

Contract Review Sheet

PW-5069-22 (3)

A&E Standard Prof Svcs Agmnt #: PW-5069-22 Amendment #: 3

Contact: Alicia Henry Department: Public Works Department

Phone #: 503-373-4320 Date Sent: Tuesday, May 2, 2023

Title: ARPA - North Santiam Canyon Sewer Project

Contractor's Name: Keller Associates, Inc.

Term - Date From: September 30, 2022 Expires: December 31, 2026

Original Contract Amount: \$60,960.00 Previous Amendments Amount: \$1,913,020.00

Current Amendment: \$182,907.00 New Contract Total: \$2,095,927.00 Amd% 3338%

☐ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# 1130

Description of Services or Grant Award

Amendment 3 - adds \$182,907 for additional project management services (Task 100), Land acquisition and Relocation Services (Task 103) and Financial Advisory (Task 104).

Desired BOC Session Date: 5/31/2023 BOC Planning Date: 5/18/2023

Files submitted in CMS: 5/10/2023 Printed packet & copies due in Finance: 5/16/2023

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by: <u>Camber Schlag</u> C6B2F3DF267F444...	<u>5/11/2023</u>		
Finance - Contracts	Date	Contract Specialist	Date
DocuSigned by: <u>Jane E Vetto</u> D0CF65B04B0F483...	<u>5/12/2023</u>	DocuSigned by: <u>Jan Fritz</u> DC16361248DE4EC...	<u>5/12/2023</u>
Legal Counsel	Date	Chief Administrative Officer	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, May 31, 2023, at 9:00 am

Department: Public Works

Agenda Planning Date: 5/11/2023

Time required: 5 min.

☐ Audio/Visual aids N/A

Contact: Chris Einmo

Phone: x4119

Department Head Signature:

DocuSigned by:

Brian Nicholas

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TITLE

Consider Approval of Amendment No. 3 to Professional Service Contract PW-5069-22 with Keller Associates, Inc. for the North Santiam Sewer Project.

Issue, Description & Background

Marion County received \$50,000,000 in American Rescue Plan Act (ARPA) funds from the State of Oregon for the design, permitting and construction of the North Santiam Sewer Project. Marion County has agreed to deliver the project on behalf of the North Santiam Sewer Authority (NSSA) and its member cities. On May 20, 2022, the county selected a consultant team led by Keller Associates, Inc. to provide a comprehensive suite of engineering and other professional services to deliver the project. This is a large, multi-phase project with aggressive expenditure deadlines driven by ARPA funding requirements. Therefore, for expediency, the full scope of services needed to deliver the full project will be executed in a series of amendments to the original consultant services agreement, ensuring that early critical-path activities proceed without delay. On October 7, 2022, the county executed contract PW-5069-22 with Keller. Amendment No. 1 was executed on October 7, 2022 and Amendment No. 2 was executed on November 28, 2022.

Amendment No. 3 adds property acquisition support, financial analysis services, and additional support for joint Marion-Linn County coordination.

Financial Impacts:

This amendment will increase the contract value by \$182,907 from \$1,913,020 to \$2,095,927, all of which will be paid using federal ARPA funds with no local funding match. This is a budgeted expense in the current fiscal year in the 135 Public Works Grants fund.

Impacts to Department & External Agencies

This amendment results in no impacts to other departments and serves to advance the North Santiam Sewer Project on behalf of the cities of Mill City, Gates, Detroit and Idanha.

Options for Consideration:

- 1) Approve Amendment No. 3 to contract PW-5069-22, enabling critical-path work to proceed, or
- 2) Take no action at this time.

Recommendation:

Staff recommends Option 1, approval of Amendment No. 3 to contract PW-5069-22.

List of attachments:

Amendment No. 3 to contract PW-5069-22, the Contract for Services between Marion County and Keller Associates

Presenter:

Chris Einmo; Brian Nicholas

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



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Copies to:

Alicia Henry, ahenry@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT PW-5069-22

Date: May 2, 2023
To: Chief Administrative Officer
Cc: Contract File
From: Alicia Henry

I. Subject: Amendment Exceeds 25%

DIPS CODE: 135-40-42-461-4603-534500-105830 105831 809.002

Budget Authority: ☒ Yes ☐ No

CIP: 23-325/326

The Marion County Public Works Department is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Keller Associates, Inc. for ARPA - North Santiam Canyon Sewer Project with a value of \$1,913,020.00 and an additional \$182,907.00 will be added to the contract for a new contract total of \$2,095,927.00 upon approval.

A. BACKGROUND

Marion County received \$50,000,000 in American Rescue Plan Act (ARPA) funds from the State of Oregon for the design, permitting and construction of the North Santiam Sewer Project. Marion County has agreed to deliver the project on behalf of the North Santiam Sewer Authority (NSSA) and its member cities. On May 20, 2022, the county selected a consultant team led by Keller Associates, Inc. to provide a comprehensive suite of engineering and other professional services to deliver the project. This is a large, multi-phase project with aggressive expenditure deadlines driven by ARPA funding requirements. Therefore, for expediency, the full scope of services needed to deliver the full project will be executed in a series of amendments to the original consultant services agreement, ensuring that early critical-path activities begin without delay. On October 7, 2022, the county executed contract PW-5069-22 with Keller and Amendment No. 1 was executed on October 7, 2022. Amendment 2 was executed on December 12, 2022. Subsequent phases of work will be awarded to the consultant as the project progresses.

B. CURRENT AMENDMENT PURPOSE

Amendment No. 3 adds additional project management services, land acquisition and relocation services and financial advisory.

JUSTIFICATION

The initial contract consisted of a \$60K fast-start contract, which enabled work on this time-sensitive project to begin quickly. Amendment 1 added an additional amount of \$67,680, for a contract total of \$128,640. Amendment 2 added an additional amount of \$1,784,380, for a contract total of \$1,913,070 and Amendment 3 conforms to the Request for Proposal and


awarded contract phased approach and will add an additional \$182,907, to ensure the project will meet ARPA requirements and deadlines. This conforms to the contracting plan for this project.

C. BUDGET IMPACTS


1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? ☒ Yes ☐ No
2. If yes, amount \$5,515,700 Program / Account 461-534500
3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:
 - a. Amount: \$ _____
 - b. Managed with anticipated savings– explain why and from what costing:

 - c. Will require a supplemental budget request – provide the expected funding source and costing:
 - i. Funding Source: _____
 - ii. Costing: _____


Submitted by:

DocuSigned by:

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 Alicia Henry
 Public Works Department


Reviewed by:

DocuSigned by:

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 Contracts & Procurement

Acknowledged by:

DocuSigned by:

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 Department Head

Acknowledged by:

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 Jan Fritz, CAO



**AMENDMENT 3 to PW-5069-22
the CONTRACT FOR SERVICES
between
MARION COUNTY and KELLER ASSOCIATES**

This is Amendment No. 3 to the Contract for Services (as amended from time to time, the “Contract”), dated September 30, 2022, between Marion County, a political subdivision of the State of Oregon, hereafter called County or Owner, and Keller Associates, hereafter called [Contractor]Consultant.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

AGREEMENT

Owner agrees to pay Consultant a sum not to exceed \$2,095,927 ~~[1,913,020.00]~~ for Phase 1, 2, and 4 Services, which shall include all allowable expenses, more specifically described in **EXHIBIT A, Statement of Work**.

**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 construct new sanitary sewer infrastructure in the North Santiam River Canyon of Marion and Linn Counties in Oregon. Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant to serve the cities of Mill City and Gates, including improvements to existing Mill City sewer collection infrastructure, construction of a new sewer main to serve Gates and construction of new sanitary sewer collection infrastructure within Gates. Project will construct the proposed sanitary sewer infrastructure pending the availability of adequate construction funding.

The Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant and sewer collection systems to serve the cities of Detroit and Idanha. Project will construct the proposed infrastructure pending adequate availability of construction funding.

The Project will also design, permit, acquire property and construct commercial-scale community septic systems to serve the commercial core of Detroit to support economic recovery of the area.

Tasks within this Statement of Services are organized as follows:

100-Level Tasks – Phase 1 Services – Overall project management, administration and coordination of Consultant Services, meetings, communication, public engagement, general engineering and related Services.

200-Level Tasks – Phase 2 Services – Mill City / Gates Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.

300-Level Tasks – Phase 3 Services – Detroit / Idanha Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.

400-Level Tasks – Phase 4 Services – Detroit Interim Commercial Septic Systems – Engineering, design, permitting, property acquisition, stakeholder engagement, bid support and construction oversight.

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 life-cycle costs affordable.
- 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**

Telephone: **503.364.2002**

Owner: **Brian Nicholas, PE, PW Director**

Telephone: **503.930.8502**

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 County, North Santiam Sewer Authority, or other state agencies.
- 100.1.3 Presentations or attendance to North Santiam Sewer Board Meetings. From time to time, Consultant will attend, by invite, the board meetings for the North Santiam Sewer Board. Consultant may present project updates to the board. Consultant will prepare presentation materials and/or handouts as directed.

Owner Responsibilities:

- Administer project funding.

Assumptions:

- Submit documents electronically, unless directed otherwise.
- Assumes a 6-month duration for general project administration.
- Task 1 includes up to 212 hours of project management services.

Deliverables:

- Monthly Invoices
- Monthly Progress Reports
- Meeting agenda and minutes

Task 100.2 – County Board of Commissioners Support Services

Consultant Responsibilities:

- 100.2.1. Presentations to County Commissioners. Consultant will present to the County Commissioners at a regularly scheduled Board of Commissioners Meeting on up to [two] three occasions. Consultant will prepare presentation materials and/or handouts. The [two] three presentations will tentatively occur in the months of November 2022, [and] December 2022, and March 2023 and will have the following purpose:

Presentation #1 – Within one month after effective date of contract. Summarize the current status of Mill City’s interim sewer improvement project and this Project. Develop an affirmative plan with Consultant’s recommendations on how both projects can be advanced as efficiently and economically as possible to serve both the City’s and this Project’s needs. Summarize next steps and projected schedule.

Presentation #2 – Within two months after effective date of contract. Follow up visit, if necessary, to answer additional questions or present on additional items requested by County/County Commissioners.

Presentation #3 – Within six months after effective date of contract. Attend and present at a Joint Special Work Session for Marion County and Linn County Commissioners, to provide an introduction and update on the project and answer additional questions or present on additional items requested by County/County Commissioners.

Consultant will re-engage with sub-consultants [(i.e. GSI, SWCA)] and agencies (i.e. Oregon DEQ, US Forest Service) 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:

- Review deliverables in a reasonable time and provide feedback as needed to the Consultant.
- Attend and participate in board meetings.

Assumptions:

- Presentations are in-person at the County offices.

Deliverables:

- Draft presentation material
- Final presentation material

101 – STRATEGIC PERMITTING PLAN

Task 101.1 – Project Management and Administration

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.
- 101.1.2. Consultant Coordination. Coordinate services to complete the Strategic Environmental Permitting Plan.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of the draft Strategic Permitting Plan.

Assumptions:

- Project management budget assumes a task order schedule of up to 3 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 101.2 – Data Review, Preliminary Agency Coordination, and Data Gaps Identification

Consultant Responsibilities:

- 101.2.1. Consultant shall review available project information, including background, concept development and current plan/design information for the North Santiam Canyon Wastewater Master Plan (Master Plan). Consultant will conduct a desktop review of the Master Plan area to identify potential resources affected and locate existing available data. Using this information, Consultant will compile a list of potential issues and data needs for the project. Consultant will check and refine the understanding of those issues by initiating preliminary, informal discussions with the anticipated permitting agencies to understand their concerns and permitting needs for the project. The intent of these discussions will be to identify the agencies' specific resource concerns, to understand permitting requirements and obligations, and discuss options for permitting efficiencies, such as using programmatic agreements. Consultant will also preliminarily identify which federal agencies may have a National Environmental Policy Act (NEPA) requirement for the Master Plan and/or specific projects or phases that are part of the plan (due to their jurisdiction, land ownership, or funding) and whether a single joint NEPA document could be used to support multiple federal decisions.

Task 101.3 – Strategic Permitting Plan

Consultant Responsibilities:

Based on information obtained in Task 101.2, Consultant will prepare a draft Strategic Permitting Plan. The draft Strategic Permitting Plan will include:

- Project permitting schedule and general cost estimate.
- Summary of environmental permits and approvals needed
- Summary of initial pre-scoping discussions with agencies
- List of potential resources affected and existing available data

- List of potential permitting issues and data needs (based on desktop analysis and agency discussions)
- List of design needs to complete permitting
- Summary of potential opportunities for permitting efficiencies
- Estimated timeline to complete permitting
- Estimated general cost to complete permitting

Consultant will revise and finalize the Strategic Permitting Plan based on one consolidated review by Consultant and Owner.

Assumptions:

- Consultant will conduct up to three coordination conference calls with Owner to provide updates, receive additional information/clarifications, etc.
- Permitting agencies for informal, pre-scoping coordination will be: US Forest Service, US Army Corps of Engineers, US Fish and Wildlife Service, National Marine Fisheries Service, Oregon Department of Environmental Quality, Oregon Department of Fish and Wildlife, Oregon Department of State Lands, Oregon Department of Transportation, and Marion County. Outreach to agencies will consist of email or telephone contact. Consultant will make a reasonable effort get information from agencies within the available time and consistent with the level of effort budgeted.
- “Environmental permits and approvals” do not include easements or rights-of-way with utilities, ODOT, or federal agencies.
- Permitting requirements related specifically to wastewater treatment/infiltration requirements will be addressed through a separate task order.
- One review of the draft Strategic Permitting Plan will be conducted. The Strategic Permitting Plan will be revised based on one consolidated set of review comments. Consultant intends for the Strategic Permitting Plan to be a “living document”, updated and adapted as the project planning and subsequent design and permitting efforts progress.
- No Owner board meeting presentations

Deliverables:

- Draft Strategic Permitting Plan
- Final Strategic Permitting Plan

102 – SUBSURFACE EXPLORATION

Task 102.1 – Project Management and Administration

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. Coordination. Coordinate services to complete the permitting and subsurface investigations.

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.
- Project management budget assumes a task order schedule of up to 24 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 102.2 – Subsurface Investigation Program

The purpose of subsurface investigation is to collect soil and groundwater data that can be used to: (1) assess whether a candidate site can infiltrate the required volume of treated wastewater, (2) inform facility predesign, (3) evaluate facility permitting framework (WPCF required), and (4) evaluate compliance with DEQ's groundwater protection rules. The subsurface investigation program involves excavating test pits to measure soil infiltration rates and observe soil types, installing monitoring wells to measure aquifer properties, collecting soil and groundwater samples, and one year of groundwater and surface water level monitoring. This task includes management, planning and execution of the subsurface investigation program comprised of two subtasks:

- Subtask 102.2.1 – Mill City / Gates Subsurface Investigation
- Subtask 102.2.2 – Detroit / Idanha Subsurface Investigation

Owner Responsibilities:

- This scope of work does not include effort to identify domestic water wells in the vicinity of the proposed infiltration facility (which would likely involve a door-to-door survey and review of households that are connected to City water). Owner is responsible for this effort, if it is needed, and for incorporating the information obtained into the final report.

Assumptions:

- Subsurface investigations will occur on private or public [i.e., U.S. Forest Service (USFS)] property that is not owned by Owner. Owner and Consultant will work collaboratively to gain access to these sites for the purpose of performing site evaluation work. In general, Owner is responsible for the execution of site access agreements with property owners and Consultant is responsible for coordination with property owners regarding schedule for accessing the property, discussing access routes, and reporting results to the property owner.
- Test pitting and infiltration testing will be limited to four days in the Detroit/Idanha area (up to 10 test pits) and five days in the Gates/Mill City area (up to 18 test pits).
- Monitoring wells and temporary borings will target discrete horizons in the glacial till geologic unit that are related to the depth to groundwater and the contact between glacial till and bedrock. Because there is limited information about the geology and depth to groundwater at the candidate sites, the costs for drilling are based on assumptions about the depths of monitoring wells and temporary borings. Where field conditions differ from those assumed and where such differences result in increased field costs that exceed the established budget for this task, an equitable adjustment to the contract value will be made by contract amendment.
- In the Gates/Mill City area, it is assumed that monitoring wells will be 100 feet deep, one temporary boring will be advanced to the top of the water table at 80 feet below ground surface (bgs), and another temporary boring will be advanced to the top of bedrock at 200 feet bgs.
- In the Detroit/Idanha area, we have assumed that monitoring wells will be 80 feet deep (2 wells) or 200 feet deep (3 wells), and two temporary borings will be advanced to the top of bedrock at 100 feet bgs.
- Drilling costs could change if: (1) driller costs change (quotes are typically only good for 30 days due to "instability of commodity costs") or (2) the assumed construction of wells and borings

changes based on the geology of the site. It is assumed that casing advance is not necessary to keep the bedrock hole open during drilling of the monitoring well in the Detroit/Idanha area. An amendment may be necessary if casing must be advanced to keep the hole open at this well and if such costs exceed the agreed upon task budget.

- Subsurface exploration work, including digging of test pits, geotechnical drilling and installation of subsurface monitoring equipment, is not subject to Davis-Bacon or BOLI prevailing wages.

Subtask 102.2.1 – Mill City / Gates Subsurface Investigation

Subsurface investigation in the Gates/Mill City area includes the following activities:

- 102.2.1.1. Work Plan. Develop a work plan for the subsurface investigation that includes a specific plan for excavating and infiltration testing at up to 18 test pits (at Site 1 through Site 4) and a general plan for installing monitoring wells (which will be refined with an addendum upon selection of a site for the monitoring wells). The Work Plan will include procedures for soil classification, soil/groundwater sampling, infiltration testing, and aquifer testing.
- 102.2.1.2. Excavate Test Pits and Measure Infiltration Rate. Prepare for the field event, including development of a Health and Safety Plan (HASP) that meets Occupational Safety and Health Administration (OSHA) standards and oversight of a utility locating contractor to clear test pits for subsurface utilities. Oversee excavation of up to eighteen (18) test pits to a depth of 12 to 15 feet below ground surface (bgs) or refusal by a backhoe; log soils in general accordance with Unified Soil Classification System (USCS) visual-manual procedures; collect soil samples for analysis of physical soil characteristics in a laboratory; conduct infiltration tests in each test pit using a single-ring infiltrometer at depths to be chosen based on the nature of subsurface soils (shallow and deep soil horizons will be targeted); analyze test data to calculate an effective saturated hydraulic conductivity of the soils; collect one soil sample at each site and analyze for soil quality (volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and metals at Apex Labs, Tigard, Oregon, and multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); summarize results in a brief technical memorandum to facilitate site selection for deep soil investigation.
- 102.2.1.3. Temporary Borings and Monitoring Well Construction and Testing. Develop a conceptual design for monitoring wells; install and develop three (3) groundwater monitoring wells and two (2) temporary borings by an Oregon-licensed driller; log soils in general accordance with USCS visual-manual procedures; collect soil samples for analysis in a laboratory; analyze soil samples taken from the borings for particle size distribution (12 samples), particle density testing (6 samples), water content (60 samples), and saturated hydraulic conductivity (9 samples); perform a slug test at each monitoring well to evaluate aquifer properties (hydraulic conductivity and storage); collect a groundwater sample from one well (VOCs, SVOCs, PAHs, PCBs and metals at Apex Labs, Tigard, Oregon, and a multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); analyze test data to calculate aquifer parameters; survey and record the coordinates of monitoring wells (latitude, longitude, and vertical elevation).
- 102.2.1.4. Groundwater Level Monitoring. Equip each well with a Solinst pressure transducer and datalogger to continuously monitor water levels (including a single barologger to record barometric pressure); download data from the dataloggers and manually measure water levels at the monitoring wells quarterly for a year.

- 102.2.1.5. Estimate Infiltration Volume. Use an analytical model such as MOUNDSOLV or other suitable software to estimate the volume of water that can be infiltrated through an infiltration basin.
- 102.2.1.6. Reporting. Develop technical memoranda documenting the field investigation and results.

Deliverables:

- Draft and Final Subsurface Investigation Work Plan.
- Final Infiltration Testing and Test Pit Excavation Technical Memorandum.
- Draft and Final Subsurface Investigation Technical Memorandum.
- Groundwater Level Monitoring Technical Memorandum.

Subtask 102.2.2 – Detroit / Idanha Subsurface Investigation

Subsurface characterization in the Detroit/Idanha area includes the following activities:

- 102.2.2.1. Work Plan. Develop a work plan for the subsurface characterization that includes a specific plan for excavating and infiltration testing at up to 10 test pits (at the McCoy and Detroit Ranger Station sites), and a general plan for installing monitoring wells (which will be refined with an addendum upon selection of a site for the monitoring wells). The Work Plan will include procedures for soil classification, soil/groundwater sampling, infiltration testing, and aquifer testing.
- 102.2.2.2. Excavate Test Pits and Measure Infiltration Rate. Prepare for the field event, including development of a Health and Safety Plan (HASP) that meets Occupational Safety and Health Administration (OSHA) standards and oversight of a utility locating contractor to clear test pits for subsurface utilities. Oversee excavation of up to ten (10) test pits to a depth of 12 to 15 feet below ground surface (bgs) or refusal by a backhoe; log soils in general accordance with Unified Soil Classification System (USCS) visual-manual procedures; collect soil samples for analysis of physical soil characteristics in a laboratory; conduct infiltration tests in each test pit using a single-ring infiltrometer at depths to be chosen based on the nature of subsurface soils (shallow and deep soil horizons will be targeted); analyze test data to calculate an effective saturated hydraulic conductivity of the soils; collect one soil sample at each site and analyze for soil quality (volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and metals at Apex Labs, Tigard, Oregon, and multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); summarize results in a brief technical memorandum to facilitate site selection for the deep soil investigation.
- 102.2.2.3. Temporary Borings and Monitoring Well Construction and Testing. Develop a conceptual design for monitoring wells; install and develop five (5) groundwater monitoring wells and two (2) temporary borings by an Oregon-licensed driller; log soils in general accordance with USCS visual-manual procedures; collect soil samples for analysis in a laboratory; analyze soil samples taken from the borings for particle size distribution (12 samples), particle density testing (6 samples), water content (60 samples), and saturated hydraulic conductivity (9 samples); perform a slug test at each monitoring well to evaluate aquifer properties (hydraulic conductivity and storage); collect a groundwater sample from one well (VOCs, SVOCs, PAHs, PCBs and metals at Apex Labs, Tigard, Oregon, and a multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); analyze test data to

- calculate aquifer parameters; survey and record the coordinates of monitoring wells (latitude, longitude, and vertical elevation).
- 102.2.2.4. Surface Water and Groundwater Level Monitoring at the McCoy Site. Install three (3) stilling wells (in the Santiam River, Unnamed Creek, and McCoy Creek); equip each stilling and monitoring well with a Solinst pressure transducer and datalogger to continuously monitor water levels (including a single barologger to record barometric pressure); download data from the dataloggers and manually measure water levels at the monitoring wells and stilling wells quarterly for a year.
- 102.2.2.5. Estimate Infiltration Volume. Use an analytical model such as MOUNDSOLV or other suitable software to estimate the volume of water that can be infiltrated through an infiltration basin.
- 102.2.2.6. Reporting. Develop technical memoranda documenting the field investigation and results

Deliverables:

- Draft and Final Subsurface Investigation Work Plan.
- Final Infiltration Testing and Test Pit Excavation Technical Memorandum.
- Draft and Final Subsurface Investigation Technical Memorandum.
- Groundwater Level Monitoring Technical Memorandum

Task 102.3 – Groundwater Modeling Evaluation

The purpose of this task is to provide field data and modeling evaluations for submittal to the Oregon Department of Environmental Quality (DEQ) to support a Water Pollution Control Facility (WPCF) permit determination in compliance with DEQ's groundwater protection rules.

Task 102.3 is comprised of two subtasks:

- Subtask 102.3.1 – Gates/Mill City Permitting Evaluation
- Subtask 102.3.2 – Detroit/Idanha Permitting Evaluation

Assumptions:

- It is assumed that the planned location for the infiltration facility in the Gates/Mill City area is further from the Santiam River than the planned location for the infiltration facility in the Detroit/Idanha area (less than 0.25 miles). Therefore, we anticipate that the evaluation to support a permitting determination for the Detroit/Idanha area will be more rigorous.

Subtask 102.3.1 – Mill City / Gates Permitting Evaluation

Consultant shall perform the following activities for the infiltration facility in the Gates/Mill City area:

- 102.3.1.1. Based on the subsurface characterization and publicly available literature references (e.g., U.S. Geological Survey or USGS), develop a hydrogeologic conceptual site model (CSM) for the selected Gates/Mill City infiltration site. The hydrogeologic CSM will describe the geologic framework, exchanges between groundwater and surface water, groundwater flow direction, aquifer properties (hydraulic conductivity, storage, aquifer thickness, horizontal hydraulic gradient), and recharge from precipitation.
- 102.3.1.2. Calculate the transit time for a pollutant to travel from the recharge basin to the nearest surface water body. Transit time in the unsaturated zone will be calculated using Darcy's Law and field-measured hydraulic conductivity values from Task 102.2, and transit time in the saturated zone will be calculated using an analytical

groundwater flow model (e.g., AquiferWin32). It is anticipated that the transit time calculation will be the primary supporting evidence for a WPCF permit determination, along with the distance between the infiltration facility and surface water, and the nature of the material through which the pollutant travels.

- 102.3.1.3. Using the numerical groundwater flow modeling code MODFLOW and contaminant fate and transport code MT3D, create a generalized 2-dimensional aquifer model to represent the infiltration site, and run contaminant fate and transport simulations to calculate the dilution and/or chemical transformation of the pollutant during transport. We anticipate that the contaminant fate and transport simulations will be the primary supporting evidence for demonstrating that the infiltration facility is compliant with DEQ's groundwater protection rules.
- 102.3.1.4. Prepare a technical memorandum to document the results of the permitting evaluation. First, the memo will include permitting determination in accordance with the following Maui criteria: (1) transit time in groundwater, (2) the distance a pollutant travels, and (3) the nature of the material through which a pollutant travels. Second, the memo will document the evaluation of compliance with DEQ's groundwater protection rules. Consultant shall submit a draft memo to the project team for review, and will finalize the memo based on comments from the project team, then submit to DEQ for review.
- 102.3.1.5. Meet three times with DEQ: (1) to review the hydrogeologic conceptual model and agree on a technical approach for making a permitting determination and demonstrating compliance with the groundwater protection rules, (2) to review permitting recommendation and demonstration of compliance with the groundwater protection rules, and (3) to discuss DEQ's comments on the memo.

Assumptions:

- Comments from the project team can be incorporated with a single review cycle.
- DEQ comments can be addressed with two hours of a principal hydrogeologist's time and 8 hours of a supervising hydrogeologist's time.
- Meetings with DEQ will be virtual.

Deliverables:

- Draft WPCF Evaluation Memorandum.
- Final WPCF Evaluation Memorandum that incorporates project team comments for submittal to DEQ.
- Final WPCF Evaluation Memorandum that incorporates DEQ comments.

Subtask 102.3.2 – Detroit / Idanha Permitting Evaluation

Consultant shall perform the following activities for the infiltration facility in the Detroit/Idanha area:

- 102.3.2.1. Based on the subsurface characterization and publicly available literature references (e.g., U.S. Geological Survey or USGS), develop a hydrogeologic conceptual site model (CSM) for the McCoy site. The hydrogeologic CSM will describe the geologic framework, exchanges between groundwater and surface water, groundwater flow direction, aquifer properties (hydraulic conductivity, storage, aquifer thickness, horizontal hydraulic gradient), and recharge from precipitation.
- 102.3.2.2. Calculate the transit time for a pollutant to travel from the recharge basin to the nearest surface water body. Transit time in the unsaturated zone will be calculated using Darcy's Law and field-measured hydraulic conductivity values from Task 102.2, and transit time in the saturated zone will be calculated using an analytical

groundwater flow model (e.g., AquiferWin32). It is anticipated that the transit time calculation will be the primary supporting evidence for a WPCF permit determination, along with the distance between the infiltration facility and surface water, and the nature of the material through which the pollutant travels.

