

Contract Review Sheet

PW-5182-22

A&E Standard Prof Svcs Agmnt #: PW-5182-22 Amendment #: _____

Contact: Alicia Henry Department: Public Works Department

Phone #: (503) 373-4320 Date Sent: Wednesday, June 14, 2023

Title: ARPA - Brooks-Hopmere Drinking Water Improvement and Wastewater Projects

Contractor's Name: Keller Associates, Inc.

Term - Date From: December 16, 2022 Expires: December 31, 2026

Original Contract Amount: \$447,141.00 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$447,141.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 30-0220 Formal Selection A&E icitation Num

Description of Services or Grant Award

Expand and upgrade the domestic and fire water system in the unincorporated city of Brooks. Work includes the installation of a new community water well, an adequately sized water reservoir, booster pump station, water mains, service connections and fire hydrants in the area that is currently served by the BCSD.

Expand and upgrade the wastewater conveyance and treatment system in the unincorporated city of Brooks. Work includes necessary upgrades to the existing BCSD wastewater treatment plant (lagoon) to accommodate a future traditional gravity-fed sewage collection system. The upgraded wastewater treatment plant will need to be sized to accommodate expanded volumes and sewage concentrations.

Desired BOC Session Date: 7/5/2023 BOC Planning Date: 6/22/2023

Files submitted in CMS: 6/14/2023 Printed packet & copies due in Finance: 6/20/2023

BOC Session Presenter(s) Chris Einmo, Brian Nicholas

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Alicia M Henry 28 June 23
Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Thursday, July 6, 2023, at 9:00 am

Department: Public Works

Agenda Planning Date: June 21, 2023

Time required: 10 Min.

Audio/Visual aids

Contact: Chris Einmo; Brian Nicholas

Phone: x4119

Department Head Signature: Brian Hill

TITLE: Brooks-Hopmere Wastewater and Drinking Water Project - American Rescue Plan Act - Findings for Exemption from Contract Review Board Rules

Issue, Description & Background

In June 2021 Marion County received a federal allocation of \$67M through the American Rescue Plan Act, eligible for public investments such as water and sewer infrastructure (among others). In March 2022, the Board of Commissioners issued a memorandum awarding approximately \$15M in ARPA funding as part of the County's disbursement to construct wastewater and drinking water system improvements for Brooks-Hopmere on behalf of the Brooks Community Service District (BCSD) and its members. The draft Brooks-Hopmere Future Report, presented October 2021, identified necessary improvements to the water and wastewater systems at a conceptual level. Per the Report, the existing systems have inadequate capacity to meet the current and immediate future needs. Additionally the water system is operating on a temporary supply agreement with Chemeketa Community College which is undesirable for both parties, and the BCSD water system currently lacks adequate flow capacity for fire protection. This Report recommends as next steps an engineering and environmental analysis to determine the feasibility and design of infrastructure improvements to address these needs. On October 14, 2022, Marion County released Request For Proposals PW1215-22 soliciting professional consulting services for two subprojects to be performed concurrently under a single contract: (1) Brooks - Hopmere Wastewater Improvement Project - general engineering, environmental studies, property acquisition support, and construction oversight for improvements to the BCSD wastewater treatment facilities and collections system. (2) Brooks - Hopmere Drinking Water Improvement Project - general engineering, water supply evaluation, environmental studies, property acquisition support, and construction oversight to provide a new water supply, reservoir, booster pump station, and improvements to the BCSD water distribution system. ARPA funding timelines require the obligation of all funds by December 31, 2024. The proposed contract is structured to meet these aggressive project deadlines.

Financial Impacts:

This proposed contract of \$447,141 will be paid entirely by the allocated ARPA funds with no local match. This is a budgeted expense within the current fiscal year in the 135 Public Works Grants fund.

Impacts to Department & External Agencies

This contract results in no impacts to other departments. The Brooks Community Service District will benefit from the Project in the form of improved services and reduced operations & maintenance demands.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Options for
Consideration:

1. Execute the attached contract with Keller Associates.
2. Take no action at this time.

Recommendation:

Staff recommend Option 1, allowing the County to carry out the next steps in the Project within the necessary ARPA timelines.

List of attachments:

ARPA State Fiscal Recovery Fund Grant

Presenter:

Chris Einmo; Brian Nicholas

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Camber Schlag, Finance, cschlag@co.marion.or.us
Scott Norris, Legal Counsel, snorris@co.marion.or.us
Alicia Henry, Public Works, ahenry@co.marion.or.us

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT
(Architectural, Engineering, Land Surveying and Related Services)

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is between Marion County, a political subdivision of the State of Oregon, by and through its Public Works Department, (the "Owner"), and:

Company:	Keller Associates, Inc.	Contract #	<u>PW-5182-22</u>
Address:	245 Commercial Street SE, Suite 210	Email:	<u>polsen@kellerassociates.com</u>
City, State Zip:	Salem, OR, 97301		
Phone:	503 364 2002		

(the "Consultant") (collectively Owner and Consultant are referred to as the "Parties"). This Contract is for all Services related to completion of the project more particularly described as follows (the "Project"):

RECITALS

- A. In June 2021, Marion County received a federal American Rescue Plan Act funding, including an award under the Water, Sewer, and Broadband Infrastructure category.
- B. In March 2022, the County Board of Commissioners issued a memorandum allocating the funding to construct new **wastewater and drinking water** infrastructure serving the Brooks Community Service District and the unincorporated cities of Brooks and Hopmere.
- C. On October 14, 2022, Owner issued Request for Proposals RFP PW1215-22 for the project entitled by Owner the Brooks-Hopmere Wastewater and Drinking Water Project (the "Project").
- D. Project consists of three (3) phases, which are expected to be performed concurrently. The Project phases are as follows:
 - a. Phase 1 – General Engineering Services
 - b. Phase 2 – Brooks-Hopmere Wastewater Improvements
 - c. Phase 3 – Brooks-Hopmere Drinking Water Improvements

AGREEMENT

This Contract shall become effective on the date that the Contract is fully executed by the Parties and all required Marion County approvals have been obtained (the "Effective Date"). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on **December 31, 2026**.

Generally, the Services to be performed by Consultant on the Project consist of the following (the "Services"):

Professional engineering services for master planning, design and permitting of water and wastewater improvements within the Brooks Community Service District (BCSD).

Owner agrees to pay Consultant a sum not to exceed **\$447,141** for Services, which shall include all allowable expenses, more specifically described in **EXHIBIT A, Statement of Work**.

Progress payments shall be made in accordance with **EXHIBIT B, Consultant Compensation**.

A. If specified below, Owner's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit I: Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

Assistance Listing #(s) of federal funds to be paid through this Grant: **21.027 American Rescue Plan Act Coronavirus State Fiscal Recovery Fund.**

This Contract consists of these introductory provisions and the signature page(s), Section 1-Relationship of the Parties, Section 2-Consultant's Responsibilities; Representations and Warranties, Section 3-Responsibilities of Owner; Special Contract Provisions, Section 4-General Contract Provisions and the following exhibits attached hereto and incorporated herein by this reference:

EXHIBIT A: Statement of Work
EXHIBIT B: Consultant Compensation
EXHIBIT C: Insurance Provisions
EXHIBIT D: Special Contract Provisions

EXHIBIT E: Critical Date Schedule
EXHIBIT F: Rate Schedule
EXHIBIT G: Assumptions and Exclusions
EXHIBIT H: Appendix II

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTERS ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CANNOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION OR AMENDMENT SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED, OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ALL OF THIS CONTRACT'S TERMS AND CONDITIONS. THIS CONTRACT, AND ANY AMENDMENTS TO IT, MAY BE EXECUTED IN COUNTERPARTS (EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT) OR IN MULTIPLE ORIGINALS.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: Brian Nichl 6/29/2023
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

KELLER ASSOCIATES, INC. SIGNATURE

Authorized Signature: _____
Date

Title: _____

1 RELATIONSHIP OF THE PARTIES

- 1.1 Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervision to achieve Owner's Project objectives.
- 1.2 In administering this Contract, Owner may retain the services of an independent project manager and other consultants as needed to fulfill Owner's objectives.
- 1.3 Consultant shall provide a list of all sub-consultants which Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by Owner. Owner reserves the right to review the Sub-consultants proposed. Consultant shall not retain a Sub-consultant to which Owner has a reasonable objection.
- 1.4 Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Personnel" and individually, the "Key Person"). Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by Owner. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of, Owner, Consultant shall not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or (iii) substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Consultant shall remove any individual or Sub-consultant from the Project if so, directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

2 CONSULTANT'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES

- 2.1 Consultant agrees that:

 - 2.1.1 The phrase "Standard of Care" that is used in this Contract is defined as follows: the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions (the "Standard of Care");
 - 2.1.2 Consultant shall perform all Services in accordance with the Standard of Care;
 - 2.1.3 Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of Consultant;

2.1.4 Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by Consultant at no additional cost to Owner, unless such corrective action is attributable to deficiencies in Owner-furnished information;

2.1.5 Owner's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables, and other documents. Any review or acceptance by Owner will not relieve Consultant of any responsibility for complying with the Standard of Care;

2.1.6 Except as provided in Supplemental Services addressed within Exhibits A and B, Consultant shall, at no additional cost to Owner, render assistance to Owner in resolving problems or other issues relating to the Project design or to specified materials, unless such corrective action is attributable to deficiencies in Owner-furnished information;

2.1.7 During the term of the Contract, Consultant shall obtain, hold, maintain and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services. During the term of the Contract, Owner shall pay for, and Consultant shall obtain, hold, and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract. Consultant shall review the Project site and the nature of the Services and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses; and

2.1.8 Consultant shall pay all Sub-consultants and other subcontractors as required by Consultant's contracts with those Sub-consultants and subcontractors. Consultant agrees that Owner has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project.

