



November 2, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Acting as the governing body of Water Environment Services
 Clackamas County

Approval of a Contract with Deca, Inc., dba Deca Architecture, Inc. for engineering services necessary to design the Kellogg Administration Building Remodel. Total value is \$390,985 for 2.2 years. Funding through WES Sanitary Sewer Construction Fund. No County General Funds are involved.

Previous Board Action/Review	Presented at Issues – October 31, 2023		
Performance Clackamas	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’s Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invest in our natural resources.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jeff Stallard	Contact Phone	503-278-2311

EXECUTIVE SUMMARY: The existing Administration Building at the Kellogg Creek Water Resource Recovery Facility (WRRF), constructed in 1974, is outdated and needs to be expanded to include employee facilities currently housed in another building. Relocation of the staff showers and lunchroom was identified by the Kellogg Creek Facilities Plan (Carollo, 2022), to accommodate future wastewater process projects at the Kellogg Creek WRRF.

The project will build upon a conceptual design, taking the project through final design bid documents for construction. Services in this contract will include permitting, architectural/engineering design and architectural/engineering services during bidding. A future contract amendment is anticipated to include services during construction.

The Project includes adding approximately 2100 square ft. to the existing 2700 square ft. building, including expanded locker rooms, employee showers, a lunchroom, and a shared public meeting space to the existing Administration Building. This Project is expected to take two years for design, permitting, and construction.

RECOMMENDATION: Staff recommends approval of Contract #8625 with Deca,

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Inc., dba Deca Architecture for engineering necessary to design the Kellogg Administration Building Remodel.

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
WES Director



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #8625**

This Personal Services Contract (this “Contract”) is entered into between **Deca, Inc., dba Deca Architecture, 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 January 30, 2026

- 2. Scope of Work.** Contractor shall provide the following engineering necessary to design the Kellogg Administration Building Remodel (“Work”), further described in **Exhibit A**. The Work authorized by this Contract is limited to Phase 1 - Design and Bid Services, as identified in the RFP 2023-45, further described in Exhibit A. If District requests performance of Phase 2 – Construction Services, which include construction engineering, inspection and construction contract administration phase work, it will do so by issuing an amendment to this Contract on terms acceptable to both parties.

- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Three Hundred Ninety Thousand Nine Hundred Eighty-Five Dollars (\$390,985.00)** for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

- 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: Jstallard@clackamas.us

- 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, Exhibit A, and Exhibit B.

7. Contractor and District Contacts.

Contractor	District
Administrator: Shem Harding Phone: 503-239-1987 Email: Harding@Deca-Inc.com	Administrator: Jeff Stallard Phone: 503-278-2311 Email: JStallard@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. INDEMNITY, RESPONSIBILITY FOR DAMAGES. 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, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, caused by Contractor’s acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County (“County”), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel’s Office. District or County may assume their own defense and settlement at their election and expense.

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 anyway limit the amount of 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 the County Contract Analyst.

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. 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.
- 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 accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. 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, 28 and 32, 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. TERMINATION.** 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. **CONFIDENTIALITY.** Reserved
29. **CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Reserved.
30. **KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to

provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.

31. COOPERATIVE CONTRACTING. Reserved.

32. 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.

Deca, Inc., dba Deca Architecture, Inc.

Water Environment Services



10/19/23

Authorized Signature

Date

Signature

Date

Shem Harding, Principal, Deca Architecture

Name: _____

Name / Title (Printed)

Title: _____

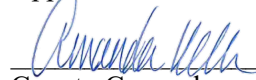
623679-83

Oregon Business Registry #

Approved as to Form:

DBC/Oregon

Entity Type / State of Formation



County Counsel

10/23/23

Date

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK

- 1) **General Project Description.** The existing Water Environment Services Administration Building at Kellogg Creek WRRF is outdated and needs to be remodeled and expanded to include employee facilities currently housed in another building. This project will extend an already-completed conceptual design through final design and construction. The project will add approximately 2,100 sf to the existing 2,700 sf building, and will add locker rooms, showers and a lunch room. Project construction cost is anticipated to be approximately \$3.1 million.