- 102.3.2.3. Using the numerical groundwater flow modeling code MODFLOW and contaminant fate and transport code MT3D, create a generalized 2-dimensional aquifer model to represent the infiltration site, and run contaminant fate and transport simulations to calculate the dilution and/or chemical transformation of the pollutant during transport. We anticipate that the contaminant fate and transport simulations will be the primary supporting evidence for demonstrating that the infiltration facility is compliant with DEQ's groundwater protection rules.
- 102.3.2.4. Perform a modeling simulation to estimate the maximum recharge volume in the Detroit/Idanha area (additional evaluation of maximum recharge volume is needed in the Detroit/Idanha area due to the anisotropy; a model simulation would be more cost effective than hiring a driller to conduct a pumping test).
- 102.3.2.5. Prepare a technical memorandum to document the results of the permitting evaluation. First, the memo will include permitting determination in accordance with the following Maui criteria: (1) transit time in groundwater, (2) the distance a pollutant travels, and (3) the nature of the material through which a pollutant travels. Second, the memo will document the evaluation of compliance with DEQ's groundwater protection rules. Consultant shall submit a draft memo to the project team for review, and will finalize the memo based on comments from the project team, then submit to DEQ for review.
- 102.3.2.6. Meet three times with DEQ: (1) to review the hydrogeologic conceptual model and agree on a technical approach for making a permitting determination and demonstrating compliance with the groundwater protection rules, (2) to review permitting recommendation and demonstration of compliance with the groundwater

Assumptions:

- Comments from the project team can be incorporated with a single review cycle.
- DEQ comments can be addressed with two hours of a principal hydrogeologist's time and 8 hours of a supervising hydrogeologist's time.
- Meetings with DEQ will be virtual.

Deliverables:

- Draft WPCF Evaluation Memorandum.
- Final WPCF Evaluation Memorandum that incorporates project team comments for submittal to DEQ.
- Final WPCF Evaluation Memorandum that incorporates DEQ comments.

Task 102.4 – McCoy Site Permitting (USFS) and Private Property Owner Coordination (Upper Deck)

Consultant Responsibilities:

- [107.1] 102.4.1. Address permitting and other regulatory requirements related to the National Environmental Policy Act (NEPA), which will involve obtaining an agreement to access the properties, excavate test pits, and install monitoring wells. Assumes a level of effort with up to 48 hours.
- [107.2] 102.4.2. Coordinate with property owner of "upper deck" private property to obtain permission to install two monitoring wells. Assumes a level of effort with up to 48 hours.

Owner Responsibilities:

- Review and approve permitting applications/letters requesting permission to access the McCoy site, excavate test pits, and install monitoring wells.
- Owner is responsible for costs associated with property owner conditions related to site access and site access agreements.

103 – LAND ACQUISITION AND RELOCATION SERVICES

Task 103.1 – Project Management and Administration

Consultant Responsibilities:

103.1.1 Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

103.1.2 Coordination. Coordinate services to complete the land acquisition and relocation services task.

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.
- Project management budget assumes a task order schedule of up to 24 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 103.2 – Mill City Land Acquisition and Relocation Services

Responsible for the oversight of the services of the land acquisition and relocation sub-consultant to provide Acquisition and Relocation services for North Santiam Canyon Sewer Project (NSCSP) and the Detroit Downtown Commercial Septic Program as outlined in the tasks below. The subtasks included as part of Task 103.2 are based on the land acquisition and relocation sub-consultant's scope of work. The scope and fee provided are for the acquisition of up to eight (8) files.

Consultant Responsibilities:

RIGHT OF WAY (ROW)

Consultant shall conduct the ROW activities for all properties in accordance with the most current version of the following:

- Right of Way Services Agreement specific to the Project
- “ODOT Right of Way Manual”
- “ODOT Guide to Appraising Real Property”
- “ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide”
- ORS 35, with reference to the “Uniform Appraisal Standards for Federal Land Acquisitions”
- Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970

- (Uniform Act), as amended
- All other applicable laws, rules, and regulations

Consultant shall utilize all forms, spreadsheets, brochures, and pamphlets referenced in the “ODOT Right of Way Manual” or as provided by Owner.

103.2.1 Project Management and Landowner Liaison. Consultant shall track status for parcel files to be acquired for the County and provide weekly updates to the project team. Consultant shall meet with up to six (6) landowners of parcels identified as potential sites to assist with determining the suitability of the site. Consultant shall document all contacts with landowners in Report of Personal Interview (see Task 103.2.7). Consultant Project Manager will QC all deliverables prior to delivery.

103.2.2 Title Reports and Document Requests. Consultant shall prepare and assemble all title documents, including vesting deeds, necessary to accomplish acquisition of ROW for each impacted property. Consultant shall obtain preliminary title reports for all permanent takes. Consultant shall review preliminary title reports for complete documentation of title vesting and notify Owner and Consultant of any major title encumbrances.

103.2.3 Right of Way Programming Estimate. Consultant shall prepare a ROW programming estimate for use by Owner to program funds for property acquisition. The ROW programming estimate must include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all Items. The programming estimate must be submitted to the Owner and Consultant for review.

Consultant shall revise and re-submit programming estimate, incorporating comments received from Owner.

103.2.4 Preliminary Activities/Donation Requests. Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice (“GIN”), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map {marked Preliminary and showing the parcel(s) to be purchased} to all owners and occupant(s) of affected properties. Consultant shall send GIN by certified mail with proof of delivery kept in the parcel file. Mailing and delivery of GIN must be included in the Report of Personal Interview.

Consultant shall prepare and maintain a Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the GIN, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the Personal Interview.

103.2.5 Appraisal and Appraisal Review. Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and on ODOT’s Qualified Appraisers List. Consultant shall provide the name(s) of the appraiser(s) to Owner prior to beginning work on this Task.

Appraisals will be full acquisitions. Consultant shall provide one real estate appraisal for each property or properties which constitute the “larger parcel” as described in the ODOT Right of Way Manual from which an interest is to be acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the Owner and ODOT.

All real estate appraisals provided by Consultant shall be prepared using forms or formats of, or approved by, Owner.

Consultant shall require appraisers to provide no less than fifteen calendar day’s written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on inspection of the property for appraisal purposes. This notice must be done as provided in the ROW manual section, Opportunity to Accompany, and documented in the parcel file; mailing and delivery of 15-Day Notice must be included in the appraiser Report of Personal Interview.

Consultant shall perform independent desk reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to Owner for final approval.

Owner will establish just compensation for each property owner and will notify the Consultant.

Consultant shall continue documentation in the Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the written notice of appraisal inspection, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the appraisal.

103.2.6 Acquisition Services. All ROW must be acquired in the name of Owner. Consultant shall conduct negotiations, on behalf of Owner, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on Appraisal Review and in accordance with the ODOT ROW Manual and all applicable state and federal laws and regulations.

Consultant is responsible for making the offer subject to clearing title encumbrances identified on the Preliminary Title Report. Fee owners’ and contract purchasers’ ownership interests must be cleared. When impacted by the taking, lessees’ interests must also be cleared.

Consultant shall prepare and present to Owner the draft Offer Packets. The terms of offer for each property must:

- Be made on Owner letterhead, and
- Include Owner contact information

In addition to the terms of offer document specified above, these Offer Packets must include, but are not limited to, acquisition and relocation brochures, offer-benefit letter,

acquisition and relocation summary statements, copy of appraisal, map of acquisition, instruments of conveyance, and W-9 form. Each Offer Packet must contain all components necessary to fully compensate the property owner for rights taken and to convey adequate rights to Owner in order to clear the ROW for the Project.

If possible, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail. Proof of delivery must be documented in the Report of Personal Interview and file.

Consultant shall make every reasonable effort to acquire the ROW expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days) and to present material the owner believes is relevant to determining the value of the property. Consultant shall attempt to negotiate an approved administrative settlement, but shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of ROW to the County for final approval, payment, conveyance of title and recording.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) verbally to the county and if requested a justification letter and owner supplied supporting documentation to the County for approval. If accepted see above.
- If an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall maintain written Report of Personal Interview with property owners and tenants to document all verbal and written communication and events, such as: delivery of required notices, efforts to achieve amicable settlements, owner's suggestions for changes in plans, and responses to owner's counterproposals.

103.2.7 Relocation Services. If authorized, relocations shall take place in a timely manner in accordance with regulatory notification time frames and terms, and are completed following the Uniform Act, State law (ORS 35.500-35.530), the ODOT Right-of-Way Manual. If authorized, Consultant shall assess eligibility for up to one (1) residential relocation.

Consultant shall use the forms, formats and brochures in relocation advisory assistance and the preparation of relocation studies, reports and claims available on ODOT's ROW Guidance webpage (<https://www.oregon.gov/ODOT/ROW/Pages/ROW.aspx>).

Consultant shall inform Owner as soon as schedule issues are known, if applicable.

It is assumed there are no residential nor non-residential relocations. It is further assumed there is up to one (1) Personal Property Only Relocation.

Consultant shall, at a minimum, conduct the following relocation activities:

- Conduct occupant interviews, provide relocation advisory assistance and determine/present relocation benefits.
- Prepare relocation reports, studies, moving agreements and claims using Owner forms/formats and submit to Owner for review, approval and payment.
- Relocation studies required for presentation of benefits at the time of offer must be preapproved by Owner
- A Moving Agreement, pre-approved by Owner, must be on file prior to submission of relocation claims.
- Support and assist Owner with Relocation Appeals according to the Right-of-Way Manual
- Prepare and independently review for accuracy and compliance, relocation claims using Owner forms/formats, and submit claims to Owner for payment.
- Maintain Report of Personal Interview.

103.2.8 Condemnation Process Assistance (CONTINGENCY). After good faith effort has been made to acquire ROW at Marion County's determination of just compensation, if settlement with the property owner(s) is NOT reached, Consultant shall:

- Provide information and clarification to County in support of mediation and condemnation proceedings and assist property owner with any relocation according to the Consultant Services Guide.

Note: County will initiate condemnation proceedings if necessary.

For budgeting purposes, it is assumed that condemnation process assistance will be necessary on up to one (1) property.

103.2.9 ROW Certification. Consultant shall certify to County on the approved Certification form that:

- County has legal and physical possession of needed ROW.
- Relocation assistance has been completed for all displaced persons and businesses and that all displaced residential occupants have relocated and have been offered decent, safe and sanitary housing.
- All acquisition of ROW and relocation activities have been completed in full compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as currently amended as well as Oregon state laws, civil rights laws, and other applicable federal and state regulations and policies.

Assumptions:

- Appraisal and appraisal review fees are based upon full acquisition, rural residential zoning. Fees may change due to complexity of the parcel details.

Deliverables:

- Provide monthly invoices electronically.
- Provide weekly project updates electronically to include notes on contacts with landowners.
- Provide up to three (3) Preliminary Title Reports and Title Documents.

- Provide Clearance Documents from Lenders and/or Lessees, as needed.
- Provide one (1) draft Programming Estimate for delivery electronically to Owner.
- Provide up to three (3) GINs, one (1) hard copy to each property owner and one (1) electronic copy each to Owner within 20 business days following NTP for the ROW acquisition phase.
- Provide proof of receipt for each GIN sent to each property owner and occupant(s) by sending Owner the return receipt card(s) or USPS tracking printout(s), and documenting delivery information in the Report of Personal Interview. If proof of delivery is not received from USPS, verbal confirmation of receipt by the owner/tenant must be documented in the Report of Personal Interview.
- Up to three (3) appraisal and appraisal review reports, electronically.
- Provide 15-Day Notice of Appraisal Inspection to each property owner within 8 weeks of NTP for the ROW acquisition phase.
- Provide Report of Personal Interview, including date and place of contact, parties of interest contacted, a statement that a 15-Day Notice of Appraisal Inspection was mailed and delivered, and record of other activities conducted during the Appraisal. The report must be submitted at the time of appraisal.
- Provide the following Appraisal and Appraisal Review documentation, as applicable, in electronic format for each file to Owner within 20 weeks of NTP for the ROW acquisition phase:
 - Appraisal report
 - Specialty reports, if necessary, prior to incorporation in appraisal reports.
 - 15 Day Notice of Appraisal inspection sent to each property owner.
- Provide up to three (3) Draft Offer Packets for review for each file to Owner
- Provide up to three (3) Final Offer Packets sent certified mail or delivered in person for each file.
- Provide up to three (3) Final Report Packets for each file for payment, conveyance of title and recording to Owner.
- If applicable, provide proposed counteroffers with justification information for review and approval to Owner.
- If applicable, provide Recommendation for Condemnation to Owner.
- Provide Report of Personal Interview to Owner.
- Submit studies, Move Agreements, and Estimates electronically to Owner for approval
- Submit Relocation claims electronically to Owner for payment
- Submit Relocation Closing Reports to Owner
- Provide Final Offer letter to property owner(s), with a copy to County as stated in the NTP for this contingency task.
- Provide ROW Certification form, one (1) electronic copy (email acceptable) to Owner no later than 12 weeks prior to Project bid date.

Task 103.3 – Detroit Land Acquisition and Relocation Services

Responsible for the oversight of the services of the land acquisition and relocation sub-consultant to provide Acquisition and Relocation services for North Santiam Canyon Sewer Project as outlined in the tasks below. The subtasks included as part of Task 103.3 are from the land acquisition and relocation sub-consultant's scope of work.

Consultant Responsibilities:

RIGHT OF WAY (ROW)

Consultant shall conduct the ROW activities for all properties in accordance with the most current version of the following:

- Right of Way Services Agreement specific to the Project
- “ODOT Right of Way Manual”
- “ODOT Guide to Appraising Real Property”
- “ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide”
- ORS 35, with reference to the “Uniform Appraisal Standards for Federal Land Acquisitions”
- Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970
- (Uniform Act), as amended
- All other applicable laws, rules, and regulations

Consultant shall utilize all forms, spreadsheets, brochures, and pamphlets referenced in the “ODOT Right of Way Manual” or as provided by Owner.

103.3.1 Project Manager and Landowner Liaison. Consultant shall track status for parcel files to be acquired for the County and provide weekly updates to the project team. Consultant shall meet with up to five (5) landowners of parcels identified as potential sites to assist with determining the suitability of the site. Consultant shall document all contacts with landowners in Report of Personal Interview (see Task 103.3.6). Consultant Project Manager will QC all deliverables prior to delivery.

103.3.2 Title Reports and Document Requests. Consultant shall prepare and assemble all title documents, including vesting deeds, necessary to accomplish acquisition of ROW for each impacted property. Consultant shall obtain preliminary title reports for all permanent takes. Consultant shall review preliminary title reports for complete documentation of title vesting and notify Owner of any major title encumbrances.

103.3.3 Right of Way Programming Estimate. Consultant shall prepare a ROW programming estimate for use by Owner to program funds for property acquisition. The ROW programming estimate must include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all Items. The programming estimate must be submitted to the Owner for review.

Consultant shall revise and re-submit programming estimate, incorporating comments received from Owner.

103.3.4 Preliminary Activities/Donation Requests. Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice (“GIN”), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map {marked Preliminary and showing the parcel(s) to be purchased} to all owners and occupant(s) of affected properties. Consultant shall send GIN by certified mail with proof of delivery kept in the parcel file. Mailing and delivery of GIN must be included in the Report of Personal Interview.

Consultant shall prepare and maintain a Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the GIN, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the Personal Interview.

- 103.3.5 Appraisal and Appraisal Review. Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and on ODOT's Qualified Appraisers List. Consultant shall provide the name(s) of the appraiser(s) to Owner prior to beginning work on this Task.

Appraisals will be full acquisitions. Consultant shall provide one real estate appraisal for each property or properties which constitute the "larger parcel" as described in the ODOT Right of Way Manual from which an interest is to be acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the Owner and ODOT.

All real estate appraisals provided by Consultant shall be prepared using forms or formats of, or approved by, Owner.

Consultant shall require appraisers to provide no less than fifteen calendar day's written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on inspection of the property for appraisal purposes. This notice must be done as provided in the ROW manual section 5.140, Opportunity to Accompany, and documented in the parcel file: mailing and delivery of 15-Day Notice must be included in the appraiser Report of Personal Interview.

Consultant shall perform independent desk reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to Owner for final approval.

Owner will establish just compensation for each property owner and will notify the Consultant.

Consultant shall continue documentation in the Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the written notice of appraisal inspection, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the appraisal.

- 103.3.6 Acquisition Services. All ROW must be acquired in the name of Owner. Consultant shall conduct negotiations, on behalf of Owner, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on Appraisal Review and in accordance with the ODOT ROW Manual and all applicable state and federal laws and regulations.

Consultant is responsible for making the offer subject to clearing title encumbrances identified on the Preliminary Title Report. Fee owners' and contract purchasers' ownership interests must be cleared. When impacted by the taking, lessees' interests must also be cleared.

Consultant shall prepare and present to Owner the draft Offer Packets. The terms of offer for each property must:

- Be made on Owner letterhead, and
- Include Owner contact information

In addition to the terms of offer document specified above, these Offer Packets must include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, copy of appraisal, map of acquisition, instruments of conveyance, and W-9 form. Each Offer Packet must contain all components necessary to fully compensate the property owner for rights taken and to convey adequate rights to Owner in order to clear the ROW for the Project.

If possible, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail. Proof of delivery must be documented in the Report of Personal Interview and file.

Consultant shall make every reasonable effort to acquire the ROW expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days) and to present material the owner believes is relevant to determining the value of the property. Consultant shall attempt to negotiate an approved administrative settlement, but shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of ROW to the County for final approval, payment, conveyance of title and recording.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) verbally to the county and if requested a justification letter and owner supplied supporting documentation to the County for approval. If accepted see above.
- If an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall maintain written Report of Personal Interview with property owners and tenants to document all verbal and written communication and events, such as: delivery of required notices, efforts to achieve amicable settlements, owner's suggestions for changes in plans, and responses to owner's counterproposals.

103.3.7 Relocation Services. If authorized, relocations shall take place in a timely manner in accordance with regulatory notification time frames and terms, and are completed

following the Uniform Act, State law (ORS 35.500-35.530), the ODOT Right-of-Way Manual. If authorized, Consultant shall assess eligibility for up to one (1) residential relocation.

Consultant shall use the forms, formats and brochures in relocation advisory assistance and the preparation of relocation studies, reports and claims available on ODOT's ROW Guidance webpage (<https://www.oregon.gov/ODOT/ROW/Pages/ROW.aspx>).

Consultant shall inform Owner as soon as schedule issues are known, if applicable.

It is assumed there are no residential nor non-residential relocations. It is further assumed there are up to three (3) Personal Property Only Relocations.

- Consultant shall, at a minimum, conduct the following relocation activities:
- Conduct occupant interviews, provide relocation advisory assistance and determine/present relocation benefits.
- Prepare relocation reports, studies, moving agreements and claims using Owner forms/formats and submit to Owner for review, approval and payment. Relocation studies required for presentation of benefits at the time of offer must be preapproved by Owner.
- A Moving Agreement, pre-approved by Owner, must be on file prior to submission of relocation claims.
- Support and assist Owner with Relocation Appeals according to the Right-of-Way Manual
- Prepare and independently review for accuracy and compliance, relocation claims using Owner forms/formats, and submit claims to Owner for payment.
- Maintain Report of Personal Interview.

103.3.8 Condemnation Process Assistance (CONTINGENCY). After good faith effort has been made to acquire ROW at Marion County's determination of just compensation, if settlement with the property owner(s) is NOT reached, Consultant shall

- Provide information and clarification to County in support of mediation and condemnation proceedings and assist property owner with any relocation according to the Consultant Services Guide.

Note: County will initiate condemnation proceedings if necessary.

For budgeting purposes, it is assumed that condemnation process assistance will be necessary on up to one (1) property.

103.3.9 ROW Certification. Consultant shall certify to County on the approved Certification form that:

- County has legal and physical possession of needed ROW.
- Relocation assistance has been completed for all displaced persons and businesses and that all displaced residential occupants have relocated and have been offered decent, safe and sanitary housing.

- All acquisition of ROW and relocation activities have been completed in full compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as currently amended as well as Oregon state laws, civil rights laws, and other applicable federal and state regulations and policies.

Assumptions:

- Appraisal and appraisal review fees are based upon full acquisition, rural residential zoning. Fees may change due to complexity of the parcel details.

Deliverables:

- Provide monthly invoices, electronically.
- Provide weekly project updates electronically to include notes on contacts with landowners.
- Provide up to five (5) Preliminary Title Reports and Title Documents.
- Provide Clearance Documents from Lenders and/or Lessees, as needed.
- Provide one (1) draft Programming Estimate for delivery electronically to Owner.
- Provide up to five (5) GINs, with one (1) hard copy to each property owner and one (1) electronic copy each to Owner within 20 business days following NTP for the ROW acquisition phase.
- Provide proof of receipt for each GIN sent to each property owner and occupant(s) by sending Owner the return receipt card(s) or USPS tracking printout(s), and documenting delivery information in the Report of Personal Interview. NOTE: If proof of delivery is not received from USPS, verbal confirmation of receipt by the owner/tenant must be documented in the Report of Personal Interview.
- Provide up to five (5) appraisal and appraisal review reports, electronically.
- Provide 15 Day Notice of Appraisal Inspection to each property owner within 8 weeks of NTP for the ROW acquisition phase.
- Report of Personal Interview, including date and place of contact, parties of interest contacted, a statement that a 15-Day Notice of Appraisal Inspection was mailed and delivered, and record of other activities conducted during the Appraisal. The report must be submitted at the time of appraisal.
- The following Appraisal and Appraisal Review documentation, as applicable, in electronic format for each file to Owner within 20 weeks of NTP for the ROW acquisition phase:
 - Appraisal report
 - Specialty reports, if necessary, prior to incorporation in appraisal reports.
 - 15 Day Notice of Appraisal inspection sent to each property owner.
- Provide up to five (5) Draft Offer Packet for review for each file to Owner.
- Provide up to five (5) Final Offer Packet sent certified mail or delivered in person for each file.
- Provide up to five (5) Final Report Packet for each file for payment, conveyance of title and recording to Owner.
- If applicable, provide proposed counteroffers with justification information for review and approval to Owner.
- If applicable, provide Recommendation for Condemnation to Owner.
- Provide up to five (5) Report of Personal Interview to Owner.
- Submit studies, Move Agreements, and Estimates electronically to Owner for approval.
- Submit Relocation claims electronically to Owner for payment.

- Submit Relocation Closing Reports to Owner.
- Provide Final Offer letter to property owner(s), with a copy to County as stated in the NTP for this contingency task.
- Provide ROW Certification form, one (1) electronic copy (email acceptable) to Owner no later than 12 weeks prior to Project bid date.

104 – FINANCIAL ADVISORY SERVICES

Task 104.1 – Project Management and Administration

Consultant Responsibilities:

- 104.1.1 Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.
- 104.1.2 Coordination. Coordinate services to complete the permitting and subsurface investigations.

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.
- Project management budget assumes a task order schedule of up to 24 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 104.2 – Financial Advisory Services

Consultant Responsibilities:

- 104.2.1 Advisory Services. Consultant shall provide, upon request, advisory services related to the North Santiam Canyon Sewer Project. This consultation shall be provided on a time and materials basis, and it shall include attendance at meetings, writing of memos or presentations, or communication via phone or email in support of the project decision-making.

Owner Responsibilities:

- Provide meeting space for project meetings.

Assumptions:

- Attendance at project meetings may be virtual.

PHASE 2 – MILL CITY / GATES WASTEWATER SEWER SYSTEM

200 - MILL CITY / GATES FACILITIES PLANNING 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 available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. 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. A request for information will be prepared by the Consultant describing the information needed including, but not limited to, the following items:

Mill City

- Discharge Monitoring Report (DMR), operational, influent monitoring (15-minute intervals), rainfall data (since Jan 2021), and any other water quality sampling results collected outside of DMRs in spreadsheet format
- Update of financial summary records, including current rates, annual expenses, operation, revenues, replacement budgets, number and type of accounts, etc.
- Recent facility inspection reports, if available
- Provide update of any changes to wastewater flows from major seasonal wastewater dischargers, water users with their own wastewater treatment system, major water users that consume the majority of their water.
- Any recently produced planning documents (transportation, wastewater, water conservation, water/waste/energy audits)
- Update on known treatment plant or collection system issues and planned improvements
- Update from Gates and Mill City for winter-time water consumption data summarized by user types in a spreadsheet format
- Known correspondence from federal and state regulatory agencies regarding violations or concerns related to wastewater treatment and disposal

200.2.2. Data Collection and Review. Collection and processing of furnished data, mapping, and reports. Provide a follow-up Request for Information for supplemental data if required.

Owner Responsibilities:

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

Assumptions:

- 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. Location. Incorporate brief description of project location from master plan. Include figure(s) from master plan to establish the project planning area.
- 200.3.2. Environmental Resources. Incorporate information from master plan to document natural resources in the project area, including land use, flood plains, wetlands, historic, biological, water quality issues, socio-economic, climate, geography, soils, rivers, and air quality. Use master plan figures to summarize natural resources in the project area.
- 200.3.3. Growth Trends. Update master plan population statistics and projections. For Mill City, coordinate with Mill City and County planners on location, phasing, and type of new growth. The Portland State University Population Research Center historical population data and 40-year growth forecasts will be used to inform the population growth, but it is assumed that non-traditional methods will be required to best account for the decline and near-term growth due to rebuilding after the 2020 wildfire as well as accounting for the new community sewer system in Gates and new treatment facility in Mill City. Growth for non-residential users will be estimated based on input from City and County planners for the 20-year planning period.
- 200.3.4. Community Engagement. Describe the Owner's approach to engage the community in the planning process.
- 200.3.5. Design Flow Rates. Update master plan design flow rates based on most recent DMR and water usage data from Mill City and Gates. Update projections based on growth assumptions and input from Owner, Mill City Planner, and County Planners.
- 200.3.6. Design Loading Rates. Update master plan wastewater loadings and project future loadings based on growth assumptions and input from Owner, Mill City Planner, and County Planners.
- 200.3.7. Regulatory Requirements. Review and update summaries from master plan of current regulatory requirements and planning criteria that may influence operation, maintenance, and capital improvements of the existing Mill City wastewater system and the initial project components in Gates.

- 200.3.8. Cost Estimating. Establish cost estimating methodology to reflect both local and current conditions.
- 200.3.9. Review Meeting Workshops. Lead a workshop meeting with the Owner to review preliminary findings.
- 200.3.10. Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide input and approval on growth projections and planning criteria.
- Provide review and comments of this section.
- Provide input on community engagement.

Assumptions:

- The planning criteria will need to be established for the planning study prior to having any supplemental income and population survey data available to inform the population estimates and projections. The best available data will be used for the purposes of this study.
- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- City staff or Contract City Planner will provide input on the distribution and phasing of new residential and non-residential growth in Gates and Mill City.
- 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.
- The study area will coincide with the North Santiam Sewer Authority Boundary for Gates and Mill City.
- Community engagement included in this scope of work is limited to the public meeting in Task 209. Additional community engagement activities can be provided as additional services or through other identified task orders.

Deliverables:

- Draft Project Planning Facility Plan Section.