2.2 Consultant represents and warrants to Owner that:

2.2.1 Consultant has the power and authority to enter into and perform this Contract; the persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;

2.2.2 When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Consultant;

2.2.3 Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent;

2.2.4 Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;

2.2.5 Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract;

2.2.6 Consultant is, or shall become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project;

2.2.7 All Services shall be performed in accordance with the Standard of Care;

2.2.8 The Project, when completed and if constructed in accordance with the intent established by the drawings, specifications, deliverables and other documents prepared by Consultant pursuant to this Contract, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and

2.3 **Compliance with Coronavirus State Fiscal Recovery Fund.** Consultant shall comply with the requirements of the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31CFR 35.1 et seq.) and other guidance promulgated by the U.S. Department of the Treasury in the execution of the Services.

2.4 **Employee Whistleblower Protection.** Consultant shall comply with 41 U.S.C. 4712, Program for Enhancement of Employee whistleblower Protection. Refer to 41 U.S.C. 4712 for employee whistleblower rights and protections afforded under this Contract.

2.5 **Prevailing Wage Requirements.** The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, when applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act").

2.6 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract or at law.

3 RESPONSIBILITIES OF OWNER; SPECIAL CONTRACT PROVISIONS

Owner's responsibilities under this Contract, and certain additional responsibilities of Consultant, are set forth in Exhibit D-Special Contract Provisions.

4 GENERAL CONTRACT PROVISIONS

4.1 **Contract Performance.** Consultant shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of Services set forth in Exhibits A and E. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. Time is of the essence in the performance of this Contract.

4.2 Access to Records. For not less than ten (10) years after the Contract's expiration or termination, Owner, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than seven (7) years or until all litigation is resolved, whichever is longer. Consultant shall provide Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

4.3 Funds Available and Authorized. Owner reasonably believes as of the Effective Date that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within Owner's appropriation or limitation. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current budget cycle is contingent upon County budgeting and appropriating funds or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

4.4 Insurance. Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance set forth in Exhibit C-Insurance Provisions.

4.5 Indemnity.

4.5.1 CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS OWNER, AND ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES TO THE EXTENT RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES UNDER THIS CONTRACT.

4.5.2 CLAIMS FOR PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS OWNER, AND ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES TO THE EXTENT ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT OR ITS SUB CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT.

4.5.3 Owner Defense Requirements. Notwithstanding the obligations under Sections 4.5.1 and 4.5.2, neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of Marion County, nor purport to act as legal representative of Marion County or any of its agencies, without the prior written consent of Marion County Legal Counsel. Owner may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Consultant is prohibited from defending Marion County; Consultant is not adequately defending Marion County's interests; an important governmental principle is at issue;

or it is in the best interests of Marion County to do so, Marion County reserves all rights to pursue any claims it may have against Consultant if Marion County elects to assume its own defense.

4.5.4 *Owner's Actions.* This Section 4.5 does not include indemnification by Consultant of Owner or their officers, agents, and employees, for the acts or omissions of the Owner or their officers, agents, and employees, whether within the scope of the Contract or otherwise.

4.6 *Consultant's Status.*

4.6.1 Consultant shall perform all Services as an independent contractor. Although Owner reserves the right to set the delivery schedule for the Services to be performed and to evaluate the quality of the completed performance, Owner cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant, Consultant's employees, and the Sub-consultants are not "officers, employees, or agents" of Owner, as those terms are used in ORS 30.265.

4.6.2 Consultant shall not have control or charge of, and shall not be responsible for, the acts or omissions of other consultants or contractors under contract with Owner who are performing services or construction work on the Project. However, this provision does not in any way change Consultant's professional responsibility to report to Owner any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on Owner or the Project.

4.6.3 Consultant is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal, state, or other taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, Consultant certifies that it is not currently employed by the federal government.

4.7 *Successors & Assignments.* The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Consultant shall not enter into any Sub-consultant agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of Owner.

4.8 *Compliance with Applicable Law.* Consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Services. Owner's performance under this Contract is conditioned upon Consultant's compliance with the provisions of ORS 279C.505, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017.

4.9 Governing Law; Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this "Governing Law; Jurisdiction; Venue" section be construed as a waiver by Marion County of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

4.10 Tax Compliance Certification.

4.10.1 By signature on this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of Consultant and that Consultant is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

4.10.2 For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

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

4.12 Force Majeure. Neither party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

4.13 Waiver. The failure of Owner to enforce any provision of this Contract shall not constitute a waiver by Owner of that or any other provision.

4.14 Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against Owner or Consultant. Consultant's Services under this Contract shall be performed solely for Owner's benefit and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of Services hereunder.

4.15 Ownership of Work Product; Confidentiality.

4.15.1 Definitions. As used in this Contract, the following terms have the meanings set forth below:

4.15.1.1 “Consultant Intellectual Property” means any intellectual property that is owned by Consultant and developed independently from this Contract and that is applicable to the Services or included in the Work Product.

4.15.1.2 “Third Party Intellectual Property” means any intellectual property that is owned by parties other than Owner or Consultant and that is applicable to the Services or included in the Work Product.

4.15.1.3 “Work Product” means the Services Consultant delivers or is required to deliver to Owner under this Contract. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports, and other materials, whether completed, partially completed or in draft form.

4.15.2 Work Product. Except as provided in Sections 4.15.3 and 4.15.4, all Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire” or an employment to invent, shall be the exclusive property of Owner. Owner and Consultant agree that such original works of authorship are “work made for hire” of which Owner is the author within the meaning of the United States Copyright Act. To the extent that Owner is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to Owner any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Owner’s reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Owner. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

4.15.3 Consultant Intellectual Property. In the event that Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use Consultant Intellectual Property, for the purposes described in this Contract.

4.15.4 Third Party Intellectual Property. In the event that Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on Owner’s behalf and in the name of Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third-Party Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

- 4.15.5 *Consultant Intellectual Property-Derivative Work.*** In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of Owner to authorize contractors, consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Contract.
- 4.15.6 *Third Party Intellectual Property-Derivative Work.*** In the event that Work Product created by Consultant under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on Owner's behalf and in the name of Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, including the right to authorize contractors, consultants and others to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.
- 4.15.7 *Limited Owner Indemnity.*** To the extent permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.397, Consultant shall be indemnified and held harmless by Owner from liability arising out of re-use or alteration of the Work Product by Owner which was not specifically contemplated and agreed to by the Parties in this Contract or under separate contract.
- 4.15.8 *Consultant Use of Work Product.*** Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications, and calculations on other, unrelated projects.
- 4.15.9 *Confidential Information.*** Consultant acknowledges that it or its employees, Sub-consultants, subcontractors, or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of Owner or Owner's clients. Any and all information provided by Owner and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-consultants, subcontractors or agents in the performance of this Contract shall be deemed to be confidential information of Owner ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that Owner designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by Owner to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than Owner without the obligation of confidentiality; (e) is disclosed with the written consent of Owner; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

4.15.10 Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to Owner under this Contract, and to advise each of its employees, Sub-consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise Owner immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with Owner in seeking injunctive or other equitable relief in the name of Owner or Consultant against any such person. Consultant agrees that, except as directed by Owner, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at Owner's request, Consultant will turn over to Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

4.15.11 Injunctive Relief. Consultant acknowledges that breach of this Section 4.15, including disclosure of any Confidential Information, will give rise to irreparable injury to Owner that is inadequately compensable in damages. Accordingly, Owner may seek and obtain injunctive relief against the breach or threatened breach of this Section 4.15, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Owner and are reasonable in scope and content.

4.15.12 Publicity. Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of Owner.

4.15.13 Security. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of Owner when using, having access to, or creating systems for any of Owner's computers, data, systems, personnel, or other information resources.

4.16 Termination.

4.16.1 Parties Right to Terminate by Agreement. This Contract may be terminated at any time, in whole or in part, by written mutual consent of the Parties.

4.16.2 Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract, in whole or in part, by written notice to Consultant specifying the termination date of the Contract.