- 2) **General Assumptions.** The following assumptions were used to determine scope and level of effort for compensation to the Consultant. These assumptions are in addition to those included in the Scope of Services.
 - a. Codes. The design will be based on standards and codes in effect on the effective date of the authorization to proceed for this contract.
 - b. Procurement. Project will be bid in a single construction contract and delivered on a “design, bid, build” basis and be publicly bid to qualified general contractors.
 - c. Meeting minutes. Consultant will provide minutes for design meetings within 5 working days following each meeting; District will confirm content or provide feedback. Meeting minutes for construction meetings will be provided by Contractor.
 - d. Specifications. Consultant will utilize 49 division format (CSI MasterFormat) for specifications. District will provide Division 0 and 1 specifications, Consultant may provide additional Division 1 specification sections as warranted.
 - e. Drafting. Consultant will use Autodesk Revit to create the drawings and a model of the building; consultant will also provide AutoCAD version of the bid documents to the District. District will not require that Consultant adhere to specific drafting standards.
 - f. Fire sprinklers. Fire sprinklers will not be included.
 - g. Electrical. It is anticipated that the existing electrical service (circa 2018) will be sufficient and existing panels will be retained to the extent possible. Branch circuits and devices will be generally be replaced. Building emergency power is provided by an existing generator.
 - h. Changes. A sheet list and description of items provided at each design phase is provided in this attachment. It is assumed that the District will compensate the Consultant for re-design associated with changes requested by the District after items have been incorporated in the design.
 - i. Insurance review. District’s insurer does not require a plan review or adherence to specific standards.
 - j. District design and construction standards. District does not have prescriptive design and construction standards that need to be met.

- k. Bid Period. County procurement staff will advertise for bid, distribute documents and serve as point of contact for bidders.
 - l. Construction Phase Services. If the District decides to proceed with additional scope to support services during construction, an amendment will be executed between the parties adding the services to the scope of work.
- 3) **Exclusions**. Tasks and items not included in scope work include:
- a. LEED Certification. Processing, coordination of LEED or other green building certifications.
 - b. Solar. Photovoltaic solar system design.
 - c. Appeals. Building code appeals, alternative means & methods, or additional land use reviews.
 - d. Multiple packages. Separate or multiple package for multi-phase permitting or construction.
 - e. Traffic. Traffic engineering, analysis, traffic signal design, streetlight design.
 - f. Construction safety. Design for shoring, temporary protection or other construction safeguard measures.
 - g. Signage and wayfinding. Design for specialty signage, graphics, art or wayfinding elements beyond basic code-required signage.
- 4) **District-Provided Services**. The District will provide the following services.
- a. Data. District will provide to Consultant all known data in District's possession relating to Consultant's services on the Project. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by District.
 - b. Access. District will make its facilities accessible to Consultant as required for Consultant's performance of its services.
 - c. Schedule. District will give prompt notice to Consultant when District observes or becomes aware of developments that affect the scope or timing of Consultant's services, or of defects in the work of Consultant.
 - d. Survey. The District will furnish a topographic survey of the project area in AutoCad format.
 - e. Environmental. The District will conduct an environmental hazard assessment of the existing building and provide for abatement of any hazardous materials.
 - f. Geotech. The District will furnish a geotechnical investigation with sufficient information for design and engineering. Consultant can help develop investigation scope if needed.

