

# Request for Proposal

for a Qualifications-Based Selection for  
ENGINEERING SERVICES for a  
Water and Sewer Line Extension in Cave Junction

RFP #2024-IVFD-001

Issue Date: Tuesday, September 17, 2024

Proposal Due Date: Tuesday, October 8, 2024, 2 pm PST

Proposers are solely responsible for ensuring that the Illinois Valley Fire District receives its proposal. This is an informal process. No publication of this RFP or the Award is required.

## **RFP Contact**

Teresa Stover, Contract Project Administrator  
Illinois Valley Fire District  
681 Caves Hwy  
Cave Junction, OR 97523  
teresa@stoverwriting.com  
541-659-1850

**ILLINOIS VALLEY**  
***FIRE***  
**DISTRICT**

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## **Section 1 – General Provisions**

### **Introduction**

This RFP is issued pursuant to ORS 279A, ORS 279C, and the Oregon Attorney General Model Rules Division 48. The term “Fire District” throughout this document means the Illinois Valley Fire District, and the term “Consultant” or “Proposer” means an engineer or provider of related services.

### **Informal Selection Procedure**

Pursuant to OAR 137-048-0210, the Illinois Valley Fire District (Fire District) shall use the informal selection procedure described in this RFP to contract with a Consultant.

### **RFP Review**

Proposers must carefully review this RFP document and are responsible for knowing and understanding all terms and conditions.

### **RFP Protest; Request for Change; Protest of Award**

Proposers are directed to the protest procedures set forth in OAR 137-048-0240.

## Reservation of Rights

The selection of an architectural/engineering firm for professional services is made at the discretion of the Fire District. The Fire District reserves the rights to:

1. Amend this RFP.
2. Extend the deadline for submitting proposals.
3. Waive minor irregularities, informalities, or failures to conform to the RFP, if the Fire District determines that such waiver is in the best interest of the Fire District.
4. Reject, for good cause and without liability therefore, any and all proposals and to cancel this RFP at any time if such cancellation is deemed appropriate.
5. Determine to take no action.
6. Award one or more contracts, by item or task, or groups of items or tasks, if so provided in this RFP and if multiple awards are determined by the Fire District to be in the public interest.

## Additional Requirements

Pursuant to OAR 137-048-0220(4)(a):

1. The Fire District reserves the right to seek clarifications of submitted proposals, which may or may not affect the evaluation scoring criteria, and to negotiate a final contract that is in the best interest of the Fire District.
2. Proposers responding to this RFP do so solely at their expense, and the Fire District is not responsible for any Proposer expenses associated with the RFP.
3. Failure of the Fire District to insist on strict performance shall not constitute a waiver of any of the provisions of this RFP or resulting contract or waiver of any other default of the Proposer.

## Questions about RFP; Addenda

For questions or clarifications regarding this RFP, contact Teresa Stover, contract project administrator, at [teresa@stoverwriting.com](mailto:teresa@stoverwriting.com) or 541-659-1850. The deadline for questions is 2 pm on Tuesday, September 24. No other contact regarding this RFP process shall be permitted. Unauthorized contact regarding this RFP may subject the contacting Proposer's proposal to rejection. Any addenda answering questions about the RFP will be provided as an addendum to the RFP and posted on the Illinois Valley Fire District website at <https://ivfire.com>.

## Section 2 – Statement of Work

### Introduction

The Illinois Valley Fire District is the primary full fire and emergency medical services agency that serves approximately 17,000 residents within the communities of Selma, Kerby, O'Brien, Takilma, and the incorporated City of Cave Junction. The main fire station in Cave Junction is staffed and responds to all Illinois Valley's calls for assistance. Most of the fire district training is performed in-house at the main station in Cave Junction.

The Fire District is excited to be able to build new water and sewer lines, to include four fire hydrants, to better serve the fire district's emergency operations.

To this end, the Fire District is seeking Proposals from qualified firms for engineering services to design the water and sewer line extension. The selected bidder will coordinate this project in accordance with the Fire District's needs and specifications as well as with another outside vendors responsible for site preparation and construction.

### Description of Project

The water and sewer line extension will run from Cave Junction's main line on Old Stage Road to the Illinois Valley Fire District Station 1 at 681 Caves Hwy.

Fourteen-inch ductile water distribution line will run 1,365 feet to the apron at the fire station, turn, and go 315 feet to the rear of the fire station. Four fire hydrants will be installed along the route: three on Caves Highway and one on the back lot of the fire station. The premises water line will need to extend an additional 80 feet on Caves Highway to a city control system (meter with a shutoff valve). The water line will extend 150 feet between the two structures to the premises' main water connection.

Eight-inch sewer mainline will run 1,450 feet and connect to a city control system. The sewer line will extend 150 feet in between the two buildings to the premises' main sewer connection. Approximately three sewer manholes will be installed along the route.