4.16.3 Owner's Right to Terminate for Cause. Owner may terminate this Contract immediately, in whole or in part, upon written notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

- 4.16.3.1 In the event the Board of Commissioners of the COUNTY, in the exercise of its reasonable discretion, reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Consultant agrees to abide by any such decision including termination of service;
- 4.16.3.2 Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited, or Owner is prohibited from paying for such Services from the planned funding source;
- 4.16.3.3 Consultant no longer holds all licenses or certificates that are required to perform the Services; or
- 4.16.3.4 Consultant fails to provide Services within the times specified or allowed under this Contract; fails to perform any of the provisions of this Contract; or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures within the time that Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).
- 4.16.4 ***Cessation of Services.*** Upon receiving a notice of termination, and except as otherwise directed in writing by Owner, Consultant shall immediately cease all activities related to the Services or the Project.
- 4.16.5 **Consultant's Right to Terminate for Cause.**
- 4.16.5.1 Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within fifteen (15) calendar days after receiving written notice from Consultant of such failure.
- 4.16.5.2 Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within thirty (30) calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.
- 4.16.6 ***Delivery of Work Product/Retained Remedies of Owner.*** As directed by Owner, Consultant shall, upon termination, promptly deliver to Owner all documents, information, works in progress and other property that are deliverables or would be deliverables if the Contract had been completed. By Consultant's signature on this Contract, Consultant allows Owner to use Work Product and other property for Owner's intended use. The rights and remedies of Owner provided in this Section 4.16 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 4.16.7 ***Payment upon Termination.***
- 4.16.7.1 In the event of termination pursuant to Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2 or 4.16.5, Consultant's sole remedy shall be a claim for the sum designated for accomplishing

the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under Section 4.16.3.1, where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium, consistent with Section 4.3. Within thirty (30) days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by Owner later than thirty (30) days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall promptly refund any excess amount upon demand.

4.16.7.2 In the event of termination pursuant to Sections 4.16.3.3 or 4.16.3.4, Owner shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively or in any order whatsoever. If it is determined for any reason that Consultant was not in default under Sections 4.16.3.3 or 4.16.3.4, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 4.16.2.

4.17 Foreign Contractor. If Consultant is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.

4.18 Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mail, postage prepaid, to Consultant or Owner at the address or number set forth on Exhibit A, or to such other address or number as either party may provide pursuant to this "Notice" section. Any notice delivered by mail shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in Exhibit A and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

4.19 Media Contacts; Confidentiality. Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Owner's prior written authorization.

4.20 Conflict of Interest. Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear to, compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

Exhibits A through H are attached.

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT
EXHIBIT A - STATEMENT OF WORK**

Owner and Consultant agree that the following Services shall be provided by Consultant. Additional services may be added by amendment.

PROJECT DESCRIPTION: The Project will upgrade and expand the wastewater and potable water systems within the unincorporated city of Brooks.

The Project will plan, design, permit, and acquire property as needed for improvements to the existing wastewater utility system of the Brooks Community Service District to convert from hybrid septic to a conventional gravity sewer ("Subproject A"). The Project will include expansion of the wastewater treatment plant (lagoon) to provide treatment and disposal for the converted properties and projected future use.

The Project includes planning, design, and permit services for the expansion and upgrades to the domestic water and fire flow capacity of the existing system of the Brooks Community Service District ("Subproject B"). It is assumed that property will be acquired as needed for these improvements. The work will include installation of new water mains, service connections and fire hydrants currently served by the Brooks Community Service District. Additional work may include a domestic water well(s), water storage reservoir(s), and a booster pump station. Master planning will also involve assisting the County with coordination efforts to determine the feasibility of interconnection with adjacent water purveyors.

Tasks within this Statement of Services are organized as follows:

100-Level Tasks – General Engineering Services – Overall project management, administration and coordination of Consultant Services, meetings, communication, public engagement, land use, planning, financial consulting, general engineering, and related Services.

200-Level Tasks – Subproject A Services – Brooks-Hopmere Wastewater System – Engineering studies, design, permitting, property acquisition, bid support and construction administration.

300-Level Tasks – Subproject B Services – Brooks-Hopmere Water System – Engineering studies, design, permitting, property acquisition, bid support and construction administration.

Consultant may provide Services for some or all Project components according to the tasks described herein and as later amended. Consultant's role and the Services provided by Consultant for each Project phase may depend on the availability of Project funding.

PROJECT PHILOSOPHY: Consultant shall perform professional services for the Project to obtain the greatest long-term value for Marion County, and to result in the prudent expenditure of public funds within the constraints of the Project program, context, and budget. In pursuing these goals, Consultant, with Owner's assistance, shall:

- a. Perform Services that are appropriate for the context of the Project and the nature of its function, both present and future.
- b. Avoid aesthetic effects in the Project design that are disproportionate when compared to the additional benefit to the Project as a whole.
- c. Help manage the Project, so design is completed on time and within budget.
- d. Strive to reduce the construction cost of the Project while keeping in mind the affordability of the life-cycle costs.
- e. At design progress meetings, apprise Owner concerning the economic impact of design decisions.

- f. Document Project requirements and include requirements in the Construction Documents. Respond to Owner comments on Project requirement location.

Representatives of the Parties for this Contract and the Project are:

Consultant: Peter Olsen, PE, Project Manager
Owner: Chris Einmo, Project Manager

Telephone: 503.364.2002
Telephone: 503.566.4119

The Services Consultant shall perform for each phase of the Project are described below:

PHASE 1 – GENERAL ENGINEERING SERVICES

100 – PROJECT MANAGEMENT

Task 100.1 – Project Management

Consultant Responsibilities:

- 100.1.1 **General Project Administration.** General project administration services include contract administration, monthly invoicing, maintaining project schedule, and internal project administration.
- 100.1.2 **Project Coordination.** Consultant may be requested to prepare progress reports or attend or lead project related coordination meetings with the Owner, Brooks Community Service District, or other state agencies.
- 100.1.3 **Presentations or attendance to Brooks Community Service District Board Meetings.** From time to time, Consultant will attend, by invite, the board meetings for the Brooks Community Service District Board. Consultant may present project updates to the board. Consultant will prepare presentation materials and/or handouts as directed.
- 100.1.4 **Presentations or attendance at County Board of Commissioners Meetings.** From time to time, Consultant will attend, by invite, meetings of the County Board of Commissioners. Consultant may present project updates to the Board. Consultant will prepare presentation materials and/or handouts as directed.
- 100.1.5 **Sub-consultant coordination and management.** Consultant will re-engage with sub-consultants and agencies (i.e., Oregon Department of Environmental Quality (DEQ), Oregon Health Authority (OHA), Oregon Water Resource Department (OWRD)) to appropriately summarize current status and update the plan for the three projects for events and information that may be new since the master plan was completed.

Owner Responsibilities:

- Administer project funding.
- Review deliverables in a reasonable time and provide feedback as needed to the Consultant.
- Attend and participate in County Board meetings.

Assumptions:

- Submit documents electronically, unless directed otherwise.
- Assumes an 8-month duration for general project administration.
- Task 100 includes up to 190 hours of project management services.

Deliverables:

- Monthly Invoices
- Monthly Progress Reports
- Meeting agenda and minutes
- Draft and Final presentation material

101 – PUBLIC OUTREACH AND LAND USE

Task 101.1 – Public Outreach and Land Use

Consultant Responsibilities:

- 101.1.1 **Project Management.** Provide task-level project administration services, including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration. This task includes the effort for Board communication for Sub-Consultant.
- 101.1.2 **Community Engagement Strategy and Activities.** At the outset of the project, Consultant will work with Owner staff to prepare, review, and refine a strategy for engaging key stakeholders in the process. These stakeholders are expected to include local property owners, business owners, and other interested parties, particularly those who may be partners in helping fund or implement a community water or wastewater system and/or who are currently served by the existing water system operated by the existing Brooks Community Service District (BCSD), as well as other large water users which may be contemplating development of a wastewater treatment system to serve operations at their site. The Community Engagement Strategy also will describe how we will inform and solicit opinions from the broader community, as needed, including residents, businesses, and property owners within and adjacent to the unincorporated community area. In general, engagement activities are expected to include:
- Use of the County’s website to provide basic information about the project.
 - Use of an interested parties mailing and/or email list to update stakeholders and interested group about our progress or opportunities for engagement.
 - Regular email and phone communication with key stakeholders or partners.
- 101.1.3 **Additional Stakeholder and Agency Coordination.** Consultant will coordinate with other governmental agencies regarding system design and implementation issues. These agencies are expected to include the Oregon Department of Land Conservation and Development, the City of Keizer, the Oregon Water Resources Department, the Oregon Department of Environmental Quality, the Oregon Health Authority, Marion County Health Services, and others as needed. Coordination with these agencies will be geared towards addressing specific issues related to regulatory requirements or other design or implementation issues.
- 101.1.4 **Land Use Planning Assessment.** To the extent that the feasibility studies have impacts on future land use regulations or developments that differ from what current regulations allow, Consultant will conduct needed research, agency coordination, and analysis needed to address these issues. Example issues may include barriers associated with extending facilities outside designated community boundaries, connection of water system to the City of Keizer’s water system, including how that alternative would relate Oregon Statewide Planning Goals and associated statutes and administrative rules, or other issues identified during the course of the study.

101.1.5 **Final Reports and Presentation.** Consultant will prepare and provide a consolidated set of final reports and recommendations associated with the community engagement and land use planning assessment.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Assumes an 8-month duration for general project administration.
- These public outreach and land use services include up to 75 hours of Consultant services.

102 – LAND ACQUISITION AND RELOCATION SERVICES

Task 102.1 – Project Management and Consultation

Consultant Responsibilities:

- 102.1.1 **Project Management.** Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.
- 102.1.2 **Consultation.** Provide general consulting services to guide and direct the land acquisition and relocation portion of the project. This task includes time and effort to guide and direct. More specific tasks will be added by amendment as the scope of services is more defined.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Assumes an 8-month duration for general project administration.
- These land acquisition and relocation support services include up to 56 hours of staff time.