- g. Equipment. District shall provide complete information on owner-furnished equipment including manufacturer, model, utility requirements, sizes and weights. Lab equipment may be existing or new, and will be selected and procured by owner. Consultant will coordinate location and required utilities for equipment.
- h. Permitting and Land Use. District will pay preliminary meeting, land use review and permit processing fees, and any applicable System Development Charges (SDC's).
- i. Review comments. District will provide consolidated comments on submittals and deliverables from consultant within 7 working days of review meeting.
- j. Risk category. The District considers the building a risk category II building as classified by OSSC Table 1604.5. No changes to the risk category are anticipated.
- k. Low voltage systems. Selected low voltage systems will be designed and installed by District's vendors. These include data, access control, security and others. Consultant will design infrastructure (power) and pathways (conduit and pull strings) as requested to support installation of these systems.
- l. Third party funding. District shall procure any tax credits, grants, rebates, energy incentives or other third party funding sources.

5) Scope of Work.

Task 1 – Project Management.

This task will ensure timely progress on the design work and monitor the project for compliance with budget and schedule. Consultant shall:

- 1.1 Progress meetings. Conduct regular meetings/check-ins to review progress and discuss work on a bi-weekly (every other week) basis at minimum.
- 1.2 Invoicing. Provide invoicing on a monthly basis showing progress on major tasks.
- 1.3 Schedule. Create a project schedule (gant chart) illustrating the phases of work and major milestones. Update schedule on a monthly basis at minimum.
- 1.4 Key decision log. Create a key decision log documenting major design decisions, updated on a monthly basis at minimum.
- 1.5 Project contacts. Consultant shall provide a list of design team key personnel.

***Deliverables:** Monthly invoicing, project schedule, key decision log, project contacts list.*

Task 2 – Permitting.

Consultant shall coordinate and lead building permitting activities including:

- 2.1 Building permitting. Create and assemble applications for building permit. District will submit the package for permit review. Consultant shall provide responses to jurisdiction questions and comments.

***Deliverables:** Meeting minutes, building permit application materials.*

Task 3 - Review/Update Conceptual Design.

Consultant shall lead an effort to validate and confirm concept design and address any desired changes to documents. Consultant shall:

- 3.1 Documents. Validate assumptions made during master planning and integrate any new information into the design. Concept design completion will finalize the basic building program, approximate area and critical design goals and objectives. See attached list of drawings per phase.
- 3.2 Meetings. Meet with WES staff, discuss potential changes, answer questions and validate current design (1 meeting). Consultant to visit site to confirm and verify existing conditions.
- 3.3 Cost estimate. Provide a cost estimate based on updated concept design drawings and narratives.

Deliverables. Meeting minutes, updated concept design drawings and narratives in PDF format, cost estimate.

Task 4 – 30% Design Documents.

The 30% design (schematic design) phase will develop the approved concept design by identifying specific building materials, systems and a configuration to accomplish the design goals. Consultant shall:

- 4.1 Documents. Establish general locations and extent of walls, doors, windows and other building components and identify and illustrate basic building systems. See attached list of drawings per phase.
- 4.2 Meetings. Meet with stakeholders as needed to develop the design. Conduct 30% design workshop to review documents and solicit stakeholder feedback. Provide 30% documents to District one week prior to workshop. Provide log of responses to District comments. Conduct separate meeting with facilities group and lab group.
- 4.3 Cost estimate. Provide a cost estimate based on 30% design documents.

Deliverables. 30% design documents in PDF format, meeting minutes, cost estimate, response log

Task 5 – 60% Design Documents.

The 60% design (design development) phase will refine the approved 30% design with detailed drawings of building components and systems. Consultant shall:

- 5.1 Documents. Determine the nature, scope, quality and extent of all materials, systems and component. Establish final locations of equipment and major utility routing and illustrate the scope of detailed utility and other system routing. See attached list of drawings per phase.
- 5.2 Meetings. Meet with stakeholders as needed to develop the design. Conduct 60% design workshop to review documents and solicit stakeholder feedback. Provide 60% documents to District one week prior to workshop. Provide log of responses to District comments. Conduct separate meeting with county facilities group.
- 5.3 Cost estimate. Provide a cost estimate based on 60% design documents.

Deliverables. 60% design documents in PDF format, meeting minutes, cost estimate, response log

Task 6 – 90% Design Documents.

