



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 with Murraysmith, Inc. for
Engineering Design Services for the Force Main on I-205

Purpose/Outcome	Approval of Amendment #1 with Murraysmith, Inc. for Engineering Design Services for the Force Main on I-205.
Dollar Amount and Fiscal Impact	Amendment #1 \$312,945, original Contract \$500,000 and the total Contract not to exceed \$812,945.00.
Funding Source	639-01-20100-481010-P632336 – WES funds, no general fund dollars.
Duration	From execution through December 30, 2021 – no change.
Previous Board Action/Review	Issues: July 6, 2021, for original contract, and September 14, 2021, for this Amendment #1. Board Approval of original Contract: July 8, 2021.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, Infrastructure Strategy and Performance and Operational Optimization. 2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers.
Counsel Review	This Amendment #1 was reviewed and approved by Amanda Keller, County Counsel on September 7, 2021.
Procurement Review	Was the item processed through Procurement? Yes.
Contact Person	Jessica Rinner, Civil Engineering Supervisor , 503-742-4551
Contract No.	4209

BACKGROUND:

The WES Sanitary Sewer System Master Plan (SSMP), completed in 2019, identified the Willamette Area in West Linn as having existing capacity deficiencies. To address these deficiencies, additional pumping capacity, and an increase in downstream conveyance capacity, including a new Willamette River crossing to transport the flows to treatment will be required.

WES became aware that the Oregon Department of Transportation (ODOT) was in the process of designing an expansion of the Abernathy (I-205) Bridge across the Willamette River between West Linn and Oregon City and that it would be feasible to suspend the Willamette force main from the bridge, which would be much less expensive compared to a new under river crossing.

With ODOT's project design well underway, WES needed to expedite the design of the force main so it can be included in the ODOT project. WES contracted with Murraysmith, who was

already designing a water pipe similar in size and scope to our force main to be suspended from the bridge for the City of West Linn as a part of the same ODOT project.

The original scope of work covered basic design tasks and was billed on time and materials basis with a not to exceed cap of \$500,000.

As the design progressed, it has been determined that additional scope to support the design of the force main is required, including geotechnical investigations to support the trenchless installation, and additional QA/QC and Structural Design Review required by ODOT. This Amendment is to add \$312,945 to the original contract cost for design services to cover the cost of additional scope.

PROCUREMENT PROCESS:

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

RECOMMENDATION:

Staff recommends the Board approve of Amendment #1 with Murraysmith, Inc. for Engineering Design Services for the Force Main on I-205.

Respectfully submitted,

A handwritten signature in blue ink that reads "Greg Geist". The signature is written in a cursive style with a long horizontal stroke at the end.

Greg Geist
Director, WES

Placed on the _____ Agenda by the Procurement Division.

**AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH MURRAYSMITH, INC. FOR ENGINEERING DESIGN
SERVICES FOR THE FORCE MAIN ON I-205
Contract #4209**

This Amendment #1 is entered into between Murraysmith, Inc. (“Contractor”) and Water Environment Services (“District”) and shall become part of the Contract documents entered into between both parties on July 8, 2021 (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
District has requested Contractor to expand on the conceptual design has been completed, as a more comprehensive design is need to finalize the plan. The original Scope of Work is hereby replaced in its entirety by the Updated Scope of Work, attached as **Exhibit B** and incorporated by reference.


2. ARTICLE 1, Section 3. **Consideration** is hereby amended as follows:
Compensation for the additional Work shall not exceed **\$312,945.00**. The total Contract Consideration shall not exceed \$812,945.00.

ORIGINAL CONTRACT	\$ 500,000.00
<u>AMENDMENT #1</u>	<u>\$ 312,945.00</u>
TOTAL AMENDED CONTRACT	\$ 812,945.00

The Contract termination date remains unchanged at December 30, 2021.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Murraysmith, Inc.