103 – FINANCIAL CONSULTING SERVICES

Task 103.1 – Water and Sewer SDCs

Consultant Responsibilities:

- 103.1.1 **Kickoff.**
- Project setup and monthly billing. Prepare accurate monthly bills that include a report of progress during the billing period.
 - Data request. Prepare a written data request for information needed for the study.
 - Kickoff meeting via video conference with appropriate staff the County to initiate the study.

- Data review and follow-up with County staff as needed to obtain additional data or resolve questions.
- 103.1.2 **Technical Analysis for two SDCs.**
- Calculate growth in demand. Based on data provided, quantify the current customer base and project customer growth for both utilities.
 - Calculate reimbursement fee cost basis. Review data provided on existing water assets (including cost, funding source, and available capacity) and calculate the maximum defensible reimbursement fee cost basis for both utilities.
 - Calculate improvement fee cost basis. Analyze the project list and growth allocations provided and determine the maximum defensible improvement fee cost basis for both utilities.
 - Calculate schedule of SDCs. Make appropriate adjustments to the cost bases and calculate a schedule of water and wastewater SDCs.
 - Video conference to review analysis. Facilitate a video conference with screen-sharing capability to review results of the technical analysis with County staff.
- 103.1.3 **Communication.**
- Draft memorandum. Prepare a draft memorandum that documents all findings and recommendations of the study and submit it to County for feedback.
 - Final memorandum. Revise the draft memorandum based on feedback received from the County and deliver the final version.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Assumes an 8-month duration for general project administration.
- These land acquisition and relocation support services include up to 154 hours of Sub-consultant services and 34 hours of consulting services.

PHASE 2 – BROOKS-HOPMERE WASTEWATER IMPROVEMENT PROJECT

200 - BROOKS – HOPMERE WASTEWATER STUDY

Task 200.1 – Project Management

Consultant Responsibilities:

- 200.1.1. **Project Management.** Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.
- 200.1.2. **Kickoff Meeting.** Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the study, discuss any missing data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Previously established planning criteria will also be reviewed during the Kickoff Meeting. Representatives from the DEQ will be invited to the kickoff meeting.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide funding administration services, if any.

Assumptions:

- Project management budget assumes a planning schedule of up to 8 months.
- Monthly Board meeting attendance is covered in a separate task order.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Funding administration services and funding acquisition support is not included in this scope of work.

Task 200.2 – Data Acquisition & Facility Tours

Consultant Responsibilities:

- 200.2.1. **Request for Information, Data Collection, and Review.** This task was completed as a part of the previous project prior to pausing for a new solicitation. Additional information will be required throughout the study. Informal requests will be provided by the Consultant to the Owner as the need for additional information is identified. The new information will be processed, and any follow-up requests provided to the Owner if required.
- 200.2.2. **Site Tour.** Consultant will complete a site tour with Owner's operation staff of the treatment plant, to assess general conditions, interview Owner staff, and update notes on known and observed problems. This site tour is anticipated to take 2 hours. It is assumed that a new pump test will not be required and that data from the previous efforts is still valid.

Owner Responsibilities:

- Provide requested data within two weeks of request.
- Complete any field work and provide sampling/testing, if required.
- Provide access to facilities and records.
- Provide operations and maintenance staff for questions as needed.

Assumptions:

- No surveying or field work beyond the facility tours are included in this scope.
- The site tour is limited to visual observations and is not intended to be a comprehensive inspection. Consultant will not enter confined spaces. Structural and electrical engineering reviews are not included in the scope of work but could be completed as an additional service.
- Consultant shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Owner, other agencies and stakeholders, and information from public records, without the need for independent verification.

Deliverables:

- Request(s) for Information

Task 200.3 – Project Planning

Consultant Responsibilities:

- 200.3.1. This task was completed as a part of the previous project prior to pausing for a new solicitation. It is assumed that the previously established planning criteria are still valid and will be used for the rest of the study, including the evaluations and recommendations. The technical memorandum, “Brooks-Hopmere Wastewater Feasibility Study Planning Criteria” (April 2022), documents the previous project’s efforts. This information in this memorandum will be summarized and discussed during the project kickoff meeting.
- 200.3.2. **Draft Plan Section.** Incorporate the technical memorandum into the draft facility plan report.

Owner Responsibilities:

- Review the previously approved technical memorandum.
- Provide review and comments of this report section.

Assumptions:

- Planning criteria will not be substantially changed from the previously approved technical memorandum. Substantially changing planning criteria will result in rework which can be completed as an additional service.
- If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.

Deliverables:

- Draft Project Planning Facility Plan Section.

Task 200.4 – Existing Facilities Evaluation

Consultant Responsibilities:

- 200.4.1 **Base Map.** Update, if needed, previously created existing system base map, showing the location of key facilities, pipelines, and basin boundaries. Create a schematic process layout of the existing treatment plant showing major process components.
- 200.4.2 **History.** Document wastewater treatment plant history and system description to reflect the flow and water quality data, discharge monitoring records (DMRs), and current condition of plant equipment and facilities, and current operating practices.

- 200.4.3 **Wastewater System Management Classification, Operators, and License.** Provide a brief write-up of the system required licensing and current operator license information.
- 200.4.4 **Conditions Assessment.** Based on facility tour, information from Owner's staff, and available information, document existing physical conditions deficiencies. Collection system pipe information will be summarized by pipe material and age (if available). Review findings with Owner, and address Owner's comments prior to finalizing the technical memorandum.
- 200.4.5 **Evaluation.** Using plant data, compare actual treatment plant performance to expected performance.
- 200.4.6 **Draft Plan Section.** Prepare draft section write-up.

Owner Responsibilities:

- Provide review and input on draft study section.

Deliverables:

- Draft Existing Facilities Section.

Task 200.5 – Need for System Improvements

Consultant Responsibilities:

- 200.5.1 **Health, Sanitation, and Security.** Summarize concerns and relevant regulations or correspondence from/to state and federal agencies.
- 200.5.2 **Aging Infrastructure.** Incorporate summary findings of conditions assessment of assets and summarize available pipeline age/material information. Summarize the following:
- Unit performance issues, deficiencies, and useful life.
 - Existing system reliability per DEQ and EPA guidelines.
 - Ability to meet current and potential future effluent limits and other regulatory requirements.
 - Approximate system-wide Infiltration and Inflow (I/I).
- 200.5.3 **Reasonable Growth.** Using the design flow and loading information, document the reasonable growth capacity that is necessary to meet needs during the planning period.
- 200.5.4 **Potential Expansion of Lineage Logistics Site.** Potential expansion of vacant portions of this site and resulting system impacts will be assessed at a high level.
- 200.5.5 **Draft Plan Section.** Prepare draft section write-up. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

Deliverables:

- Draft section of report summarizing need for project.

Task 200.6 – Collection System Alternatives Evaluation

Consultant Responsibilities:

- 200.6.1 **Description of Alternatives.** Evaluate alternative improvements to correct existing and anticipated future deficiencies and meet the target planning criteria. These are anticipated to include conversion of the entire system to gravity or requiring new system connections to connect with a gravity system. Evaluate alternative pump manufacturers for existing STEP system connections and make recommendations on whether to stay with one allowable manufacturer or allow for multiple manufacturers for replacement or new construction. Additional refinement of pipeline alternatives is anticipated to occur in future predesign tasks associated with these projects. Benefits and drawbacks will be summarized for each alternative. A “no action” alternative will also be considered.
- Alternatives will also consider the potential expansion of development at the Lineage Logistics Site and possible opportunities for a coordinated effort between Lineage and the Owner for development of a new wastewater system.
- 200.6.2 **Alternative Cost/Benefit Analysis.** Assist in comparing benefits, drawbacks, and costs of the two main alternatives. This will include life cycle cost analysis. Discuss non-monetary factors such as operations, maintenance, sustainability, and impacts on adjoining lands. Life-cycle costs will be provided that include capital cost, operations, and maintenance for a 30-year life cycle evaluation.
- 200.6.3 **Site Plan/Schematics.** Provide concept level plans (plan view only) showing the recommended alignments of the collection system pipelines and the approximate location of lift stations to service users within the planning area. Planning level rim and invert elevations will be shown with readily available data/mapping. Concept plan will reflect potential growth within the planning area in approximating pipeline depths and sizes.
- 200.6.4 **Environmental Impacts.** A summary of the preliminary environmental screening of the collection system alternatives will be developed. Improvement projects will address climate, land use, floodplain, wetlands, water quality, rivers, wild, cultural resources, flora, and fauna.
- 200.6.5 **Land Requirements.** Discuss the property needed for alternatives.
- 200.6.6 **Potential Construction Problems.** Discuss possible construction challenges for collection system alternatives.
- 200.6.7 **Sustainability Considerations.** Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.
- 200.6.8 **Resiliency Plan.** Evaluate and make recommendations for improving existing system tank and pipe network to be resilient to emergency breaks, new connections, and construction phasing. Recommendations should include a list of potential projects/improvements to improve existing system resiliency (e.g., additional valves).
- 200.6.9 **Draft Plan Section.** Prepare draft collection system alternatives write-up. Final document to have Owner’s comments incorporated.
- 200.6.10 **Review Meeting.** Consultant and Owner staff will meet to review the results of this task.

