



## **REQUEST FOR PROPOSAL**

# **Dam Breach Inundation Analysis of the Silver Creek Dam**

PROJECT NO: **1010**

DATE OF ISSUANCE: **July 18, 2019**

PROPOSALS DUE BY: **August 14, 2019**

CITY PROJECT MANAGER: **Jason Gottgetreu, Community Development  
Director**

CONTACT INFORMATION: **503-874-2212, [jgottgetreu@silverton.or.us](mailto:jgottgetreu@silverton.or.us)**

**CITY OF SILVERTON**  
306 SOUTH WATER STREET  
SILVERTON, OREGON, 97381

## I. INTRODUCTION

The City of Silverton is seeking Proposals from qualified firms to resulting in a contract to conduct a dam breach inundation analysis on the Silver Creek Dam located adjacent to the Silverton Marine Park and Reservoir in Silverton, Oregon. The City of Silverton needs an updated inundation analysis for the Silver Creek Dam.

## II. SCHEDULE

Documents Available Online  
**Proposals Due/Closing**  
Notice of Intent to Award  
Notice of Award

Thursday, July 18, 2019  
**Thursday, August 15, 2019, 2:00 PM**  
Thursday, August 22, 2019  
Friday, August 30, 2019

**NOTE:** The City reserves the right to modify this schedule at the City's discretion. Proper notification of changes will be made to all interested parties.

## III. CONTRACTOR RESPONSIBILITIES AND DUTIES

All Proposers must be qualified to provide the services requested in this document. Proposers shall have provided products and services similar to those listed in Scope of Work section for commercial and/or municipal customers. Proposers are required to submit documentation as outlined in this document, related to their ability to provide quality services as listed in this document.

## IV. PROPOSAL REQUIREMENTS AND SELECTION PROCESS

### **Contact with City Staff**

The City's Project Manager is Jason Gottgetreu. Communicating with other City staff or authority for information other than the Project Manager or assigned Designee may result in disqualification of proposal.

### **Addenda**

Addenda are incorporated with the original solicitation as an attachment and can be viewed and downloaded by registered suppliers. Proposers should consult the City of Silverton website, [www.silverton.or.us](http://www.silverton.or.us), regularly until Closing to avoid missing any Addenda.

### **Proposal Withdrawal**

Any proposal may be withdrawn at any time before the "Proposals Due" date and time specified in the Schedule, by providing written request for the withdrawal of the proposal to the City. The request shall be executed by a duly authorized representative of the firm. Withdrawal of a proposal will not prejudice the right of the Proposer to file a new proposal.

### **Proposal Content Requirements**

The proposal must include each item listed below. Any proposal not including the items may be rejected. Proposals will be clear and concise. The City encourages green options and discourages the use of materials that cannot be recycled such as PVC and spiral binders, plastic or glossy covers and dividers. Further, the City encourages Proposers to print on both sides of a sheet of paper whenever possible.

Each proposal must contain the criteria listed below. Proposals not meeting all criteria will be considered nonresponsive and shall be rejected.

1. Brevity (Maximum of 8 pages per package).
2. Dam breach and inundation models that will be used.
3. Expertise of each person that will be conducting part / parts of the analysis along with the expertise of the project manager and their key team members with dam breach and inundation models used.
4. Experience on similar dam breach inundation analysis following the guidelines of OAR 690-020-0120 including the development of GIS mapping.
5. Analysis methodology.
6. Cost.
7. Completion date.

### **Proposal Submission**

Proposers shall submit a total of three (3) copies of the sealed proposal documents. Sealed proposal documents may be submitted by mail or hand delivered. Proposals will not be accepted electronically. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

PN 1010  
Attn: Jason Gottgetreu  
City of Silverton  
306 S. Water St.  
Silverton, OR 97381

The City shall not be responsible for the proper handling of any proposal not properly identified, marked and submitted in a timely manner. Proposals received after the date/time for Closing will not be considered for award.