Representative drawings are in Attachment C for site orientation to assist in the engineering bid process.

### Description of Services

The Oregon-licensed Consultant shall provide engineering design services to develop plans for permitting and bidding, bidding assistance, construction administration and oversight, and warranty follow-up for one year beyond substantial completion.

1. Design/Engineering
  - a. Provide the necessary engineering as required for the scope of work.
  - b. Develop complete design plans and specifications, along with construction documents and construction cost estimate, associated with the new design.
  - c. Obtain approvals and permits from the necessary regulatory agencies including Business Oregon, the City of Cave Junction, Oregon Department of Transportation, Department of Environmental Quality, Oregon Health Authority, and others as required.

2. Construction
  - a. Construction Bidding
    - i. Provide the scope of work and technical specifications for the construction bid document. Depending on preliminary cost estimates, the sewer line might be included in the construction bid as an alternative bid.
    - ii. Assist the Fire District in preparing a draft construction bid document and conducting a RFP as required by the Oregon Public Contracting Code and the Fire District's Public Contracting Code.
    - iii. Assist Fire District during the RFP phase by attending a pre-bid meeting; responding to technical questions from contractors during the bidding process; developing written addenda, as needed; and reviewing bids and protests from contractors.
  - b. Meetings
    - i. Participate in periodic stakeholder meetings.
    - ii. Participate in a preliminary project kick-off meeting and physical design review presentations. Allow for two hours minimum for each design review session.
    - iii. Set up and facilitate a preconstruction meeting.
    - iv. Participate in weekly meetings during construction; punch list walkthrough and follow-up; and a one-year warranty walkthrough.
  - c. Construction Administration and Oversight
    - i. Develop all construction documents required.
    - ii. Coordinate submittals to the Fire District for all required project approvals.
    - iii. Obtain all necessary permits needed for project completion.
    - iv. Review contractor's submittals, shop drawings, and material samples.
    - v. Respond to contractor's requests for clarification or information.
    - vi. Monitor project schedule.
    - vii. Ensure compliance with the Oregon Bureau of Labor and Industries (BOLI) wage rates.
    - viii. Review and process change orders for Fire District approval.
    - ix. Provide oversight of contractor's performance and inspection of construction.
    - x. Provide project closeout services including punch list, final inspection, and warranty review.
    - xi. Provide record as-built documents in both paper and electronic format at completion of the project.

### **Anticipated Award and Contract Performance Schedule**

A performance schedule shall be included in the successful Consultant's Engineering Services Contract (see Attachment B). It is anticipated that Consultant will develop a phased project schedule that incorporates design, construction documents, bidding, and construction administration. It is also anticipated that engineering plans will be completed 6-8 weeks after the Contract is signed.

## **Compensation**

Compensation will be based on a firm fixed price with a total not-to-exceed amount, including direct reimbursable expenses. The amount of compensation will be negotiated with the highest ranked Proposer, following the steps outlined under “Section 4 – Evaluation & Selection” below.

## **Limitations; Conflicts of Interest**

Proposers are directed to OAR 137-048-0130(8)-(10)(b), which may limit or prohibit the selected Proposer’s ability to provide additional services related to the Project, including construction services.

## **Assumptions and Constraints**

The fire hydrant system must meet the Oregon Fire Code standards for the current year. The water and sewer system must meet local and state standards, including Oregon Department of Transportation (ODOT) standards.

## Section 3 – Proposal Content and Submission Requirements

### Introduction

This section prescribes the mandatory submission format for a Proposal in response to this RFP. The purpose of the submission format is to ensure uniformity of the information from each Proposer and to aid in a clear understanding and evaluation of each Proposal.

### Proposal Content and Selection Criteria

Attachment A, Consultant Certification Form, shall be completed and submitted as the cover of the Proposer's response. Pursuant to OAR 137-048-0210, Informal Selection, the Fire District shall use the Informal Selection procedure to select the Consultant.

Provide a brief but concise response to each of the following criteria areas. Do not assume the Fire District has any prior knowledge of the Proposer. Proposal response should address the following items in the order presented:

1. **Overall Project Understanding and Approach**
  - a. Describe the Proposer's knowledge and understanding of the Project and Services described in "Section 2, Statement of Work" above.
  - b. Define the Proposer's approach to staffing and scheduling needs for the services.
  - c. Describe the approach to the services described in the Statement of Work.
  - d. Provide an estimate of the amount of time needed to complete each major task and a preliminary schedule of major elements.
2. **Experience**
  - a. Describe the Proposer's availability and capability to perform the required services outlined in the Statement of Work.
  - b. Describe Proposer's and their sub-consultants demonstrated ability to successfully complete similar services on time and within budget, including whether there is a record of satisfactory performance under OAR 137-048-0120(2) (the Fire District's or other public agency's record of Consultant's performance).
  - c. Describe Proposer's performance history, including but not limited to:
    - i. Quality of work
    - ii. Ability to meet schedules
    - iii. Cost control methods
    - iv. Contract administration practices
  - d. Describe the Proposer's experience working within the framework and requirements of grant-funded projects. Identify whether the project(s) finished on schedule and within the budget.
  - e. Describe the Proposer's experience with the City of Cave Junction, the Oregon Department of Transportation, the Oregon Department of Environmental Quality, and the Oregon Health Authority.



