Payment for any contract entered into as a result of this RFP will be made monthly upon receipt and approval of the Consultant's billing statement for work satisfactorily completed to date, as defined in the Engineering Services Agreement. The statement must include a summary of progress made through the billing date. Billings should not be submitted more frequently than once a month.

The Consultant agrees that if this proposal is accepted a Request for Taxpayer Identification Number and Certification (W-9 Form) will be completed as a condition of the City's obligation to make payment. In the event the Consultant shall fail to complete and return the W-9 Form to the City, payment to Consultant may be delayed, or the City may, in its discretion, terminate the Contract.

ACH Direct Payment Authorization

The City prefers to pay Contractor invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, Contractors must complete the City's ACH Vendor Direct Payment Authorization Form. This form is available on the City website at <http://www.cityofalbany.net/departments/finance/city-purchasing/purchasing>. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).

SECTION 7 – AVAILABLE DOCUMENTS

- A. Sample Engineering Services Agreement (attached)
- B. Photographs (attached):
 - 1. Pictures of CZ Gate Structure
 - 2. Picture of Hospital Slough Weir Structure
 - 3. Picture of Mark's Slough Weir Structure
- C. Map Showing Locations of Structures (attached)

ATTACHMENT A – SAMPLE ENGINEERING SERVICES AGREEMENT
STANDARD TERMS AND CONDITIONS
FOR AGREEMENT TO FURNISH CONSULTANT ENGINEERING SERVICES
TO THE CITY OF ALBANY, OREGON

ARTICLE I: SCOPE

For consideration set forth in Article V, the firm of _____, a professional consulting engineering firm, hereinafter referred to as ENGINEER, agrees to provide engineering services to the City of Albany, Oregon, a municipal corporation, hereinafter referred to as the CITY, for the improvements described in the agreement that incorporates these Standard Terms and Conditions and as shown in ATTACHMENT A. Unless modified in writing as set forth in Article II by the parties hereto, the duties of ENGINEER and the CITY shall not be construed to exceed those services and duties specifically set forth in the agreement.

ARTICLE II: MODIFICATIONS

The CITY or ENGINEER shall not make modifications in the attached agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE III: RESPONSIBILITIES OF THE ENGINEER

- A. Notice to Proceed. ENGINEER will not begin work on any of the duties and services listed in Article I until the CITY directs in writing to proceed. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Level of Competence. ENGINEER is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professional engineering firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement.
- C. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation of these cost estimates, ENGINEER will apply its experience and judgment.
- D. Document Preparation. ENGINEER will prepare and furnish all design, bid, and contract documents necessary for completion of the duties listed in Article I and the construction of the project.
- E. Record Drawings Preparation. ENGINEER will prepare a set of record drawings for the project which will include the changes made in materials, equipment, locations, and dimensions of the work. ENGINEER will provide one full-size set of photo mylar record drawings to the CITY.
- F. Access to Records. ENGINEER agrees to preserve and maintain for at least three years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to ENGINEER in the course of the performance of his duties under the terms of this contract. ENGINEER further agrees that the CITY, or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.
- G. Ownership of Documents. Upon completion of this agreement, all design, contract, bid, and record drawings and documents, including computer disks, shall become the property of the CITY. The CITY will exercise discretion in any re-use of said documents and agrees to hold harmless ENGINEER for any application of documents for any purpose other than the originally intended use.

- H. State or Federal Requirements. ENGINEER covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A, B, and C, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, ENGINEER further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. In addition ENGINEER covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Albany for projects of the type in question.
- I. Oregon Workers' Compensation Law. ENGINEER, its subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- J. Oregon Identity Theft Protection Act (OITPA). The Engineer, and its subconsultants, if any, agree to comply with the Oregon Identity Theft Protection Act (OITPA), ORS Sections 646A.600 through 646A.628.
- K. Taxpayer Identification Number. The Engineer agrees to complete a Request for Taxpayer Identification Number and Certification (W-9 Form) as a condition of the City's obligation to make payment. In the event the Engineer shall fail to complete and return the W-9 Form to the City, payment to Engineer may be delayed, or the City may, in its discretion, terminate the Contract.

ARTICLE IV: RESPONSIBILITIES OF THE CITY

- A. Authorization to Proceed. The CITY shall authorize ENGINEER in writing to proceed prior to ENGINEER starting work on any of the services listed in Article I.
- B. Access to Records, Facilities and Property. The CITY shall comply with reasonable requests from ENGINEER for inspection or access to the CITY's records, facilities, and properties.
- C. Timely Review. The CITY shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of ENGINEER.

ARTICLE V: COMPENSATION

CITY agrees to pay for the services in Article I in accordance with the compensation provisions in this agreement.

Payment will be made within 30 days after the receipt of billing for each service rendered during the month. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any ENGINEER billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article V.

ACH Direct Payment Authorization. The CITY prefers to pay invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, ENGINEER must complete the City's ACH Direct Payment Authorization Form, available on the CITY website at: http://www.cityofalbany.net/images/stories/finance/eft_form.pdf. Information provided on the form is exempt from public records disclosure under ORS 192.501(27).