### **Protest of Proposer Selection**

The City will provide to all Proposers a copy of the Intent to Award that was sent to the highest-ranked Proposer. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the City no later than seven (7) calendar days after the date of the Selection Notice as listed on the City's website under "Intent to Award". The City will address all timely submitted award protests that are in accordance with OAR 137-048-0240(2).

Protests shall be in writing and physically received by the City no later than 4:00 p.m. on the seven (7) calendar day after the date of issuance of the Selection Notice.

Address protests to:

PROTEST OF AWARD PN 1010  
Attn: City Manager  
City of Silverton  
306 S. Water Street  
Silverton, OR 97381

### **Evaluation and Selection Process**

An evaluation committee ("Evaluation Committee") consisting of not less than three (3) individuals with expertise in the Project area ("Evaluators") will evaluate proposals and will choose the Proposal that is determined to be in the best interest of the City.

## **V. GENERAL INFORMATION**

### **Public Records**

This proposal will be made a part of a file open to public inspection. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

"This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

Nondisclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law. The above restriction may not include cost or price information, which must be open to public inspection.

Identifying the proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

### **Reimbursement**

All costs for proposal and interviews to secure this project are the proposer's responsibility.

### **Contract Award**

The City will award a contract to the Proposer whose proposal would be most advantageous to the City. The Selected Proposer will be required to assume responsibility for all services outlined in the RFP, whether the Proposer or a representative of the Proposer produces them. The City considers the Selected Proposer responsible for any and all contractual matters.

The Successful Proposer shall be required to execute a contract, an example of which is attached as Exhibit A.

## **VI.PROJECT INFORMATION AND SCOPE OF WORK**

### **Purpose of project:**

The purpose of this contract is to conduct a dam breach inundation analysis on the Silver Creek Dam per OAR 690-020-0120.

The Silver Creek Dam needs an updated inundation analysis. The existing embankment dam is estimated to be 65 feet high and stores approximately 1,300 - 2,250 acre-feet of water.

Any maps and/or documents produced by consultants/contractors will become the property of the City of Silverton and are for the City's use as they deem appropriate. Maps and / or documents produced by consultants/contractors are NOT for their use and/or distribution for any reason whatsoever. As stated previously, the purpose of the work effort associated with this project is to conduct a dam breach inundation analysis on the Silver Creek Dam should there be a Silver Creek dam breach throughout the City of Silverton. The aforementioned maps and/or documents produced from this work effort are to be used for emergency planning.

### **Project Completion Date**

This is an inundation analysis of the Silver Creek Dam. Proposers must submit a proposal to be considered. All project work must be complete within 60 days of the RFP contract award date. There shall be no extensions or payment for work not completed within the target 60 days of the RFP contract award date. All proposals must include a completion date within the specified time frame or illustrate a reasonable alternative timeframe.

### **Examination of Contract Documents and Project Site**

Project Site is located adjacent to the Silverton Marine Park and Reservoir, 4381 Silver Falls Drive NE, Silverton, Oregon, 97381.

Each proposer is solely responsible for thorough review of the RFP documents prior to submittal of proposal. Documents are available on the City of Silverton website, [www.silverton.or.us](http://www.silverton.or.us), or at Silverton City Hall, 306 S. Water St., Silverton, OR.

### **Deliverables**

- A. A complete Dam Breach Inundation Analysis per OAR 690-020-0120. The Dam Breach Inundation Analysis must use a breach time based on dam materials and thickness and other factors that would influence the time it would take for the Dam to breach from internal erosion, overtopping, or displacement. The FINAL REPORT should include, but is not limited to, EXHIBITS / MAPS / GIS DATA which illustrate the level of inundation identified via some type of topographic map (e.g., LiDAR, USGS, etc.) throughout the City of Silverton.
- B. Accepted and hydraulically consistent models must be used to conduct the inundation analysis for significant and high hazard dams, as these will be used in the event of an emergency at the dam. Models developed by the US Army Corps of Engineers including HEC-RAS are the preferred methods of analysis. Other models that use hydrodynamic equations checked for minimum tolerances such

as FLO 2D are also acceptable for conducting dam breach inundation analysis. Information on the specific model used for analysis, dam breach parameters and justification, and all assumptions made for the analysis must be included in the documentation for the inundation analysis.