 Adam Crafts
2021.09.07 16:55:33-07'00' 9-7-21

Authorized Signature Date

Adam Crafts

Printed Name

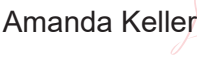
Water Environment Services

Chair

Recording Secretary

Date

Approved as to form

 Amanda Keller Digitally signed by Amanda Keller
Date: 2021.09.07 17:21:54 -07'00' 9-7-21

County Counsel Date

Exhibit B

Updated Scope of Work

Engineering Design Services for Force Main Design on I-205 Bridge

BACKGROUND

Oregon Department of Transportation (ODOT) is designing an expansion of the Abernethy (I205) Bridge across the Willamette River between West Linn and Oregon City. Clackamas Water Environment Services (WES, District) needs a new force main (FM) crossing of the Willamette River from the Willamette Pump Station in West Linn to the Willamette Interceptor in Oregon City. Suspending the FM on the bridge will result in significant cost savings to the District compared with an under-river crossing. The ODOT project will complete design September 2021, so the WES force main design development and integration into the ODOT project plans and specifications need to be completed in a compressed timeline.

WES initiated a scope of work on May 24th, 2021 with Murraysmith to contract for engineering services to design the force main within the ODOT project limits. To begin working on the design development as quickly as possible, the original scope of work included tasks that were anticipated at the time and allotted a budget that was not assigned to any specific tasks. Now that the conceptual design work has been completed, a more comprehensive scope of design services and fee estimate have been prepared. The scope and fee estimate include additional work and budget not included in the original agreement. This Contract Amendment identifies this additional work and allocates fee to each of the tasks.

PROJECT DESCRIPTION

This project will provide the design of the FM with maintenance access across the bridge to be incorporated into the ODOT Bridge design. The FM design will include an approach, river crossing and descent from the bridge such that disturbance to new construction in the ODOT and Oregon City ROW by future FM construction will be avoided. The FM will not be functional when completed and will be capped until the remainder of the FM is constructed in coming years. This project includes up to three segments:

1. The approach to I-205 Bridge from Willamette Drive in West Linn including person access. The proposed alignment will begin in the ODOT owned parcel adjacent to the intersection of Willamette Falls Drive and OR 43. It will extend through this parcel, cross the I-205 ramps to/from OR 43 and continue through the infield to Abutment 2 on the Abernethy Bridge. A cased and trenchless crossing from Willamette Falls Drive to the infield is anticipated.
2. The main span bridge crossing across the Willamette River including a catwalk for access for the spans crossing OR99E and OR43. The other spans will not have a catwalk and will be accessed using bridge inspection equipment.
3. The descent from the bridge to Main Street in Oregon City. The proposed alignment will descend from Abutment 1 through the infield, crossing the OR 99E on ramp to I-205 and embankment down to Main Street. The force main will connect to the existing 54-inch Willamette Interceptor near the intersection of 18th Street and Main Street. Final alignment and limits to be determined. This segment will include energy dissipation and a cased trenchless crossing of the I-205 on ramp from OR 99E and embankment to Main Street in Oregon City.

DISTRICT-PROVIDED SERVICES

- District will provide a single, consolidated set of review comments immediately following review workshops. District will coordinate with City of Oregon City and City of West Linn for approval of a new utility in the right of way.
- District will apply and pay for all permitting required to complete the design and construct the force main. These should be limited to Oregon City and West Linn right of way permits and utility fees as required. ODOT right of way permits are required, but there is no fee associated with these permits.

GENERAL ASSUMPTIONS

- Deliverables will be provided in MS WORD and PDF format.
- Work will continue, as required, during review periods.

- Workshops will be conducted virtually.
- Deliverables, workshop agendas and other materials will be provided two (2) working days prior to review workshops.
- Construction of the force main will be limited to the existing area of potential impact for the bridge improvements and will not require additional permitting to be included with the bridge contract.
- Design development is based on the conceptual design memorandum reviewed by WES. Revisions in the alignment or location of structures if requested by ODOT following the 98% PS&E review may require additional design budget to complete.

SCOPE OF WORK

The Consultant shall complete the following tasks under this scope of work:

Task 1 – Project Management (Existing Task)

Prepare invoices, decision log, progress report, and schedule.

Deliverables: Invoices, Decision Log, progress report and updated schedule

Task 2 – Permitting (Task Amended with New Subtask)

Review permits obtained for the ODOT I-205 Bridge to determine impact of adding WES pipeline. Assist WES with applying for local and state right of way permits needed to construct the pipeline.