- f. Provide the status of the required licenses or certifications. The Proposer and all firms, subsidiaries, and individuals providing professional services shall be currently licensed to practice in each of their respective areas of professional expertise in the State of Oregon, and shall comply with all State of Oregon Professional Engineer licensure requirements.
3. **Personnel**
    - a. List the Proposer's key staff to be assigned to the Project and describe their experience in providing similar services on comparable projects.
    - b. Describe the amount and type of resources, and list the number of experienced staff persons Proposer has available to perform the services described in the Statement of Work.
  4. **Sub-Consultants**
    - a. List the sub-consultant(s) that would be retained, and their roles with the Project.
    - b. List the sub-consultant(s)' key staff, amount and type of resources, availability, current workload, and proportion of time Proposer estimates that sub-consultant(s)' key staff will spend on the services described in the Statement of Work.
    - c. Describe sub-consultant(s)': Performance history in producing high-quality work, meeting deadlines, controlling costs, and working within the framework and requirements of grant-funded projects.
  5. **Other Criteria**
    - a. Describe the Proposer's and sub-consultant(s)' geographic proximity to and familiarity with the physical location of the Project and the design and construction procedures specific to the Project area, including local permitting procedures and regulations.
    - b. Pursuant to OAR 137-048-0210 (2)(a)(E)(vii), provide status and employment practices regarding women, minorities and emerging small businesses or historically underutilized businesses.
    - c. Describe whether the Consultant owes a liquidated and delinquent debt to the State of Oregon.

The Illinois Valley Fire District selection committee authorized by the Board of Directors will review all RFPs received and reserve the right to select the bid and Engineering Consultant that is in the best interest of the Fire District. This may not always be the lowest bidder.

### Cost Information

Selection will be qualifications-based, not on lowest bid.

Compensation will be based on a total not-to-exceed amount for services and reimbursable expenses, with not-to-exceed maximums for the individual phases of the design: pre-design/schematic design, design development, construction documents, bidding, and construction administration services including record documentation.

Proposers will submit a Billing Rate Schedule and Cost Estimate Breakdown to complete services. The Billing Rate Schedule must include the name, job classification, and fully loaded hourly billing rate for each employee that may be used under the contract, including sub-consultant employees. The Cost Estimate Breakdown must include a detailed breakdown of the costs for each element of the work,

including proposed staff assignments, job classifications and sub-consultants; hours per task and sub-task; and itemized direct non-labor costs, including reimbursable expenses.

The cost information requested will not be used as part of the evaluation process but is requested solely to enable a prompt beginning to the contract negotiation process.

## Proposal Format and Submission

Submitted proposals must:

1. Include a narrative that addresses the items listed under “Proposal Content” earlier in this section, in the same order. Narratives no longer than 20 pages are appreciated.
2. Include a Billing Rate Schedule and Cost Estimate Breakdown as described under “Cost Information” earlier in this section.
3. Include a completed and signed Attachment A – Consultant Certification Form.
4. Include the contact information of a representative of the Proposer available by phone on October 14 to 16, 2024, to be scheduled for an optional interview.
5. Proposals may be emailed, mailed, or delivered in person under the following conditions:
  - a. Emailed proposals must be a single PDF file no larger than 5MB with electronic signatures as applicable, and sent to [teresa@stoverwriting.com](mailto:teresa@stoverwriting.com). Emailed proposals will be acknowledged upon receipt. The Fire District is not responsible for delays or issues that may occur through the use of electronic submissions. It is the proposer’s responsibility to ensure that all documents and information submitted are received and viewable.
  - b. Mailed proposals or hand-delivered proposals must include one printed copy of the proposal and one electronic copy of the proposal on a flash drive. The electronic version of the proposal should be in a single PDF file no larger than 20 MB. The proposal package should be directed to:

Teresa Stover, Contract Project Administrator  
Water and Sewer Line Extension  
Illinois Valley Fire District  
681 Caves Highway  
Cave Junction, OR 97523
6. All submissions must be RECEIVED (not postmarked) by the Fire District by 2 pm Pacific Time on Tuesday, October 8, 2024. Late submissions will not be accepted.
7. Faxed submissions will not be accepted.
8. All proposals will be date- and time-stamped by a Fire District staff member.
9. Early proposals received in advance of the deadline are appreciated.