Owner Responsibilities:

- Provide a review of the alternatives considered and input on selection criteria and ultimate selection of preferred alternative.

- Provide background information on Statewide Planning Goals and how they apply to this element of the project. Consultant will evaluate the consistency of alternatives with local and state land use planning requirements, including consistency with the Oregon Statewide Planning Goals and associated statutes and administrative rules. For example, Consultant will coordinate with local and state agency staff to determine if any of the options evaluated in this task would necessitate an exception to any Statewide Goals.
- Participate and provide facilities for the Consultant/Owner staff meeting.

Assumptions:

- The scope of this study does not include an Environmental Information Document or associated environmental investigations and fieldwork.
- The chosen alternatives will be prioritized based on need and benefit to the Owner to address existing and 20-year projected needs.
- Cost estimating will be AACE Class 5 (planning level cost estimates).
- Plan sheets, non-wastewater utilities, and easements/ROW information will not be shown on the site plan/schematics.

Deliverables:

- Consultant and Owner staff meeting agenda and minutes.
- Draft write-up for the collection system alternatives. Final document to have Owner's comments incorporated.

Task 200.7 – Treatment Plant Alternatives Evaluation

Consultant Responsibilities:

- 200.7.1 **Description.** Develop a list of treatment plant improvement alternatives that address improving effluent water quality, vulnerability, safety, and redundancy. The primary focus for the treatment plant alternatives will be to address the result of the collection system alternatives. Where improvements are not relatively straightforward, evaluate up to three pre-screened alternatives as agreed on by Consultant and Owner staff as part of Task 200.6, and which will service the collection system alternatives.
- 200.7.2 **Alternative Cost/Benefit Analysis.** Assist in comparing benefits, drawbacks, and costs of the two main alternatives. This will include life cycle cost analysis. Discuss non-monetary factors such as operations, maintenance, sustainability, and impacts to adjoining lands. Life-cycle costs will be provided that include capital cost, operations, and maintenance for a 20-year life cycle evaluation.
- 200.7.3 **Site Plan/Schematics.** Develop a master plan concept map or figures for selected alternatives.
- 200.7.4 **Environmental Impacts.** A summary of the preliminary environmental screening of the treatment system alternatives will be developed. Improvement projects will address climate, land use, floodplain, wetlands, water quality, rivers, wild, cultural resources, flora, and fauna.
- 200.7.5 **Land Requirements.** Discuss any property needed for alternatives.
- 200.7.6 **Potential Construction Problems.** Discuss possible construction challenges for treatment system alternatives.

- 200.7.7 **Sustainability Considerations.** Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.
- 200.7.8 **Draft Plan Section.** Prepare draft section write-up.
- 200.7.9 **Review Meeting.** Lead a meeting with Consultant and Owner staff to review treatment system alternatives. This meeting will be combined with the workshop for the collection system alternatives.

Owner Responsibilities:

- Provide review of the alternatives considered and input on selection criteria and ultimate selection of preferred alternative.
- Participate and provide facilities for the meeting.

Assumptions:

- The chosen alternatives will be prioritized after the analysis based on need and benefit to the Owner to address existing and 20-year projected needs.
- Cost estimating will be AACE Class 5 (planning level cost estimates).

Deliverables:

- Meeting agenda and minutes.
- Draft write-up for the treatment system alternatives. Final document to have Owner's comments incorporated.

Task 200.8 – Recommended Alternatives

Consultant Responsibilities:

200.8.1 Capital Improvement Plan (CIP).

- Summarize recommended improvements.
- Prepare planning level cost estimates for recommended improvements.
- Estimate the portion of each capital improvement project cost that is attributed to 20-year growth for System Development Charge (SDC) eligibility.

200.8.2 **Preliminary Project Schedule.** Summarize costs for 6-year, 10-year, and 20-year needs.

200.8.3 **Permit Requirements.** Discuss what permits may be needed for the recommended improvements.

200.8.4 **Sustainability Considerations.** Summarize how the priority improvement projects will enable the Owner to serve its customers and be able to operate and maintain the system. Discuss how the projects will accommodate green infrastructure and efficiencies.

200.8.5 **Organization and Staffing Requirements.** Summarize recommended staffing requirements as required for regulatory compliance or as reported by the Owner.

200.8.6 **Review Meeting.** Lead a meeting with the Consultant and Owner staff to review an overall summary of the alternatives and recommendations.

200.8.7 **Draft Plan Section.** Prepare draft section write-up. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on recommended alternatives section.
- Participate and provide facilities for the meeting.

Assumptions:

- Evaluation of operational staffing levels is not included as part of this study but can be provided as an additional service.
- The scope excludes a detailed user rate analysis, including evaluation of individual rate structures, cost-of-service evaluations, and connection fee studies. These services can be provided as an additional service.
- The scope excludes financing options for the recommended projects.
- The Consultant's opinions of probable cost represent the Consultant's judgment as an experienced and qualified design professional. Since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other Consultant's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the contractor.

Deliverables:

- 6-, 10- and 20-year capital improvement plan (tabular format, organized by priority).
- An estimate of SDC eligibility for each capital improvement.
- Draft recommended alternatives section. Final document to have Owner's comments incorporated.

Task 200.9 – Draft and Final Wastewater Facilities Planning Study

Consultant Responsibilities:

- 200.9.1 **Draft Facilities Planning Study.** Compile draft write-ups for the various tasks into a wastewater-facilities planning study. An executive summary will be included as part of the plan. The executive summary will provide a high-level review of the important elements of the plan. Appendices will be created that include all pertinent supporting documentation.
- 200.9.2 **Review Meeting.** Lead a meeting with the Consultant and Owner staff to review the draft planning document.
- 200.9.3 **Prepare Presentations for Open House.** Prepare and present presentations on facilities planning study for up to two open house meetings. The meetings will be targeted to key local stakeholders, Owner staff, and other coordinating agency staff.
- 200.9.4 **Prepare Presentation for County Board of Commissioners.** Prepare and present presentation on facilities planning study for one Board meeting.
- 200.9.5 **Address Owner Comments.** Comments will be incorporated into a final document.
- 200.9.6 **Finalize Facilities Planning Study.** Address final Owner and County Board comments and submit for agency review.
- 200.9.7 **Submit Draft to DEQ.** Submit the plan to Oregon DEQ and respond to comments from the DEQ. Effort for one round of review comments is budgeted.
- 200.9.8 **Address Agency Comments.**

200.9.9 **Prepare Final Study.**

200.9.10 **County Board of Commissioners Approval Meeting.** Prepare final study for acceptance by County Board of Commissioners (If needed).

Owner Responsibilities:

- Review and comment on the final draft plan in a timely manner.
- Pay agency review fees, if applicable.
- Participate and provide facilities for review meeting workshop. Provide public notice as required. Assist in addressing board comments.

Deliverables:

- An electronic copy (PDF format) of the Draft Master Plan Report.
- Two hard copies and one electronic copy (PDF format) of the Final Master Plan Report.
- Project meeting agendas and minutes.
- One presentation in PowerPoint and PDF format.

PHASE 3 – BROOKS-HOPMERE DRINKING WATER IMPROVEMENT PROJECT

300 - BROOKS – HOPMERE WATER STUDY

Task 300.1 – Project Management

Consultant Responsibilities:

300.1.1 **Project Management.** Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.

300.1.2 **Kickoff Meeting.** Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the study, discuss any missing data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Previously established planning criteria will also be reviewed during the Kickoff Meeting.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide funding administration services, if any.

Assumptions:

- Project management budget assumes a planning schedule of up to 8 months.
- Monthly Board meeting attendance is covered in a separate task order.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Funding administration services and funding acquisition support is not included in this scope of work.

Task 300.2 – Data Acquisition & Facility Tours

Consultant Responsibilities:

- 300.2.1 **Request for Information, Data Collection, and Review.** This task was completed as a part of the previous project prior to pausing for a new solicitation. Additional information will be required throughout the study. Informal requests will be provided by the Consultant to the Owner as the need for additional information is identified. The new information will be processed, and any follow-up requests provided to the Owner if required.
- 300.2.2 **Site Tour.** Consultant will complete a site tour with Owner’s operation staff of the existing well, to assess general conditions, interview Owner staff, and update notes on known and observed problems. This site tour is anticipated to take 2-hours. It is assumed that a new pump test will not be required and that data from the previous efforts is still valid.

Owner Responsibilities:

- Provide requested data within two weeks of request.
- Complete any field work and provide sampling/testing, if required.
- Provide access to facilities and records.
- Provide operations and maintenance staff for questions as needed.

Assumptions:

- No surveying or field work beyond the facility tours are included in this scope.
- The site tour is limited to visual observations and is not intended to be a comprehensive inspection. Consultant will not enter confined spaces. Structural and electrical engineering reviews are not included in the scope of work but could be completed as an additional service.
- Consultant shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Owner, other agencies and stakeholders, and information from public records, without the need for independent verification.