2.1 Permitting Review and Summary (Work originally included in Task 2)

Prepare Technical Memo #1 (TM) summarizing impact of the force main construction of the ODOT permits for the bridge and identifying additional permits required.

Deliverables: TM#1: Force Main Permitting Requirements

2.2 Right of Way Permitting Assistance (New Subtask)

Coordinate permitting requirements with local and state agencies and assist WES with applying for right of way permits.

Deliverables: Applications and figures for right of way permits for the City of Oregon City, City of West Linn, and ODOT District 2B.

Task 3 – Prepare Hydraulic Analysis (Existing Task)

Coordinate system design flows and bridge pipe sizing with Willamette Pump Station and Force Main concept. Perform transient analysis and select size and location for air valves. Evaluate risk of air entrainment through pipeline bridge crossing and provide recommendations on air relief and energy dissipation in the decent section from the bridge to the Willamette Interceptor. Provide documentation of recommendations in technical memorandum.

Deliverables: TM#2: Hydraulic analyses and recommendations for design.

Task 4 – Prepare Force Main Design (Task Amended with New Subtask)

Design three FM segments as described above including pipeline size, support, material, joints, fittings, method of construction and maintenance access. The anticipated drawings list is included at the end of this Scope of Work.

4.1 Prepare Conceptual Design (Existing Subtask)

Prepare conceptual design showing FM route and placement with concept drawings showing FM approach and descent from bridge. Include special details as required. Identify issues requiring resolution prior to final design. Provide final design schedule to coordinate with ODOT schedule. Prepare informal technical memorandum summarizing conceptual design. Attend workshop with District to review conceptual design and collect District comments.

Deliverables: Conceptual Design Drawings, TM#3: Force Main Basis of Design, workshop agenda and minutes

4.2 Prepare 90% Design (Existing Subtask)

Prepare 90% design drawings, details and technical specifications, addressing District comments. It is assumed both drawings and technical specifications will be incorporated into ODOT's I205 bridge bid package. Attend workshop with District staff to review 90% design documents and collect District comments. It is assumed that 90% drawings will be developed adequately to be used for required permitting. See Table 1 below for a list of anticipated drawings.

Deliverables: 90% design drawings and technical specifications in ODOT special provision format, and workshop agenda and minutes

4.3 Prepare Bid Documents (Existing Subtask)

Prepare final stamped drawings and specifications, suitable for bidding.

Deliverables: Bid documents.

4.4 Geotechnical Investigation and Design Review (New Subtask)

Review geotechnical data collected for the ODOT project and collect up to four additional borings at the proposed launching and receiving pits in West Linn and Oregon City. This data will be used to estimate the geologic profile for the planned tunneling areas. Geotechnical design recommendations for the tunneling, shoring, manhole foundations, and risk mitigation will be provided in a technical memorandum.

Deliverables: TM#4: Geotechnical Engineering Recommendations

Task 5 – Quality Control (Task Amended to Add New Subtask)

Provide and document quality control reviews on deliverables, concurrent with District review. Prepare structural design review meeting ODOT requirements of the force main design loads on the Abernethy bridge structure.

5.1 QA/QC Review (Work originally included in Task 5)

Provide and document quality control reviews on deliverables, concurrent with District review.

Deliverables: None

5.2 Structural Design Review (New Task)

ODOT is requiring that HDR Engineering complete an independent design review and calculation verification of superstructure components affected by the additional loading of the WES force main and catwalks. This requirement is part of ODOT project delivery submittals and HDR Engineering is completing the independent review for the I-205 bridge project. They will also review the force main related components under this subtask.

Deliverables: Stamped review calculations submittal approved by ODOT.

Task 6 – Engineering Services During Bidding (Existing Task)

Address technical questions and provide technical addenda items, if required during project bidding. Budget assumes one addendum with plan and specification revisions.

Deliverables: Technical addenda items.

BUDGET

The estimated budget for these tasks is \$812,945 as shown in Exhibit B Fee Estimate. The original contract amount is \$500,000, so the additional budget included in this amendment is \$312,945.