Task 200.4 – Existing Facilities Evaluation

Consultant Responsibilities:

- 200.4.1. Base Map. Update the existing system base map from the master plan, showing location of key facilities, pipelines, and basin boundaries for Mill City. Use the schematic process layout of the existing treatment plant from the master plan showing major process components.
- 200.4.2. History. Update master plan's documentation of wastewater treatment plant history and system description to reflect current flow and water quality data, recent discharge monitoring records (DMRs), plant improvements that have been completed recently, current condition of plant equipment and facilities, and current operation practices.
- 200.4.3. Wastewater System Management Classification, Operators and License. Provide a brief writeup of system required licensing and current operator license information.
- 200.4.4. Conditions Assessment. Update master plan documentation of existing physical conditions deficiencies. Collection system pipe information will be summarized by pipe material and age. Complete pump tests at each pumping facility to evaluate current pump performance

and capacities. Incorporate findings from the I/I study that is currently under way at the time this scope was finalized.

- 200.4.5. Capacity Evaluation. Update master plan's comparison of existing and future projected flows and loadings to the existing capacity of the Mill City wastewater treatment system. Summarize existing capacity deficiencies.
- 200.4.6. Review pump run time data and flow meter records to assess existing capacity limitations (if any).
- 200.4.7. System Resiliency. Assess the collection system resiliency for the Mill City lift stations. This is anticipated to include a comparison of firm pumping capacity (i.e. with largest pump off-line) to the peak hour inflow. It also includes an assessment of whether onsite or portable back-up provisions are available and automated, what kind of emergency bypass pumping provisions are provided for the lift station and/or force main (in the event of a line break), and what kind of redundancy is provided in terms of back-up level sensors and alarms. This scope does not include an evaluation of seismic risks, a comprehensive vulnerability assessment, or updates to the Owner's Emergency Response Plans. Consultant will summarize the consequence of failure of critical lift station facilities and identify potential capital improvements and operational strategies that could be completed to mitigate these risks.
- 200.4.8. Wastewater Collection System Evaluation
 - 200.4.8.1. Wastewater Model Development and Calibration. Use existing base mapping, record drawings, dry weather flows, pump curves, and Owner provided data to develop and calibrate a wastewater system model. The winter-time water consumption data will be used to estimate dry weather flows. Allocate infiltration and inflow for utilizing wet weather system design flows, available pump run time, and SCADA data.
 - 200.4.8.2. Existing System Evaluation. Exercise computer model to check the Mill City system and evaluate the existing collection system hydraulic capacity. Evaluate system for remaining capacity.
- 200.4.9. Wastewater Treatment System Evaluation. Update master plan write-up to summarize existing plant deficiencies using updated plant data to compare actual performance to expected performance.
- 200.4.10. Operations. Update master plan documentation of existing operations and maintenance issues and concerns reported by Owner staff.
- 200.4.11. Financial Status of Existing Facilities. Document current rate schedules, annual O&M costs, other capital improvement programs, and table of users by monthly usage categories for the previous fiscal year. Document existing debts and required reserve accounts. Budget and capital improvements will be addressed under a separate task.
- 200.4.12. Water/Energy/Waste Audits. Provide brief write-up discussing variable frequency drive motors and all other applicable energy items for the system. Investigate and summarize the likelihood of incorporating a hydroelectric power generator on the force main from Gates to Mill City. Summarize overall current energy consumption for Mill City's existing system.
- 200.4.13. Review Meeting Workshops. Lead a workshop meeting with the Owner to review preliminary findings.
- 200.4.14. Draft Plan Section. Prepare draft section writeup. Address Owner comments on draft document.

Owner Responsibilities:

- Review and comment on draft documents.
- Participate and provide meeting location for workshop meetings.

- Provide field checks if necessary, including surveying.
- Provide access to facilities and records. Test and replace (if needed) suction and discharge pressure gauges ahead of equipment tests.

Assumptions:

- Modeling of the existing Mill City treatment plant will not be completed for this facilities plan.
- The Mill City GIS mapping will not be survey grade and will be carried over from the master planning effort. The mapping will not include rim/invert data. It will only include approximate location as it was digitized from the existing record drawings.
- No additional field work or surveying will be required.
- Collection system conditions assessment will not include a full review of CCTV records or smoke testing with the exception of incorporating the findings from the Mill City I/I study.
- The Mill City collection system model will be developed with the InfoSWMM modeling platform, based on record drawings. Consultant will rely upon the accuracy of available record drawings. This scope does not include any field survey work to check or update pipe slopes.
- If model does not readily calibrate to existing conditions, and additional field work is recommended to troubleshoot the Owner's wastewater system, these services can be completed as an additional service.
- No drain field analysis will be provided.

Deliverables:

- Draft Existing Facilities Evaluation Facility Plan 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.
 - I/I calculations to determine if existing I/I is considered “non-excessive”.
- 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. Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide input and review of this section of the plan.

Deliverables:

- Draft Project Needs Facility Plan Section.

Task 200.6 – Collection System Alternatives Considered and Selection

Consultant Responsibilities:

- 200.6.1. Future System Evaluation. Build Gates system model and expand Mill City model to include additional pipe and pump station network requirements associated with servicing new growth areas for the planning period. Add flows from new growth. Exercise the model to identify potential system deficiencies attributed to growth within the planning period.
- 200.6.2. Evaluate alternative improvements to correct existing, and anticipated future deficiencies, sewer new areas, and meet the target planning criteria. Benefits and drawbacks will be summarized for each alternative. A “no action” alternative will also be considered for each category. This alternative evaluation will be based on the master plan collection system alternatives while evaluating Mill City’s existing system for collection system capacity deficiencies.
Where improvements are not relatively straightforward, evaluate up to three collection alternatives for the existing Mill City collection system that will service existing and future flows. Additional refinement of pipeline alternatives is anticipated to occur in the predesign tasks associated with the new Gates collection system.
- 200.6.3. Alternative Cost/Benefit Analysis. This will include life cycle cost analysis on preferred alternatives for up to three viable alternatives. 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 40-year life cycle evaluation. This alternative evaluation for Gates will be based on the master plan collection system alternatives while evaluating any capacity alternatives for Mill City’s collection system.
- 200.6.4. Phasing/Implementation Plan. Develop a phasing plan of improvements based on initial project, 10-year, 20-year, and 40-year anticipated growth. This plan will include an evaluation of interim recommendations or strategies for property owners who need to address septic system deficiencies or replacement prior to day one of the new Gates collection system and Mill City mechanical treatment plant are constructed.
- 200.6.5. Site Plan/Schematics. Develop a facility plan concept map and/or figures for selected alternatives using the master plan’s figures with updates/modifications per this scope of work.
- 200.6.6. 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.
- 200.6.7. Land Requirements. Discuss property needed for alternatives.
- 200.6.8. Potential Construction Problems. Discuss possible construction challenges for collection system alternatives.
- 200.6.9. Sustainable Considerations. Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.
- 200.6.10. Review Meeting Workshop. Lead a workshop meeting with the Owner to review findings. Outcome of meeting is anticipated to include consensus of recommended improvements.
- 200.6.11. Draft Plan Section. Prepare draft section writeup. Respond to Owner comments.

Owner Responsibilities:

- Provide a review of the alternatives considered and input on selection criteria and ultimate selection of preferred alternative.
- Participate and provide facilities for workshop meeting. Provide public notices, if required.

Assumptions:

- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- 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 4 (planning level cost estimates).

Deliverables:

- Draft Collection System Alternatives Facility Plan Section.

Task 200.7 – Treatment and Disposal System Alternatives Considered and Selection*Consultant Responsibilities:*

- 200.7.1. Develop a list of treatment plant improvement alternatives focused on improving effluent water quality, vulnerability, safety and redundancy. The disposal improvement alternative will be rapid infiltration per the master plan recommendations.
- 200.7.2. Develop up to three pre-screened alternatives to evaluate, for primary treatment, secondary treatment, tertiary treatment, and solids handling treatment processes. Evaluate the pre-screened alternatives.
- 200.7.3. Facility Tours. Organize a tour of up to two wastewater treatment facilities with the Owner's staff to investigate alternatives with similar processes. These are anticipated to occur on the same day.
- 200.7.4. Alternative Cost/Benefit Analysis. Assist in comparing benefits, drawbacks, and costs of up to three viable alternatives. This will include life cycle cost analysis on preferred alternatives. 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.
- 200.7.5. Phasing Plan. Develop a phasing plan of improvements based on initial project, 10-year, and 20-year anticipated growth.
- 200.7.6. Site Plan/Schematics. Develop a facility plan concept map and/or figures for selected alternatives.
- 200.7.7. Environmental Impacts. A summary of the preliminary environmental screening of the treatment system and disposal alternatives will be developed. Improvement projects will address climate, land use, floodplain, wetlands, water quality, rivers, wild, cultural resources, flora and fauna.
- 200.7.8. Land Requirements. Discuss property needed for alternatives.
- 200.7.9. Potential Construction Problems. Discuss possible construction challenges for collection system alternatives.
- 200.7.10. Sustainable Considerations. Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.
- 200.7.11. Review Meeting Workshop. Lead a workshop meeting with the Owner to review findings. Outcome of meeting is anticipated to include consensus of recommended improvements.
- 200.7.12. Draft Plan Section. Prepare draft section writeup. Respond to Owner comments.

Owner Responsibilities:

- Provide input on tasks above.
- Provide a review of the alternatives considered section of the plan.
- Participate and provide facilities for workshop meeting. Provide public notices, if required.

Assumptions:

- The scope of this study does not look at alternatives to upgrade the existing recirculating gravel-bed filter.
- Evaluation of alternatives does not include piloting, bench testing, or fieldwork.
- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- 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 4.

Deliverables:

- Draft Treatment System Alternatives Facility Plan Section.

Task 200.8 – Proposed Projects (Recommended Alternatives)*Consultant Responsibilities:*

- 200.8.1. Model day one and future 20-year process and hydraulic conditions of selected alternative for the new mechanical treatment plant.
- 200.8.2. Capital Improvement Plan.
 - a. Summarize recommended improvements.
 - b. Prepare planning level cost estimates for recommended improvements. For future projects anticipated to be developer driven and developer funded, summarize only upsize costs.
 - c. Estimate the portion of each capital improvement project cost that is attributed to 20-year growth for System Development Charge (SDC) eligibility.
- 200.8.3. Preliminary Project Schedule. Summarize costs for initial project, 10-year, and 20-year needs. The 6-year CIP for DEQ purposes will be covered by the “initial project” costs.
- 200.8.4. Permitting Requirements. Summarize WPCF permitting requirements (WPCF permit application and additional support is covered by a separate task order).
- 200.8.5. 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.
- 200.8.6. Future Reuse Consideration. Reuse system impacts will be considered and coordinated, and their potential summarized for selected alternative.
- 200.8.7. Organization and Staffing Requirements. Summarize recommended staffing requirements as required for regulatory compliance or as reported by the Owner. Summarize up to three options for organizational setup for certified operators for both collections and treatment (i.e. contract operator vs sewer authority staff).
- 200.8.8. Financing Options. Summarize potential financing options available for initial project. This will be a summary of efforts being undertaken by the Owner, Marion County, and the MWVCOG for funding the project.
- 200.8.9. Annual Budget Considerations.
 - a. Summarize Operating Revenues and Expenses. Summarize estimated annual operating expenses and identify recommended budgets dedicated for the initial project.
 - b. Anticipated User Charges and Other Income. Summarize the business case scenario documented previously by FCS Group and provide a status update on current efforts to implement recommendations.

- c. Annual Replacement Budgets. Develop recommended annual replacement budgets for the initial project based on typical replacement values and asset life. This will include a list of short-lived assets and the recommended annual replacement budget.
- d. Annual Operations and Maintenance Costs. Estimate the operations and maintenance cost implications for the initial project.

200.8.10. Review Meeting Workshop. Lead a workshop meeting with the Owner to review an overall summary of the plan, selected improvements, and budget considerations.

200.8.11. Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide input on the proposed projects.
- Participate and provide facilities for workshop meeting. Provide public notices, if required.
- Provide review and comments on the plan.

Assumptions:

- Scope excludes a user rate analysis, including evaluation of individual rate structures, cost-of-service evaluations, and service availability fee studies. These services can be provided 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 cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

Deliverables:

- Capital Improvement Plan (tabular format, organized by initial project, 10-year, and 20-year needs).
- Estimate of SDC eligibility for each capital improvement past the initial project.
- Draft Proposed Project Facility Plan Section.

Task 200.9 – Facility Plan Documentation and Public Meeting

Consultant Responsibilities:

- 200.9.1. Prepare Facility Plan. Prepare and combine draft documents for a complete facility plan generally following the outline established in the July 2018 guidance document "Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities Financed by Business Oregon, Oregon Department of Environmental Quality, Rural Community Assistance Corporation, and the United States Department of Agriculture". Add executive summary and assemble appendix materials. Appendix materials will include output flow capacities, existing peak hour flows, and future peak hour flows summarized in tabular and graphic format. Draft documents to be updated to address Owner comments. Submit final draft plan for Owner review.
- 200.9.2. Public Meeting. Prepare materials for and present summary findings in a townhall meeting.
- 200.9.3. Address Owner Comments. Address final Owner and public comments and submit for agency review.

200.9.4. Address Agency Comments. Address agency comments and finalize document.

Owner Responsibilities:

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

Deliverables:

- Public Meeting Presentation Materials.
- Final Facilities Plan, three (3) hard copies (3 ring binders) of the plan and one electronic copy in PDF format.

Task 200.10 – Management Reserve (Contingency Task)

This task identifies prospective services that Owner, at its discretion, may elect to authorize Consultant to produce. Consultant shall perform no work nor incur any costs under this task prior to the issuance of separate authorization-to-proceed (email acceptable) by Owner.

From time to time, Owner may have additional tasks related to the project or additional tasks may be encountered that are not identified in this scope of services. For these instances, a time and material budget is established in order for Consultant to complete such additional services. Prior to the use of this contingency budget, Owner's representative will provide written (email) authorization to use the budget for specific tasks.

ADDITIONAL SERVICES (not included in scope of work)

- Bond support
- Public outreach or stakeholder outreach support
- User rate and connection fee study
- Additional field work
- Energy efficiency evaluations
- Concept level design services
- Model training
- Environmental information documents, studies, field investigations, and permitting. Environmental permitting will be addressed by a separate task order.
- Amendments to this facility planning study because of other task orders.

PHASE 4 – DETROIT INTERIM COMMERCIAL SEPTIC SYSTEMS

400 – COMMERCIAL SEPTIC SYSTEM PLANNING

Task 400.1 – Project Management

Consultant Responsibilities:

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

- 400.1.2. **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 available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Design criteria will also be reviewed during the Kickoff Meeting and assumptions for properties to connect and their flow criteria.

Owner Responsibilities:

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

Assumptions:

- Assumes a 4-month duration for general project administration.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to this task as well as subsequent tasks.

Task 400.2 – Data Acquisition & Property Tour

Consultant Responsibilities:

- 400.2.1. **Request for Information.** A request for information will be prepared by the Consultant describing the information needed including, but not limited to, the following items:
- a. Base mapping, including roadways, parcel lines, political boundaries, land use, topographic contours, current aerial imagery, manholes, and pipelines (along with material, age, and size attributes) to be provided in GIS format. GIS to include survey grade pipe invert data for modeled lines, incorporating recent survey information of collection system as applicable.
 - b. List of properties to be connected to the commercial septic system.
 1. Provide type of business
 2. Anticipated wastewater flows
 - c. Previous collected test pit data for all the properties.
 - d. Previous studies involving the soil in the city.
 - e. Provide existing drain field and septic tank locations for each property.
 - f. Identify available property for consideration for septic tank or drain field placement.
 - g. Owner to complete additional test pits required to investigate feasibility of drain fields on properties identified by the Consultant.
- 400.2.2. Conduct site tour of each property to evaluate potential drain field locations.
- 400.2.3. Meet with each property owner/representative to discuss specifics to each property. These meetings are assumed to be virtual to work with individual property owner schedules.

Owner Responsibilities:

- Provide requested data within two weeks of request.
- Complete field work and provide sampling/testing, if required for drain field investigations.
- Conduct site tour with Consultant; provide access to facilities and records.

Assumptions:

- Site tour is limited to visual observations and is not intended to be a comprehensive inspection. Consultant will not enter confined spaces, nor will a structural or leak test be completed on existing septic tanks.
- Scope assumes up to 20 properties will be participating in the interim commercial septic systems.
- 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.

Deliverables:

- Request(s) for Information
- Summary tables and figures for existing septic tanks and drain fields status

Task 400.3 – Stakeholder Involvement / Engagement*Consultant Responsibilities:*

- 400.3.1. Stakeholder Preliminary Meeting. Review goals and objectives of the project. Owner will distribute communication and notification to stakeholders, city, and County staff.
- 400.3.2. City Council Preliminary Workshop Meeting. Set the project meeting agenda and provide minutes. This meeting will be a workshop to review and discuss project objectives.
- 400.3.3. Public Meeting. Prepare materials for and present summary findings in a public meeting.
- 400.3.4. City Council Summary Workshop Meeting. Set the project meeting agenda and provide minutes. This meeting will be a workshop to summarize the technical memorandum deliverable from Task 403.

Owner Responsibilities:

- Participate and provide facilities for public meeting. Provide public notice as required. Assist in addressing public comments.
- Distribute communication and notification for stakeholder meeting.

Deliverables:

- Public and stakeholder meeting presentation materials.

Task 400.4 – Commercial Septic System Concept*Consultant Responsibilities:*

- 400.4.1. Location and Project Impact. Provide brief description of project location and summary of properties including a figure.
- 400.4.2. Flow Estimates and Grouping. Estimate the amount of flow and wastewater strength of loading (restaurant, industrial, staff restroom, ...). Document estimated seasonal variation and 5 to 10 year growth for flow and wastewater strength.
- 400.4.3. Regulatory and Permitting Requirements. Review and summarize current, pending and future regulatory requirements and permitting criteria that may influence operation, maintenance, and adaptation of the system to the long-term gravity collection system.
- 400.4.4. Conceptual Layout of Septic Systems. Provide figures to summarize conceptual layout of septic tanks and drain fields. Figures will be 8.5x11 or 11x17 schematics.

- 400.4.5. Opinion of Probable Costs. Prepare an AAEC Class 4 opinion of probable cost for the project.
- 400.4.6. Develop Preliminary Project Schedule. Summarize schedule for overall project delivery and construction.
- 400.4.7. Maintenance Requirements. Summarize recommended maintenance requirements as required for regulatory compliance or as reported by the Owner.
- 400.4.8. Draft Technical Memorandum. Prepare draft technical memorandum. Final document to have Owner's comments incorporated.
- 400.4.9. Workshop Meeting. Set the project meeting agenda and provide minutes. This meeting will be a workshop to review with County/City staff the draft technical memorandum.

Owner Responsibilities:

- Provide input and approval of septic tank and drain field concepts.
- Provide staff input and requirements for septic approval.
- Review and comment on draft documents in a timely manner.

Assumptions:

- Project will not require an Oregon DEQ WPCF permit.
- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the 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 construction cost prepared by the Consultant.
- Test pits will not be excavated and soil characteristics documented with this scope of work. If required, sampling and/or testing will occur with a subsequent task order amendment.
- Scope excludes environmental work. 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 Commercial Septic Design Memorandum

401 - KANE'S MARINA SEPTIC SYSTEM

Task 401.1 – Project Management

Consultant Responsibilities:

- 401.1.1. General Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.
- 401.1.2. Regulatory Coordination. Meet with County and DEQ staff to discuss WPCF and County permit options. The objective [] of this outreach will be to have a selected permitting process (WPCF or County).

- 401.1.3. Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to review/establish Owner design team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.
- 401.1.4. Presentation to County Commissioners. The Consultant will present a project update to the County Commissioners at the conclusion of Task 405, Preliminary Design. Consultant will prepare presentation materials and/or handouts. The one presentation will summarize the system layout, opinion of probable cost, permitting, schedule, and next steps.
- 401.1.5. Request for Information. Prepare initial request for information for data to be used in the design process.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed.
- Provide requested information within two weeks of request.

Assumptions:

- Project management budget assumes a project schedule of up to 4 months.
- Unless otherwise noted, meetings/workshops may include a combination of in person or virtual attendees. This assumption applies to this task as well as subsequent tasks.
- Funding support is not included in this scope of work, including but not limited to American Iron and Steel (AIS) or Build America, Buy America (BABA) tracking, certification, or reporting. These services can be provided as additional services.

Deliverables:

- Kickoff meeting agenda and minutes.
- Request for Information.
- Presentation materials and/or handouts.

Task 401.2 – Preliminary Engineering Report (PER)

Consultant Responsibilities:

- 401.2.1. Study Phase Services.
 - a. Site Visit. Consultant will coordinate with Owner's staff to perform a site visit and document existing site conditions. Evaluation will include documentation of status and condition of existing septic facilities and electrical equipment. This scope does not include inspection of interior spaces or existing facilities.
 - b. Basin Study. Consultant will review the plan and profile for the gravity sewer system developed through the North Santiam Sewer Authority Master Plan. Consultant will approximate alignment and invert elevation requirements for the future lift station wetwell. Consultant will estimate the operating volume required for the future pump station.
 - c. Operation and Maintenance Assessment. Consultant will review available data provided by Owner to summarize historic usage, operation strategies, and maintenance considerations. It is anticipated the evaluation will include holding tank storage requirements, hydrogen sulfide and odor control, standby power, instrumentation and controls (alarms), future pump station compatibility, redundancy provisions, emergency response, and preventative maintenance activities.

- 401.2.2. Design Criteria. Document design criteria established from the study phase services that will serve as basis for design. The design criteria will include, emergency storage calculations, anticipated flow conditions for the marina, future basin flow conditions, holding tank (wetwell) storage requirements, odor control strategy, power requirements, alarms.
- 401.2.3. Topographic Surveying. Provide oversight of the services to complete topographic and boundary surveying services for Kane's Marina.
- 401.2.4. Geotechnical Investigation. Provide oversight of the services to complete geotechnical engineering design services for Kane's Marina.
- 401.2.5. Site Layout. Develop 30% concept design showing site civil layout and holding tank(s) orientation on the marina site. Concept to include general grading concepts and reflect considerations for holding tank dimensions, future building and valve vault footprint, generator location, stormwater disposal, yard piping, and access for future maintenance/pump removal. The future footprint assumes that a small electrical building will be required to house the future electrical/controls, including a variable frequency drive (VFD) for the future lift station. Consultant has assumed that the generator will be outdoors with sound attenuation. The pipe network will be limited to 5-feet outside any building footprint.
- 401.2.6. Odor Control Type. Evaluate up to three design alternatives for odor control with the Owner. For each alternative, evaluation to include operations and maintenance considerations, benefits, drawbacks, costs, and consideration of non-cost factors (i.e., future expansion for the lift station). Potential odor control types include chlorine dosing equipment, passive carbon filtration, mixing, chemical, and air-scrubber.
- 401.2.7. Electrical and Controls. Coordinate with Owner to identify SCADA communication preferences. Coordinate with power utility to identify power constraints. Prepare one-line diagram for power and a narrative describing the communication strategy and objectives including a piping and instrumentation diagram (P&ID).
- 401.2.8. Cost Estimate. Provide an AAEC Class 4 opinion of probable cost for the project.
- 401.2.9. Workshop Meeting. Meet with Owner to review concepts and alternatives and select preferred alternative for design.
- 401.2.10. Prepare PER. Prepare draft Preliminary Engineering Report (PER) following the *Oregon DEQ guidelines*. In addition to the minimum regulatory requirements, PER will include concept drawings showing conceptual pipe network layout, one-line diagram, and anticipated permit requirements. Submit to Owner for review.
- 401.2.11. Final PER. Incorporate Owner input and submit to DEQ for review. Address agency comments into final PER.

Owner Responsibilities:

- Provide input on holding tank, piping design criteria, and preferred alternatives.
- Obtain or provide information for land parcel for the holding tank site, easements, and rights-of-way.
- Provide overall site plan with enough detail to layout the pipe network.
- Provide all necessary documentation or title information for boundary survey services.
- Secure permission for access for surveying and geotechnical investigations on the two subject properties.
- Provide concurrence on the location of the geotechnical investigation; assist in pre-marking locations for test pits / boring.
- Review and provide one set of consolidated comments on the Draft PER, concept plans, and opinion of probable cost.

Assumptions:

- Consultant shall be entitled to rely, without liability or the need for independent verification, 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.
- Power is readily available and located adjacent to the site.
- Land and easement acquisition, negotiations, and legal descriptions are not included.
- Pavement sections, curbing and other site design is not included in this scope.
- Other assumptions documented for surveying and geotechnical services.

Deliverables:

- Agenda and minutes for Workshop Meeting.
- Draft and Final PER (1 paper copy and 1 PDF)

Subtask 401.2.2 – Topographic Survey

Sub-Consultant Responsibilities:

- 401.2.2.1. Sub-Consultant shall perform a topographic recovery survey of the Kane's Marina property to serve as a basis for design. Survey shall be based on an official benchmark acceptable to the City of Detroit and shall be based on the NAVD 1988 vertical datum. Horizontal datum shall be in state plane coordinates, Oregon North, 3601. Survey shall include the following:
 - a. Locate existing monumentation to compete a boundary resolution of subject area
 - b. Full topographic surface data and underground utilities to the edge of the project boundaries as defined in the attached PDF.
 - c. Obtain spot elevations at a maximum 50 foot on center spacing, including along roadway centerlines, top of curb, flowline of curb, lip of gutter, etc, to the nearest 0.01 foot
 - d. Additional spot elevations needed to adequately identify grade breaks and other topographic features.
 - e. Order One-Call utility locates for any underground utilities within subject area and adjacent public right of way
 - f. Locate surface features over subject area, including but not limited to: accessways, driveways, curbs, structures, fences, poles, disposal areas, drainage areas
 - g. Locate ground and above ground utilities, including: utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, hydrants
 - h. Locate trees 8" DBH and greater noting coniferous or deciduous
 - i. Map existing easements which may affect subject.
 - j. Provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an XML file.
- 401.2.2.2. Survey will show utility poles, power lines, and telecommunications, etc. including any identification information. For existing storm drains, culverts, and sanitary sewers, Sub-Consultant shall:
 - a. Show rim or grate elevations and inverts for all manholes and drainage structures, with structure size (inside dimensions)
 - b. Show pipe diameters, pipe material, and direction of pipe.
 - c. Show manhole symbols at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
 - d. Survey storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.
 - e. Show utility lines as continuous; do not terminate shortly after a structure, extend to nearest upstream or downstream structure.

Sub-Consultant Deliverables to Consultant:

- Basemap in AutoCAD 3D format.

Subtask 401.2.3 – Geotechnical Investigation

The purpose of this subtask is to evaluate soil and groundwater conditions as a basis for developing geotechnical engineering design criteria for the Kane's Marina project.