Deliverables:

- Request(s) for Information

Task 300.3 – Project Planning

Consultant Responsibilities:

- 300.3.1 This task was completed as a part of the previous project prior to pausing for a new solicitation. It is assumed that the previously established planning criteria are still valid and will be used for the rest of the study, including the evaluations and recommendations. The technical memorandum, “Brooks-Hopmere Water Feasibility Study Planning Criteria” (April 2022), documents the previous project’s efforts. This information in this memorandum will be summarized and discussed during the project kickoff meeting.
- 300.3.2 **Draft Plan Section.** Incorporate the technical memorandum into the draft facility plan report.

Owner Responsibilities:

- Review the previously approved technical memorandum.
- Provide review and comments of this report section.

Assumptions:

- Planning criteria will not be substantially changed from the previously approved technical memorandum. Substantially changing planning criteria will result in rework which can be completed as an additional service.
- If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.

Deliverables:

- Draft Project Planning Facility Plan Section.

Task 300.4 – Existing Facilities Evaluation

Consultant Responsibilities:

- 300.4.1 **Base Map.** Update, if needed, previously created existing system base map, showing the location of key facilities and pipelines.
- 300.4.2 **History.** Document water treatment plant history and system description to reflect the demands, recent OHA reports, and current condition of well facility, and current operating practices.
- 300.4.3 **Water System Management Classification, Operators, and License.** Provide a brief write-up of the system required licensing and current operator license information.
- 300.4.4 **Conditions Assessment.** Based on facility tour, information from Owner's staff, and available information, document existing physical conditions deficiencies. Distribution system pipe information will be summarized by pipe material and age (if available). Review findings with Owner, and address Owner's comments prior to finalizing the technical memorandum.
- 300.4.5 **Draft Plan Section.** Prepare draft section write-up.

Owner Responsibilities:

- Provide review and input on draft study section.

Deliverables:

- Draft Existing Facilities Section.

Task 300.5 – Need for System Improvements

Consultant Responsibilities:

- 300.5.1 **Health, Sanitation, and Security.** Summarize concerns and relevant regulations from state and federal agencies.
- 300.5.2 **Existing System.** Summarize existing system conditions assessment of assets and summarize existing pipeline age/material information.
- 300.5.3 **Reasonable Growth.** Discuss and document growth capacity to meet needs during planning period. Facilities proposed to be constructed to meet future growth needs will be summarized in a separate task.
- 300.5.4 **Compliance with State and Federal Regulations.** Summarize existing deficiencies with state and federal regulations. Also summarize deficiencies in meeting established planning criteria.

300.5.5 **Draft Plan Section.** Prepare draft section write-up. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

Deliverables:

- Draft section of report summarizing need for project.

Task 300.6 – Storage Alternatives Evaluation

Consultant Responsibilities:

- 300.6.1 **Water Storage Evaluation.** Estimate current and future operational, peaking, emergency, and fire storage needs based on planning criteria. Consider delivery capacities of pumping facilities and control valves in identifying potential storage and delivery deficiencies within individual pressure zones.
- 300.6.2 **Evaluation of Storage Alternatives.** Consultant will evaluate up to two storage alternatives for a future community system.
- 300.6.3 **Land Requirements.** Discuss property needed for alternatives.
- 300.6.4 **Cost/Benefits Analysis.** Compare benefits, drawbacks, and costs of alternative.
- 300.6.5 **Draft Plan Section.** Prepare draft section writeup. Final document to have Consultant's and Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

Assumptions

- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- The results of this evaluation will be discussed at the review meeting under Task 200.9.
- Operating and peaking storage needs for the community will be completed using assumed peaking factors.

Deliverables:

- Draft storage alternatives section.

Task 300.7 – Distribution System Recommendations

Consultant Responsibilities:

300.7.1 **Proposed Distribution System.**

- i) Description of distribution mains needed for service area.
- ii) Water Model Development. Use existing base mapping, record drawings, water demand projections, and assumptions about water system needs to develop a system model.

- iii) Exercise computer model to develop system with pressures between 40 PSI and 80 PSI. Evaluate system against fire flow planning criteria. Evaluate system head losses and pipe velocities to avoid potential transmission bottlenecks.
- 300.7.2 **Site Plan/Schematics.** Provide concept level plans (plan view only) showing the recommended alignments of the distribution pipelines within the planning area.
- 300.7.3 **Cost Estimate.** Provide a cost estimate for the potential distribution system layout.
- 300.7.4 **Draft Plan Section.** Prepare draft section write-up. Final document to have Consultant's and Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

Assumptions

- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- The scope of this study does not include a boundary or topographic survey for the study area, nor does it include a survey of the existing utility locations. Distribution system will be approximated based on the best information or assumptions made at the time the task is performed.
- The results of this evaluation will be discussed at the review meeting under Task 200.9.
- Plan sheets, valve and hydrant locations, non-water utilities, and easements/ROW information will not be shown on the site plan/schematics.

Deliverables:

- Draft study section.

Task 300.8 – Source Alternative Evaluation: Community Well Evaluation

Consultant Responsibilities:

- 300.8.1 Identify and Summarize the Path Forward for a Community Well System incorporating “Groundwater Source Feasibility Study” (GSI, April 2022)
- 300.8.2 **Cost/Benefits Analysis.** Develop planning-level cost estimates for land acquisition, well pump, mechanical, electrical, wellhouse, site preparation, treatment system, or any other related infrastructure elements (connection to a water distribution system). Compare benefits, drawbacks, and costs of alternative including operational and staffing level impacts.
- 300.8.3 **Draft Plan Section.** Prepare draft section writeup. Final document to have Consultant's and Owner's comments incorporated.
- 300.8.4 **Water Right Alternatives**
 - Identify road map for permitting and fatal flaws for developing permit and/or water right transfer, including evaluation of existing water use of Oregon Potato wells (i.e., determine consumptive water use). Incorporate additional information from BHC regarding potential water rights acquisition from Oregon Potato or others.
 - Evaluate potential pumping interference conditions from candidate well sites.
 - Develop New Groundwater Permit
 - Pre-application meeting with OWRD
 - Develop and submit a new groundwater application for municipal use.

300.8.5 Source Alternatives Evaluation

- New Well
 - Support the evaluation and selection of candidate well sites (starting with areas previously identified as lower risk of potential water rights and/or setback constraints).
 - Evaluate OWRD/OHA well setback requirements for candidate wells.
 - Prioritize candidate well sites based on potential constraints to water rights, setbacks, and groundwater quality.
 - Develop planning-level cost estimates for land acquisition, well pump, mechanical, electrical, wellhouse, site preparation, treatment system, or any other related infrastructure elements (connection to a water distribution system).
- Irrigation to Municipal Well Conversion (Oregon Potato Wells)
 - Prior study identified that 6 of the 8 Oregon Potato irrigation wells meet construction standards for a municipal supply well.
 - Engage with OHA/OWRD to determine if there are potential impediments to converting these wells from irrigation/industrial to potable use sources from a construction basis.
 - Evaluate OWRD/OHA well setback requirements for candidate wells.
 - Desktop evaluation of well conditions, sanitary conditions, available water quality and pumping data and potential use of candidate wells.
 - Develop cost estimates for bringing well(s) online as new municipal sources.
 - Develop scope and cost estimates to perform additional well performance testing and water quality sampling in candidate Oregon Potato wells.
- Interconnection with City of Keizer.
 - Desktop evaluation and description of water right considerations related to receiving water from City of Keizer as wholesale customer.
 - Review would not include evaluation of land use considerations related to distribution of potable water from Keizer to Brooks-Hopmere.

Owner Responsibilities:

- Provide review and input on draft study section.
- Identify alternatives related to acquisition of water right via transfer (e.g., portion of Oregon Potato water rights)

Assumptions

- The Owner will pay all OWRD fees and costs associated with the groundwater permit application fees and review, including through OWRD's reimbursement authority as needed. Estimated OWRD fees for the application and review are \$3,000 (this assumes adding two points of appropriation to the application). OWRD fees are anticipated to increase on July 1, 2023.
- Source evaluations do not include a new surface water supply or advanced groundwater treatment to remove regulated constituents of concern.
- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- The results of this evaluation will be discussed at the review meeting under Task 200.9.

Deliverables:

- Draft community well evaluation section.

Task 300.9 – Source Alternative Evaluation: Connection to Neighboring System

Consultant Responsibilities:

- 300.9.1 **Meetings with City of Keizer on Viability of Alternative.** Owner and Consultant to meet with the elected and/or staff representatives of the City of Keizer for up to two (2) times to discuss the potential for supplying water to the Brooks-Hopmire Community. The purpose of the meetings will be to understand the political, planning, public works, potential connection fees, delivery constraints, and engineering feasibility of this alternative.
- 300.9.2 **Summarize Capacity of Neighboring Systems.** Consultant will use publicly available water data (such as water master plans) and data that the neighboring city provides. This summary will include a summary of the neighboring system's disinfection process, or lack thereof, and summarize the impact this may have on the Brooks-Hopmire system.
- 300.9.3 **Cost/Benefits Analysis.** Compare benefits, drawbacks, and costs of alternative including operational and staffing level impacts.
- 300.9.4 **Review Meetings.** Lead one meeting with the Consultant and Owner staff to review an overall summary of the results of Tasks 300.5, 300.6, 300.7, and 300.8 (in addition to the meetings with the City of Keizer described above). Lead up to two other review meetings with the Board of Commissioners, County staff, and/or regulatory staff.
- 300.9.5 **Draft Plan Section.** Prepare draft section writeup. Final document to have Consultant's and Owner's comments incorporated.