## Submission Questions and Clarifications

For questions or clarifications regarding this RFP, contact Teresa Stover, contract project administrator, at [teresa@stoverwriting.com](mailto:teresa@stoverwriting.com) or 541-659-1850. The deadline for questions is 2 pm on Tuesday, September 24. Answers to all questions will be provided as an addendum to the RFP.

## Section 4 – Evaluation and Selection

### Proposal Opening

The proposal opening will be held at 2 pm Pacific Time on Tuesday, October 8, 2024, at the Illinois Valley Fire District Station 1, 681 Caves Highway, Cave Junction, OR 97523.

### Evaluation of Proposal

The evaluation committee will review, score and rank Proposals according to the evaluation criteria set forth in this RFP. Evaluation shall be in accordance with the evaluation criteria defined below.

### Evaluation Criteria

The evaluation committee shall grade each Proposal by reviewing and evaluating the line items required to be submitted as described in Section 3 above. The following table indicates how the total points in the scoring shall be assigned by Proposal line item. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items.

| Proposal Content                           | Maximum Points |
|--|----------------|
| Overall project understanding and approach | 30             |
| Experience                                 | 20             |
| Personnel                                  | 20             |
| Sub-consultants                            | 10             |
| Other criteria                             | 20             |
| <b>Total</b>                               | <b>100</b>     |

### Optional Interviews

1. The evaluation committee may elect to interview Proposer(s) if the evaluation committee considers it necessary or helpful. The interview process will be used to supplement and clarify the information contained in the Proposal.
2. Interviews, if conducted, will bear on the firms' rankings in the selection process.
3. Interviews may be conducted by phone, videoconference, or in person.
4. Evaluation points assigned during the initial evaluation process may be adjusted by the evaluation committee members, at their discretion, based upon findings from the interviews.
5. Based upon the proposal scoring, as modified by the interview, and the results of reference checks, the firms will be given final ranking by the evaluation committee. The final ranking will be provided to the Fire District for a final decision to award a contract.
6. Details about interviews will be issued to those firms invited. Such interviews will be at the firm's expense.

## Selection

The evaluation committee shall provide to the Fire District the results of the scoring and ranking for each Proposer. If the Fire District does not cancel the RFP after it receives the results of the scoring and ranking for each Proposer, the Fire District shall begin negotiating a Contract with the highest ranked Proposer. The Fire District shall direct negotiations toward obtaining written agreement on:

1. The Proposer's performance obligations and performance schedule.
2. Payment methodology and a maximum amount payable to the Proposer for the Architectural and Engineering Services required under the Contract that is fair and reasonable to the Fire District as determined solely by the Fire District, considering the value, scope, complexity, and nature of the Engineering Services.
3. Any other provisions the Fire District believes to be in the Fire District's best interest to negotiate.

## Selection Process Milestones

The milestones for the selection process are set forth below. The dates are approximate but will be followed to the extent reasonably possible. The purpose of this schedule is for Proposers' information only.

| Activity                        | Date Range or Completion Date  |
|---------------------------------|--|
| RFP Issued                      | Tuesday, September 17, 2024  |
| Deadline for Questions          | 2 pm Pacific Time on Tuesday, September 24, 2024   |
| Q&A Addenda Posted              | Friday, September 27, 2024   |
| Deadline for Proposals          | 2 pm Pacific Time on Tuesday, October 8, 2024<br>(three-week bid period)   |
| Proposal Opening                | 2 pm Pacific Time on Tuesday, October 8, 2024 at<br>Illinois Valley Fire District, 681 Caves Highway, Cave<br>Junction, OR 97523 |
| Optional Interviews             | October 14 to 16, 2024   |
| Issue Notice of Intent to Award | Tuesday, November 19   |
| Deadline for Award Protests     | 12 noon on Monday, November 25, 2024   |
| Award Contract                  | Tuesday, November 26, 2024   |

## Termination

The Fire District shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if the Fire District and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The Fire District may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, in accordance with section (6) of OAR 137-048-0210, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the Fire District may

end the RFP and thereafter may proceed with a new informal RFP under OAR 137-048-0210 or proceed with a formal RFP under OAR 137-048-0220.

### **Responsibility Evaluation**

The Fire District will investigate a Proposer's responsibility and will consider information obtained from any source as part of its evaluation, at any time prior to execution of the contract. Submission of a signed Proposal constitutes the Proposer's approval for the Fire District to obtain any information the Fire District deems necessary to conduct the evaluation including, but not limited to, credit reports, licensing information, and information discovered during reference checks.

### **Certification of Compliance with Tax Laws**

By submission of the Proposal, the Proposer's signatory (a duly authorized representative of the submitting firm) must certify that the firm is not, to the best of their knowledge, in violation of any Oregon tax law. For purpose of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

### **Project Contract**

This project is funded through Business Oregon and scheduled installment payments will be made upon completion of predetermined phases.