Sub-Consultant Responsibilities:

- 401.2.3.1. Review information regarding subsurface soil and groundwater in the vicinity of the site, including filed reports, selected geologic maps, and other geotechnical engineering-related information.
- 401.2.3.2. Coordinate and manage the field investigation, including public utility notification and scheduling. Utility locates will be ordered by Consultant.
- 401.2.3.3. Explore subsurface soil and groundwater conditions at the project site by drilling one (1) drilled boring exploration to a depth between 20 and 25 feet bgs on the south side of the site near proposed holding tank/wetwell location, and four (4) to six (6) boring explorations 5 to 10 feet bgs along the proposed forcemain alignment.
- 401.2.3.4. Explorations will be advanced to the depths noted or to practical refusal in dense gravels or competent rock, if encountered, whichever is shallower. The borings will be backfilled as required by state law and surface disturbance minimized to the extent practical. Cuttings will be left on site.
- 401.2.3.5. Obtain samples at representative intervals from the explorations, observe groundwater conditions and maintain detailed logs in general accordance with ASTM Standard Practices Test Method D 2488. Field exploration work shall be observed and documented by qualified geotechnical engineering staff.
- 401.2.3.6. Perform laboratory tests on selected soil samples obtained from the explorations to evaluate pertinent engineering characteristics. Specific laboratory tests will depend on soil conditions encountered, but may include moisture/density tests, Atterberg limit tests and percent fines tests.
- 401.2.3.7. Provide a geotechnical evaluation of the site and provide design recommendations in a geotechnical report that will address the following geotechnical components:
 - a. A general description of site topography, geology and subsurface conditions.
 - b. Report subsurface conditions and data along the proposed forcemain/collection lines alignment.
 - c. An opinion as to the adequacy of the proposed development of the holding tank/wetwell from a geotechnical engineering standpoint.
 - d. Recommendations for preparation measures at the proposed holding tank/wetwell/lift station site, including disposition of undocumented fill and unsuitable native soils, recommendations for temporary cut slopes and constraints for wet weather construction.
 - e. Recommendations for temporary excavation and temporary excavation protection, such as excavation sheeting and bracing.
 - f. Recommendations for earthworks, including use of on-site and imported structural fill and fill placement and compaction requirements.

- g. Recommendations for foundations to support proposed at-grade and below-grade structures, including minimum width and embedment, design soil bearing pressures, settlement estimates (total and differential), coefficient of friction and passive earth pressures for sliding resistance. Consultant assumes that proposed structures will be lightly loaded and that shallow foundations can be used to adequately support the structures.
 - h. Recommendations for supporting on-grade slabs, including base rock, capillary break and modulus of subgrade reaction, as appropriate.
 - i. Seismic design parameters in accordance with the current version of the Oregon Structural Specialty Code. Consultant will also perform a simplified liquefaction settlement analysis.
- 401.2.3.8. All work under this subtask will be directly supervised by an engineer licensed in the state of Oregon. Engineer will apply their professional seal to the document.

Assumptions:

- Owner will obtain right-of-entry or access to the exploration locations.
- A rubber-tired drill rig can adequately access the site.
- Explorations will be extended to the depths described above or to refusal in dense material. Contingency costs for specialized drilling into dense material if dense gravel or rock are encountered, are not included in this scope of work or fee.
- Excess drill cuttings can be scattered on site.
- Installation of monitoring wells to measure static water groundwater is excluded.
- Contaminated soils will not be encountered during exploration and sampling. If contaminated or suspected contamination is encountered (based on field screening), consultant will stop drilling operations, notify Owner and discuss how to proceed.
- If public locators are not allowed to enter or cannot enter the project area to clear specific exploration locations, Sub-Consultant may provide the services of a private locate company to access the site, if requested, for an additional fee of \$630.

Sub-Consultant Deliverables:

- Draft and Final Geotechnical Report.

Task 401.3 – Final Design

Consultant Responsibilities:

- 401.3.1. Plan Sheets. Prepare general, survey, site civil, structural, plumbing, HVAC, mechanical, electrical, and instrumentation and control plan sheets for the site, holding tank, and yard piping. Instrumentation and control final design is anticipated to be a performance spec for a holding tank and odor control monitoring system. Thus, the plan sheets will only include a piping and instrumentation diagram (P&ID). Coordinate location of pumps, piping layout, spacing, electrical equipment, generator, pump removal equipment, building access, overhead door, HVAC equipment, plumbing drains, and other appurtenances for ultimate lift station layout with the Owner. Prepare 90% review sets.

- 401.3.2. Specifications. Consultant will support the Owner in CM/GC selection with services described in Task 5 of this scope of work. Consultant will prepare technical specifications. Technical specifications will be prepared to detail the materials, processes, and the products that are to be used in the construction of the lift station. Complete draft technical specifications for the 90% review set.
- 401.3.3. 90% Design and Review Workshop Meeting. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting.
- 401.3.4. Agency Submittal. Agency design checklists will be completed and submitted along with the final plans and specifications to Agency for review.
- 401.3.5. Final Approval. Upon Owner and Oregon DEQ review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.
- 401.3.6. Opinion of Probable Costs. Selected CM/GC will provide cost estimating after Task 404. Consultant will review and provide feedback.

Owner Responsibilities:

- Review and provide one set of consolidated comments on the 90% design deliverables.
- Provide legal and risk reviews of the bid documents.
- Pay for any associated permitting fees not assigned to the Contractor.

Assumptions:

- Consultant will prepare the building permit application at 90% design and submit to the Marion County Building Inspection office. Final permits will be obtained by Owner. Owner shall pay all permit fees not assigned to the construction contractor.
- Consultant will prepare and submit the DEQ permit application at 90% design and assist Owner with DEQ consultation.
- Project will not include irrigation or landscaping of the site. Services of a licensed landscape architect is excluded.
- Extensive architectural feature and architectural rendering are not included in the holding tank design.
- Contractor will be required to prepare and implement an erosion and sediment control plan (ESCP), prepare traffic control plans, and secure associated permits.
- Shoring (if required) will be designed by the Contractor.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or project support above and beyond that described herein is considered an additional service requiring a contract amendment and equitable adjustment of the contract amount..
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the 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 construction cost prepared by the Consultant.
- The following design standards and references are to be followed where relevant during the development of the project:
 - Marion County Standard Specifications and Drawings
 - Oregon Standard Specifications for Construction
 - Owner to provide front end contracting and bidding documents (Div 00)
 - AIS and BABA requirements

- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site and building design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.

Deliverables:

- 90% design drawings and specifications, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17").
- 100% stamped design package, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17").
- Opinion of Probable Cost.

Task 401.4 – Pre-Procurement Support

Consultant Responsibilities:

- 401.4.1. This task includes consultant services to support the Owner in direct purchase of equipment for the Project using available funds. The objective of the direct purchase of equipment or materials is to account for potential long lead times and still have the equipment or materials on hand when the contractor is ready to move forward with construction. Consultant will provide specifications for the equipment/material to be directly purchased which may be out of sequence or earlier than the final design task.

Owner Responsibilities:

- Owner staff will lead the solicitation effort to either solicit informal bids or select suppliers from pre-approved supplier lists. Owner will receive and store materials prior to the Contractor taking on the equipment/material for installation.

Assumptions:

- Consultant is not responsible if material/equipment must be returned or designated as surplus due to the expedited delivery process for this project.
- Budget assumes up to 40 hours for support services to be provided as requested.

Deliverables:

- Procurement Specifications.

Task 401.5 – Alternative Contracting Method Support

Owner anticipates engaging a construction contractor for the construction of new project facilities using alternative contracting procedures. The purpose of this task is to support Owner during the contract development and solicitation process.

Consultant Responsibilities:

- 401.5.1. Support County staff as requested with Board of Commissioners meeting and draft documents in preparation for soliciting BOC approval and developing CM/GC solicitation documents.

Owner Responsibilities:

- Lead the efforts to gain County Board of Commissioners approval for use of alternative project delivery method.
- Lead the efforts to develop contractor solicitation and contract documents.

Assumptions:

- Budget assumes up to 40 hours for support services to be provided as requested.

Task 401.6 – WPCF PERMITTING

Consultant Responsibilities:

- 401.6.1. Prepare draft permit application for a holding tank permit for DEQ review.
- 401.6.2. Meet with DEQ to discuss the permit applications. For the purpose of this scope, up to two (2) meetings are assumed.
- 401.6.3. Address DEQ comments in permit application.

Owner Responsibilities:

- Provide input on draft permit application.
- If necessary, pay fee to DEQ for draft permit application.
- Review and comment on draft documents.

Assumptions:

- No field work, environmental studies, cultural resource investigations, or biological assessments are included in this task.
- This scope does not include any additional field gathering or special studies that may be required by the DEQ.
- No other permits will be required. If required, support for these permits can be provided as additional services.

Task 401.7 – Management Reserve (Contingency Task):

This task identifies prospective services that Owner, at its discretion, may elect to authorize Consultant to produce. Consultant shall perform no work nor incur any costs under this task prior to the issuance of separate authorization-to-proceed (email acceptable) by Owner.

From time to time the Owner may have additional tasks related to the project or additional tasks may be encountered that are not identified in this scope of work. For these instances, a time and material budget is established in order for Consultant to complete the additional services. A Management Reserve in the amount of \$5,000 is incorporated into this agreement to allow Owner Staff to authorize Additional Services if needed. The scope, schedule and budget for such items will be agreed upon in writing through an executed task order prior to incorporation into the work.

ADDITIONAL SERVICES (not included in scope of work)

- Special use permits, environmental services, or additional permitting beyond those described in the scope of work
- Additional public outreach/meetings or stakeholder outreach support
- Field investigations, including subsurface investigations, to check available record drawings
- Construction phase surveying (quantities, staking, record)
- Funding administration support
- Project site tours
- Easements and right-of-way acquisition support
- Multiple design alternatives (i.e alternative site layouts) for bidding purposes

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 **\$2,095,927** [**\$1,913,020.00**].

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.

<u>PHASE 1 – GENERAL ENGINEERING SERVICES</u>	Cost	Type
100 – PROJECT MANAGEMENT		
Task 100.1 – Project Management	\$ 35,520	T&M
Task 100.2 – County Board of Commissioners Support Services	[\$ 25,440] \$ <u>26,840</u>	LS
101 – STRATEGIC PERMITTING PLAN		
Task 101.1 – Project Management and Administration	\$ 4,825	LS
Task 101.2 – Data Review, Preliminary Agency Coordination, and Data Gaps Identification	\$ 19,090	LS
Task 101.3 – Strategic Permitting Plan	\$ 9,540	LS
102 – SUBSURFACE <u>EXPLORATION</u>[<u>INVESTIGATION</u>]		
Task 102.1 – Project Management and Administration	\$ 16,400	T&M
Task 102.2 – Subsurface Investigation Program	\$ 74,200	T&M
Subtask 102.2.1 – Gates / Mill City Subsurface Investigation	\$ 461,580	T&M
Subtask 102.2.2 – Detroit / Idanha Subsurface Investigation	\$ 566,780	T&M
Task 102.3 – Groundwater Modeling Evaluation		
Subtask 102.3.1 – Mill City / Gates Permitting Evaluation	\$ 63,600	T&M
Subtask 102.3.2 – Detroit / Idanha Permitting Evaluation	\$ 78,700	T&M
Task 102.4: McCoy Site Permitting (USFS) and Private Property Owner Coordination (Upper Deck)	\$ 18,700	T&M
<u>103 – LAND ACQUISITION AND RELOCATION SERVICES</u>		

<u>Task 103.1 – Project Management and Administration</u>	\$ 12,140	<u>T&M</u>
<u>Task 103.2 – Mill City Land Acquisition and Relocation Services</u>	\$ 58,817	<u>T&M</u>
<u>Task 103.3 – Detroit Land Acquisition and Relocation Services</u>	\$ 89,120	<u>T&M</u>
<u>104 – FINANCIAL ADVISORY SERVICES</u>		
<u>Task 104.1 – Project Management and Administration</u>	\$ 4,930	<u>T&M</u>
<u>Task 104.2 – Financial Advisory Services</u>	\$ 16,500	<u>T&M</u>
Subtotal	\$ 1,557,282 [1,374,375]	

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

<u>PHASE 2 – MILL CITY / GATES WASTEWATER SEWER SYSTEM</u>	Cost	Type
Task 200.1 – Project Management	\$ 12,600	LS
Task 200.2 – Data Acquisition & Facility Tour	\$ 6,110	LS
Task 200.3 – Project Planning	\$ 26,725	LS
Task 200.4 – Existing Facilities Evaluation	\$ 68,680	LS
Task 200.5 – Need for system improvements	\$ 3,650	LS
Task 200.6 – Collection System Alternatives Considered & Selection	\$ 53,615	LS
Task 200.7 – Treatment System Alternatives Considered & Selection	\$ 59,365	LS
Task 200.8 – Proposed Projects (Recommended Alternatives)	\$ 70,780	LS
Task 200.9 – Facilities Plan Documentation & Public Meeting	\$ 25,830	LS
Task 200.10 –Management Reserve	\$ 10,000	T&M
Subtotal	\$ 337,355	

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

<u>PHASE 4 – DETROIT INTERIM COMMERCIAL SEPTIC SYSTEMS</u>	Cost	Type
400 – COMMERCIAL SEPTIC SYSTEM PLANNING		
Task 400.1 – Project Management	\$ 6,030	LS
Task 400.2 – Data Acquisition & Properties Tour	\$ 17,770	LS
Task 400.3 – Stakeholder Involvement/Engagement	\$ 17,200	LS
Task 400.4 – Commercial Septic System Concept	\$ 26,680	LS
401 – KANE’S MARINA SEPTIC SYSTEM		
Task 401.1 – Project Management	\$ 15,550	LS
Task 401.2 – Preliminary Engineering Report (PER)	\$ 28,630	LS
Subtask 401.2.2 – Topographic Survey	\$ 17,240	LS
Subtask 401.2.3 – Geotechnical Investigation	\$ 17,060	LS
Task 401.3 – Final Design	\$ 28,270	LS
Task 401.4 – Pre-Procurement Support	\$ 8,000	T&M
Task 401.5 – CM/GC Support Services	\$ 8,000	T&M
Task 401.6 – WPCF Permitting	\$ 5,860	LS
Task 401.7 – Management Reserve (Contingency Task)	\$ 5,000	T&M
Subtotal	\$ 201,290	

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

TOTAL	<u>\$ 2,095,927</u> <u>[\$1,913,020]</u>
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- B.1.01 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.1.02 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.1.03 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.1.04 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.1.05 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.1.05 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 subconsultants.
 - 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.

MARION COUNTY STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT E - CRITICAL DATE SCHEDULE Schedule of Deliverables

<u>PHASE 1 – GENERAL ENGINEERING SERVICES</u>	
100 – PROJECT MANAGEMENT	
Task 100.1 – Monthly Invoices and Progress Reports	Monthly
Task 100.1 – Meeting agendas and minutes	Weekly
Task 100.2 – Final Presentation Materials	8 weeks after NTP
101 – STRATEGIC PERMITTING PLAN	
Task 101.3 – Draft Strategic Planning Plan	11 weeks after Amend No. 2 NTP
Task 101.3 – Final Strategic Planning Plan	13 weeks after Amend No. 2 NTP
102 – SUBSURFACE EXPLORATION	
Task 102.2.1 – Draft Subsurface Investigation Work Plan	
Task 102.2.1 – Final Subsurface Investigation Work Plan	
Task 102.2.1 – Infiltration Testing and Test Pit Excavation Memorandum	
Task 102.2.1 – Draft Subsurface Investigation Memorandum	
Task 102.2.1 – Final Subsurface Investigation Memorandum	
Task 102.2.1 – Groundwater Level Monitoring Memorandum	
Task 102.2.2 – Draft Subsurface Investigation Work Plan	
Task 102.2.2 – Final Subsurface Investigation Work Plan	
Task 102.2.2 – Infiltration Testing and Test Pit Excavation Memorandum	
Task 102.2.2 – Draft Subsurface Investigation Memorandum	
Task 102.2.2 – Final Subsurface Investigation Memorandum	
Task 102.2.2 – Groundwater Level Monitoring Memorandum	
Task 102.3.1 – Draft WPCF Evaluation Memorandum	
Task 102.3.1 – Final WPCF Evaluation Memorandum (Owner Comments)	
Task 102.3.1 – Draft WPCF Evaluation Memorandum (DEQ Comments)	
Task 102.3.2 – Draft WPCF Evaluation Memorandum	
Task 102.3.2 – Final WPCF Evaluation Memorandum (Owner Comments)	
Task 102.3.2 – Draft WPCF Evaluation Memorandum (DEQ Comments)	
<u>103 – LAND ACQUISITION AND RELOCATION SERVICES</u>	

<u>Task 103.1 – Project Management and Administration</u>	
<u>Task 103.2 – Mill City Land Acquisition and Relocation Services</u>	
<u>Task 103.2.3 – Draft ROW Programming Estimate</u>	
<u>Task 103.2.4 – General Information Notice (GIN) Delivery</u>	<u>20 days after Amend No. 3 NTP</u>
<u>Task 103.2.5 – 15 Day Notice of Appraisal Inspection</u>	<u>8 weeks after Amend No. 3 NTP</u> <u>ROW Acquisition Phase</u>
<u>Task 103.2.5 – Appraisal Report, Specialty Report, 15 Day Notice of Appraisal Inspection to each property owner.</u>	<u>20 weeks after Amend No. 3 NTP</u> <u>ROW Acquisition Phase</u>
<u>Task 103.2.6 – Draft Offer Packets</u>	
<u>Task 103.2.6 – Final Offer Packets</u>	
<u>Task 103.2.6 – Final Report Packet</u>	
<u>Task 103.2.6 – Proposed Counteroffers, if applicable</u>	
<u>Task 103.2.6 – Recommendation for Condemnation, if applicable</u>	
<u>Task 103.2.6 – Report of Personal Interview</u>	
<u>Task 103.2.7 – Submit studies, Move Agreements, and Estimates</u>	
<u>Task 103.2.7 – Submit Relocation Claims</u>	
<u>Task 103.2.7 – Submit Relocation Closing Reports</u>	
<u>Task 103.2.9 – ROW Certification Form</u>	<u>12 weeks prior to Project Bid Date</u>
<u>Task 103.3 – Detroit Land Acquisition and Relocation Services</u>	
<u>Task 103.3.3 – Draft ROW Programming Estimate</u>	
<u>Task 103.3.4 – General Information Notice (GIN) Delivery</u>	<u>20 days after Amend No. 3 NTP</u>
<u>Task 103.3.5 – 15 Day Notice of Appraisal Inspection</u>	<u>8 weeks after Amend No. 3 NTP</u> <u>ROW Acquisition Phase</u>
<u>Task 103.3.5 – Appraisal Report, Specialty Report, 15 Day Notice of Appraisal Inspection to each property owner.</u>	<u>20 weeks after Amend No. 3 NTP</u> <u>ROW Acquisition Phase</u>
<u>Task 103.3.6 – Draft Offer Packets</u>	
<u>Task 103.3.6 – Final Offer Packets</u>	
<u>Task 103.3.6 – Final Report Packet</u>	
<u>Task 103.3.6 – Proposed Counteroffers, if applicable</u>	
<u>Task 103.3.6 – Recommendation for Condemnation, if applicable</u>	
<u>Task 103.3.6 – Report of Personal Interview</u>	
<u>Task 103.3.7 – Submit studies, Move Agreements, and Estimates</u>	
<u>Task 103.3.7 – Submit Relocation Claims</u>	
<u>Task 103.3.7 – Submit Relocation Closing Reports</u>	

Task 103.3.9 – ROW Certification Form	<u>12 weeks prior to Project Bid Date</u>
104 – FINANCIAL ADVISORY SERVICES	
Task 104.1 – Project Management and Administration	
Task 104.2 – Financial Advisory Services	
<u>PHASE 2 – MILL CITY / GATES WASTEWATER SEWER SYSTEM</u>	
200 – MILL CITY / GATES FACILITIES PLANNING STUDY	
Task 200.2 – Request(s) for Information	
Task 200.3 – Draft Project Planning Facility Plan Section	
Task 200.4 – Draft Existing Facilities Evaluation Facility Plan Section	
Task 200.5 – Draft Project Need Facilities Plan Section	
Task 200.6 – Draft Collection System Alternatives Facility Plan Section	
Task 200.7 – Draft Treatment System Alternatives Facility Plan Section	
Task 200.8 – Capital Improvement Plan	
Task 200.8 – SDC Eligibility Estimate	
Task 200.8 – Draft Proposed Project Facility Plan Section	
Task 200.9 – Public Meeting Presentation Materials	
Task 200.9 – Final Facilities Plan	
<u>PHASE 4 – DETROIT INTERIM COMMERCIAL SEPTIC SYSTEMS</u>	
400 – COMMERCIAL SEPTIC SYSTEM PLANNING	
Task 400.2 – Requests for Information	
Task 400.2 – Existing Septic and Drain Field Summary Tables and Figures	
Task 400.3 – Presentation Materials	
Task 400.4 – Draft Commercial Septic Design Memorandum	8 weeks after Amend No. 1 NTP
401 – KANE’S MARINA SEPTIC SYSTEM	
Task 401.1 – Kickoff meeting agenda	2 weeks after Amend No. 2 NTP
Task 401.1 – Kickoff meeting minutes	1 week after Kickoff Meeting
Task 401.1 – Request for Information	
Task 401.1 – Presentation Materials	
Task 401.2 – Workshop Meeting Agenda	
Task 401.2 – Workshop Meeting Minutes	
Task 401.2 – Draft Preliminary Engineering Report	5 weeks after Amend No. 2 NTP
Task 401.2 – Final Preliminary Engineering Report	6 weeks after Amend No. 2 NTP
Subtask 401.2.2 – Topographic Basemap	6 weeks after Amend No. 2 NTP

Subtask 401.2.3 – Geotechnical Report	10 weeks after Amend No. 2 NTP
Task 401.3 – 90% Design Drawings and Specifications	15 weeks after Amend No. 2 NTP
Task 401.3 – Final (Stamped) Drawings and Specifications	17 weeks after Amend No. 2 NTP
Task 401.3 – Opinion of Probably Cost	17 weeks after Amend No. 2 NTP
Task 401.4 – Procurement Specifications	

MARION COUNTY STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT F - RATE SCHEDULE

<u>Keller Associates</u>	Maximum Hourly Rate*
Project Engineer I	<u>\$130</u>
Project Engineer II	<u>\$170</u>
Project Engineer III	<u>\$220</u>
Project Manager I/II	<u>\$170</u>
Project Manager III	<u>\$225</u>
Structural Engineer I/II	<u>\$170</u>
Structural Engineer III	<u>\$220</u>
Chief Engineer / Chief Structural Engineer	<u>\$270</u>
CAD I/II	<u>\$130</u>
CAD III	<u>\$150</u>
CAD Manager	<u>\$180</u>
Electrical Controls I/II	<u>\$170</u>
Electrical Controls III	<u>\$220</u>
Principal	<u>\$275</u>
Surveyor I/II	<u>\$145</u>
Professional Surveyor PLS	<u>\$180</u>
Field Representative	<u>\$140</u>
Engineering Student	<u>\$75</u>
Administration I	<u>\$90</u>
Administration II	<u>\$110</u>

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

***Reimbursable Expenses at Cost x 1.05*

SUBCONSULTANT RATE SCHEDULE

<u>Hydrological</u>	<u>Maximum Hourly Rate*</u>
<u>Administration</u>	<u>\$110</u>
<u>Project Hydrogeologist</u>	<u>\$120</u>
<u>Principal Hydrogeologist</u>	<u>\$190</u>
<u>Staff Geologist</u>	<u>\$120</u>
<u>GIS/Graphics/Database</u>	<u>\$140</u>

<u>Permitting</u>	<u>Maximum Hourly Rate*</u>
<u>Planning-Specialist XI</u>	<u>\$197</u>
<u>Environmental Resources-Specialist XI</u>	<u>\$197</u>
<u>Planning Specialist V</u>	<u>\$117</u>
<u>Planning Specialist IV</u>	<u>\$107</u>

<u>Land Acquisition and Relocation</u>	<u>Maximum Hourly Rate*</u>
<u>Land Owner Liaison – Dave Hansen</u>	<u>\$81.89</u>
<u>Land Owner Liaison – Kari Lowe</u>	<u>\$244.98</u>
<u>Project Management and Administration – Tamisha Schrunk</u>	<u>\$185.00</u>
<u>Project Management and Administration – Samri Laney</u>	<u>\$42.60</u>
<u>Land Owner Liaison – Julie Goodrich</u>	<u>\$155.00</u>

<u>Financial Advisory</u>	<u>Maximum Hourly Rate*</u>
<u>Principals</u>	<u>\$295</u>
<u>Project Managers</u>	<u>\$230</u>
<u>Consultants</u>	<u>\$190</u>
<u>Public Relations</u>	<u>\$170</u>
<u>Technical Writer/Graphic Artist</u>	<u>\$145</u>
<u>Administrative Support</u>	<u>\$95</u>

<u>Surveying</u>	<u>Maximum Hourly Rate*</u>
<u>PLS Office Technician</u>	<u>\$140</u>
<u>One-Man Field Crew</u>	<u>\$140</u>
<u>Project Surveyor</u>	<u>\$140</u>

<u>Geotechnical Services</u>	<u>Billed</u>	<u>Rate*</u>
<u>ENGINEERING CONSULTING</u>		
<u>Staff Geotech/Soil Engineer I or Geologist I</u>	<u>Hourly</u>	<u>\$ 105.00</u>
<u>Staff Geotech/Soil Engineer II or Geologist II</u>	<u>Hourly</u>	<u>\$ 130.00</u>
<u>Staff Geotech/Soil Engineer III or Geologist III</u>	<u>Hourly</u>	<u>\$ 150.00</u>
<u>Associate Engineer I</u>	<u>Hourly</u>	<u>\$ 155.00</u>
<u>Associate Engineer II</u>	<u>Hourly</u>	<u>\$ 175.00</u>
<u>Engineering Geologist I</u>	<u>Hourly</u>	<u>\$ 175.00</u>
<u>Engineering Geologist II</u>	<u>Hourly</u>	<u>\$ 195.00</u>
<u>Senior Engineer</u>	<u>Hourly</u>	<u>\$ 205.00</u>
<u>Seismic/Technical Specialist Engineer</u>	<u>Hourly</u>	<u>\$ 250.00</u>
<u>Principal Engineer</u>	<u>Hourly</u>	<u>\$ 235.00</u>
<u>Drone Flight Services</u>	<u>Hourly</u>	<u>\$ 245.00</u>
<u>Drone Hardware & Flight Fee</u>	<u>Daily</u>	<u>\$ 160.00</u>
<u>CADD Technician</u>	<u>Hourly</u>	<u>\$ 100.00</u>
<u>Administrative Assistant</u>	<u>Hourly</u>	<u>\$ 85.00</u>
<u>SPECIAL INSPECTION AND CONSTRUCTION SERVICES</u>		
<u>Project Manager</u>	<u>Hourly</u>	<u>\$ 140.00</u>
<u>Engineering Technician</u>	<u>Hourly – 3 hr min</u>	<u>\$ 100.00</u>
<u>Senior Engineering Technician</u>	<u>Hourly – 3 hr min</u>	<u>\$ 120.00</u>
<u>Subgrade Evaluation Onsite</u>	<u>Each</u>	<u>\$ 385.00</u>
<u>Nuclear Densometer</u>	<u>Daily</u>	<u>\$ 85.00</u>
<u>Vehicle Fee (Rental/In-house)</u>	<u>Daily</u>	<u>\$ 135.00</u>
<u>Laboratory Technician</u>	<u>Hourly</u>	<u>\$ 85.00</u>
<u>Laboratory Manager</u>	<u>Hourly</u>	<u>\$ 140.00</u>
<u>MATERIALS TESTING SERVICES</u>		

<u>#200 Wash</u>	<u>Each</u>	<u>\$ 140.00</u>
<u>Atterberg Limits</u>	<u>Each</u>	<u>\$ 250.00</u>
<u>In-Situ Dry Density and Moisture Content</u>	<u>Each</u>	<u>\$ 55.00</u>
<u>Moisture Content</u>	<u>Each</u>	<u>\$ 40.00</u>
<u>One-dimensional Consolidation</u>	<u>Each</u>	<u>Quoted</u>
<u>Proctor Moisture-Density</u>	<u>Each</u>	<u>\$ 380.00</u>
<u>Sieve Analysis $\frac{3}{4}$ inch to 2-inch max</u>	<u>Each</u>	<u>\$ 380.00</u>
<u>Sieve Analysis < $\frac{3}{4}$ inch max</u>	<u>Each</u>	<u>\$ 330.00</u>
<u>Sieve Analysis > 2-inch max</u>	<u>Each</u>	<u>\$ 560.00</u>
<u>Soil Classification</u>	<u>Each</u>	<u>\$ 45.00</u>
<u>Specific Gravity of Coarse Aggregate</u>	<u>Each</u>	<u>\$ 155.00</u>

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

***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

MARION COUNTY STANDARD PROFESSIONAL SERVICES CONTRACT

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.*

SIGNATURE PAGE FOR
ARPA - NORTH SANTIAM CANYON SEWER PROJECT - PW-5069-22
between
MARION COUNTY and KELLER ASSOCIATES, INC.