Owner Responsibilities:

- Support in coordination with the City of Keizer
- Provide review and input on draft study section.

Assumptions

- Task 101 will identify and summarize the path forward in the context of statewide planning goals.
- Task 101 will provide background information on Statewide Planning Goals and how they apply to this project. Task 101 will evaluate the consistency of this option with local and state land use planning requirements, including consistency with the Oregon Statewide Planning Goals and associated statutes and administrative rules. For example, Consultant will coordinate with local and state agency staff to determine if this option would necessitate an exception to any Statewide Goals. Based on the outcome of this assessment, Consultant will advise on path moving forward in the context of Statewide Planning Goals.
- Evaluation of the neighboring systems (including hydraulic modeling) is not included in this scope of work.
- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- Evaluation of operational staffing levels is not included as part of this study but can be provided as an additional service.
- The scope excludes a detailed user rate analysis, including evaluation of individual rate structures, cost-of-service evaluations, and connection fee studies. These services can be provided as an additional service.

- The scope excludes financing options for the recommended projects.

Deliverables:

- Draft connection to neighboring system section.

Task 300.10 – Recommendations

Consultant Responsibilities:

- 300.10.1 **Summary of Recommended Alternatives.** Summarize recommended improvements with planning level cost estimates for recommended improvements.
- 300.10.2 **Roadmap for Next Steps.** Provide next steps to achieving the recommended alternative. This will include tentative timelines associated with the steps.
- 300.10.3 **Review Meeting.** Lead one meeting with Owner staff to review an overall summary of the recommended alternatives, selected improvements, and budget implications.
- 300.10.4 **Draft Plan Section.** Prepare draft section writeup. Final document to have Consultant's and Owner's comments incorporated.

Owner Responsibilities:

- Provide review and input on draft study section.

Deliverables:

- Draft recommendations section.

Task 300.11 – Draft and Final Water Study

Consultant Responsibilities:

- 300.11.1 **Draft Study.** Compile study sections from each task into one report. Include an executive summary that will provide a high-level review of important elements of the study. Include appendices for supporting documentation.
- 300.11.2 **Review Meeting.** Lead one meeting with the Consultant and Owner staff to review draft study.
- 300.11.3 **Prepare Presentations for Open House.** Prepare and present presentations on study for up to two open house meetings. The meetings will be targeted for key local stakeholders, Owner staff, and other coordinating agency staff.
- 300.11.4 **Prepare Presentation for County Board of Commissioners.** Prepare and present presentation on feasibility study for one Board meeting.
- 300.11.5 **Address Review Comments.** Comments will be incorporated into the final document.
- 300.11.6 **Prepare Final Study.**
- 300.11.7 **County Board of Commissioners Approval Meeting.** Prepare final study for acceptance by County Board of Commissioners (if needed).

Owner Responsibilities:

- Organize project meetings with stakeholders.
- Provide meeting space for all project meetings.

Assumptions

- Submission of the study to Oregon Health Authority is not included in this scope.

Deliverables:

- An electronic copy (PDF format) of the Draft Water Study.
- Two hard copies and one electronic copy (PDF format) of the Final Water Study.
- Open House presentation in PowerPoint and PDF format.
- County Board of Commissioner's presentation in PowerPoint and PDF format.

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT**

EXHIBIT B - CONSULTANT COMPENSATION

B.1 BASIS OF COMPENSATION

B.1.01 Owner shall compensate Consultant for the performance of Services set forth in Exhibit A, as follows:

Consultant shall perform the Services for: a maximum, not-to-exceed price of **\$447,141**.

Although individual task budgets may be exceeded, the total authorized budget amount shall not be exceeded without written authorization from Owner. For time and materials tasks, compensation will be according to Keller Associates' standard billing rates updated annually in January.

PHASE 1 – GENERAL ENGINEERING SERVICES	Cost	Type
Task 100 – Project Management	\$ 41,200	T&M
Task 101 – Public Outreach and Land Use	\$ 42,600	T&M
Task 102 – Land Acquisition and Relocation Services	\$ 8,920	T&M
Task 103 – Financial Consultant Services	\$ 34,631	T&M
Subtotal	\$ 127,351	

T&M: Time and Materials, LS: Lump Sum

PHASE 2 – BROOKS-HOPMERE WASTEWATER IMPROVEMENT PROJECT	Cost	Type
200 – BROOKS – HOPMERE WASTEWATER STUDY		
Task 200.1 – Project Management	\$ 8,030	LS
Task 200.2 – Data Acquisition & Facility Tours	\$ 4,160	LS
Task 200.3 – Project Planning	\$ 3,165	LS
Task 200.4 – Existing Facilities Evaluation	\$ 15,310	LS
Task 200.5 – Need for system improvements	\$ 6,800	LS
Task 200.6 – Collection System Alternatives Evaluation	\$ 32,615	LS
Task 200.7 – Treatment Plant Alternatives Evaluation	\$ 30,830	LS
Task 200.8 – Recommended Alternatives	\$ 14,000	LS
Task 200.9 – Draft and Final WWFPS	\$ 29,360	LS
Subtotal	\$144,270	

T&M: Time and Materials, LS: Lump Sum

PHASE 3 – BROOKS-HOPMERE DRINKING WATER IMPROVEMENT PROJECT	Cost	Type
300 - BROOKS – HOPMERE WATER STUDY		
Task 300.1 – Project Management	\$ 12,500	LS
Task 300.2 – Data Acquisition & Facility Tours	\$ 7,290	LS
Task 300.3 – Project Planning	\$ 4,770	LS
Task 300.4 – Existing Facilities Evaluation	\$ 4,500	LS
Task 300.5 – Need for system improvements	\$ 4,200	LS
Task 300.6 – Storage Alternatives	\$ 8,315	LS
Task 300.7 – Distribution System Recommendations	\$ 27,200	LS
Task 300.8 – Community Well Evaluation	\$ 49,145	LS
Task 300.9 – Connecting to Neighboring System	\$ 20,690	LS
Task 300.10 – Recommendations	\$ 17,840	LS
Task 300.11 – Draft and Final Water Feasibility Study	\$ 19,070	LS
Subtotal	\$175,520	

T&M: Time and Materials, LS: Lump Sum

TOTAL	\$447,141
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B.1.02 Payments for Services and Reimbursable Expenses shall be made monthly, following Owner's review and approval of detailed invoices submitted by Consultant and acceptance of the Services or approval of Reimbursable Expenses by Owner. Owner shall make payments only after Owner's receipt and approval of (i) Consultant's detailed monthly invoice as described in Section B.1.05, and (ii) all reports, designs, certificates, and documents covered by the invoice. Payments are subject to the provisions of ORS 293.462.

B.1.03 Reimbursable Expenses, as described in Section B.2, are defined as the direct costs expended by Consultant, Consultant's employees and Sub-consultants for performance of Services rendered to complete the Project. The estimated dollar amounts for each of the identified Reimbursable Expense items are as follows:

1	Travel Related Expenses	
2	General Reimbursable Expenses	
Total		

It is understood that the actual total amount payable for each individual Reimbursable Expense item may be more or less than the estimate above, however, the total amount of all Reimbursable Expenses shall not exceed the maximum amount stated in Section B.1.01 for

Reimbursable Expenses without a Contract amendment. Payments for Reimbursable Expenses shall be identified and tracked on monthly invoices according to the expense items listed above.

B.1.04 Consultant shall not submit invoices for, and Owner will not pay, any amount in excess of the maximum, not to exceed amount payable under this Contract set forth in Section B.1.01. If this amount is increased by Contract amendment, the amendment must be effective before Consultant performs Services subject to the amendment. Consultant shall notify Owner's Representative identified in this Contract in writing of the expiration of the Contract, thirty (30) days prior to such expiration. No payment will be made for any Services performed prior to the Effective Date or after the expiration date of the Contract.

B.1.05 Consultant shall submit monthly invoices for Services performed. To be processed for payment by Owner, the invoices shall include the following basic information:

- a. The correct name of Owner's authorized representative
- b. Invoice date
- c. Date range during which the Services being invoiced for were provided
- d. The last invoice submitted on the Project must be clearly labeled "Final Invoice"
- e. Original Contract total, not to exceed amount broken out by: Basic Services, Supplemental Services released to date by line item, and Reimbursable Expenses separated by two categories of Travel Expenses and General Reimbursables
- f. Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item F, showing the revised Contract amounts
- g. Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item F
- h. Amounts being invoiced for in the current invoice and broken out the same way as in item F, with a roll up of a "Total Amount Billed For This Invoice" line item amount
- i. Balances Remaining after receipt of payment for the current invoice broken out the same way as in item F

Consultant shall describe all Services performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into to line-item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoices for Basic Services under a specific Phase shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Phase that the amount invoiced represents. Invoice amounts for authorized fixed price Supplemental Services shall indicate the Supplemental Service, its contract reference number, the total amount of the fixed price Supplemental Service, and the total percentage and related dollar amount of the fixed price Supplemental Service completed by the end of the current invoice period, less the total dollar amount previously billed for, with the balance representing the total amount being currently billed for. Invoices for authorized Supplemental Services based on a not to exceed amount shall set forth the number of hours worked by Consultant's personnel on the identified Service, describe the Services performed by each such personnel in detail on a daily basis, and set forth the rate of compensation for each of such personnel as set forth in EXHIBIT F.