SCHEDULE

The anticipated design milestones are listed below:

- 90% Design Completion – August 20th, 2021
- Final Design Completion – September 30th, 2021

Table 1 - Anticipated Drawing List

The follow plan sheets are anticipated to be developed for the force main and associated civil and structural design:

General (SA 1-3)

Drawing Index and General Notes

Symbols and Legend

Force Main Overview Plan

Civil (SB 1-14)

FM1 Line Plan and Profile (two sheets for Oregon City side)

FM3 Line Plan and Profile (two sheets for West Linn side)

Interceptor Manhole Plan and Section

Interceptor Manhole Details

Vortex Manhole Plans
Vortex Manhole Sections
Bypass Vault Plan and Section
Bypass Vault Details
CARV 1 Assembly Plan and Section
CARV 2 Assembly Plan and Section
Casing Pipe Details
Bridge End Details

Structural (JBS 1-39)

FM2 Line Plan and Profile (12 sheets along the bridge)
Force Main Details (11 sheets along the bridge)
Force Main Support Details (four sheets)
Catwalk Plan and Profile (six sheets)
Catwalk Details (six sheets)



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #4209**

This Personal Services Contract (this “Contract”) is entered into between **Murraysmith, Inc.** (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 30, 2021**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Engineering Design Services for the Force Main on I-205 (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **five hundred thousand dollars (\$500,000.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Jessica Rinner.

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A.

7. Contractor and District Contacts.

Contractor	District
Administrator: Adam Crafts Phone: 503-225-9010 Email: adam.crafts@murraysmith.com	Administrator: Jessica Rinner Phone: 503-742-4546 Email: jrinner@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense

thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County ("County"), nor purport to act as legal representative of District or County, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for District or County, nor shall Contractor settle any claim on behalf of District or County without the approval of the Clackamas County Counsel's Office. District or County may, at their election and expense, assume their own defense and settlement.

8. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any way limit the amount or scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, 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. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only. Any reuse of the Work Product outside the scope of work of this Agreement or any alteration of the Work Product whatsoever without Consultant's review and approval shall be at the District's sole risk.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** 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.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work

20. REMEDIES. If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.

21. NO THIRD PARTY BENEFICIARIES. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance this Contract.

23. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this

Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. FORCE MAJEURE. Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall 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 this Contract.

25. WAIVER. The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Murraysmith, Inc.

Water Environment Services

Adam Crafts 2021.06.09
17:08:21-07'00'

Josie Smith 7/8/2021

Authorized Signature Date
Adam Crafts / Principal Engineer

Chair Date

Name / Title (Printed)

Recording Secretary

146807-14

Approved as to Form:

Oregon Business Registry #

APPROVED
By Amanda Keller at 5:13 pm, Jun 16, 2021

DBC / Oregon

Entity Type / State of Formation

County Counsel

Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

Engineering Services for Force Main Design on I-205 Bridge

BACKGROUND

Oregon Department of Transportation (“ODOT”) is designing an expansion of the Abernathy (“I205”) Bridge across the Willamette River between West Linn and Oregon City. Clackamas Water Environment Services (“WES” or “District”) needs a crossing of the river with a nominal 24-inch diameter force main (“FM”) from the Willamette Pump Station in West Linn to the Willamette Interceptor in Oregon City. Suspending the FM on the bridge will result in significant cost savings to the District compared with an under-river crossing. This project will provide the design of the FM with maintenance access across the bridge to be incorporated into the ODOT Bridge design. The FM design will include an approach, river crossing and descent from the bridge to an agreed point on each end. The extent of the design will be such that disturbance to new construction in the ODOT ROW by future FM construction will be minimized. In addition, a segment of the pipeline near the intersection of Chestnut and Sunset Avenues in West Linn may be incorporated into the design of new intersection. The FM will not be functional when completed and will be capped until the remainder of the FM is constructed in coming years. This project includes up to four (4) segments:

1. Approximately 1000 FT of pipeline along Willamette Falls Drive between Chestnut Ave and Sunset Ave in West Linn.
2. The approach to I205 Bridge from Willamette Drive in West Linn including person access. Limit is to be determined but estimated to be south of the ODOT cloverleaf and approximately in Willamette Falls Drive roundabout to the south of the bridge. A cased and trenchless crossing from Willamette Falls Drive to the cloverleaf is anticipated.
3. The main span bridge crossing across the Willamette River including person access.
4. A transition off the bridge, descent along the embankment and connection to the existing 54-inch Willamette Interceptor near the intersection of 18th Street and Main Street. Final alignment and limits to be determined. This segment may include energy dissipation and a cased trenchless crossing of the I-205 on ramp from OR 99E and embankment to Main Street in Oregon City.