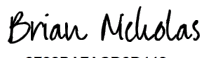
Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:


Chair	Date
-------	------

Commissioner	Date
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Commissioner	Date
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Authorized Signature:	<small>DocuSigned by:</small>  <small>9793BA7ACD6D443...</small>	5/11/2023	Date
	Department Director or designee		Date

Authorized Signature:	<small>DocuSigned by:</small>  <small>BC10351248DE4EC...</small>	5/12/2023	Date
	Chief Administrative Officer		Date

Reviewed by Signature:	<small>DocuSigned by:</small>  <small>D06FC5B04B9F403...</small>	5/12/2023	Date
	Marion County Legal Counsel		Date

Reviewed by Signature:	<small>DocuSigned by:</small>  <small>C6B2F3DF267F444...</small>	5/11/2023	Date
	Marion County Contracts & Procurement		Date

KELLER ASSOCIATES SIGNATURE

Authorized Signature:	Date
-----------------------	------

Title:	
--------	--



Contract Review Sheet

PW-5069-22 (2)

A&E Standard Prof Svcs Agmnt #: PW-5069-22 Amendment #: 2

Contact: Alicia Henry Department: Public Works Department

Phone #: 503-373-4320 Date Sent: Monday, November 28, 2022

Title: North Santiam Canyon Sewer Project - ARPA

Contractor's Name: Keller Associates

Term - Date From: September 30, 2022 Expires: December 31, 2026

Original Contract Amount: \$ 60,960.00 Previous Amendments Amount: \$ 128,640.00

Current Amendment: \$ 1,784,380.00 New Contract Total: \$ 1,913,020.00 Amd% 3038%

☐ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# 1,130

Description of Services or Grant Award

Amendment 2 - adds environmental permitting services, subsurface exploration and groundwater investigations, facility planning and related essential services in excess of 25%.

Desired BOC Session Date: 12/7/2022 BOC Planning Date: 11/24/2022

Files submitted in CMS: 11/16/2022 Printed packet & copies due in Finance: 11/22/2022

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Camber Schlegel 11/28/22 _____
 Finance - Contracts Date Grant Review Contract Specialist
Jane E. Votto 11/28/23 _____
 Legal Counsel Date Chief Administrative Officer 11/30/22 Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 7, 2022

Department: Public Works Agenda Planning Date: 11/1/2022 Time required: 10 min

☐ Audio/Visual aids N/A

Contact: Brian Nicholas Phone: x7943

Department Head Signature:

TITLE

Consider approval of Amendment No. 2 to professional service contract PW-5069-22 with Keller Associates, Inc. for the North Santiam Sewer Project.

Issue, Description & Background

Marion County received \$50,000,000 in American Rescue Plan Act (ARPA) funds from the State of Oregon for the design, permitting and construction of the North Santiam Sewer Project. Marion County has agreed to deliver the project on behalf of the North Santiam Sewer Authority (NSSA) and its member cities. On May 20, 2022, the county selected a consultant team led by Keller Associates, Inc. to provide a comprehensive suite of engineering and other professional services to deliver the project. This is a large, multi-phase project with aggressive expenditure deadlines driven by ARPA funding requirements. Therefore, for expediency, the full scope of services needed to deliver the full project will be executed in a series of amendments to the original consultant services agreement, ensuring that early critical-path activities begin without delay. On October 7, 2022, the county executed contract PW-5069-22 with Keller and Amendment No. 1 was executed on October 19, 2022.

This Amendment No. 2 adds environmental permitting services, subsurface exploration, groundwater investigations, facility planning, commercial septic planning and design, and related services.

Financial Impacts:

This amendment will increase the contract value by \$1,784,380, from \$128,640 to \$1,913,020, all of which will be paid using federal ARPA funds with no local funding match. This is a budgeted expense in the current fiscal year in the 135 Public Works Grants fund.

Impacts to Department & External Agencies

This amendment results in no impacts to other departments and serves to advance the North Santiam Sewer Project on behalf of the cities of Mill City, Gates, Detroit and Idanha.

Options for Consideration:

- 1) Approve Amendment No. 2 to contract PW-5069-22, enabling critical-path work to proceed, or
- 2) Take no action at this time.

Recommendation:

Staff recommends Option 1, approval of Amendment No. 2 to contract PW-5069-22.

List of attachments:

Amendment No. 2 to contract PW-5069-22, the Contract for Services between Marion County and Keller Associates

Presenter:

Brian Nicholas

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



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Copies to:

Alicia Henry, ahenry@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT PW-5069-22

Date: November 25, 2022
To: Chief Administrative Officer
Cc: Contract File
From: Alicia Henry

I. Subject: Amendment Exceeds 25%

DIPS CODE: 135-40-42-461-4603-534500-105830 105831 809.002

Budget Authority: ☒ Yes ☐ No

CIP: 23-325/326

The Marion County Public Works Department is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Keller Associates for North Santiam Canyon Sewer Project - ARPA with a value of 128,640 and an additional 1,784,380 will be added to the contract for a new contract total of \$1,913,020.00 upon approval.

A. BACKGROUND

Marion County received \$50,000,000 in American Rescue Plan Act (ARPA) funds from the State of Oregon for the design, permitting and construction of the North Santiam Sewer Project. Marion County has agreed to deliver the project on behalf of the North Santiam Sewer Authority (NSSA) and its member cities. On May 20, 2022, the county selected a consultant team led by Keller Associates, Inc. to provide a comprehensive suite of engineering and other professional services to deliver the project. This is a large, multi-phase project with aggressive expenditure deadlines driven by ARPA funding requirements. Therefore, for expediency, the full scope of services needed to deliver the full project will be executed in a series of amendments to the original consultant services agreement, ensuring that early critical-path activities begin without delay. On October 7, 2022, the county executed contract PW-5069-22 with Keller and Amendment No. 1 was executed on October 7, 2022. Subsequent phases of work will be awarded to the consultant as the project progresses.

B. CURRENT AMENDMENT PURPOSE

Amendment No. 2 adds environmental permitting services, subsurface exploration and groundwater investigations, facility planning and related essential services.

C. JUSTIFICATION

The initial contract consisted of a \$60K fast-start contract, which enabled work on this time-sensitive project to begin quickly. Amendment 1 added an additional amount of \$67,680, for a contract total of \$128,640. Amendment 2 conforms to the Request for Proposal and

awarded contract phased approach and will add an additional \$1,784,380, to ensure the project will meet ARPA requirements and deadlines. This conforms to the contracting plan for this project.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? ☒ Yes ☐ No
2. If yes, amount \$ 5,515,700 Program / Account 461 - 534500
3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:
 - a. Amount: \$ _____
 - b. Managed with anticipated savings— explain why and from what costing:

 - c. Will require a supplemental budget request – provide the expected funding source and costing:
 - i. Funding Source: _____
 - ii. Costing: _____

Submitted by:

Alicia Henry


Digitally signed by Alicia
Henry
Date: 2022.11.28 08:11:38
-08'00'

Alicia Henry
Public Works Department

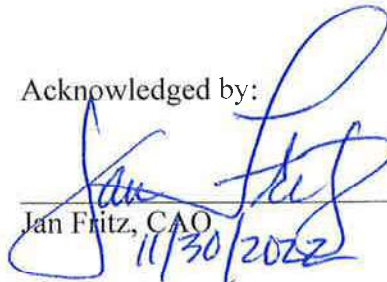
Reviewed by:


Contracts & Procurement

Acknowledged by:


Department Head

Acknowledged by:


Jan Fritz, CAO
11/30/2022



Marion County
OREGON

AMENDMENT 2 to PW-5069-22
the CONTRACT FOR SERVICES
between
MARION COUNTY and KELLER ASSOCIATES

This is Amendment No. 2 to the Contract for Services (as amended from time to time, the "Contract"), dated September 30, 2022, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Keller Associates, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

AGREEMENT

Owner agrees to pay Consultant a sum not to exceed \$1,913,020.00 [~~\$128,640~~] for Phase 1, 2, and 4 Services, which shall include all allowable expenses, more specifically described in **EXHIBIT A, Statement of Work**.

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 construct new sanitary sewer infrastructure in the North Santiam River Canyon of Marion and Linn Counties in Oregon. Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant to serve the cities of Mill City and Gates, including improvements to existing Mill City sewer collection infrastructure, construction of a new sewer main to serve Gates and construction of new sanitary sewer collection infrastructure within Gates. Project will construct the proposed sanitary sewer infrastructure pending the availability of adequate construction funding.

The Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant and sewer collection systems to serve the cities of Detroit and Idanha. Project will construct the proposed infrastructure pending adequate availability of construction funding.

The Project will also design, permit, acquire property and construct commercial-scale community septic systems to serve the commercial core of Detroit to support economic recovery of the area.

Tasks within this Statement of Services are organized as follows:

100-Level Tasks – Phase 1 Services – Overall project management, administration and coordination of Consultant Services, meetings, communication, public engagement, general engineering and related Services.

200-Level Tasks – Phase 2 Services – Mill City / Gates Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.

300-Level Tasks – Phase 3 Services – Detroit / Idanha Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.

400-Level Tasks – Phase 4 Services – Detroit Interim Commercial Septic Systems – Engineering, design, permitting, property acquisition, stakeholder engagement, bid support and construction oversight.

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 life-cycle costs affordable.
- 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**

Telephone: **503.364.2002**

Owner: **Brian Nicholas, PE, PW Director**

Telephone: **503.930.8502**

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 County, North Santiam Sewer Authority, or other state agencies.
- 100.1.3 **Presentations or attendance to North Santiam Sewer Board Meetings.** From time to time, Consultant will attend, by invite, the board meetings for the North Santiam Sewer Board. Consultant may present project updates to the board. Consultant will prepare presentation materials and/or handouts as directed.

Owner Responsibilities:

- Administer project funding.

Assumptions:

- Submit documents electronically, unless directed otherwise.
- Assumes a 6-month duration for general project administration.
- Task 1 includes up to 212 hours of project management services.

Deliverables:

- Monthly Invoices [– electronic copy]
- Monthly Progress Reports
- Meeting agenda and minutes [– electronic copy]

Task 100.2 [1] – County Board of Commissioners Support Services

Consultant Responsibilities:

100.2.1. [1.] **Presentations to County Commissioners.** Consultant will present to the County Commissioners at a regularly scheduled Board of Commissioners Meeting on up to two occasions. Consultant will prepare presentation materials and/or handouts. The two presentations will tentatively occur in the months of November and December and will have the following purpose:

Presentation #1 – Within one month after effective date of contract. Summarize the current status of Mill City's interim sewer improvement project and this Project. Develop an affirmative plan with Consultant's recommendations on how both projects can be advanced as efficiently and economically as possible to serve both the City's and this Project's needs. Summarize next steps and projected schedule.

Presentation #2 – Within two months after effective date of contract. Follow up visit, if necessary, to answer additional questions or present on additional items requested by County/County Commissioners.

Consultant will re-engage with sub-consultants (i.e. GSI, SWCA) and agencies (i.e. Oregon DEQ, US Forest Service) 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:

- Review deliverables in a reasonable time and provide feedback as needed to the Consultant.
- Attend and participate in board meetings.

Assumptions:

- Presentations are in-person at the County offices.

Deliverables:

- Draft presentation material [– electronic copy]
- Final presentation material [– electronic copy]

101 – STRATEGIC PERMITTING PLAN

Task 101.1 – Project Management and Administration

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.
- 101.1.2. Consultant Coordination. Coordinate services to complete the Strategic Environmental Permitting Plan.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of the draft Strategic Permitting Plan.

Assumptions:

- Project management budget assumes a task order schedule of up to 3 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 101.2 – Data Review, Preliminary Agency Coordination, and Data Gaps Identification

Consultant Responsibilities:

- 101.2.1. Consultant shall review available project information, including background, concept development and current plan/design information for the North Santiam Canyon Wastewater Master Plan (Master Plan). Consultant will conduct a desktop review of the Master Plan area to identify potential resources affected and locate existing available data. Using this information, Consultant will compile a list of potential issues and data needs for the project. Consultant will check and refine the understanding of those issues by initiating preliminary, informal discussions with the anticipated permitting agencies to understand their concerns and permitting needs for the project. The intent of these discussions will be to identify the agencies' specific resource concerns, to understand permitting requirements and obligations, and discuss options for permitting efficiencies, such as using programmatic agreements. Consultant will also preliminarily identify which federal agencies may have a National Environmental Policy Act (NEPA) requirement for the Master Plan and/or specific projects or phases that are part of the plan (due to their jurisdiction, land ownership, or funding) and whether a single joint NEPA document could be used to support multiple federal decisions.

Task 101.3 – Strategic Permitting Plan

Consultant Responsibilities:

Based on information obtained in Task 101.2, Consultant will prepare a draft Strategic Permitting Plan. The draft Strategic Permitting Plan will include:

- Project permitting schedule and general cost estimate.
- Summary of environmental permits and approvals needed
- Summary of initial pre-scoping discussions with agencies
- List of potential resources affected and existing available data

- List of potential permitting issues and data needs (based on desktop analysis and agency discussions)
- List of design needs to complete permitting
- Summary of potential opportunities for permitting efficiencies
- Estimated timeline to complete permitting
- Estimated general cost to complete permitting

Consultant will revise and finalize the Strategic Permitting Plan based on one consolidated review by Consultant and Owner.

Assumptions:

- Consultant will conduct up to three coordination conference calls with Owner to provide updates, receive additional information/clarifications, etc.
- Permitting agencies for informal, pre-scoping coordination will be: US Forest Service, US Army Corps of Engineers, US Fish and Wildlife Service, National Marine Fisheries Service, Oregon Department of Environmental Quality, Oregon Department of Fish and Wildlife, Oregon Department of State Lands, Oregon Department of Transportation, and Marion County. Outreach to agencies will consist of email or telephone contact. Consultant will make a reasonable effort get information from agencies within the available time and consistent with the level of effort budgeted.
- “Environmental permits and approvals” do not include easements or rights-of-way with utilities, ODOT, or federal agencies.
- Permitting requirements related specifically to wastewater treatment/infiltration requirements will be addressed through a separate task order.
- One review of the draft Strategic Permitting Plan will be conducted. The Strategic Permitting Plan will be revised based on one consolidated set of review comments. Consultant intends for the Strategic Permitting Plan to be a “living document”, updated and adapted as the project planning and subsequent design and permitting efforts progress.
- No Owner board meeting presentations

Deliverables:

- Draft Strategic Planning Plan
- Final Strategic Planning Plan

102 – SUBSURFACE EXPLORATION

Task 102.1 – Project Management and Administration

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. Coordination. Coordinate services to complete the permitting and subsurface investigations.

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.
- Project management budget assumes a task order schedule of up to 24 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 102.2 – Subsurface Investigation Program

The purpose of subsurface investigation is to collect soil and groundwater data that can be used to: (1) determine whether a candidate site can infiltrate the required volume of treated wastewater, (2) inform facility predesign, (3) evaluate facility permitting framework (WPCF required), and (4) evaluate compliance with DEQ's groundwater protection rules. The subsurface investigation program involves excavating test pits to measure soil infiltration rates and observe soil types, installing monitoring wells to measure aquifer properties, collecting soil and groundwater samples, and one year of groundwater and surface water level monitoring. This task includes management, planning and execution of the subsurface investigation program comprised of two subtasks:

- Subtask 102.2.1 – Mill City / Gates Subsurface Investigation
- Subtask 102.2.2 – Detroit / Idanha Subsurface Investigation

Owner Responsibilities:

- This scope of work does not include effort to identify domestic water wells in the vicinity of the proposed infiltration facility (which would likely involve a door-to-door survey and review of households that are connected to City water). Owner is responsible for this effort, if it is needed, and for incorporating the information obtained into the final report.

Assumptions:

- Subsurface investigations will occur on private or public [i.e., U.S. Forest Service (USFS)] property that is not owned by Owner. Owner and Consultant will work collaboratively to gain access to these sites for the purpose of performing site evaluation work. In general, Owner is responsible for the execution of site access agreements with property owners and Consultant is responsible for coordination with property owners regarding schedule for accessing the property, discussing access routes, and reporting results to the property owner.
- Test pitting and infiltration testing will be limited to four days in the Detroit/Idanha area (up to 10 test pits) and five days in the Gates/Mill City area (up to 18 test pits).
- Monitoring wells and temporary borings will target discrete horizons in the glacial till geologic unit that are related to the depth to groundwater and the contact between glacial till and bedrock. Because there is limited information about the geology and depth to groundwater at the candidate sites, the costs for drilling are based on assumptions about the depths of monitoring wells and temporary borings. Where field conditions differ from those assumed and where such differences result in increased field costs that exceed the established budget for this task, an equitable adjustment to the contract value will be made by contract amendment.
- In the Gates/Mill City area, it is assumed that monitoring wells will be 100 feet deep, one temporary boring will be advanced to the top of the water table at 80 feet below ground surface (bgs), and another temporary boring will be advanced to the top of bedrock at 200 feet bgs.
- In the Detroit/Idanha area, we have assumed that monitoring wells will be 80 feet deep (2 wells) or 200 feet deep (3 wells), and two temporary borings will be advanced to the top of bedrock at 100 feet bgs.
- Drilling costs could change if: (1) driller costs change (quotes are typically only good for 30 days due to "instability of commodity costs") or (2) the assumed construction of wells and borings

changes based on the geology of the site. It is assumed that casing advance is not necessary to keep the bedrock hole open during drilling of the monitoring well in the Detroit/Idanha area. An amendment may be necessary if casing must be advanced to keep the hole open at this well and if such costs exceed the agreed upon task budget.

- Subsurface exploration work, including digging of test pits, geotechnical drilling and installation of subsurface monitoring equipment, is not subject to Davis-Bacon or BOLI prevailing wages.

Subtask 102.2.1 – Mill City / Gates Subsurface Investigation

Subsurface investigation in the Gates/Mill City area includes the following activities:

- 102.2.1.1. Work Plan. Develop a work plan for the subsurface investigation that includes a specific plan for excavating and infiltration testing at up to 18 test pits (at Site 1 through Site 4) and a general plan for installing monitoring wells (which will be refined with an addendum upon selection of a site for the monitoring wells). The Work Plan will include procedures for soil classification, soil/groundwater sampling, infiltration testing, and aquifer testing.
- 102.2.1.2. Excavate Test Pits and Measure Infiltration Rate. Prepare for the field event, including development of a Health and Safety Plan (HASP) that meets Occupational Safety and Health Administration (OSHA) standards and oversight of a utility locating contractor to clear test pits for subsurface utilities. Oversee excavation of up to eighteen (18) test pits to a depth of 12 to 15 feet below ground surface (bgs) or refusal by a backhoe; log soils in general accordance with Unified Soil Classification System (USCS) visual-manual procedures; collect soil samples for analysis of physical soil characteristics in a laboratory; conduct infiltration tests in each test pit using a single-ring infiltrometer at depths to be chosen based on the nature of subsurface soils (shallow and deep soil horizons will be targeted); analyze test data to calculate an effective saturated hydraulic conductivity of the soils; collect one soil sample at each site and analyze for soil quality (volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and metals at Apex Labs, Tigard, Oregon, and multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); summarize results in a brief technical memorandum to facilitate site selection for deep soil investigation.
- 102.2.1.3. Temporary Borings and Monitoring Well Construction and Testing. Develop a conceptual design for monitoring wells; install and develop three (3) groundwater monitoring wells and two (2) temporary borings by an Oregon-licensed driller; log soils in general accordance with USCS visual-manual procedures; collect soil samples for analysis in a laboratory; analyze soil samples taken from the borings for particle size distribution (12 samples), particle density testing (6 samples), water content (60 samples), and saturated hydraulic conductivity (9 samples); perform a slug test at each monitoring well to evaluate aquifer properties (hydraulic conductivity and storage); collect a groundwater sample from one well (VOCs, SVOCs, PAHs, PCBs and metals at Apex Labs, Tigard, Oregon, and a multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); analyze test data to calculate aquifer parameters; survey and record the coordinates of monitoring wells (latitude, longitude, and vertical elevation).
- 102.2.1.4. Groundwater Level Monitoring. Equip each well with a Solinst pressure transducer and datalogger to continuously monitor water levels (including a single barologger to record barometric pressure); download data from the dataloggers and manually measure water levels at the monitoring wells quarterly for a year.

- 102.2.1.5. Estimate Infiltration Volume. Use an analytical model such as MOUNDSOLV or other suitable software to estimate the volume of water that can be infiltrated through an infiltration basin.
- 102.2.1.6. Reporting. Develop technical memoranda documenting the field investigation and results.

Deliverables:

- Draft and Final Subsurface Investigation Work Plan.
- Final Infiltration Testing and Test Pit Excavation Technical Memorandum.
- Draft and Final Subsurface Investigation Technical Memorandum.
- Groundwater Level Monitoring Technical Memorandum.

Subtask 102.2.2 – Detroit / Idanha Subsurface Investigation

Subsurface characterization in the Detroit/Idanha area includes the following activities:

- 102.3.1.1. Work Plan. Develop a work plan for the subsurface characterization that includes a specific plan for excavating and infiltration testing at up to 10 test pits (at the McCoy and Detroit Ranger Station sites), and a general plan for installing monitoring wells (which will be refined with an addendum upon selection of a site for the monitoring wells). The Work Plan will include procedures for soil classification, soil/groundwater sampling, infiltration testing, and aquifer testing.
- 102.3.1.2. Excavate Test Pits and Measure Infiltration Rate. Prepare for the field event, including development of a Health and Safety Plan (HASP) that meets Occupational Safety and Health Administration (OSHA) standards and oversight of a utility locating contractor to clear test pits for subsurface utilities. Oversee excavation of up to ten (10) test pits to a depth of 12 to 15 feet below ground surface (bgs) or refusal by a backhoe; log soils in general accordance with Unified Soil Classification System (USCS) visual-manual procedures; collect soil samples for analysis of physical soil characteristics in a laboratory; conduct infiltration tests in each test pit using a single-ring infiltrometer at depths to be chosen based on the nature of subsurface soils (shallow and deep soil horizons will be targeted); analyze test data to calculate an effective saturated hydraulic conductivity of the soils; collect one soil sample at each site and analyze for soil quality (volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and metals at Apex Labs, Tigard, Oregon, and multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); summarize results in a brief technical memorandum to facilitate site selection for the deep soil investigation.
- 102.3.1.3. Temporary Borings and Monitoring Well Construction and Testing. Develop a conceptual design for monitoring wells; install and develop five (5) groundwater monitoring wells and two (2) temporary borings by an Oregon-licensed driller; log soils in general accordance with USCS visual-manual procedures; collect soil samples for analysis in a laboratory; analyze soil samples taken from the borings for particle size distribution (12 samples), particle density testing (6 samples), water content (60 samples), and saturated hydraulic conductivity (9 samples); perform a slug test at each monitoring well to evaluate aquifer properties (hydraulic conductivity and storage); collect a groundwater sample from one well (VOCs, SVOCs, PAHs, PCBs and metals at Apex Labs, Tigard, Oregon, and a multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); analyze test data to

- calculate aquifer parameters; survey and record the coordinates of monitoring wells (latitude, longitude, and vertical elevation).
- 102.3.1.4. Surface Water and Groundwater Level Monitoring at the McCoy Site. Install three (3) stilling wells (in the Santiam River, Unnamed Creek, and McCoy Creek); equip each stilling and monitoring well with a Solinst pressure transducer and datalogger to continuously monitor water levels (including a single barologger to record barometric pressure); download data from the dataloggers and manually measure water levels at the monitoring wells and stilling wells quarterly for a year.
- 102.3.1.5. Estimate Infiltration Volume. Use an analytical model such as MOUNDSOLV or other suitable software to estimate the volume of water that can be infiltrated through an infiltration basin.
- 102.3.1.6. Reporting. Develop technical memoranda documenting the field investigation and results

Deliverables:

- Draft and Final Subsurface Investigation Work Plan.
- Final Infiltration Testing and Test Pit Excavation Technical Memorandum.
- Draft and Final Subsurface Investigation Technical Memorandum.
- Groundwater Level Monitoring Technical Memorandum

Task 102.3 – Groundwater Modeling Evaluation

The purpose of this task is to provide field data and modeling evaluations for submittal to the Oregon Department of Environmental Quality (DEQ) to support a Water Pollution Control Facility (WPCF) permit determination in compliance with DEQ's groundwater protection rules.

Task 102.3 is comprised of two subtasks:

- Subtask 102.3.1 – Gates/Mill City Permitting Evaluation
- Subtask 102.3.2 – Detroit/Idanha Permitting Evaluation

Assumptions:

- It is assumed that the planned location for the infiltration facility in the Gates/Mill City area is further from the Santiam River than the planned location for the infiltration facility in the Detroit/Idanha area (less than 0.25 miles). Therefore, we anticipate that the evaluation to support a permitting determination for the Detroit/Idanha area will be more rigorous.

Subtask 102.3.1 – Mill City / Gates Permitting Evaluation

Consultant shall perform the following activities for the infiltration facility in the Gates/Mill City area:

- 102.3.1.1. Based on the subsurface characterization and publicly available literature references (e.g., U.S. Geological Survey or USGS), develop a hydrogeologic conceptual site model (CSM) for the selected Gates/Mill City infiltration site. The hydrogeologic CSM will describe the geologic framework, exchanges between groundwater and surface water, groundwater flow direction, aquifer properties (hydraulic conductivity, storage, aquifer thickness, horizontal hydraulic gradient), and recharge from precipitation.
- 102.3.1.2. Calculate the transit time for a pollutant to travel from the recharge basin to the nearest surface water body. Transit time in the unsaturated zone will be calculated using Darcy's Law and field-measured hydraulic conductivity values from Task 102.2, and transit time in the saturated zone will be calculated using an analytical

- groundwater flow model (e.g., AquiferWin32). It is anticipated that the transit time calculation will be the primary supporting evidence for a WPCF permit determination, along with the distance between the infiltration facility and surface water, and the nature of the material through which the pollutant travels.
- 102.3.1.3. Using the numerical groundwater flow modeling code MODFLOW and contaminant fate and transport code MT3D, create a generalized 2-dimensional aquifer model to represent the infiltration site, and run contaminant fate and transport simulations to calculate the dilution and/or chemical transformation of the pollutant during transport. We anticipate that the contaminant fate and transport simulations will be the primary supporting evidence for demonstrating that the infiltration facility is compliant with DEQ's groundwater protection rules.
- 102.3.1.4. Prepare a technical memorandum to document the results of the permitting evaluation. First, the memo will include permitting determination in accordance with the following Maui criteria: (1) transit time in groundwater, (2) the distance a pollutant travels, and (3) the nature of the material through which a pollutant travels. Second, the memo will document the evaluation of compliance with DEQ's groundwater protection rules. Consultant shall submit a draft memo to the project team for review, and will finalize the memo based on comments from the project team, then submit to DEQ for review.
- 102.3.1.5. Meet three times with DEQ: (1) to review the hydrogeologic conceptual model and agree on a technical approach for making a permitting determination and demonstrating compliance with the groundwater protection rules, (2) to review permitting recommendation and demonstration of compliance with the groundwater protection rules, and (3) to discuss DEQ's comments on the memo.