Consultant shall send invoices to Owner's Representative identified in this Contract, using the following address:

Marion County Public Works Department
Attn: Chris Einmo
5155 Silverton Road NE, Building 1
Salem, OR 97305

Consultant shall not indicate or invoice for any past due amounts in the current invoice. All such notifications of a past due amount must be handled by a separate Statement of Account.

Owner shall have the right to reject any invoice which does not have the proper information as required by this section without incurring penalty liabilities for late payment.

- B.1.06 Owner and Consultant agree in accordance with the terms and conditions of this Contract that:
- a. If the scope of the Project or the Services are changed materially, Consultant shall request in writing an amendment to the Contract before additional Services are provided and before compensation is adjusted. All legally required approvals must be obtained for any Contract amendment before the amendment is effective and before Services may be performed or payment made under the amendment.
 - b. Consultant's fee for preparing routine change orders adding or deleting Services from the Project shall be included in the maximum not-to-exceed amount for Basic Services stated in Section B.1.03.
 - c. Upon Owner's request and without additional compensation, Consultant shall make such revisions to completed Contract Documents as are necessary to correct errors or omissions appearing therein, in accordance with the standard of care described in Section 2.1.1 of Consultant's Responsibilities; Representations and Warranties.

B.2 REIMBURSABLE EXPENSES

B.2.01 Reimbursable Expenses are in addition to compensation for Services and shall not exceed the maximum amount stated in Section B.1.03 without prior authorization by Owner. This amount is separated into two categories, Travel Expenses and General Reimbursable Expenses, as outlined below. Reimbursable Expenses include actual, allowable and reasonable expenditures made by Consultant and Consultant's employees in performing the Services required in Exhibit A. Reimbursable Expenses must be evidenced by copies of actual third-party invoices or receipts delivered to Owner to qualify for reimbursement and are limited to the types of actual expenses listed below.

- a. General Reimbursable Expenses consist of:
 - i. Long distance communications.
 - ii. Reproductions, postage and handling of drawings and specifications and other documents, excluding reproductions of drawings, specifications and other documents used by Consultant and Consultant's sub-consultants.
 - iii. Data processing and photographic production techniques when used in connection with Supplemental Services.
 - iv. Third-party models and mockups requested by Owner.
 - v. The printing of master or reproducible sets of plans and project manuals including specifications.
 - vi. Plan check fees.
- b. Travel Expenses:

All travel shall be allowed only when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the Owner. The travel must comply with all the requirements set forth in this section and must be for official Marion County business only. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount stated in Section B.1.01.

Current approved rates are as follows:

- i. Mileage. Mileage for travel in a private automobile, while Consultant is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, will be reimbursed at a rate of 65.5 cents per mile. To qualify for mileage reimbursement, Consultant must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated, whichever is greater. No mileage reimbursement will be paid for the use of motorcycles or mopeds.
- ii. Meals. Receipts are required for reimbursement.

Owner will not pay any mark up over actual allowable reimbursement costs. Any costs associated with recordkeeping or labor to create reproductions of receipts is considered indirect overhead and therefore part of Consultant's Professional Hourly Rates.

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EXHIBIT C - INSURANCE PROVISIONS

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County Not required by County.
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by County Not required by County.
- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County Not required by County.
- Minimum Limits:
- \$1,000,000 Per occurrence limit for any single claimant; and

- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

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EXHIBIT D - SPECIAL CONTRACT PROVISIONS

B.1 RESPONSIBILITIES OF OWNER

B.1.01 Owner's Project budget shall include contingencies for design, bidding, changes in the Work during construction, and other costs described below.

B.1.02 Owner, at Owner's sole option, may retain an inspector to inspect the Project in order to protect Owner's interests. The costs of the inspector are to be paid by Owner and the inspector shall serve at the pleasure of Owner. When retained by Owner, the inspector's duties are not to be interpreted as conflicting with the duties of Consultant or relieving Consultant of any responsibility or duty incurred under this Contract, nor may the inspector act as Consultant's agent.

B.1.03 Owner shall be responsible for payment of all plan check fees, review fees, permit fees, taxes, development charges, or any other costs related to obtaining governing bodies' approval for construction of the Project.

B.2 PROJECT RESPONSIBILITIES

B.2.01 Consultant shall prepare a schedule of its activities through all phases of the Project. Consultant shall schedule and prepare agendas for all meetings which involve Consultant's Services. Consultant shall chair such meetings and shall record and distribute minutes, in a format and level of detail acceptable to Owner, of decisions and actions to attendees.

B.2.02 Consultant shall confirm firsthand, through site investigations of the observable circumstances and existing conditions, the critical issues that may impact design criteria and shall not rely solely on furnished As Built documents. Consultant shall practice the standard of care in use of the combination of As Built drawings and field data collection which, if used solely for the design process without confirmation, create conflicts on site.

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**EXHIBIT E - CRITICAL DATE SCHEDULE
Schedule of Deliverables**

PHASE 1 – GENERAL ENGINEERING SERVICES	
Task 100 – Project Management	Monthly
Task 101 – Public Outreach and Land Use	
Task 102 – Land Acquisition and Relocation Services	
Task 103 – Financial Consultant Services	8 months from NTP
PHASE 2 – BROOKS-HOPMERE WASTEWATER IMPROVEMENT PROJECT	
200 - BROOKS – HOPMERE WASTEWATER STUDY	
Task 200.1 – Project Management	
Task 200.2 – Data Acquisition & Facility Tours	1 month from NTP
Task 200.3 – Project Planning	1 month from NTP
Task 200.4 – Existing Facilities Evaluation	2 months from NTP
Task 200.5 – Need for System Improvements	
Task 200.6 – Collection System Alternatives Evaluation	5 months from NTP
Task 200.7 – Treatment Plant Alternatives Evaluation	5 months from NTP
Task 200.8 – Proposed Projects (Recommended Alternatives)	6 months from NTP
Task 200.9 – Draft and Final WWFPS	8 months from NTP
PHASE 3 – BROOKS-HOPMERE DRINKING WATER IMPROVEMENT PROJECT	
300 - BROOKS – HOPMERE WATER STUDY	
Task 300.1 – Project Management	
Task 300.2 – Data Acquisition & Facility Tours	1 month from NTP
Task 300.3 – Project Planning	1 month from NTP
Task 300.4 – Existing Facilities Evaluation	2 months from NTP
Task 300.5 – Need for System Improvements	
Task 300.6 – Storage Alternatives	4 months from NTP
Task 300.7 – Distribution System Recommendations	4 months from NTP
Task 300.8 – Community Well Evaluation	4 months from NTP
Task 300.9 – Connecting to Neighboring System	4 months from NTP
Task 300.10 – Recommendations	6 months from NTP
Task 300.11 – Draft and Final Water Feasibility Study	8 months from NTP

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EXHIBIT F - RATE SCHEDULE

Keller Associates	Maximum Hourly Rate*
Project Engineer I	\$130
Project Engineer II	\$170
Project Engineer III	\$220
Project Manager I/II	\$170
Project Manager III	\$225
CAD I/II	\$130
CAD III	\$150
CAD Manager	\$180
Electrical/Controls I/II	\$170
Electrical/Control III	\$220
Principal	\$275
Engineering Student	\$75
Administration I	\$90
Administration II	\$110

**Rates reported are for 2023. Rates updated annually in January.*

Reimbursable Expenses at Cost x 1.05

SUB-CONSULTANT RATE SCHEDULE**	
Land Acquisition and Relocation	Maximum Hourly Rate*
Principal	\$270
Project Manager	\$135
Project Control Specialist	\$90
Financial Analysis	Maximum Hourly Rate*
Principal	\$295
Project Manager	\$220
Staff Analyst	\$155
Administration	\$95
Land Use & Planning	Maximum Hourly Rate*
Principal in Charge	\$205
Project Manager	\$230
Planner	\$140
Project Associate	\$110
Project Admin/Assistant	\$100
Hydrogeologist	Maximum Hourly Rate*
Principal	\$245
Supervisor	\$215
Manager	\$190
Consultant	\$150
Project Geologist	\$140
GIS	\$170
Editor/Documents	\$140
Project Admin	\$120

**Rates reported are for 2023. Rates updated annually in January.*

***Sub-consultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

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EXHIBIT G - ASSUMPTIONS AND EXCLUSIONS

- Consultant shall be entitled to rely on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.
- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

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**EXHIBIT H – APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR
NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- See §200.322 Domestic preference for procurements.
- Audit Requirements of 2 CFR §200.5XX (Subpart F)
 - Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.
 - Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.
- System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.
- Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors, and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector

General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

- **Civil Rights Compliance.** Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93- 112, as amended by Public Law 93- 516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.
- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.
- **Real Property, Equipment and Other Capital Expenditures.** County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]