- C. Inundation analysis for hazard rating of high and significant hazard dams must be conducted with the reservoir at full pool and inflow equal to the 0.2 percent annual exceedance probability flood flow. The analysis must show on a map areas inundated, areas inundated by greater than two (2) feet, and all frequently occupied structures.
- D. The following additional information shall also be required.
  - 1. A sunny day and a PMF inflow analysis as part of the emergency action plan.
  - 2. The inundation mapping must include cross sections with depth and times to flood wave arrival, and must be extended downstream to a location where no significant property damage exists.

#### **Nature of Contract**

This is an inundation analysis of the Silver Creek Dam. Contractors must submit a proposal to be considered. All project work must be complete within 60 days of the RFP contract award date. There shall be no extensions or payment for work not completed within four (4) months of the RFP contract award date. All proposals must include a completion date within the specified time frame.

#### **Scope of Work:**

- 1. Conduct analysis using approved methods outlined in OAR 690-020-0120. The analysis must use a breach time based on dam materials and thickness and other factors that would influence the time it would take for the dam to breach from internal erosion, overtopping, or displacement.

Field work should not be required however, if included this should be specified as to the extent and it is anticipated that any field work would be minimal.

- 2. Use a standard breach time and dimension for an “average” embankment dam.
- 3. Use dam height and storage from design drawings or from dam safety database if not in file.
- 4. Conduct inundation analysis with LiDAR, 10 meter DEM or USGS 7.5 minute map determined elevations. Outside of stream banks, assume uniform elevation changes between contours.
- 5. Use Accepted and hydraulically consistent models must be used to conduct the inundation analysis for significant and high hazard dams, as these will be used in the event of an emergency at the dam. Models developed by the US Army Corps of Engineers including HEC-RAS are the preferred methods of analysis. Other models that use hydrodynamic equations checked for minimum tolerances such as FLO 2D are also acceptable for conducting dam breach inundation analysis. Information on the specific model used for analysis, dam breach parameters and

- justification, and all assumptions made for the analysis must be included in the documentation for the inundation analysis, in consultation with OWRD dam safety engineer.
6. Inundation analysis for hazard rating of high and significant hazard dams must be conducted with the reservoir at full pool and inflow equal to the 0.2 percent annual exceedance probability flood flow. The analysis must show on a map areas inundated, areas inundated by greater than 2 feet, and all frequently occupied structures.
  7. The following additional information shall also be required for newly constructed or modified high hazard rated dams.
    - a. A sunny day and a PMF inflow analysis as part of the emergency action plan.
    - b. The inundation mapping must include cross sections with depth and times to flood wave arrival, and must be extended downstream to a location where no significant property damage exists.
  8. Silver Creek has three (3) existing major bridge structures / crossings of Silver Creek and multiple private bridge crossings of the creek. The RFP response will need to discuss how these existing and private bridge crossings will be accounted for or not, in the event the consultant assumes the smaller bridge crossings will not survive a dam breach, in their analysis.

### **Products**

1. Prior to the final inundation analysis, conduct a 1/2 day analysis with OWRD dam safety engineer, Silverton City Engineer and Project Manager. During this time, agree on assumptions in breach analysis, and explain process and parameters used in the analysis. This includes breach parameters (dimensions), development of the hydrologic model(s), running and calibration of the model, and flood routing.
2. An inundation map for the Silver Creek Dam, using a sunny day and a PMF inflow analysis as part of the emergency action plan. The inundation mapping must include cross sections with depth and times to flood wave arrival, and must be extended downstream to a location where no significant property damage exists. One GIS and one PDF copy of the inundation map must be submitted as part of the analysis.
3. A FINAL REPORT for the dam analysis describing methods, assumptions, flood flow and reservoir storage at dam crest height.