Assumptions:

- Comments from the project team can be incorporated with a single review cycle.
- DEQ comments can be addressed with two hours of a principal hydrogeologist's time and 8 hours of a supervising hydrogeologist's time.
- Meetings with DEQ will be virtual.

Deliverables:

- Draft WPCF Evaluation Memorandum.
- Final WPCF Evaluation Memorandum that incorporates project team comments for submittal to DEQ.
- Final WPCF Evaluation Memorandum that incorporates DEQ comments.

Subtask 102.3.2 – Detroit / Idanha Permitting Evaluation

Consultant shall perform the following activities for the infiltration facility in the Detroit/Idanha area:

- 102.3.2.1. Based on the subsurface characterization and publicly available literature references (e.g., U.S. Geological Survey or USGS), develop a hydrogeologic conceptual site model (CSM) for the McCoy site. The hydrogeologic CSM will describe the geologic framework, exchanges between groundwater and surface water, groundwater flow direction, aquifer properties (hydraulic conductivity, storage, aquifer thickness, horizontal hydraulic gradient), and recharge from precipitation.
- 102.3.2.2. Calculate the transit time for a pollutant to travel from the recharge basin to the nearest surface water body. Transit time in the unsaturated zone will be calculated using Darcy's Law and field-measured hydraulic conductivity values from Task 102.2, and transit time in the saturated zone will be calculated using an analytical

- groundwater flow model (e.g., AquiferWin32). It is anticipated that the transit time calculation will be the primary supporting evidence for a WPCF permit determination, along with the distance between the infiltration facility and surface water, and the nature of the material through which the pollutant travels.
- 102.3.2.3. Using the numerical groundwater flow modeling code MODFLOW and contaminant fate and transport code MT3D, create a generalized 2-dimensional aquifer model to represent the infiltration site, and run contaminant fate and transport simulations to calculate the dilution and/or chemical transformation of the pollutant during transport. We anticipate that the contaminant fate and transport simulations will be the primary supporting evidence for demonstrating that the infiltration facility is compliant with DEQ's groundwater protection rules.
- 102.3.2.4. Perform a modeling simulation to estimate the maximum recharge volume in the Detroit/Idanha area (additional evaluation of maximum recharge volume is needed in the Detroit/Idanha area due to the anisotropy; a model simulation would be more cost effective than hiring a driller to conduct a pumping test).
- 102.3.2.5. Prepare a technical memorandum to document the results of the permitting evaluation. First, the memo will include permitting determination in accordance with the following Maui criteria: (1) transit time in groundwater, (2) the distance a pollutant travels, and (3) the nature of the material through which a pollutant travels. Second, the memo will document the evaluation of compliance with DEQ's groundwater protection rules. Consultant shall submit a draft memo to the project team for review, and will finalize the memo based on comments from the project team, then submit to DEQ for review.
- 102.3.2.6. Meet three times with DEQ: (1) to review the hydrogeologic conceptual model and agree on a technical approach for making a permitting determination and demonstrating compliance with the groundwater protection rules, (2) to review permitting recommendation and demonstration of compliance with the groundwater

Assumptions:

- Comments from the project team can be incorporated with a single review cycle.
- DEQ comments can be addressed with two hours of a principal hydrogeologist's time and 8 hours of a supervising hydrogeologist's time.
- Meetings with DEQ will be virtual.

Deliverables:

- Draft WPCF Evaluation Memorandum.
- Final WPCF Evaluation Memorandum that incorporates project team comments for submittal to DEQ.
- Final WPCF Evaluation Memorandum that incorporates DEQ comments.

Task 102.4 – McCoy Site Permitting (USFS) and Private Property Owner Coordination (Upper Deck)

Consultant Responsibilities:

- 107.1 Address permitting and other regulatory requirements related to the National Environmental Policy Act (NEPA), which will involve obtaining an agreement to access the properties, excavate test pits, and install monitoring wells. Assumes a level of effort with up to 48 hours.
- 107.2 Coordinate with property owner of "upper deck" private property to obtain permission to install two monitoring wells. Assumes a level of effort with up to 48 hours.

Owner Responsibilities:

- Review and approve permitting applications/letters requesting permission to access the McCoy site, excavate test pits, and install monitoring wells.
- Owner is responsible for costs associated with property owner conditions related to site access and site access agreements.

PHASE 2 – MILL CITY / GATES WASTEWATER SEWER SYSTEM

200 - MILL CITY / GATES FACILITIES PLANNING 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 available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. 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. A request for information will be prepared by the Consultant describing the information needed including, but not limited to, the following items:

Mill City

- Discharge Monitoring Report (DMR), operational, influent monitoring (15-minute intervals), rainfall data (since Jan 2021), and any other water quality sampling results collected outside of DMRs in spreadsheet format
- Update of financial summary records, including current rates, annual expenses, operation, revenues, replacement budgets, number and type of accounts, etc.
- Recent facility inspection reports, if available

- Provide update of any changes to wastewater flows from major seasonal wastewater dischargers, water users with their own wastewater treatment system, major water users that consume the majority of their water.
- Any recently produced planning documents (transportation, wastewater, water conservation, water/waste/energy audits)
- Update on known treatment plant or collection system issues and planned improvements
- Update from Gates and Mill City for winter-time water consumption data summarized by user types in a spreadsheet format
- Known correspondence from federal and state regulatory agencies regarding violations or concerns related to wastewater treatment and disposal

200.2.2. Data Collection and Review. Collection and processing of furnished data, mapping, and reports. Provide a follow-up Request for Information for supplemental data if required.

Owner Responsibilities:

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

Assumptions:

- 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. Location. Incorporate brief description of project location from master plan. Include figure(s) from master plan to establish the project planning area.
- 200.3.2. Environmental Resources. Incorporate information from master plan to document natural resources in the project area, including land use, flood plains, wetlands, historic, biological, water quality issues, socio-economic, climate, geography, soils, rivers, and air quality. Use master plan figures to summarize natural resources in the project area.
- 200.3.3. Growth Trends. Update master plan population statistics and projections. For Mill City, coordinate with Mill City and County planners on location, phasing, and type of new growth. The Portland State University Population Research Center historical population data and 40-year growth forecasts will be used to inform the population growth, but it is assumed that non-traditional methods will be required to best account for the decline and near-term growth due to rebuilding after the 2020 wildfire as well as accounting for the new community sewer system in Gates and new treatment facility in Mill City. Growth for non-residential users will be estimated based on input from City and County planners for the 20-year planning period.
- 200.3.4. Community Engagement. Describe the Owner's approach to engage the community in the planning process.

- 200.3.5. Design Flow Rates. Update master plan design flow rates based on most recent DMR and water usage data from Mill City and Gates. Update projections based on growth assumptions and input from Owner, Mill City Planner, and County Planners.
- 200.3.6. Design Loading Rates. Update master plan wastewater loadings and project future loadings based on growth assumptions and input from Owner, Mill City Planner, and County Planners.
- 200.3.7. Regulatory Requirements. Review and update summaries from master plan of current regulatory requirements and planning criteria that may influence operation, maintenance, and capital improvements of the existing Mill City wastewater system and the initial project components in Gates.
- 200.3.8. Cost Estimating. Establish cost estimating methodology to reflect both local and current conditions.
- 200.3.9. Review Meeting Workshops. Lead a workshop meeting with the Owner to review preliminary findings.
- 200.3.10. Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide input and approval on growth projections and planning criteria.
- Provide review and comments of this section.
- Provide input on community engagement.

Assumptions:

- The planning criteria will need to be established for the planning study prior to having any supplemental income and population survey data available to inform the population estimates and projections. The best available data will be used for the purposes of this study.
- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- City staff or Contract City Planner will provide input on the distribution and phasing of new residential and non-residential growth in Gates and Mill City.
- 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.
- The study area will coincide with the North Santiam Sewer Authority Boundary for Gates and Mill City.
- Community engagement included in this scope of work is limited to the public meeting in Task 209. Additional community engagement activities can be provided as additional services or through other identified task orders.

Deliverables:

- Draft Project Planning Facility Plan Section.

Task 200.4 – Existing Facilities Evaluation

Consultant Responsibilities:

- 200.4.1. Base Map. Update the existing system base map from the master plan, showing location of key facilities, pipelines, and basin boundaries for Mill City. Use the schematic process layout of the existing treatment plant from the master plan showing major process components.
- 200.4.2. History. Update master plan's documentation of wastewater treatment plant history and system description to reflect current flow and water quality data, recent discharge

- monitoring records (DMRs), plant improvements that have been completed recently, current condition of plant equipment and facilities, and current operation practices.
- 200.4.3. Wastewater System Management Classification, Operators and License. Provide a brief writeup of system required licensing and current operator license information.
- 200.4.4. Conditions Assessment. Update master plan documentation of existing physical conditions deficiencies. Collection system pipe information will be summarized by pipe material and age. Complete pump tests at each pumping facility to evaluate current pump performance and capacities. Incorporate findings from the I/I study that is currently under way at the time this scope was finalized.
- 200.4.5. Capacity Evaluation. Update master plan's comparison of existing and future projected flows and loadings to the existing capacity of the Mill City wastewater treatment system. Summarize existing capacity deficiencies.
- 200.4.6. Review pump run time data and flow meter records to assess existing capacity limitations (if any).
- 200.4.7. System Resiliency. Assess the collection system resiliency for the Mill City lift stations. This is anticipated to include a comparison of firm pumping capacity (i.e. with largest pump off-line) to the peak hour inflow. It also includes an assessment of whether onsite or portable back-up provisions are available and automated, what kind of emergency bypass pumping provisions are provided for the lift station and/or force main (in the event of a line break), and what kind of redundancy is provided in terms of back-up level sensors and alarms. This scope does not include an evaluation of seismic risks, a comprehensive vulnerability assessment, or updates to the Owner's Emergency Response Plans. Consultant will summarize the consequence of failure of critical lift station facilities and identify potential capital improvements and operational strategies that could be completed to mitigate these risks.
- 200.4.8. Wastewater Collection System Evaluation
- 200.4.8.1. Wastewater Model Development and Calibration. Use existing base mapping, record drawings, dry weather flows, pump curves, and Owner provided data to develop and calibrate a wastewater system model. The winter-time water consumption data will be used to estimate dry weather flows. Allocate infiltration and inflow for utilizing wet weather system design flows, available pump run time, and SCADA data.
- 200.4.8.2. Existing System Evaluation. Exercise computer model to check the Mill City system and evaluate the existing collection system hydraulic capacity. Evaluate system for remaining capacity.
- 200.4.9. Wastewater Treatment System Evaluation. Update master plan write-up to summarize existing plant deficiencies using updated plant data to compare actual performance to expected performance.
- 200.4.10. Operations. Update master plan documentation of existing operations and maintenance issues and concerns reported by Owner staff.
- 200.4.11. Financial Status of Existing Facilities. Document current rate schedules, annual O&M costs, other capital improvement programs, and table of users by monthly usage categories for the previous fiscal year. Document existing debts and required reserve accounts. Budget and capital improvements will be addressed under a separate task.
- 200.4.12. Water/Energy/Waste Audits. Provide brief write-up discussing variable frequency drive motors and all other applicable energy items for the system. Investigate and summarize the likelihood of incorporating a hydroelectric power generator on the force main from Gates

to Mill City. Summarize overall current energy consumption for Mill City's existing system.

200.4.13. Review Meeting Workshops. Lead a workshop meeting with the Owner to review preliminary findings.

200.4.14. Draft Plan Section. Prepare draft section writeup. Address Owner comments on draft document.

Owner Responsibilities:

- Review and comment on draft documents.
- Participate and provide meeting location for workshop meetings.
- Provide field checks if necessary, including surveying.
- Provide access to facilities and records. Test and replace (if needed) suction and discharge pressure gauges ahead of equipment tests.

Assumptions:

- Modeling of the existing Mill City treatment plant will not be completed for this facilities plan.
- The Mill City GIS mapping will not be survey grade and will be carried over from the master planning effort. The mapping will not include rim/invert data. It will only include approximate location as it was digitized from the existing record drawings.
- No additional field work or surveying will be required.
- Collection system conditions assessment will not include a full review of CCTV records or smoke testing with the exception of incorporating the findings from the Mill City I/I study.
- The Mill City collection system model will be developed with the InfoSWMM modeling platform, based on record drawings. Consultant will rely upon the accuracy of available record drawings. This scope does not include any field survey work to check or update pipe slopes.
- If model does not readily calibrate to existing conditions, and additional field work is recommended to troubleshoot the Owner's wastewater system, these services can be completed as an additional service.
- No drain field analysis will be provided.

Deliverables:

- Draft Existing Facilities Evaluation Facility Plan 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.
 - I/I calculations to determine if existing I/I is considered “non-excessive”.
- 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. Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide input and review of this section of the plan.

Deliverables:

- Draft Project Needs Facility Plan Section.

Task 200.6 – Collection System Alternatives Considered and Selection

Consultant Responsibilities:

- 200.6.1. Future System Evaluation. Build Gates system model and expand Mill City model to include additional pipe and pump station network requirements associated with servicing new growth areas for the planning period. Add flows from new growth. Exercise the model to identify potential system deficiencies attributed to growth within the planning period.
- 200.6.2. Evaluate alternative improvements to correct existing, and anticipated future deficiencies, sewer new areas, and meet the target planning criteria. Benefits and drawbacks will be summarized for each alternative. A "no action" alternative will also be considered for each category. This alternative evaluation will be based on the master plan collection system alternatives while evaluating Mill City's existing system for collection system capacity deficiencies.
Where improvements are not relatively straightforward, evaluate up to three collection alternatives for the existing Mill City collection system that will service existing and future flows. Additional refinement of pipeline alternatives is anticipated to occur in the predesign tasks associated with the new Gates collection system.
- 200.6.3. Alternative Cost/Benefit Analysis. This will include life cycle cost analysis on preferred alternatives for up to three viable alternatives. 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 40-year life cycle evaluation. This alternative evaluation for Gates will be based on the master plan collection system alternatives while evaluating any capacity alternatives for Mill City's collection system.
- 200.6.4. Phasing/Implementation Plan. Develop a phasing plan of improvements based on initial project, 10-year, 20-year, and 40-year anticipated growth. This plan will include an evaluation of interim recommendations or strategies for property owners who need to address septic system deficiencies or replacement prior to day one of the new Gates collection system and Mill City mechanical treatment plant are constructed.
- 200.6.5. Site Plan/Schematics. Develop a facility plan concept map and/or figures for selected alternatives using the master plan's figures with updates/modifications per this scope of work.
- 200.6.6. 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.
- 200.6.7. Land Requirements. Discuss property needed for alternatives.
- 200.6.8. Potential Construction Problems. Discuss possible construction challenges for collection system alternatives.

- 200.6.9. Sustainable Considerations. Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.
- 200.6.10. Review Meeting Workshop. Lead a workshop meeting with the Owner to review findings. Outcome of meeting is anticipated to include consensus of recommended improvements.
- 200.6.11. Draft Plan Section. Prepare draft section writeup. Respond to Owner comments.

Owner Responsibilities:

- Provide a review of the alternatives considered and input on selection criteria and ultimate selection of preferred alternative.
- Participate and provide facilities for workshop meeting. Provide public notices, if required.

Assumptions:

- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- 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 4 (planning level cost estimates).

Deliverables:

- Draft Collection System Alternatives Facility Plan Section.

Task 200.7 – Treatment and Disposal System Alternatives Considered and Selection

Consultant Responsibilities:

- 200.7.1. Develop a list of treatment plant improvement alternatives focused on improving effluent water quality, vulnerability, safety and redundancy. The disposal improvement alternative will be rapid infiltration per the master plan recommendations.
- 200.7.2. Develop up to three pre-screened alternatives to evaluate, for primary treatment, secondary treatment, tertiary treatment, and solids handling treatment processes. Evaluate the pre-screened alternatives.
- 200.7.3. Facility Tours. Organize a tour of up to two wastewater treatment facilities with the Owner's staff to investigate alternatives with similar processes. These are anticipated to occur on the same day.
- 200.7.4. Alternative Cost/Benefit Analysis. Assist in comparing benefits, drawbacks, and costs of up to three viable alternatives. This will include life cycle cost analysis on preferred alternatives. 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.
- 200.7.5. Phasing Plan. Develop a phasing plan of improvements based on initial project, 10-year, and 20-year anticipated growth.
- 200.7.6. Site Plan/Schematics. Develop a facility plan concept map and/or figures for selected alternatives.
- 200.7.7. Environmental Impacts. A summary of the preliminary environmental screening of the treatment system and disposal alternatives will be developed. Improvement projects will address climate, land use, floodplain, wetlands, water quality, rivers, wild, cultural resources, flora and fauna.
- 200.7.8. Land Requirements. Discuss property needed for alternatives.
- 200.7.9. Potential Construction Problems. Discuss possible construction challenges for collection system alternatives.

- 200.7.10. Sustainable Considerations. Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.
- 200.7.11. Review Meeting Workshop. Lead a workshop meeting with the Owner to review findings. Outcome of meeting is anticipated to include consensus of recommended improvements.
- 200.7.12. Draft Plan Section. Prepare draft section writeup. Respond to Owner comments.

Owner Responsibilities:

- Provide input on tasks above.
- Provide a review of the alternatives considered section of the plan.
- Participate and provide facilities for workshop meeting. Provide public notices, if required.

Assumptions:

- The scope of this study does not look at alternatives to upgrade the existing recirculating gravel-bed filter.
- Evaluation of alternatives does not include piloting, bench testing, or fieldwork.
- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- 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 4.

Deliverables:

- Draft Treatment System Alternatives Facility Plan Section.

Task 200.8 – Proposed Projects (Recommended Alternatives)

Consultant Responsibilities:

- 200.8.1. Model day one and future 20-year process and hydraulic conditions of selected alternative for the new mechanical treatment plant.
- 200.8.2. Capital Improvement Plan.
 - a. Summarize recommended improvements.
 - b. Prepare planning level cost estimates for recommended improvements. For future projects anticipated to be developer driven and developer funded, summarize only upsize costs.
 - c. Estimate the portion of each capital improvement project cost that is attributed to 20-year growth for System Development Charge (SDC) eligibility.
- 200.8.3. Preliminary Project Schedule. Summarize costs for initial project, 10-year, and 20-year needs. The 6-year CIP for DEQ purposes will be covered by the “initial project” costs.
- 200.8.4. Permitting Requirements. Summarize WPCF permitting requirements (WPCF permit application and additional support is covered by a separate task order).
- 200.8.5. 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.
- 200.8.6. Future Reuse Consideration. Reuse system impacts will be considered and coordinated, and their potential summarized for selected alternative.
- 200.8.7. Organization and Staffing Requirements. Summarize recommended staffing requirements as required for regulatory compliance or as reported by the Owner. Summarize up to three options for organizational setup for certified operators for both collections and treatment (i.e. contract operator vs sewer authority staff).

200.8.8. Financing Options. Summarize potential financing options available for initial project. This will be a summary of efforts being undertaken by the Owner, Marion County, and the MWVCOG for funding the project.

200.8.9. Annual Budget Considerations.

- a. Summarize Operating Revenues and Expenses. Summarize estimated annual operating expenses and identify recommended budgets dedicated for the initial project.
- b. Anticipated User Charges and Other Income. Summarize the business case scenario documented previously by FCS Group and provide a status update on current efforts to implement recommendations.
- c. Annual Replacement Budgets. Develop recommended annual replacement budgets for the initial project based on typical replacement values and asset life. This will include a list of short-lived assets and the recommended annual replacement budget.
- d. Annual Operations and Maintenance Costs. Estimate the operations and maintenance cost implications for the initial project.

200.8.10. Review Meeting Workshop. Lead a workshop meeting with the Owner to review an overall summary of the plan, selected improvements, and budget considerations.

200.8.11. Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide input on the proposed projects.
- Participate and provide facilities for workshop meeting. Provide public notices, if required.
- Provide review and comments on the plan.

Assumptions:

- Scope excludes a user rate analysis, including evaluation of individual rate structures, cost-of-service evaluations, and service availability fee studies. These services can be provided 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 cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

Deliverables:

- Capital Improvement Plan (tabular format, organized by initial project, 10-year, and 20-year needs).
- Estimate of SDC eligibility for each capital improvement past the initial project.
- Draft Proposed Project Facility Plan Section.

Task 200.9 – Facility Plan Documentation and Public Meeting

Consultant Responsibilities:

- 200.9.1. Prepare Facility Plan. Prepare and combine draft documents for a complete facility plan generally following the outline established in the July 2018 guidance document "Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities Financed

by Business Oregon, Oregon Department of Environmental Quality, Rural Community Assistance Corporation, and the United States Department of Agriculture”. Add executive summary and assemble appendix materials. Appendix materials will include output flow capacities, existing peak hour flows, and future peak hour flows summarized in tabular and graphic format. Draft documents to be updated to address Owner comments. Submit final draft plan for Owner review.

200.9.2. Public Meeting. Prepare materials for and present summary findings in a townhall meeting.

200.9.3. Address Owner Comments. Address final Owner and public comments and submit for agency review.

200.9.4. Address Agency Comments. Address agency comments and finalize document.

Owner Responsibilities:

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

Deliverables:

- Public Meeting Presentation Materials.
- Final Facilities Plan, three (3) hard copies (3 ring binders) of the plan and one electronic copy in PDF format.

Task 200.10 – Management Reserve (Contingency Task)

This task identifies prospective services that Owner, at its discretion, may elect to authorize Consultant to produce. Consultant shall perform no work nor incur any costs under this task prior to the issuance of separate authorization-to-proceed (email acceptable) by Owner.

From time to time, Owner may have additional tasks related to the project or additional tasks may be encountered that are not identified in this scope of services. For these instances, a time and material budget is established in order for Consultant to complete such additional services. Prior to the use of this contingency budget, Owner’s representative will provide written (email) authorization to use the budget for specific tasks.

ADDITIONAL SERVICES (not included in scope of work)

- Bond support
- Public outreach or stakeholder outreach support
- User rate and connection fee study
- Additional field work
- Energy efficiency evaluations
- Concept level design services
- Model training
- Environmental information documents, studies, field investigations, and permitting. Environmental permitting will be addressed by a separate task order.
- Amendments to this facility planning study because of other task orders.

PHASE 4 – DETROIT INTERIM COMMERCIAL SEPTIC SYSTEMS

400 – COMMERCIAL SEPTIC SYSTEM PLANNING

Task 400.1 – Project Management

Consultant Responsibilities:

- 400.1.1. **Project Management.** Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.
- 400.1.2. **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 available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Design criteria will also be reviewed during the Kickoff Meeting and assumptions for properties to connect and their flow criteria.

Owner Responsibilities:

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

Assumptions:

- Assumes a 4-month duration for general project administration.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to this task as well as subsequent tasks.

Task 400.2 [1] – Data Acquisition & Property Tour

Consultant Responsibilities:

- 400.2.1. **Request for Information.** A request for information will be prepared by the Consultant describing the information needed including, but not limited to, the following items:
 - a. Base mapping, including roadways, parcel lines, political boundaries, land use, topographic contours, current aerial imagery, manholes, and pipelines (along with material, age, and size attributes) to be provided in GIS format. GIS to include survey grade pipe invert data for modeled lines, incorporating recent survey information of collection system as applicable.
 - b. List of properties to be connected to the commercial septic system.
 - 1. Provide type of business
 - 2. Anticipated wastewater flows
 - c. Previous collected test pit data for all the properties.
 - d. Previous studies involving the soil in the city.
 - e. Provide existing drain field and septic tank locations for each property.
 - f. Identify available property for consideration for septic tank or drain field placement.
 - g. Owner to complete additional test pits required to investigate feasibility of drain fields on properties identified by the Consultant.

- 400.2.2. Conduct site tour of each property to evaluate potential drain field locations.
- 400.2.3. Meet with each property owner/representative to discuss specifics to each property. These meetings are assumed to be virtual to work with individual property owner schedules.

Owner Responsibilities:

- Provide requested data within two weeks of request.
- Complete field work and provide sampling/testing, if required for drain field investigations.
- Conduct site tour with Consultant; provide access to facilities and records.

Assumptions:

- Site tour is limited to visual observations and is not intended to be a comprehensive inspection. Consultant will not enter confined spaces, nor will a structural or leak test be completed on existing septic tanks.
- Scope assumes up to 20 properties will be participating in the interim commercial septic systems.
- 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.

Deliverables:

- Request(s) for Information
- Summary tables and figures for existing septic tanks and drain fields status

Task 400.3 [2] – Stakeholder Involvement / Engagement

Consultant Responsibilities:

- 400.3.1. **Stakeholder Preliminary Meeting.** Review goals and objectives of the project. Owner will distribute communication and notification to stakeholders, city, and County staff.
- 400.3.2. **City Council Preliminary Workshop Meeting.** Set the project meeting agenda and provide minutes. This meeting will be a workshop to review and discuss project objectives.
- 400.3.3. **Public Meeting.** Prepare materials for and present summary findings in a public meeting.
- 400.3.4. **City Council Summary Workshop Meeting.** Set the project meeting agenda and provide minutes. This meeting will be a workshop to summarize the technical memorandum deliverable from Task 403.

Owner Responsibilities:

- Participate and provide facilities for public meeting. Provide public notice as required. Assist in addressing public comments.
- Distribute communication and notification for stakeholder meeting.

Deliverables:

- Public and stakeholder meeting presentation materials.

Task 400.4 [3] – Commercial Septic System Concept

Consultant Responsibilities:

- 400.4.1. **Location and Project Impact.** Provide brief description of project location and summary of properties including a figure.

- 400.4.2. **Flow Estimates and Grouping.** Estimate the amount of flow and wastewater strength of loading (restaurant, industrial, staff restroom, ...). Document estimated seasonal variation and 5 to 10 year growth for flow and wastewater strength.
- 400.4.3. **Regulatory and Permitting Requirements.** Review and summarize current, pending and future regulatory requirements and permitting criteria that may influence operation, maintenance, and adaptation of the system to the long-term gravity collection system.
- 400.4.4. **Conceptual Layout of Septic Systems.** Provide figures to summarize conceptual layout of septic tanks and drain fields. Figures will be 8.5x11 or 11x17 schematics.
- 400.4.5. **Opinion of Probable Costs.** Prepare an AAEC Class 4 opinion of probable cost for the project.
- 400.4.6. **Develop Preliminary Project Schedule.** Summarize schedule for overall project delivery and construction.
- 400.4.7. **Maintenance Requirements.** Summarize recommended maintenance requirements as required for regulatory compliance or as reported by the Owner.
- 400.4.8. **Draft Technical Memorandum.** Prepare draft technical memorandum. Final document to have Owner's comments incorporated.
- 400.4.9. **Workshop Meeting.** Set the project meeting agenda and provide minutes. This meeting will be a workshop to review with County/City staff the draft technical memorandum.

Owner Responsibilities:

- Provide input and approval of septic tank and drain field concepts.
- Provide staff input and requirements for septic approval.
- Review and comment on draft documents in a timely manner.