The 90% design (construction documents) phase will refine the approved 60% design by completing detailed documentation of all building components, systems and materials, and coordinating how they fit together. 90% design documents will be submitted for permit review. Consultant shall:

- 6.1 Documents. Set the final locations and details of materials, systems and components and complete detailing. Determine and finalize utility routing. See attached list of drawings per phase.
- 6.2 Meetings. Meet with stakeholders as needed to develop the design. Conduct 90% design workshop to review documents and solicit stakeholder feedback. Provide 60% documents to District one week prior to workshop. Provide log of responses to District comments.
- 6.3 Cost estimate. Provide a cost estimate based on 90% design documents.

Deliverables. 90% design documents in PDF format, meeting minutes, cost estimate, response log. Includes (5) full size hard copies of drawings for permit submittal.

Task 7 – Bid Documents.

The bid documents phase will refine the approved 90% design. Consultant shall:

- 7.1 Documents. Refine 90% design documents to address permitting and District review comments.
- 7.2 Meetings. Meet with District to review as needed.

Deliverables. Bid documents, meeting minutes.

Task 8 – Quality Control. Consultant shall apply QC measures as follows:

- 8.1 Plan. Prepare a quality control plan addressing review of 30, 60 and 90% deliverables.
- 8.2 Reviews. Conduct quality control reviews of major submittals. Consultant shall provide the names of QC reviewers.
- 8.3 Log. Prepare QC comment log with responses; make available for District review, if requested.

Task 9 – Bid Period Services. Consultant shall provide technical assistance as needed to clarify documents during bidding.

- 9.1 Pre-bid conference. Consultant shall participate in pre-bid conference.
- 9.2 Clarifications. Consultant shall provide the District with clarifications as needed in the form of bid addenda that may include narratives, revised drawings, revised specifications and reviewed substitution requests.

Deliverables: Addenda items to the bid documents.

Task 10 – Furniture design. Consultant shall design and specify furniture and assist District in procuring furniture package.

- 10.1 Design. Consultant shall collaborate with District to design an appropriate furniture layout that supports architectural and interior design Documents. Consultant shall create furniture plans, concept image sheets and furniture specifications to describe furniture scope.
- 10.2 Coordination. Consultant shall coordinate with dealer and manufacturers to develop furniture specifications.
- 10.3 Meetings. Meet with stakeholders as needed to develop the furniture design.

Deliverables: Floor plan options, concept image sheets, furniture specifications, meeting notes.

Task 11 – Stormwater Demonstration Garden. District may desire a stormwater demonstration garden be incorporated into the project landscaping to provide an example of WES standards. The garden may be designed by District. The level of effort for this task is an allowance for a consultant to design the garden.

Task 12 – Public outreach. District will conduct public outreach activities to communicate with City and a citizen’s group. The level of effort for this task is an allowance for Consultant to attend public outreach meetings and provide support for public outreach efforts.

Task 13 – Land Use Review. The level of effort for this task is an allowance. Consultant shall confirm required land use review path and lead project through land use review.

13.1 Preliminary meetings. Conduct 1-2 preliminary meetings with City to identify relevant land use issues and required land use review.

13.2 Land use review. Create and assemble applications and materials as required to submit for land use review. A Type I review is assumed. Required materials are unknown at this time, and may require work not currently scoped such as traffic analysis, etc.