The Illinois Valley Fire District reserves the right to increase or eliminate specific project portions without voiding the whole of the proposed project bid. Bids should be itemized detailing the cost of each item.

The selected Proposer will be awarded a contract that substantially conforms to Attachment B, Draft Engineering Contract. Before the contract can be approved, it must also be reviewed and approved by Business Oregon to ensure compliance with state requirements. Submittal of a Proposal indicates Proposer's agreement with the terms of the attached contract. Any open terms in the attached contract will be completed, based upon awardee's Proposal. The Contract requires that the selected firm comply with all applicable federal and state laws, rules, and regulations.

**Section 6 - Attachments**

**Attachment A - Consultant Certification Form**

# CONSULTANT CERTIFICATION FORM

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(Consultant)

---

(Physical Address)

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(City, State, Zip)

1. The Consultant certifies that he or she has read and understands the terms and conditions of all documents pertaining to this RFP.
2. The Consultant acknowledges that he or she that signs this Certification is fully authorized to sign on behalf of the Consultant listed and to fully bind the Consultant listed to all conditions and provisions thereof.
3. The Consultant certifies that Consultant has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this RFP.
4. The Consultant is registered with the Oregon State Board of Architect Examiners (ORBAE); Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS); Construction Contractors Board of Oregon (CCB); and/or Landscape Contractors Board of Oregon (LCB), if required.

License Number \_\_\_\_\_ Licensing Agency \_\_\_\_\_

5. The Consultant, pursuant to ORS 279A.120 (1), (**check one**) is \_\_\_ / is not \_\_\_ a resident Bidder. If not, indicate State of residency \_\_\_\_\_.
6. The Consultant certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontracts.
7. The Consultant hereby certifies that to the best of Consultant's knowledge, s/he is in compliance with all Oregon Tax laws described in ORS 305.380(4).

Federal Tax ID \_\_\_\_\_ Oregon Tax ID \_\_\_\_\_

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signature: \_\_\_\_\_

Name \_\_\_\_\_ Phone: \_\_\_\_\_  
(print/type)

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Attachment B - Draft Engineering Services Contract**



# **AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT is made the [XXrd] day of [MONTH YEAR] by and between the Illinois Valley Fire District, hereinafter referred to as the Owner, and [FIRM], hereinafter referred to as Firm:

The Owner intends to build new water and sewer lines, to include four fire hydrants, to better serve the fire district's emergency operations. The water and sewer line extension will run from Cave Junction's main line on Old Stage Road to the Illinois Valley Fire District Station 1 at 681 Caves Hwy. The Owner has secured a direct legislative award from the Oregon Legislature. Project funding is administered by Business Oregon.

The Firm agrees to prepare Contract Documents, Drawings, and Specifications for the water and sewer extension project. The Firm also agrees to provide assistance to the Owner in procuring a general contractor and managing the construction contract for construction of the extension.

## **WITNESSETH**

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

## **SECTION A – ENGINEERING SERVICES**

### **Engineering Services**

After acceptance by the Owner of the project scope and opinion of probable total project cost, and appropriate agencies of the Bidding and Contract Documents and upon authorization by the Owner to proceed, the Firm shall:

[NUMBERED LIST OF TASKS TO FULFILL STATEMENT OF WORK FOR ENGINEERING SERVICES]

### **Other Services**

In addition to the foregoing being performed, the following services may be provided by the Firm when requested by the Owner in writing for each phase of the project, as required.

1. Assist the Owner with obtaining permits, applications, outside utility services, etc., as necessary for the work. The Owner shall pay all fees associated with such permits and applications, if such fees are required.
2. Redesign work when requested to do so by the Owner. Such work shall include changes in the design.

3. Perform special tests, specialized geological, hydraulic, or other studies, or tests other than as previously outlined herein that may be required on the project.
4. Prepare to serve or serve as a consultant or witness for the Owner in any litigation, arbitration, or other dispute resolution process relating to the project.
5. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected, or delayed work by the Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, (5) longer construction time than anticipated, or (6) default by the Contractor.
6. Provide random testing services as the work progresses to monitor the Contractor's compliance with the Contract Documents. Such testing shall not replace the Contractor's own testing nor relieve the Contractor from providing their own quality control.

#### **SECTION B - RESPONSIBILITIES OF OWNER**

1. The Owner shall provide the Firm with all criteria and full information as to the Owner's requirements for the project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations.
2. The Owner shall furnish to the Firm all available information pertinent to the project including reports and data relative to previous designs, all existing maps, field survey data, lines of streets and boundaries or rights-of-way, and other surveys presently available. The Owner shall also provide all known information concerning the existing underground utilities, etc., that could impact the proposed improvements.
3. The Owner shall provide for full, safe, and free access for the Firm to enter upon all property required for the performance of the Firm's services under this Agreement.
4. The Owner shall give prompt written notice to the Firm whenever the Owner observes or otherwise becomes aware of a hazardous environmental condition or of any development that affects the scope or time of performance of the Firm's services, or any defect or nonconformance in the Firm's services or in the work of any Contractor.
5. The Owner shall pay for any agency plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities. The Owner shall also secure the necessary land easements, rights-of-way, and construction permits. The Firm can assist the Owner with these tasks, if requested, as outlined in Section A, "Other Engineering Services."
6. The Owner shall examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Firm (including obtaining the advice of an attorney, insurance counselor, and other consultants as the Owner deems

appropriate with respect to such examination) and render timely decisions pertaining thereto.