Assumptions:

- Project will not require an Oregon DEQ WPCF permit.
- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the 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 construction cost prepared by the Consultant.
- Test pits will not be excavated and soil characteristics documented with this scope of work. If required, sampling and/or testing will occur with a subsequent task order amendment.
- Scope excludes environmental work. 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 **Commercial Septic** Design Memorandum

401 - KANE'S MARINA SEPTIC SYSTEM

Task 401.1 – Project Management

Consultant Responsibilities:

- 401.1.1. **General Project Management.** Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

- 401.1.2. Regulatory Coordination. Meet with County and DEQ staff to discuss WPCF and County permit options. The objective from this outreach will be to have a selected permitting process (WPCF or County).
- 401.1.3. Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to review/establish Owner design team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.
- 401.1.4. Presentation to County Commissioners. The Consultant will present a project update to the County Commissioners at the conclusion of Task 405, Preliminary Design. Consultant will prepare presentation materials and/or handouts. The one presentation will summarize the system layout, opinion of probable cost, permitting, schedule, and next steps.
- 401.1.5. Request for Information. Prepare initial request for information for data to be used in the design process.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed.
- Provide requested information within two weeks of request.

Assumptions:

- Project management budget assumes a project schedule of up to 4 months.
- Unless otherwise noted, meetings/workshops may include a combination of in person or virtual attendees. This assumption applies to this task as well as subsequent tasks.
- Funding support is not included in this scope of work, including but not limited to American Iron and Steel (AIS) or Build America, Buy America (BABA) tracking, certification, or reporting. These services can be provided as additional services.

Deliverables:

- Kickoff meeting agenda and minutes.
- Request for Information.
- Presentation materials and/or handouts.

Task 401.2 – Preliminary Engineering Report (PER)

Consultant Responsibilities:

- 401.2.1. Study Phase Services.
- a. Site Visit. Consultant will coordinate with Owner's staff to perform a site visit and document existing site conditions. Evaluation will include documentation of status and condition of existing septic facilities and electrical equipment. This scope does not include inspection of interior spaces or existing facilities.
 - b. Basin Study. Consultant will review the plan and profile for the gravity sewer system developed through the North Santiam Sewer Authority Master Plan. Consultant will approximate alignment and invert elevation requirements for the future lift station wetwell. Consultant will estimate the operating volume required for the future pump station.
 - c. Operation and Maintenance Assessment. Consultant will review available data provided by Owner to summarize historic usage, operation strategies, and maintenance considerations. It is anticipated the evaluation will include holding tank storage requirements, hydrogen sulfide and odor control, standby power,

instrumentation and controls (alarms), future pump station compatibility, redundancy provisions, emergency response, and preventative maintenance activities.

- 401.2.2. Design Criteria. Document design criteria established from the study phase services that will serve as basis for design. The design criteria will include, emergency storage calculations, anticipated flow conditions for the marina, future basin flow conditions, holding tank (wetwell) storage requirements, odor control strategy, power requirements, alarms.
- 401.2.3. Topographic Surveying. Provide oversight of the services to complete topographic and boundary surveying services for Kane's Marina.
- 401.2.4. Geotechnical Investigation. Provide oversight of the services to complete geotechnical engineering design services for Kane's Marina.
- 401.2.5. Site Layout. Develop 30% concept design showing site civil layout and holding tank(s) orientation on the marina site. Concept to include general grading concepts and reflect considerations for holding tank dimensions, future building and valve vault footprint, generator location, stormwater disposal, yard piping, and access for future maintenance/pump removal. The future footprint assumes that a small electrical building will be required to house the future electrical/controls, including a variable frequency drive (VFD) for the future lift station. Consultant has assumed that the generator will be outdoors with sound attenuation. The pipe network will be limited to 5-feet outside any building footprint.
- 401.2.6. Odor Control Type. Evaluate up to three design alternatives for odor control with the Owner. For each alternative, evaluation to include operations and maintenance considerations, benefits, drawbacks, costs, and consideration of non-cost factors (i.e., future expansion for the lift station). Potential odor control types include chlorine dosing equipment, passive carbon filtration, mixing, chemical, air-scrubber, etc.
- 401.2.7. Electrical and Controls. Coordinate with Owner to identify SCADA communication preferences. Coordinate with power utility to identify power constraints. Prepare one-line diagram for power and a narrative describing the communication strategy and objectives including a piping and instrumentation diagram (P&ID).
- 401.2.8. Cost Estimate. Provide an AAEC Class 4 opinion of probable cost for the project.
- 401.2.9. Workshop Meeting. Meet with Owner to review concepts and alternatives and select preferred alternative for design.
- 401.2.10. Prepare PER. Prepare draft Preliminary Engineering Report (PER) following the Oregon DEQ guidelines. In addition to the minimum regulatory requirements, PER will include concept drawings showing conceptual pipe network layout, one-line diagram, and anticipated permit requirements. Submit to Owner for review.
- 401.2.11. Final PER. Incorporate Owner input and submit to DEQ for review. Address agency comments into final PER.

Owner Responsibilities:

- Provide input on holding tank, piping design criteria, and preferred alternatives.
- Obtain or provide information for land parcel for the holding tank site, easements, and rights-of-way.
- Provide overall site plan with enough detail to layout the pipe network.
- Provide all necessary documentation or title information for boundary survey services.
- Secure permission for access for surveying and geotechnical investigations on the two subject properties.
- Provide concurrence on the location of the geotechnical investigation; assist in pre-marking locations for test pits / boring.

- Review and provide one set of consolidated comments on the Draft PER, concept plans, and opinion of probable costs.

Assumptions:

- Consultant shall be entitled to rely, without liability or the need for independent verification, 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.
- Power is readily available and located adjacent to the site.
- Land and easement acquisition, negotiations, and legal descriptions are not included.
- Pavement sections, curbing and other site design is not included in this scope.
- Other assumptions documented for surveying and geotechnical services.

Deliverables:

- Agenda and minutes for Workshop Meeting.
- Draft and Final PER (1 paper copy and 1 PDF)

Subtask 401.2.1 – Topographic Survey

Consultant Responsibilities:

- 401.2.1.1. Consultant shall perform a topographic recovery survey of the Kane's Marina property to serve as a basis for design. Survey shall be based on an official benchmark acceptable to the City of Detroit and shall be based on the NAVD 1988 vertical datum. Horizontal datum shall be in state plane coordinates, Oregon North, 3601. Survey shall include the following:
- a. Locate existing monumentation to compete a boundary resolution of subject area
 - b. Full topographic surface data and underground utilities to the edge of the project boundaries as defined in the attached PDF.
 - c. Obtain spot elevations at a maximum 50 foot on center spacing, including along roadway centerlines, top of curb, flowline of curb, lip of gutter, etc, to the nearest 0.01 foot
 - d. Any additional spot elevations needed to adequately identify grade breaks and other topographic features.
 - e. Order One-Call utility locates for any underground utilities within subject area and adjacent public right of way
 - f. Locate all surface features over subject area, including but not limited to: accessways, driveways, curbs, structures, fences, poles, disposal areas, drainage areas
 - g. Locate all ground and above ground utilities, including but not limited to: utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, hydrants
 - h. Locate all trees 8" DBH and greater noting coniferous or deciduous
 - i. Map all existing easements which may affect subject.
 - j. Provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an XML file.
- 401.2.1.2. Survey will show utility poles, power lines, and telecommunications, etc, including any identification information. For existing storm drains, culverts, and sanitary sewers, Consultant shall:
- a. Show rim or grate elevations and inverts for all manholes and drainage structures, with structure size (inside dimensions)
 - b. Show pipe diameters, pipe material, and direction of pipe.
 - c. Show manhole symbols at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
 - d. Survey storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.
 - e. Show utility lines as continuous; do not terminate shortly after a structure, extend to nearest upstream or downstream structure.

Deliverables:

- Basemap in AutoCAD 3D format.

Subtask 401.2.2 – Geotechnical Investigation

The purpose of this subtask is to evaluate soil and groundwater conditions as a basis for developing geotechnical engineering design criteria for the Kane's Marina project.

Consultant Responsibilities:

- 401.2.2.1. Review information regarding subsurface soil and groundwater in the vicinity of the site, including filed reports, selected geologic maps, and other geotechnical engineering-related information.
- 401.2.2.2. Coordinate and manage the field investigation, including public utility notification and scheduling. Utility locates will be ordered by Consultant.
- 401.2.2.3. Explore subsurface soil and groundwater conditions at the project site by drilling one (1) drilled boring exploration to a depth between 20 and 25 feet bgs on the south side of the site near proposed holding tank/wetwell location, and four (4) to six (6) boring explorations 5 to 10 feet bgs along the proposed forcemain alignment.
- 401.2.2.4. Explorations will be advanced to the depths noted or to practical refusal in dense gravels or competent rock, if encountered, whichever is shallower. The borings will be backfilled as required by state law and surface disturbance minimized to the extent practical. Cuttings will be left on site.
- 401.2.2.5. Obtain samples at representative intervals from the explorations, observe groundwater conditions and maintain detailed logs in general accordance with ASTM Standard Practices Test Method D 2488. Field exploration work shall be observed and documented by qualified geotechnical engineering staff.
- 401.2.2.6. Perform laboratory tests on selected soil samples obtained from the explorations to evaluate pertinent engineering characteristics. Specific laboratory tests will depend on soil conditions encountered, but may include moisture/density tests, Atterberg limit tests and percent fines tests.
- 401.2.2.7. Provide a geotechnical evaluation of the site and provide design recommendations in a geotechnical report that will address the following geotechnical components:
 - a. A general description of site topography, geology and subsurface conditions.
 - b. Report subsurface conditions and data along the proposed forcemain/collection lines alignment.
 - c. An opinion as to the adequacy of the proposed development of the holding tank/wetwell from a geotechnical engineering standpoint.
 - d. Recommendations for preparation measures at the proposed holding tank/wetwell/lift station site, including disposition of undocumented fill and unsuitable native soils, recommendations for temporary cut slopes and constraints for wet weather construction.
 - e. Recommendations for temporary excavation and temporary excavation protection, such as excavation sheeting and bracing.
 - f. Recommendations for earthworks, including use of on-site and imported structural fill and fill placement and compaction requirements.

- g. Recommendations for foundations to support proposed at-grade and below-grade structures, including minimum width and embedment, design soil bearing pressures, settlement estimates (total and differential), coefficient of friction and passive earth pressures for sliding resistance. Consultant assumes that proposed structures will be lightly loaded and that shallow foundations can be used to adequately support the structures.
- h. Recommendations for supporting on-grade slabs, including base rock, capillary break and modulus of subgrade reaction, as appropriate.
- i. Seismic design parameters in accordance with the current version of the Oregon Structural Specialty Code. Consultant will also perform a simplified liquefaction settlement analysis.

401.2.2.8. All work under this subtask will be directly supervised by an engineer licensed in the state of Oregon. Engineer will apply their professional seal to the document.

Assumptions:

- Owner will obtain right-of-entry or access to the exploration locations.
- A rubber-tired drill rig can adequately access the site.
- Explorations will be extended to the depths described above or to refusal in dense material. Contingency costs for specialized drilling into dense material if dense gravel or rock are encountered, are not included in this scope of work or fee.
- Excess drill cuttings can be scattered on site.
- Installation of monitoring wells to measure static water groundwater is excluded.
- Contaminated soils will not be encountered during exploration and sampling. If contaminated or suspected contamination is encountered (based on field screening), consultant will stop drilling operations, notify Owner and discuss how to proceed.
- If public locators are not allowed to enter or cannot enter the project area to clear specific exploration locations, Consultant may provide the services of a private locate company to access the site, if requested, for an additional fee of \$630.

Deliverables:

- Draft and Final Geotechnical Report.

Task 401.3 – Final Design

Consultant Responsibilities:

- 401.3.1. Plan Sheets. Prepare general, survey, site civil, structural, plumbing, HVAC, mechanical, electrical, and instrumentation and control plan sheets for the site, holding tank, and yard piping. Instrumentation and control final design is anticipated to be a performance spec for a holding tank and odor control monitoring system. Thus, the plan sheets will only include a piping and instrumentation diagram (P&ID). Coordinate location of pumps, piping layout, spacing, electrical equipment, generator, pump removal equipment, building access, overhead door, HVAC equipment, plumbing drains, and other appurtenances for ultimate lift station layout with the Owner. Prepare 90% review sets.

- 401.3.2. Specifications. Consultant will support the Owner in CM/GC selection with services described in Task 5 of this scope of work. Consultant will prepare technical specifications. Technical specifications will be prepared to detail the materials, processes, and the products that are to be used in the construction of the lift station. Complete draft technical specifications for the 90% review set.
- 401.3.3. 90% Design and Review Workshop Meeting. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting.
- 401.3.4. Agency Submittal. Agency design checklists will be completed and submitted along with the final plans and specifications to Agency for review.
- 401.3.5. Final Approval. Upon Owner and Oregon DEQ review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.
- 401.3.6. Opinion of Probable Costs. Selected CM/GC will provide cost estimating after Task 404. Consultant will review and provide feedback

Owner Responsibilities:

- Review and provide one set of consolidated comments on the 90% design deliverables.
- Provide legal and risk reviews of the bid documents.
- Pay for any associated permitting fees not assigned to the Contractor.

Assumptions:

- Consultant will prepare the building permit application at 90% design and submit to the Marion County Building Inspection office. Final permits will be obtained by Owner. Owner shall pay all permit fees not assigned to the construction contractor.
- Consultant will prepare and submit the DEQ permit application at 90% design and assist Owner with DEQ consultation.
- Project will not include irrigation or landscaping of the site. Services of a licensed landscape architect is excluded.
- Extensive architectural feature and architectural rendering are not included in the holding tank design.
- Contractor will be required to prepare and implement an erosion and sediment control plan (ESCP), prepare traffic control plans, and secure associated permits.
- Shoring (if required) will be designed by the Contractor.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or project support above and beyond that described herein is considered an additional service requiring a contract amendment and equitable adjustment of the contract amount.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the 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 construction cost prepared by the Consultant.
- The following design standards and references are to be followed where relevant during the development of the project:
 - Marion County Standard Specifications and Drawings
 - Oregon Standard Specifications for Construction
 - Owner to provide front end contracting and bidding documents (Div 00)
 - AIS and BABA requirements
- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site and building design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.

Deliverables:

- 90% design drawings and specifications, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17").
- 100% stamped design package, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17").
- Opinion of Probable Cost.

Task 401.4 – Pre-Procurement Support

Consultant Responsibilities:

- 401.4.1. This task includes consultant services to support the Owner in direct purchase of equipment for the Project using available funds. The objective of the direct purchase of equipment or materials is to account for potential long lead times and still have the equipment or materials on hand when the contractor is ready to move forward with construction. Consultant will provide specifications for the equipment/material to be directly purchased which may be out of sequence or earlier than the final design task.

Owner Responsibilities:

- Owner staff will lead the solicitation effort to either solicit informal bids or select suppliers from pre-approved supplier lists. Owner will receive and store materials prior to the Contractor taking on the equipment/material for installation.

Assumptions:

- Consultant is not responsible if material/equipment must be returned or designated as surplus due to the expedited delivery process for this project.
- Budget assumes up to 40 hours for support services to be provided as requested.

Deliverables:

- Procurement Specifications.

Task 401.5 – Alternative Contracting Method Support

Owner anticipates engaging a construction contractor for the construction of new project facilities using alternative contracting procedures. The purpose of this task is to support Owner during the contract development and solicitation process.

Consultant Responsibilities:

- 401.5.1. Support County staff as requested with Board of Commissioners meeting and draft documents in preparation for soliciting BOC approval and developing CM/GC solicitation documents.

Owner Responsibilities:

- Lead the efforts to gain County Board of Commissioners approval for use of alternative project delivery method.
- Lead the efforts to develop contractor solicitation and contract documents.

Assumptions:

- Budget assumes up to 40 hours for support services to be provided as requested.

Task 401.6 – WPCF PERMITTING

Consultant Responsibilities:

- 401.6.1. Prepare draft permit application for a holding tank permit for DEQ review.
- 401.6.2. Meet with DEQ to discuss the permit applications. For the purpose of this scope, up to two (2) meetings are assumed.
- 401.6.3. Address DEQ comments in permit application.

Owner Responsibilities:

- Provide input on draft permit application.
- If necessary, pay fee to DEQ for draft permit application.
- Review and comment on draft documents.

Assumptions:

- No field work, environmental studies, cultural resource investigations, or biological assessments are included in this task.
- This scope does not include any additional field gathering or special studies that may be required by the DEQ.
- No other permits will be required. If required, support for these permits can be provided as additional services.

Task 401.7 – Management Reserve (Contingency Task):

This task identifies prospective services that Owner, at its discretion, may elect to authorize Consultant to produce. Consultant shall perform no work nor incur any costs under this task prior to the issuance of separate authorization-to-proceed (email acceptable) by Owner.

From time to time the Owner may have additional tasks related to the project or additional tasks may be encountered that are not identified in this scope of work. For these instances, a time and material budget is established in order for Consultant to complete the additional services. A Management Reserve in the amount of \$10,000 is incorporated into this agreement to allow Owner Staff to authorize Additional Services if needed. The scope, schedule and budget for such items will be agreed upon in writing through an executed task order prior to incorporation into the work.

ADDITIONAL SERVICES (not included in scope of work)

- Special use permits, environmental services, or additional permitting beyond those described in the scope of work
- Additional public outreach/meetings or stakeholder outreach support
- Field investigations, including subsurface investigations, to check available record drawings
- Construction phase surveying (quantities, staking, record)
- Funding administration support
- Project site tours
- Easements and right-of-way acquisition support
- Multiple design alternatives (i.e alternative site layouts) for bidding purposes

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 **\$1,913,020.00** [**\$128,640.00**].

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.

<u>PHASE 1 – GENERAL ENGINEERING SERVICES</u>	Cost	Type
<u>100 – PROJECT MANAGEMENT</u>		
Task 100.1 – Project Management	\$ 35,520	T&M
Task 100.2 [1] – County Board of Commissioners Support Services	\$ 25,440	LS
<u>101 – STRATEGIC PERMITTING PLAN</u>		
Task 101.1 – Project Management and Administration	\$ 4,825	LS
Task 101.2 – Data Review, Preliminary Agency Coordination, and Data Gaps Identification	\$ 19,090	LS
Task 101.3 – Strategic Permitting Plan	\$ 9,540	LS
<u>102 – SUBSURFACE INVESTIGATION</u>		
Task 102.1 – Project Management & Administration	\$ 16,400	T&M
Task 102.2 – Subsurface Investigation Program	\$ 74,200	T&M
Subtask 102.2.1 – Gates / Mill City Subsurface Investigation	\$ 461,580	T&M
Subtask 102.2.2 – Detroit / Idanha Subsurface Investigation	\$ 566,780	T&M
Task 102.3 – Groundwater Modeling Evaluation		
Subtask 102.3.1 – Mill City / Gates Permitting Evaluation	\$ 63,600	T&M
Subtask 102.3.2 – Detroit / Idanha Permitting Evaluation	\$ 78,700	T&M
Task 102.4: McCoy Site Permitting (USFS) and Private Property Owner Coordination (Upper Deck)	\$ 18,700	T&M
Subtotal [Total]	\$ 1,374,375	[60,960]

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

<u>PHASE 2 – MILL CITY / GATES WASTEWATER SEWER SYSTEM</u>	<u>Cost</u>	<u>Type</u>
<u>Task 200.1 – Project Management</u>	\$ 12,600	LS
<u>Task 200.2 – Data Acquisition & Facility Tour</u>	\$ 6,110	LS
<u>Task 200.3 – Project Planning</u>	\$ 26,725	LS
<u>Task 200.4 – Existing Facilities Evaluation</u>	\$ 68,680	LS
<u>Task 200.5 – Need for system improvements</u>	\$ 3,650	LS
<u>Task 200.6 – Collection System Alternatives Considered & Selection</u>	\$ 53,615	LS
<u>Task 200.7 – Treatment System Alternatives Considered & Selection</u>	\$ 59,365	LS
<u>Task 200.8 – Proposed Projects (Recommended Alternatives)</u>	\$ 70,780	LS
<u>Task 200.9 – Facilities Plan Documentation & Public Meeting</u>	\$ 25,830	LS
<u>Task 200.10 – Management Reserve</u>	\$ 10,000	T&M
<u>Subtotal</u>	\$ 337,355	

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

<u>PHASE 4 – DETROIT INTERIM COMMERCIAL SEPTIC SYSTEMS</u>	<u>Cost</u>	<u>Type</u>
<u>400 – COMMERCIAL SEPTIC SYSTEM PLANNING</u>		
<u>Task 400.1 – Project Management</u>	\$ 6,030	LS
<u>Task 400.2 [1] – Data Acquisition & Properties Tour</u>	\$ 17,770	LS
<u>Task 400.3 [2] – Stakeholder Involvement/Engagement</u>	\$ 17,200	LS
<u>Task 400.4 [3] – Commercial Septic System Concept</u>	\$ 26,680	LS
<u>401 – KANE'S MARINA SEPTIC SYSTEM</u>		
<u>Task 401.1 – Project Management</u>	\$ 15,550	LS
<u>Task 401.2 – Preliminary Engineering Report (PER)</u>	\$ 28,630	LS
<u>Subtask 401.2.1 – Topographic Survey</u>	\$ 17,240	LS
<u>Subtask 401.2.2 – Geotechnical Investigation</u>	\$ 17,060	LS
<u>Task 401.3 – Final Design</u>	\$ 28,270	LS
<u>Task 401.4 – Pre-Procurement Support</u>	\$ 8,000	T&M
<u>Task 401.5 – CM/GC Support Services</u>	\$ 8,000	T&M
<u>Task 401.6 – WPCF Permitting</u>	\$ 5,860	LS
<u>Task 401.7 – Management Reserve (Contingency Task)</u>	\$ 5,000	T&M
<u>Subtotal</u>	\$ 201,290	[67,680]

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

TOTAL	\$ 1,913,020 [\$ 128,640]
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- B.1.01 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.1.02 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.1.03 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.1.04 Consultant shall submit monthly invoices for Services performed. To be processed for payment by Owner, the invoices shall include the following basic information:
- The correct name of Owner's authorized representative
 - Invoice date
 - Date range during which the Services being invoiced for were provided
 - The last invoice submitted on the Project must be clearly labeled "Final Invoice"
 - 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
 - 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 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: Brian Nicholas
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.1.05 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.1.05 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 subconsultants.
 - 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 62.5 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.

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT**

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

<u>PHASE 1 – GENERAL ENGINEERING SERVICES</u>	
<u>100 – PROJECT MANAGEMENT</u>	
<u>Task 100.1 – Monthly Invoices and Progress Reports</u>	<u>Monthly</u>
<u>Task 100.1 – Meeting agendas and minutes</u>	<u>Weekly</u>
<u>Task 100.2 [1]: Final Presentation Materials</u> [County Board of Commissioners Support Services]	<u>8 weeks after NTP</u> [2 Months]
<u>101 – STRATEGIC PERMITTING PLAN</u>	
<u>Task 101.3 – Draft Strategic Planning Plan</u>	<u>11 weeks after Amend No. 2 NTP</u>
<u>Task 101.3 – Final Strategic Planning Plan</u>	<u>13 weeks after Amend No. 2 NTP</u>
<u>102 – SUBSURFACE EXPLORATION</u>	
<u>Task 102.2.1 – Draft Subsurface Investigation Work Plan</u>	
<u>Task 102.2.1 – Final Subsurface Investigation Work Plan</u>	
<u>Task 102.2.1 – Infiltration Testing and Test Pit Excavation Memorandum</u>	
<u>Task 102.2.1 – Draft Subsurface Investigation Memorandum</u>	
<u>Task 102.2.1 – Final Subsurface Investigation Memorandum</u>	
<u>Task 102.2.1 – Groundwater Level Monitoring Memorandum</u>	
<u>Task 102.2.2 – Draft Subsurface Investigation Work Plan</u>	
<u>Task 102.2.2 – Final Subsurface Investigation Work Plan</u>	
<u>Task 102.2.2 – Infiltration Testing and Test Pit Excavation Memorandum</u>	
<u>Task 102.2.2 – Draft Subsurface Investigation Memorandum</u>	
<u>Task 102.2.2 – Final Subsurface Investigation Memorandum</u>	
<u>Task 102.2.2 – Groundwater Level Monitoring Memorandum</u>	
<u>Task 102.3.1 – Draft WPCF Evaluation Memorandum</u>	
<u>Task 102.3.1 – Final WPCF Evaluation Memorandum (Owner Comments)</u>	
<u>Task 102.3.1 – Draft WPCF Evaluation Memorandum (DEQ Comments)</u>	
<u>Task 102.3.2 – Draft WPCF Evaluation Memorandum</u>	
<u>Task 102.3.2 – Final WPCF Evaluation Memorandum (Owner Comments)</u>	
<u>Task 102.3.2 – Draft WPCF Evaluation Memorandum (DEQ Comments)</u>	

<u>PHASE 2 – MILL CITY / GATES WASTEWATER SEWER SYSTEM</u>	
<u>200 – MILL CITY / GATES FACILITIES PLANNING STUDY</u>	
<u>Task 200.2 – Request(s) for Information</u>	
<u>Task 200.3 – Draft Project Planning Facility Plan Section</u>	
<u>Task 200.4 – Draft Existing Facilities Evaluation Facility Plan Section</u>	
<u>Task 200.5 – Draft Project Need Facilities Plan Section</u>	
<u>Task 200.6 – Draft Collection System Alternatives Facility Plan Section</u>	
<u>Task 200.7 – Draft Treatment System Alternatives Facility Plan Section</u>	
<u>Task 200.8 – Capital Improvement Plan</u>	
<u>Task 200.8 – SDC Eligibility Estimate</u>	
<u>Task 200.8 – Draft Proposed Project Facility Plan Section</u>	
<u>Task 200.9 – Public Meeting Presentation Materials</u>	
<u>Task 200.9 – Final Facilities Plan</u>	
<u>PHASE 4 – DETROIT INTERIM COMMERCIAL SEPTIC SYSTEMS</u>	
<u>400 – COMMERCIAL SEPTIC SYSTEM PLANNING</u>	
<u>Task 400.2 – Requests for Information</u>	
<u>Task 400.2 – Existing Septic and Drain Field Summary Tables and Figures</u>	
<u>Task 400.3 – Presentation Materials</u>	
<u>Task 400.4 [3] – [Provide] Draft Commercial Septic Design Memorandum</u>	<u>8 weeks after Amend No. 1 NTP</u> <u>[2 months]</u>
<u>401 – KANE’S MARINA SEPTIC SYSTEM</u>	
<u>Task 401.1 – Kickoff meeting agenda</u>	<u>2 weeks after Amend No. 2 NTP</u>
<u>Task 401.1 – Kickoff meeting minutes</u>	<u>1 week after Kickoff Meeting</u>
<u>Task 401.1 – Request for Information</u>	
<u>Task 401.1 – Presentation Materials</u>	
<u>Task 401.2 – Workshop Meeting Agenda</u>	
<u>Task 401.2 – Workshop Meeting Minutes</u>	
<u>Task 401.2 – Draft Preliminary Engineering Report</u>	<u>5 weeks after Amend No. 2 NTP</u>
<u>Task 401.2 – Final Preliminary Engineering Report</u>	<u>6 weeks after Amend No. 2 NTP</u>
<u>Subtask 401.2.1 – Topographic Basemap</u>	<u>6 weeks after Amend No. 2 NTP</u>
<u>Subtask 401.2.2 – Geotechnical Report</u>	<u>10 weeks after Amend No. 2 NTP</u>
<u>Task 401.3 – 90% Design Drawings and Specifications</u>	<u>15 weeks after Amend No. 2 NTP</u>
<u>Task 401.3 – Final (Stamped) Drawings and Specifications</u>	<u>17 weeks after Amend No. 2 NTP</u>
<u>Task 401.3 – Opinion of Probably Cost</u>	<u>17 weeks after Amend No. 2 NTP</u>

<u>Task 401.4 – Procurement Specifications</u>	
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**MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT**

EXHIBIT F - RATE SCHEDULE

	Maximum Hourly Rate
Project Engineer I	\$120
Project Engineer II	\$160
Project Engineer III	\$215
Project Manager I/II	\$160
Project Manager III	\$215
Structural Engineer I/II	\$160
Structural Engineer III	\$210
Chief Engineer / Chief Structural Engineer	\$250
CAD I/II	\$120
CAD III	\$140
CAD Manager	\$175
Electrical Controls I/II	\$160
Electrical Controls III	\$200
Principal	\$250
Surveyor I/II	\$140
Professional Surveyor PLS	\$175
Field Representative	\$135
Engineering Student	\$70
Administration I	\$80
Administration II	\$100

MARION COUNTY STANDARD PROFESSIONAL SERVICES CONTRACT

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.*


Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES

BOARD OF COMMISSIONERS:

 12/7/2022
Chair Date

 12/7/2022
Commissioner Date

 12-7-2022
Commissioner Date

 11/28/2022
Authorized Signature: Department Director or designee Date

 11/30/2022
Authorized Signature: Chief Administrative Officer Date

Reviewed by Signature: James E. Vetto 11/28/22
Marion County Legal Counsel Date

Reviewed by Signature: Camber Senig 11/28/22
Marion County Contracts & Procurement Date

KELLER ASSOCIATES SIGNATURE

Authorized Signature:  BF174523C4C949A... 12/8/2022
Date

Title: Principal



Contract Review Sheet

PW-5069-22 (1)

A&E Standard Prof Svcs Agmnt #: PW-5069-22 Amendment #: 1

Contact: Henry, Alicia Department: Public Works Department

Phone #: 503-373-4320 Date Sent: Tuesday, October 11, 2022

Title: North Santiam Canyon Sewer Project - ARPA

Contractor's Name: Keller Associates

Term - Date From: September 30, 2022 Expires: December 31, 2026

Contract Total: \$ 60,960.00 Amendment: \$ 67,680.00 New Total: \$ 128,640.00

☐ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# 1130

Description of Services or Grant Award

This agreement is for a new sewer structure in North Santiam Cayon. Phase 1 was for consultation and management.