**CITY OF SILVERTON  
CONTRACT FOR GOODS AND  
SERVICES**

**CONTRACT:**

This Contract, made and entered into this \_\_\_\_ day of 2019, by and between the City of Silverton, a municipal corporation of the State of Oregon, hereinafter called "CITY," which term is synonymous with "Buyer" as defined under ORS 72.103(a) and \_\_\_\_\_, hereinafter called "CONTRACTOR" which term is synonymous with "Seller" as defined under ORS Chapter 72, which Contractor is duly authorized to do business in Oregon.

**W I T N E S S E T H**

**WHEREAS**, the CITY requires goods and services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

**WHEREAS**, CONTRACTOR is able and prepared to provide such goods and services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

**IN CONSIDERATION** of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR GOODS AND SERVICES: (Title: \_\_\_\_\_)

A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated \_\_\_\_\_ 201 \_\_, and is attached hereto as Exhibit A.

B. CONTRACTOR'S obligations are defined solely by this Contract and the Invitation to Bid, and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$ \_\_\_\_\_ for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice for all goods provided or services rendered to: City of Silverton, Attention: Accounts Payable, 306 S. Water St., Silverton, OR 97381. City will pay invoice within 30 days upon receipt.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.



3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the CITY the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be \_\_\_\_\_.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be \_\_\_\_\_.

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Silverton, or any partnership or corporation in which a City of Silverton employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR.

Damages for breach shall be those allowed by Oregon law. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. DELIVERY

All deliveries shall be F.O.B. destination with all transportation and handling charged paid by CONTRACTOR. Responsibility and liability for loss or damage shall remain with CONTRACTOR until final inspection and acceptance when responsibility shall pass to the CITY except as to latent defects, fraud, and CONTRACTOR's warranty obligations.

10. INSPECTIONS

Goods furnished under this Contract shall be subject to inspection and test by the CITY at times and place determined by the CITY. If the CITY finds goods furnished to be incomplete or not in compliance with solicitation specifications, the CITY may reject the goods and require CONTRACTOR to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If CONTRACTOR is unable or refuses to cure and defects within a time deemed reasonable by the CITY, the CITY may reject the goods and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the CITY's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

11. WARRANTY

In addition to the warranty requirements in the Invitation to Bid and unless otherwise stated, all good purchased pursuant to this Contract shall be free and clear of any liens or encumbrances and shall be new and carry full manufacturer warranties. CONTRACTOR warrants all goods delivered to be free from defects in labor, material design, and manufacture to be in compliance with specifications set out in the Contract including but not limited to quality, performance and health and safety specifications. All implied and express warranty provisions of the UCC are hereby incorporated by reference.

12. CASH DISCOUNT

If the CITY is entitled to cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

13. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

14. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of goods under this Contract, including without limitation the provisions of ORS 279B.220, 279B.230, and 279B.235. Without limiting the foregoing, CONTRACTOR expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, ORS 659.425 and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Goods and services provided under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements including those of the State Workers' Compensation Division.

15. SAFETY DATA SHEET

CONTRACTOR shall provide the CITY with a Safety Data Sheet defined by OSHA for any goods provided under this Contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use. In addition, CONTRACTOR must label, tag, or mark such goods.

16. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

17. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

18. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

19. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, contractor, or others resulting from or arising out of CONTRACTOR'S acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement.

20. WORKERS' COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

21. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

22. PAYMENT OF MEDICAL CARE

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

23. STANDARD OF CARE

The standard of care applicable to contractor's services will be the degree of skill and diligence normally employed by contractors performing the same or similar services at the time

CONTRACTOR'S services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

24. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries.

25. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Contract are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Contract for any cause.

26. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

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

City of Silverton, a Municipal Corporation

BY: \_\_\_\_\_  
Christy Wurster, City Manager                      Date

CONTRACTOR:

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