7. The Owner shall obtain, with guidance from the Firm, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the project designed or specified by the Firm, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the project.
8. The Owner shall provide, as required for the project:
  - a. Accounting, bond, financial advisory, and insurance counseling services;
  - b. Legal services with regard to issues pertaining to the project as the Owner requires, the Contractor raises, or the Firm reasonably requests; and
  - c. Such auditing services as the Owner requires to ascertain how or for what purpose the Firm has used the monies paid.
9. The Owner shall advise the Firm in a timely manner of the identity and scope of services of any independent consultants employed by the Owner to perform or furnish services in regard to the project.
10. The Owner shall attend the Pre-Bid Conference, Bid opening, Pre-Construction Conferences, construction progress, warranty inspection, and other project-related meetings and shall review and act upon Change Orders, Applications for Payment, the Certificate of Substantial Completion, and the Notice of Acceptability of Work.

### **SECTION C - COMPENSATION FOR ARCHITECTURE AND ENGINEERING SERVICES**

1. The Owner shall compensate the Firm for "Engineering Services" a lump sum amount of [AMOUNT]. The total compensation for engineering services is a firm, fixed, not-to-exceed price, including direct reimbursables. This amount shall not be exceeded without notification to and approval by Business Oregon and the Owner. If, during the course of the work, the scope of the work should substantially change, the Owner and the Firm shall amend this section of the contract as necessary.
2. The Owner shall compensate the Engineer for "Other Services" requested by the Owner on a time and materials basis, plus direct reimbursable expenses. The total compensation for "Other Engineering Services" requested by the Owner shall be approved by Business Oregon and the Owner.
3. The time and materials cost referred to in this Agreement shall be in accordance with the attached Hourly Fee Schedule, plus direct reimbursable expenses. The Hourly Fee Schedule may be

adjusted near [MONTH DAY] of each year.

5. Direct reimbursable expenses shall include, but not be limited to, such direct job costs as the cost of travel, subsistence, lodging, document printing, outside consultants, special tests and services of special consultants, etc. Direct reimbursable expenses shall include a 10 percent additional fee to cover handling, overhead, insurance costs, etc. Mileage shall be charged at [COST] per mile for passenger vehicles and [COST] per mile for pickups and vans. The mileage costs may be adjusted as needed to reflect actual costs. There shall be no charge for secretarial services, telephone calls, and postage.
6. The Owner agrees to pay the Firm for the services provided in accordance with this Agreement on a monthly basis. The Owner agrees to pay the Firm for lump sum work on a percentage basis of the total fee relative to the percent completion of the work. The Owner agrees to pay the Firm for time and materials work for the actual services provided. The Firm will render to the Owner an itemized bill at the end of each month, for compensation for such services performed hereunder during such month, the same to be due and payable by the Owner to the Firm.
7. Past due amounts owed shall include a service fee charge of 10 percent annual interest beginning the 15th day after the date funds are received from Business Oregon, or 90 days after the date of billing, whichever comes first. The Firm may suspend work under this Agreement until the account is paid in full. If collection is made by suit or otherwise, and if the Firm prevails, the Owner agrees to pay interest until the account and all collection costs, including reasonable attorneys' fees, are paid.
8. The Owner can require either a reduced or increased level of construction review or general engineering review at any time in consultation with the Firm. In the event an increased level is required, an agreement shall be reached between the Firm and the Owner as to whether additional amounts in excess of the maximum charge provided in this section shall be required.
9. Should the construction period be increased over those defined above for any cause, or should any Contractor's performance require an extraordinary amount of review and coordination, etc., the Firm shall be entitled to additional compensation. An increase in construction time may be due to construction time extensions granted by the Owner, failure of the Contractor to complete the work within the allowable construction time, poor quality performance of the Contractor, unusual weather, etc. It is agreed that the Firm has no control over the actual time required to complete the work, the Contractor's schedule, the quality of the Contractor's performance, unusual weather conditions, etc. All of these conditions could increase the amount of "Engineering Services" required to properly complete the work. It is agreed that the Owner and the Firm shall negotiate a reasonable compensation for these additional services should additional "Engineering Services" be required.

#### **SECTION D - GENERAL PROVISIONS**

1. Approval of this Agreement by the Owner and the Firm will serve as written authorization for the Firm to proceed with the services called for in the Agreement.