Amendment 1 includes additional statement of work for task 402 (Project Concept), increases contract over 25% (adding \$67,680) for a new total of \$128,640 and consultant to provide a draft technical memo within 2 months of amendment execution.

Desired BOC Session Date: 10/26/2022 BOC Planning Date: 10/13/2022

Files submitted in CMS: 10/5/2022 Printed packet & copies due in Finance: 10/11/2022

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: 10/11/2022 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:

A3538E7AEC704F4
10/12/2022
Finance - Contracts Date

DocuSigned by:

DA7EBDC1E7B47D...
10/12/2022
Contract Specialist Date

DocuSigned by:

D0CFC5B04B9F483...
10/12/2022
Legal Counsel Date

DocuSigned by:

DC16351248DE4EC...
10/12/2022
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 26, 2022

Department: Public Works

Agenda Planning Date: October 20, 2022

Time required: 10 min

☐ Audio/Visual aids N/A

Contact: Brian Nicholas

Phone: x7943

Department Head Signature:

TITLE

Consider approval of Amendment 001 to professional service contract PW-5069-22 with Keller Associates, Inc. for the North Santiam Sewer Project.

Issue, Description & Background

Marion County received \$50,000,000 in American Rescue Plan Act (ARPA) funds from the State of Oregon for the design, permitting and construction of the North Santiam Sewer Project. Marion County has agreed to deliver the project on behalf of the North Santiam Sewer Authority (NSSA) and its member cities. On May 20, 2022, the county selected a consultant team led by Keller Associates, Inc. to provide a comprehensive suite of engineering and other professional services to deliver the project. On October 7, 2022, the county executed contract PW-5069-22 with Keller, a "fast-start" contract focused on the expedited completion of a "step-back" assessment of the project delivery plan outlined in the project Master Plan, which was published more than a year ago, and the presentation of an updated strategic delivery plan for board feedback.

This Amendment 001 adds additional "fast-start" services associated with the development of interim commercial septic systems to serve the downtown commercial district of the city of Detroit, another time-sensitive initiative under the North Santiam Sewer Project.

Financial Impacts:

This amendment will increase the contract value by \$67,680, from \$60,960 to \$128,640. This is a **budgeted expense** in the current fiscal year in the 135 Public Works Grants fund.

Impacts to Department & External Agencies

This amendment results in no impacts to other departments and serves to advance the North Santiam Sewer Project on behalf of the cities of Mill City, Gates, Detroit and Idanha.

Options for Consideration:

- 1) Approve Amendment 001 to contract PW-5069-22, enabling work to begin on the development of interim septic systems for the the Detroit commercial district, or
- 2) Make no decision now and explore other options.

Recommendation:

Public Works recommends 1) Approving Amendment 001 with Keller Associates, Inc.

List of attachments:

Justification Memo, Amendment 001, Original Contract

Presenter:

Brian Nicholas

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



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Copies to:

Alicia Henry, ahenry@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT

Date: October 7, 2022

To: Chief Administrative Officer

Cc: Contract File

From: Alicia Henry

1. Subject: Amendment Exceeds 25%

The Marion County Public Works Department is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Keller Associates Inc. for design, permit, and acquire property for the construction of a new sanitary sewer treatment plant and sewer collection systems to serve the cities of Detroit and Idanha, and interim commercial septic system(s) serving the city of Detroit with a value of \$60,960 and an addition \$67,680 will be added to the contract for a new contract total of \$128,640 upon approval.

The initial contract consisted of a \$60K fast-start contract, which enabled work on this time-sensitive project to begin quickly. Subsequent phases of work are awarded to the consultant as the project progresses. This conforms to the contracting plan for this project.

Submitted by:

DocuSigned by:
Alicia Henry
DA7EBDCC1E7B47D...

Alicia Henry

Public Works Department

Acknowledged by:

DocuSigned by:
Brian Nicholas
9793BA7ACD6D443...

Brian Nicholas

Department Head



Marion County
OREGON

**AMENDMENT 001 to PW-5069-22
the CONTRACT FOR SERVICES**

between

MARION COUNTY and KELLER ASSOCIATES, INC.

This Amendment No. 001 to the Contract for Services (as amended from time to time, the "Contract"), dated October 7, 2022 between Marion County, a political subdivision of the State of Oregon, hereafter called Owner, and Keller Associates, Inc., hereafter called Consultant.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

AGREEMENT

Owner agrees to pay Consultant a sum not to exceed \$128,640.00 [~~\$60,960~~] for Phase 1 and 4 Services, which shall include all allowable expenses, more specifically described in **EXHIBIT A, Statement of Work**.

**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 construct new sanitary sewer infrastructure in the North Santiam River Canyon of Marion and Linn Counties in Oregon. Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant to serve the cities of Mill City and Gates, including improvements to existing Mill City sewer collection infrastructure, construction of a new sewer main to serve Gates and construction of new sanitary sewer collection infrastructure within Gates. Project will construct the proposed sanitary sewer infrastructure pending the availability of adequate construction funding.

The Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant and sewer collection systems to serve the cities of Detroit and Idanha. Project will construct the proposed infrastructure pending adequate availability of construction funding.

The Project will also design, permit, acquire property and construct commercial-scale community septic systems to serve the commercial core of Detroit to support economic recovery of the area.

Tasks within this Statement of Services are organized as follows:

100-Level Tasks – Phase 1 Services – Overall project management, administration and coordination of Consultant Services, meetings, communication, public engagement, general engineering and related Services.

200-Level Tasks – Phase 2 Services – Mill City / Gates Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.

300-Level Tasks – Phase 3 Services – Detroit / Idanha Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.

400-Level Tasks – Phase 4 Services – Detroit Interim Commercial Septic Systems – Engineering, design, permitting, property acquisition, stakeholder engagement, bid support and construction oversight.

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 life-cycle costs affordable.
- 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: **Brian Nicholas, PE, PW Director**

Telephone: **503.364.2002**
Telephone: **503.930.8502**

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

Task 100: Project Management

Consultant Responsibilities:

- 100.1 General Project Administration. General project administration services include contract administration, monthly invoicing, maintaining project schedule, and internal project administration.
- 100.2 Project Coordination. Consultant may be requested to prepare progress reports, or attend or lead project related coordination meetings with the County, North Santiam Sewer Authority, or other state agencies.
- 100.3 Presentations or attendance to North Santiam Sewer Board Meetings. From time to time, Consultant will attend, by invite, the board meetings for the North Santiam Sewer Board. Consultant may present project updates to the board. Consultant will prepare presentation materials and/or handouts as directed.

Owner Responsibilities:

- Administer project funding.

Assumptions:

- Submit documents electronically, unless directed otherwise.
- Assumes a 6-month duration for general project administration.
- Task 1 includes up to 212 hours of project management services.

Deliverables:

- Monthly invoices – electronic copy
- Meeting agenda and minutes – electronic copy

Task 101: County Board of Commissioners Support Services

Consultant Responsibilities:

- 101.1. **Presentations to County Commissioners.** Consultant will present to the County Commissioners at a regularly scheduled Board of Commissioners Meeting on up to two occasions. Consultant will prepare presentation materials and/or handouts. The two presentations will tentatively occur in the months of November and December and will have the following purpose:

Presentation #1 – Within one month after effective date of contract. Summarize the current status of Mill City's interim sewer improvement project and this Project. Develop an affirmative plan with Consultant's recommendations on how both projects can be advanced as efficiently and economically as possible to serve both the City's and this Project's needs. Summarize next steps and projected schedule.

Presentation #2 – Within two months after effective date of contract. Follow up visit, if necessary, to answer additional questions or present on additional items requested by County/County Commissioners.

Consultant will re-engage with sub-consultants (i.e. GSI, SWCA) and agencies (i.e. Oregon DEQ, US Forest Service) 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:

- Review deliverables in a reasonable time and provide feedback as needed to the Consultant.
- Attend and participate in board meetings.

Assumptions:

- Presentations are in-person at the County offices.

Deliverables:

- Draft presentation material – electronic copy
- Final presentation material – electronic copy

TASK 400: PROJECT MANAGEMENT**Consultant Responsibilities**

- 400.1. Project Management. Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.
- 400.2. 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 available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Design criteria will also be reviewed during the Kickoff Meeting and assumptions for properties to connect and their flow criteria.

Owner Responsibilities

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

Assumptions

- Assumes a 4-month duration for general project administration.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to this task as well as subsequent tasks.

Deliverables

- Monthly invoices – electronic copy.
- Project meeting agendas and minutes – electronic copy.

TASK 401: DATA ACQUISITION & PROPERTY TOUR**Consultant Responsibilities**

- 401.1. Request for Information. A request for information will be prepared by the Consultant describing the information needed including, but not limited to, the following items:
 - a) Base mapping, including roadways, parcel lines, political boundaries, land use, topographic contours, current aerial imagery, manholes, and pipelines (along with material, age, and size attributes) to be provided in GIS format. GIS to include survey grade pipe invert data for modeled lines, incorporating recent survey information of collection system as applicable.
 - b) List of properties to be connected to the commercial septic system.
 - 1. Provide type of business
 - 2. Anticipated wastewater flows
 - c) Previous collected test pit data for all the properties.
 - d) Previous studies involving the soil in the city.
 - e) Provide existing drain field and septic tank locations for each property.
 - f) Identify available property for consideration for septic tank or drain field placement.

- g) Owner to complete additional test pits required to investigate feasibility of drain fields on properties identified by the Consultant.

401.2. Conduct site tour of each property to evaluate potential drain field locations.

401.3. Meet with each property owner/representative to discuss specifics to each property. These meetings are assumed to be virtual to work with individual property owner schedules.

Owner Responsibilities

- Provide requested data within two weeks of request.
- Complete field work and provide sampling/testing, if required for drain field investigations.
- Conduct site tour with Consultant; provide access to facilities and records.

Assumptions

- Site tour is limited to visual observations and is not intended to be a comprehensive inspection. Consultant will not enter confined spaces, nor will a structural or leak test be completed on existing septic tanks.
- Scope assumes up to 20 properties will be participating in the interim commercial septic systems.
- 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.

Deliverables

- Requests for Information
- Summary tables and figures for existing septic tanks and drain fields status

TASK 402: STAKEHOLDER INVOLVEMENT/ENGAGEMENT

Consultant Responsibilities

- 402.1. Stakeholder Preliminary Meeting. Review goals and objectives of the project. Owner will distribute communication and notification to stakeholders, city, and County staff.
- 402.2. City Council Preliminary Workshop Meeting. Set the project meeting agenda and provide minutes. This meeting will be a workshop to review and discuss project objectives.
- 402.3. Public Meeting. Prepare materials for and present summary findings in a public meeting.
- 402.4. City Council Summary Workshop Meeting. Set the project meeting agenda and provide minutes. This meeting will be a workshop to summarize the technical memorandum deliverable from Task 403.

Owner Responsibilities

- Participate and provide facilities for public meeting. Provide public notice as required. Assist in addressing public comments.
- Distribute communication and notification for stakeholder meeting.

Deliverables

- Public and stakeholder meeting presentation materials.

TASK 403: COMMERCIAL SEPTIC SYSTEM CONCEPT

Consultant Responsibilities

- 403.1. Location and Project Impact. Provide brief description of project location and summary of properties including a figure.
- 403.2. Flow Estimates and Grouping. Estimate the amount of flow and wastewater strength of loading (restaurant, industrial, staff restroom, ...). Document estimated seasonal variation and 5 to 10 year growth for flow and wastewater strength.
- 403.3. Regulatory and Permitting Requirements. Review and summarize current, pending and future regulatory requirements and permitting criteria that may influence operation, maintenance, and adaptation of the system to the long-term gravity collection system.
- 403.4. Conceptual Layout of Septic Systems. Provide figures to summarize conceptual layout of septic tanks and drain fields. Figures will be 8.5x11 or 11x17 schematics.
- 403.5. Opinion of Probable Costs. Prepare an AAEC Class 4 opinion of probable cost for the project.
- 403.6. Develop Preliminary Project Schedule. Summarize schedule for overall project delivery and construction.
- 403.7. Maintenance Requirements. Summarize recommended maintenance requirements as required for regulatory compliance or as reported by the Owner.
- 403.8. Draft Technical Memorandum. Prepare draft technical memorandum. Final document to have Owner's comments incorporated.
- 403.9. Workshop Meeting. Set the project meeting agenda and provide minutes. This meeting will be a workshop to review with County/City staff the draft technical memorandum.

Owner Responsibilities

- Provide input and approval of septic tank and drain field concepts.
- Provide staff input and requirements for septic approval.
- Review and comment on draft documents in a timely manner.

Assumptions

- Project will not require an Oregon DEQ WPCF permit.
- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the 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 construction cost prepared by the Consultant.

- Test pits will not be excavated and soil characteristics documented with this scope of work. If required, sampling and/or testing will occur with a subsequent task order amendment.
- Scope excludes environmental work. 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 Technical Memorandum
- Project meeting agenda and minutes.

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 \$128,640 [\$60,960].

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.

<u>100-Level Tasks – Phase 1 Services [TASK 100]</u>	Cost	Type
Task 100 – Project Management	\$ 35,520	T&M
Task 101 – County Board of Commissioners Support Services	\$ 25,440	LS
<u>Subtotal [Total]</u>	\$ 60,960	

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

<u>400-Level Tasks – Phase 4 Services</u>	Cost	Type
<u>Task 400 – Project Management</u>	\$ 6,030	<u>LS</u>
<u>Task 401 – Data Acquisition & Properties Tour</u>	\$ 17,770	<u>LS</u>
<u>Task 402 – Stakeholder Involvement/Engagement</u>	\$ 17,200	<u>LS</u>
<u>Task 403 – Commercial Septic System Concept</u>	\$ 26,680	<u>LS</u>
<u>Subtotal</u>	\$ 67,680	

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

<u>TOTAL</u>	\$ 128,640	
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B.1.01 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.1.02 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.1.03 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.1.04 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: Brian Nicholas
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.1.05 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.1.05 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 subconsultants.
 - 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 62.5 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.

MARION COUNTY STANDARD PROFESSIONAL SERVICES CONTRACT

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.

D. 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.

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT
EXHIBIT D - SPECIAL CONTRACT PROVISIONS

D.1 RESPONSIBILITIES OF OWNER

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

D.2 PROJECT RESPONSIBILITIES

- D.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.
- D.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.

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT
EXHIBIT E - CRITICAL DATE SCHEDULE

Task 101: County Board of Commissioners Support Services	2 Months
<u>Task 403: Provide Draft Technical Memorandum</u>	<u>2 Months</u>

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT**

EXHIBIT F - RATE SCHEDULE

	Maximum Hourly Rate
Project Engineer I	\$120
Project Engineer II	\$160
Project Engineer III	\$215
Project Manager I/II	\$160
Project Manager III	\$215
Structural Engineer I/II	\$160
Structural Engineer III	\$210
Chief Engineer / Chief Structural Engineer	\$250
CAD I/II	\$120
CAD III	\$140
CAD Manager	\$175
Electrical Controls I/II	\$160
Electrical Controls III	\$200
Principal	\$250
Surveyor I/II	\$140
Professional Surveyor PLS	\$175
Field Representative	\$135
Engineering Student	\$70
Administration I	\$80
Administration II	\$100

MARION COUNTY STANDARD PROFESSIONAL SERVICES CONTRACT

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.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Dan B...

Chair

10/19/2022

Date

Columbillo

Commissioner

10/19/2022

Date

Kin C...

Commissioner

10.19.22

Date

Authorized Signature:

DocuSigned by:

Brian Nicholas

9793BA7ACD6D443...

10/12/2022

Department Director or designee

Date

Authorized Signature:

DocuSigned by:

Jan Fritz

DC16351248DE4EC...

10/12/2022

Chief Administrative Officer

Date

Reviewed by Signature:

DocuSigned by:

Jane E Votto

D0CFC5B04B9F483...

10/12/2022

Marion County Legal Counsel

Date

Reviewed by Signature:

DocuSigned by:

Camber Schlag

C5B2F3DF257F444...

10/12/2022

Marion County Contracts & Procurement

Date

KELLER ASSOCIATES, INC. SIGNATURE

DocuSigned by:

PETER OLSEN

743A43630E4D48B...

Authorized Signature:

10/20/2022

Date

Title: Principal



Contract Review Sheet

PW-5069-22

A&E Standard Prof Svcs Agmnt #: PW-5069-22 Amendment #: _____

Contact: Henry, Alicia Department: Public Works Department

Phone #: 503-373-4320 Date Sent: Wednesday, October 5, 2022

Title: North Santiam Canyon Sewer Project

Contractor's Name: Keller Associates

Term - Date From: Execution Expires: December 31, 2026

Contract Total: \$ 60,960.00 Amendment: \$ - New Total: \$ 60,960.00

☐ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# 1130

Description of Services or Grant Award

The Project will construct new sanitary sewer infrastructure in the North Santiam River Canyon of Marion and Linn Counties in Oregon. Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant to serve the cities of Mill City and Gates. The Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant and sewer collection systems to serve the cities of Detroit and Idanha. The Project will also design, permit, acquire property and construct commercial-scale community septic systems to serve the commercial core of Detroit to support economic recovery of the area.

Desired BOC Session Date: _____ BOC Planning Date: _____

Files submitted in CMS: _____ Printed packet & copies due in Finance: _____

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: 10/5/2022 Date Legal Received: _____

Comments: G

REQUIRED APPROVALS

DocuSigned by:

 A3538E7AEC704F4... 10/5/2022
 Finance - Contracts Date

DocuSigned by:

 D0CFC5B04B9F483... 10/6/2022
 Legal Counsel Date

DocuSigned by:

 DA7EBDCC1E7B47D... 10/7/2022
 Contract Specialist Date

DocuSigned by:

 DC16351248DE4EC... 10/6/2022
 Chief Administrative Officer Date

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.
Address: 245 Commercial Street SE
City, State Zip: Salem, OR 97301

Contract # PW-5069-22
Phone: 503.364.2002
Email: polsen@kellerassociates.com

(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:

RECITALS

- A. On May 20, 2022 Owner issued Request for Proposals RFP PW1130-22 for Projects A and B of a project entitled by Owner the North Santiam Canyon Sewer Project (the "Project").
- B. On August 11, 2022, Owner entered into Coronavirus State Fiscal Recovery Fund Grant Agreement SR2240 with the Oregon Business Development Department for development of a project entitled by the state the North Santiam Septic to Sewer Project. The North Santiam Canyon Sewer Project and the North Santiam Septic to Sewer Project are one and the same project.
- C. Project will construct new sanitary sewer infrastructure serving the cities of Mill City, Gates, Detroit and Idanha, and interim commercial septic system(s) serving the city of Detroit.
- D. Project consists of four (4) phases, which are expected to be performed concurrently. The Project phases are as follows:
 - a. **Phase 1** – Management of the overall Project including, but not limited to, administration and coordination of Consultant Services, meetings, communication, public engagement, general engineering and related Services.
 - b. **Phase 2** – Mill City / Gates Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.
 - c. **Phase 3** – Detroit / Idanha Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.
 - d. **Phase 4** – Detroit Interim Commercial Septic Systems – Engineering, design, permitting, property acquisition, stakeholder engagement, bid support and construction oversight.

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”):

Civil, mechanical, electrical and environmental engineering analysis and design; environmental and construction permit consultation and acquisition; natural, archaeological and historic resource studies, investigation and reporting; NEPA compliance; property acquisition; public involvement and communications; preparation of construction plans, specifications and estimates; bid support; construction administrative and observation support.

Owner agrees to pay Consultant a sum not to exceed **\$60,960.00** for Phase 1 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 H: Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.330, 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

Authorized Signature:	 DC16351248DE4EC...	10/6/2022
	Chief Administrative Officer	Date
Authorized Signature:	 9793BA7ACD6D443	10/5/2022
	Deputy Chief of Administration	Date
Reviewed by Signature:	 D0CEC5B04B9E483	10/6/2022
	Marion County Legal Counsel	Date
Reviewed by Signature:	 A3538E7AEC704E4...	10/5/2022
	Marion County Contracts & Procurement	Date

KELLER ASSOCIATES, INC. SIGNATURE

Authorized Signature:	 743A43630E4D48B	10/7/2022
		Date

Title: Principal

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 assistance 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, THE STATE OF OREGON AND THE OREGON BUSINESS DEVELOPMENT DEPARTMENT, AND THEIR 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, THE STATE OF OREGON AND THE OREGON BUSINESS DEVELOPMENT DEPARTMENT, AND THEIR 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 insure 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 construct new sanitary sewer infrastructure in the North Santiam River Canyon of Marion and Linn Counties in Oregon. Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant to serve the cities of Mill City and Gates, including improvements to existing Mill City sewer collection infrastructure, construction of a new sewer main to serve Gates and construction of new sanitary sewer collection infrastructure within Gates. Project will construct the proposed sanitary sewer infrastructure pending the availability of adequate construction funding.

The Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant and sewer collection systems to serve the cities of Detroit and Idanha. Project will construct the proposed infrastructure pending adequate availability of construction funding.

The Project will also design, permit, acquire property and construct commercial-scale community septic systems to serve the commercial core of Detroit to support economic recovery of the area.

Tasks within this Statement of Services are organized as follows:

100-Level Tasks – Phase 1 Services – Overall project management, administration and coordination of Consultant Services, meetings, communication, public engagement, general engineering and related Services.

200-Level Tasks – Phase 2 Services – Mill City / Gates Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.

300-Level Tasks – Phase 3 Services – Detroit / Idanha Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.

400-Level Tasks – Phase 4 Services – Detroit Interim Commercial Septic Systems – Engineering, design, permitting, property acquisition, stakeholder engagement, bid support and construction oversight.

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 life-cycle costs affordable.
- 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**

Telephone: **503.364.2002**

Owner: **Brian Nicholas, PE, PW Director**

Telephone: **503.930.8502**

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

Task 100: Project Management

Consultant Responsibilities:

- 100.1 General Project Administration. General project administration services include contract administration, monthly invoicing, maintaining project schedule, and internal project administration.
- 100.2 Project Coordination. Consultant may be requested to prepare progress reports, or attend or lead project related coordination meetings with the County, North Santiam Sewer Authority, or other state agencies.
- 100.3 Presentations or attendance to North Santiam Sewer Board Meetings. From time to time, Consultant will attend, by invite, the board meetings for the North Santiam Sewer Board. Consultant may present project updates to the board. Consultant will prepare presentation materials and/or handouts as directed.

Owner Responsibilities:

- Administer project funding.

Assumptions:

- Submit documents electronically, unless directed otherwise.
- Assumes a 6-month duration for general project administration.
- Task 1 includes up to 212 hours of project management services.

Deliverables:

- Monthly invoices – electronic copy
- Meeting agenda and minutes – electronic copy

Task 101: County Board of Commissioners Support Services

Consultant Responsibilities:

- 101.1. Presentations to County Commissioners. Consultant will present to the County Commissioners at a regularly scheduled Board of Commissioners Meeting on up to two

occasions. Consultant will prepare presentation materials and/or handouts. The two presentations will tentatively occur in the months of November and December and will have the following purpose:

Presentation #1 – Within one month after effective date of contract. Summarize the current status of Mill City’s interim sewer improvement project and this Project. Develop an affirmative plan with Consultant’s recommendations on how both projects can be advanced as efficiently and economically as possible to serve both the City’s and this Project’s needs. Summarize next steps and projected schedule.

Presentation #2 – Within two months after effective date of contract. Follow up visit, if necessary, to answer additional questions or present on additional items requested by County/County Commissioners.

Consultant will re-engage with sub-consultants (i.e. GSI, SWCA) and agencies (i.e. Oregon DEQ, US Forest Service) 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:

- Review deliverables in a reasonable time and provide feedback as needed to the Consultant.
- Attend and participate in board meetings.

Assumptions:

- Presentations are in-person at the County offices.

Deliverables:

- Draft presentation material – electronic copy
- Final presentation material – electronic copy

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 \$60,960.

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.

TASK	Cost	Type
Task 1 – Project Management	\$ 35,520	T&M
Task 2 – County Board of Commissioners Support Services	\$ 25,440	LS
Total	\$ 60,960	

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

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: Brian Nicholas
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.1.05 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 subconsultants.
 - 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 62.5 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.

MARION COUNTY STANDARD PROFESSIONAL SERVICES CONTRACT

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.

D. 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.

MARION COUNTY STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT D - SPECIAL CONTRACT PROVISIONS

D.1 RESPONSIBILITIES OF OWNER

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

D.2 PROJECT RESPONSIBILITIES

- D.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.
- D.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

Task 101: County Board of Commissioners Support Services	2 Months

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EXHIBIT F - RATE SCHEDULE

	Maximum Hourly Rate
Project Engineer I	\$120
Project Engineer II	\$160
Project Engineer III	\$215
Project Manager I/II	\$160
Project Manager III	\$215
Structural Engineer I/II	\$160
Structural Engineer III	\$210
Chief Engineer / Chief Structural Engineer	\$250
CAD I/II	\$120
CAD III	\$140
CAD Manager	\$175
Electrical Controls I/II	\$160
Electrical Controls III	\$200
Principal	\$250
Surveyor I/II	\$140
Professional Surveyor PLS	\$175
Field Representative	\$135
Engineering Student	\$70
Administration I	\$80
Administration II	\$100

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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.

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

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency 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.

(B) 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 effected and the basis for settlement.

(C) 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.”

(D) 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.

(E) 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.

(F) 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.

(G) 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).

(H) 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.

(I) 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.

(J) See §200.322 Domestic preference for procurements.

(K) Audit Requirements of 2 CFR §200.5XX (Subpart F)

- i. Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. 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 County within 30 days of completion.

iii. Subrecipient must save, protect and hold harmless County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. 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 County.

(L) 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.

(M) Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41U.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.

(N) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(O) See § 200.323 Procurement of recovered materials.

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