DRAWING DELIVERABLES BY PHASE

8/10/23

Discipline	Drawing / deliverable	Phase					Bid
		Concept	30%	60%	90%		
Arch	Code summary		x	x	x	x	
	Life safety plan			x	x	x	
	Site plan	x	x	x	x	x	
	Demo plan	x	x	x	x	x	
	Floor plan	x	x	x	x	x	
	Roof plan	x	x	x	x	x	
	Ceiling plan			x	x	x	
	Elevations, ext	x	x	x	x	x	
	Elevations, int			x	x	x	
	Sections			x	x	x	
	Systems & matls narr	x	x				
	Schedules			x	x	x	
	Assemblies			x	x	x	
	Details			x	x	x	
	Specifications			x	x	x	
	Renderings	x	x	x			
	Civil	site plan			x	x	x
grading plan				x	x	x	
utility plan				x	x	x	
paving plan				x	x	x	
erosion control plan					x	x	
details				x	x	x	
narratives		x	x				
specifications				x	x	x	
Landscape	Site plan		x	x	x	x	
	Planting plan			x	x	x	
	Irrigation plan				x	x	
	Details				x	x	
	Specifications			x	x	x	
Structural	Foundation plan		x	x	x	x	
	Floor plan	x	x	x	x	x	
	Framing plans	x	x	x	x	x	
	Elevations (as needed)				x	x	
	Details			x	x	x	
MEP	Demo plans			x	x	x	
	Floor plans w/scope areas, equip	x	x	x	x	x	
	Floor plans w/ major routing		x	x	x	x	
	Floor plans w/ detailed routing				x	x	
	Narratives	x	x				
	Schedules		x	x	x	x	
	Specifications			x	x	x	
Interiors	Finish descriptions	x	x	x	x	x	
	Finish & matl palette options			x			
	Final palette / finish board				x	x	

**EXHIBIT B
FEE SCHEDULE**

WES KELLOGG ADMIN REMODEL
LEVEL OF EFFORT ESTIMATE DETAIL - DECA ARCH

9/11/23

	Deca Staff							Task hrs.	Task cost
	Role	PM	PA/PD	Int. Des.	JC	Support	Cler		
	Rate	165	140	130	120	95	70		
Task 1: Project Management		80	24				16	120	17,680
Task 2: Permitting		4	12		32	16		64	7,700
Task 3: Review/update concept design		24	24	4	24	32	4	112	14,040
Task 4: 30% Design Documents		24	40	8	64	80	4	220	26,160
Task 5: 60% Design Documents		32	80	24	80	80	4	300	37,080
Task 6: 90% Design Documents		40	64	24	120	160	4	412	48,560
Task 7: Bid Documents		8	32	4	32	16		92	11,680
Task 8: Quality Control		24	24					48	7,320
Task 9: Bid Period Services		12	12		12	24		60	7,380
Task 10: Furniture Design		12	8	60		60	4	144	16,880
Task 11: Stormwater demo garden (allowance)									inc. w civil
Task 12: Public Outreach (allowance)									10,000
Task 13: Land Use Review (allowance)									10,000
Total Hours		260	320	124	364	468	36	1,572	214,480

LEVEL OF EFFORT ESTIMATE SUMMARY

	Arch	Civil	Landscape	Struc	MEP	Cost	
	Deca	KPFF Civil	MLD	KPFF Struc	KCL	RLB	Task total
Task 1: Project Management	17,680						17,680
Task 2: Permitting	7,700	1,000	2,080	1,000	1,900		13,680
Task 3: Review/update concept design	14,040	500	455	2,000	2,000	3,600	22,595
Task 4: 30% Design Documents	26,160	3,500	2,925	4,200	10,400	4,600	51,785
Task 5: 60% Design Documents	37,080	6,500	3,575	8,400	16,200	5,400	77,155
Task 6: 90% Design Documents	48,560	7,500	5,980	15,400	27,400	6,000	110,840
Task 7: Bid Documents	11,680	1,000	4,550	2,000	4,000		23,230
Task 8: Quality Control	7,320						7,320
Task 9: Bid Period Services	7,380	1,000	2,340	1,000	1,900		13,620
Task 10: Furniture Design	16,880						16,880
Task 11: Stormwater demo garden (allowance)	0	10,000					10,000
Task 12: Public Outreach (allowance)	10,000						10,000
Task 13: Land use review (allowance)	10,000						10,000
estimated reimbursables	3,500	500	500	200	1,000	500	6,200
Totals	217,980	31,500	22,405	34,200	64,800	20,100	390,985 <i>total AE fee</i>