2. Neither party 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.
3. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
4. The Firm intends to render their services under this Agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty expressed or implied. The Firm shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Firm under this Agreement. The Firm shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, Drawings, Specifications, reports, and other services.
5. Any opinion of the probable construction cost or probable total project cost prepared by the Firm represents his judgment as a design professional and is supplied for the general guidance of the Owner. Since the Firm has no control over the cost of labor and material, or over competitive bidding or market conditions, the Firm does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the Owner.
6. This Agreement is to be binding on 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.
7. This Agreement represents the entire and integrated agreement between the Owner and the Firm for this project and supersedes all prior negotiation, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Firm.
8. Original documents, survey notes, tracings, and the like, except those furnished to the Firm by the Owner, are and shall remain the property of the Firm. Documents, including Bidding and Contract Documents which contain an Firm's stamp prepared under this Agreement, are instruments of service of the Firm. Reuse of any of the Bidding and Contract Documents that may be developed during the project by the Owner on extensions of this project or on any other project without the written permission of the Firm shall be at the Owner's risk. The Owner agrees to defend, indemnify, and hold harmless the Firm from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of the Firm's instruments of service by the Owner. The Firm shall make available to the Owner, when requested, all documents, drawings, pictures, etc., that are prepared as part of the Firm's services under this Agreement. There will be no cost for these documents except for labor, reproduction, and copying costs.
9. There are no third-party beneficiaries of this Agreement between the Owner and the Firm, and no

third party shall be entitled to rely upon any work performed or reports prepared by the Firm hereunder.

10. Neither the Owner nor the Firm shall delegate their duties under this Agreement without the written consent of the other.
11. The Owner reserves the right to request replacement of any Project Representatives furnished by the Firm.
12. This Agreement may be terminated by either party in the event of default under this contract by the other party. Either party may do so by giving written notice to the other of its intent to terminate this Agreement for substantial failure to perform according to this Agreement, which written notice shall specify the failure and demand correction or remedy thereof in 10 days. In the event of failure to remedy or correct in 10 days, this Agreement may be terminated in writing at the option of the party giving the prior notice. If this Agreement is terminated, the Firm shall be paid for services based on actual hours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.
13. Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Oregon.
14. The Firm shall acquire and maintain statutory Worker's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.
15. The Owner will require that any Contractor or subcontractor performing work in connection with the Contract Documents produced under this Agreement shall hold harmless, indemnify, and defend the Owner and the Firm, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from the Contractor's (or subcontractor's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Firm, their consultants, or their officers, agents, and employees.
16. The Owner and the Firm acknowledge that in a project of this magnitude and complexity, changes may be required as the result of possible omissions, ambiguities, or inconsistencies in the Contract Documents or changes that are identified during construction which will result in an overall better end project for the Owner, or changes which are necessary due to unusual field conditions or construction circumstances beyond the control of the Owner, Firm, or Contractor. As a consequence of the above, the Owner realizes that the Contractor may be entitled to additional payment. The Owner agrees to set up a reserve in the project budget to be used as required to make additional payments to the Contractor with respect to such changes. When additional payments are due to the Contractor, they will be made in accordance with an approved Change Order.
17. The Firm shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion,

color, sex, or national origin. The Firm shall comply with Executive Order 11246 (41 CFR 60-1.4}, Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)}, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250.5(a)}, the Jobs for Veterans Act of 2003 (41 CFR 60-300.5(a)}, and the organizing and collective bargaining Clauses of Executive Order 13496 (29 CFR 471). The Firm shall comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.

18. To the fullest extent permitted by law, the Owner and Firm each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Owner and Firm, they shall be borne by each party in proportion to its negligence.
19. The following certification must be signed by all contractors and subcontractors. Signature of this agreement shall serve as signing of the following certification.

This Agreement is executed in duplicate the day and year written at the beginning of this Agreement.

|                                      |                   |
|--------------------------------------|-------------------|
| Owner: Illinois Valley Fire District | Firm: [FIRM NAME] |
| By:                                  | By:               |
| Type Name: John Holmes               | Type Name:        |
| Title: Fire Chief                    | Title:            |

**Attachment C - Drawing of Water and Sewer Lines Locations**





20240501  
Caves Hwy &  
681 Caves Hwy  
Water Lines and  
Hydrants  
NOT TO SCALE



20240501  
681 Caves Hwy  
Water Lines and  
Hydrants

NOT TO SCALE



Front  
Station  
Hydrant

Rear  
Station  
Hydrant

314.74 ft

681 Caves  
Hwy

Keller Ln

Keller Ln

Keller Ln







571 Caves Hwy  
Hydrant



Caves Hwy

46

Caves Hwy

401.44 ft

Front  
Station  
Hydrant



20240501  
571 Caves Hwy &  
681 Caves Hwy  
Water Lines and  
Hydrants  
NOT TO SCALE