DISTRICT-PROVIDED SERVICES

- District will provide a single, consolidated set of review comments immediately following review workshops. District will coordinate with City of Oregon City and City of West Linn for approval of a new utility in the right of way.
- District will obtain permits, if required.

GENERAL ASSUMPTIONS

- Deliverables will be provided in MS WORD and PDF format.
- Work will continue, as required, during review periods.
- Workshops will be conducted virtually.
- Deliverables, workshop agendas and other materials will be provided two (2) working days prior to review workshops.

- Construction of the force main will be limited to the existing area of potential impact for the bridge improvements and may not require additional permitting to be included with the bridge contract. Design to be prepared in ODOT special provision format

SCOPE OF WORK

The Consultant shall complete the following tasks under this scope of work.

Task 1 – Project Management

Prepare invoices, decision log, progress report, and schedule. Prepare invoice to identify charges by major task.

Deliverables: Invoices, Decision Log, progress report and updated schedule

Task 2 – Permitting

Review permits obtained for the ODOT I-205 Bridge to determine impact of adding WES pipeline. Prepare Technical Memo (TM1) summarizing impact of the force main construction of the ODOT permits for the bridge and identifying if additional permits are required.

Deliverables: TM1: Force Main Permitting Requirements

Task 3 – Prepare Hydraulic Analysis

Coordinate design flows and bridge pipe sizing with Willamette Pump Station and Force Main concept. Perform transient analysis and select size and location for air valves. Evaluate risk of air entrainment through pipeline bridge crossing and provide recommendations on air relief and energy dissipation in the descent section from the bridge to the Willamette Interceptor. Provide documentation of recommendations in technical memorandum.

Deliverables: TM2: Hydraulic analyses and recommendations for design.

Task 4 – Prepare Force Main Design

Design up to four FM segments including pipeline size, support, material, joints, fittings, method of construction and maintenance access.

4.1 Prepare Conceptual Design

Prepare conceptual design showing FM route and placement with concept drawings showing FM approach and descent from bridge. Include special details as required. Identify issues requiring resolution prior to final design. Provide final design schedule to coordinate with ODOT schedule. Prepare informal technical memorandum summarizing conceptual design. Attend workshop with District to review conceptual design and collect District comments.

Deliverables: Conceptual Design Drawings, TM3: Force Main Basis of Design, workshop agenda and minutes

4.2 Prepare 90% Design

Prepare 90% design drawings, details and technical specifications, addressing District comments. It is assumed both drawings and technical specifications will be incorporated into ODOT's I205 bridge bid package. Attend workshop with District staff to review 90% design documents and collect District comments. It is assumed that 90% drawings will be developed adequately to be used for required permitting.

Deliverables: 90% design drawings and technical specifications, and workshop agenda and minutes

4.3 Prepare Bid Documents

Prepare final stamped drawings and specifications, suitable for bidding.

Deliverables: Bid documents.

Task 5 – Quality Control

Provide and document quality control reviews on deliverables, concurrent with District review.

Task 6 – Engineering Services During Bidding

Address technical questions and provide technical addenda items, if required during project bidding.

Deliverables: Technical addenda items.

BUDGET

A budget of \$500,000 has been allotted for work completed under this contract. WES will be notified if additional tasks not included in this scope are necessary and if additional budget may be necessary.

Personnel

Labor will be invoiced at direct labor with a 3.15 multiplier. Maximum rate is \$230 per hour.

Project Expenses:

Expenses that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Sub Consultants

Subconsultants will be invoiced at actual cost-plus 5 percent.