Notwithstanding anything in this agreement to the contrary, the City's obligation to pay money beyond the current fiscal year shall be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other officer charged with the responsibility for preparing the City's annual budget shall include in the budget for each fiscal year the amount of the City financial

obligation payable in such year and the City Manager or such other officer shall use his/her best efforts to obtain the annual appropriations required to authorize said payments.

ARTICLE VI: INDEMNIFICATION

ENGINEER agrees to indemnify, defend, and hold harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of ENGINEER, its officers, employees, or agents.

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, ENGINEER shall furnish the CITY a Certificate of Insurance for the coverage and limits set out below, which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A-VII or approved by the City. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the City.

A. Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. *Commercial General Liability:* Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. *Automobile Liability:* Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. *Workers' Compensation:* Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. *Professional Liability:* Insurance on an occurrence or claims made basis with 24 month extended reporting period.
5. *Pollution Liability:* Insurance on an occurrence or claims made basis with 24-month tail coverage, if applicable to this project.

B. Minimum Limits of Insurance:

ENGINEER shall maintain limits no less than:

1. *Commercial General Liability:*
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Personal Injury
 - \$3,000,000 General Aggregate
 - \$3,000,000 Products / Completed Operations Aggregate

The General Aggregate and Products/ Completed Operations Aggregate shall apply separately to this project.

2. *Automobile Liability:* \$2,000,000 Per Occurrence
3. *Employers Liability:*
 - \$ 500,000 Each Accident
 - \$ 500,000 Disease Aggregate
 - \$ 500,000 Disease Each Employee
4. *Professional Liability Insurance:*
 - \$2,000,000 Per incident / Claim
 - \$2,000,000 Annual Aggregate
5. *Pollution Liability Insurance:*
 - \$2,000,000 Per incident / Claim
 - \$2,000,000 Annual Aggregate

C. Deductibles and Self-Insured Retentions:

Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Clause:* The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to name CITY OF ALBANY and its officers, agents, and employees as Additional Insured on any insurance policies required herein with respect to ENGINEER'S or any subcontractor's activities being performed under the Agreement. **The Certificate of Insurance must include a copy of the Additional Insured endorsement.** Coverage shall be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or agents.
3. *Workers' Compensation and Employers Liability Coverage:* The insurer shall agree to waive, by endorsement, all rights of subrogation against the City of Albany, its officers, employees, and agents for losses arising from work performed by the ENGINEER for the CITY.

ARTICLE VIII: ASSIGNMENT

This agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this agreement.

Use of subconsultants by ENGINEER or subsidiary or affiliate firms of ENGINEER for technical or professional services shall not be considered an assignment of a portion of this agreement, and ENGINEER shall remain fully responsible for the work performed, whether such performance is by ENGINEER or subconsultants. No subconsultants shall be used without the written approval of the City.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CITY and ENGINEER.

ARTICLE IX: INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of CITY and ENGINEER 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. The agreement may not be modified or altered except in writing as specified in Article II.

ARTICLE X: SUSPENSION OF WORK

The CITY may suspend, in writing, and without cause, all or a portion of the work under this agreement. ENGINEER may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. The ENGINEER may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: TERMINATION OF WORK

CITY may terminate all or a portion of the work covered by the agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, ENGINEER shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent of the time expended on the terminated portion of the project prior to the effective date of termination. ENGINEER shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing and closing as described in this Article. If no notice of termination is given, relationships and obligations created by this agreement shall be terminated upon completion of all applicable requirements of this agreement.

ARTICLE XII: FORCE MAJEURE

Neither the CITY nor ENGINEER shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XIII: DISPUTE COSTS

In the event either party brings action to enforce the terms of this agreement or to seek damages for its breach, or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XIV: COURT OF JURISDICTION

The laws of the State of Oregon shall govern the validity of this agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Linn County, Oregon.

ENGINEER:

CITY OF ALBANY, OREGON:

Date: _____

Date: _____

By: _____

By: _____

Title: _____

Jeff Blaine, P.E., Public Works Engineering and
Community Development Director

By: _____

Title: _____

Mailing Address: _____

Telephone No.: _____

Fax No.: _____

Tax Identification No.: _____

ATTACHMENT B - PHOTOGRAPHS

CZ GATES



HOSPITAL SLOUGH WEIR STRUCTURE



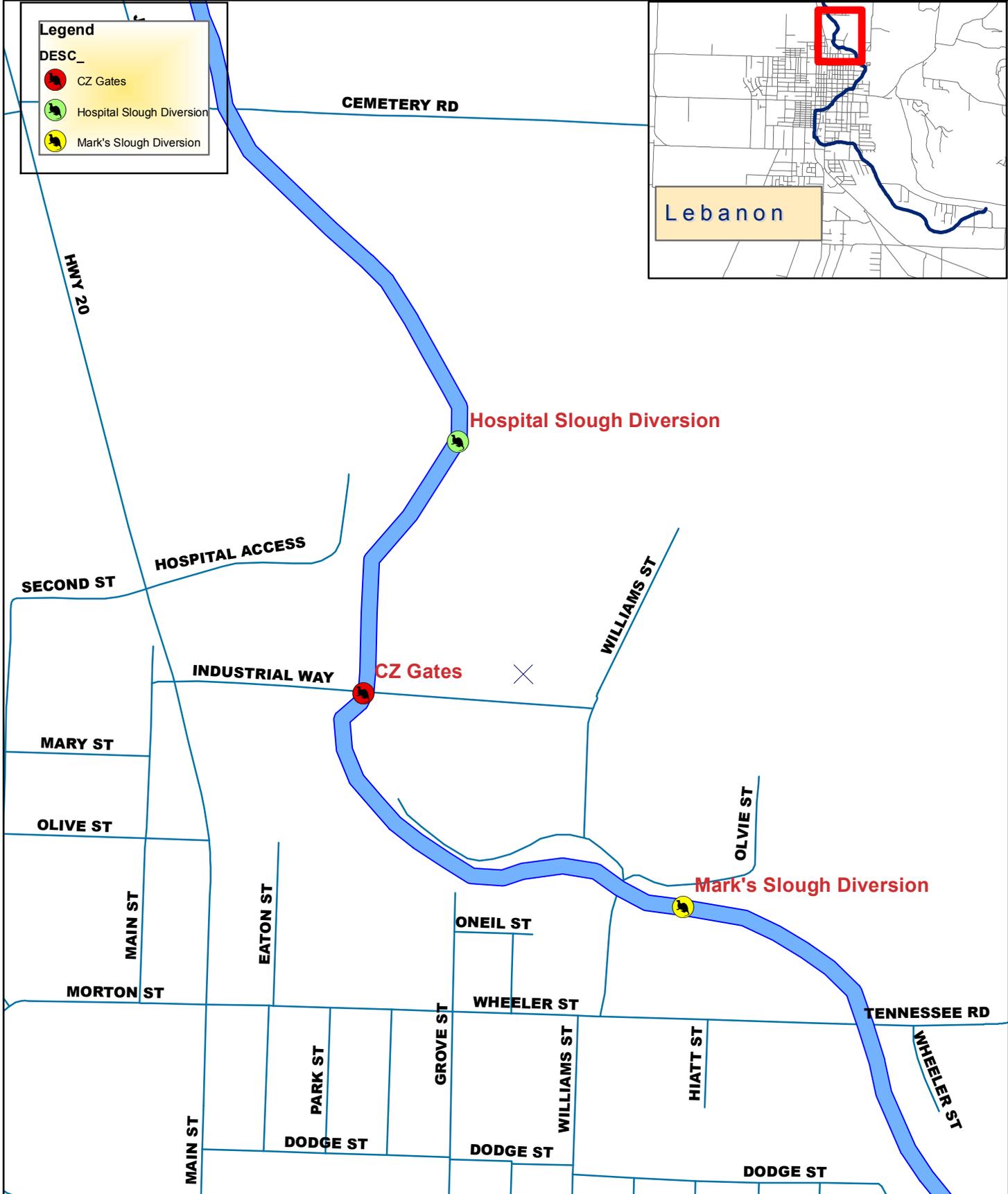
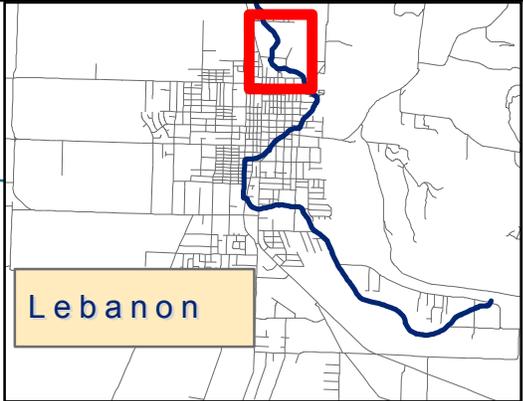
MARK'S SLOUGH WEIR STRUCTURE



Legend

DESC_

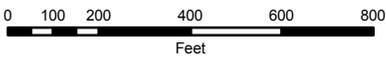
-  CZ Gates
-  Hospital Slough Diversion
-  Mark's Slough Diversion



Santiam-Albany Canal



The City of Albany's infrastructure records, drawings, and other documents have been gathered over many decades, using differing standards for quality control, documentation, and verification. All the information provided represents current information in a readily available format. While the information provided is generally believed to be accurate, occasionally this information proves to be incorrect, and thus its accuracy is not warranted. Prior to making any property purchases or other investments based in full or in part upon the information provided, it is specifically advised that you independently field verify the information contained within our records.



WC-13-01, Canal Diversion Structures - ATTACHMENT C – LOCATION MAP

Document Path: L:\LisaK\Canal\Canal 2016.mxd

City of Albany - 310 Waverly Dr. NE, Albany, Oregon 97321 (541) 917-7600