681 Caves  
Hwy

Keller Ln

Ln







**20240501**  
**449 Caves Hwy &**  
**571 Caves Hwy**  
**Water Lines and**  
**Hydrants**  
**NOT TO SCALE**





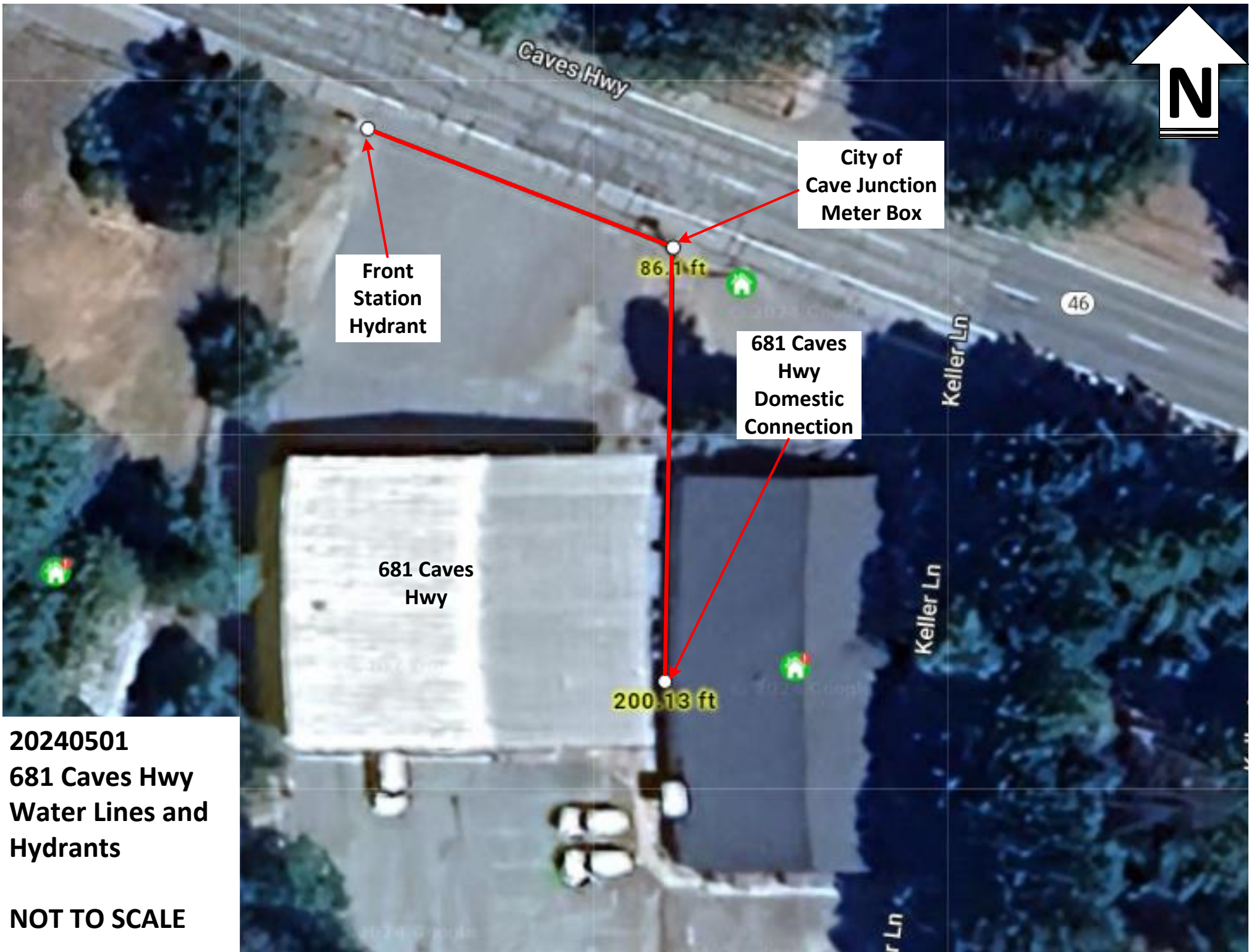
Caves Hwy  
Old Stage  
Connection

449 Caves Hwy  
Hydrant

556.12 ft

20240501  
Caves Hwy/  
Old Stage &  
449 Caves Hwy  
Water Lines and  
Hydrants  
NOT TO SCALE





**20240501**  
**681 Caves Hwy**  
**Water Lines and**  
**Hydrants**

**NOT TO SCALE**





Caves Hwy  
Old Stage  
Connection



20240501  
Caves Hwy  
Sewer Lines

NOT TO SCALE

1,466.99 ft  
1,503.87 ft  
681  
Caves Hwy  
1,640.34 ft





20240501  
681 Caves Hwy  
Sewer Lines

NOT TO SCALE