



May 9, 2024

BCC Agenda Date/Item: _____

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

Approval of a Contract with Century West Engineering Corporation for engineering services necessary to design the Rock Creek Extension project. Contract Value is \$486,440.90. Funding through WES Sanitary Sewer System Development Charge (SDC) Funds. No County General Funds are involved.

Previous Board Action/Review	Presented at Issues – May 7, 2024.		
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	Steven Rice	Contact Phone	503-742-4605

EXECUTIVE SUMMARY: The Rock Creek Interceptor Extension project is identified in the approved Capital Improvement Plan and is based on the 2019 Sanitary Sewer Master Plan built upon a preliminary routing analysis that was completed in 2007 for the extension of the Rock Creek Interceptor in Happy Valley. This project will extend the Rock Creek Interceptor beyond the existing alignment that ends at the intersection of SE 172nd Avenue and SE Troge Road. The Rock Creek Interceptor Extension will be constructed in two areas: approximately 9,800 linear feet of new sewer to the northeast that will follow the Rock Creek tributary north to the Multnomah County border, and approximately 3,200 linear feet of new sewer to the east following SE Troge Road to SE Foster Road.

The contract with Century West will allow the project to initiate preliminary design, where a baseline of conditions along the pipeline route will be developed through land survey, locating utilities, identifying potential environmental, cultural, and historic resources to protect, and assessing the topography, soil, and geology through collection of geotechnical borings.

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The project is planned to be completed in three phases identified as:

- Phase 1 – Alignment Evaluation and Preliminary Design
- Phase 2 – Final Design
- Phase 3 – Construction Phase Services

This scope of work includes professional services to complete the Alignment Evaluation and Preliminary Design phase of the project. The objective for this phase is to refine the alignment, provide a recommended alignment, develop preliminary plans, and calculate an estimated construction cost. Once completed, it is anticipated that future phases described as Phase 2 and Phase 3 will be added by contract amendment.

RECOMMENDATION: Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Contract #9468 with Century West Engineering for engineering services necessary to design the Rock Creek Extension project.

Respectfully submitted,



Greg Geist
Director, WES

Attachment: Century West Engineering Corporation Contract #9468



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #9468**

This Personal Services Contract (this “Contract”) is entered into between **Century West Engineering Corporation** (“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 **October 1, 2025**.
- 2. Scope of Work.** Contractor shall provide the following engineering necessary to design Rock Creek Extension project (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Four Hundred Eighty-Six Thousand Four Hundred Forty Dollars and Ninety Cents (\$486,440.90)**, 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: wes-payables@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: Ron Weigel Phone: 503-419-2130 Email: rweigel@centurywest.com	Administrator: Andy Bachman Phone: 971-666-0209 Email: ABachman@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 negligent or wrongful 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, arising out of or based upon Contractor’s negligent or wrongful 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.

<input checked="" type="checkbox"/> 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 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. Reserved.**
- 29. 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. 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.

Century West Engineering Corporation

Water Environment Services

 9/25/2024
Authorized Signature Date

Chair Date

JOSEPH ROSIAK, PRESIDENT
Name / Title (Printed)

Recording Secretary

089551-14
Oregon Business Registry #

Approved as to Form:

DBC/Oregon
Entity Type / State of Formation

 4/29/2024
County Counsel Date

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

EXHIBIT A

SCOPE OF WORK

ROCK CREEK INTERCEPTOR EXTENSION PROJECT

**PHASE 1 – ALIGNMENT EVALUATION AND
PRELIMINARY DESIGN ENGINEERING SERVICES**

CLACKAMAS WATER ENVIRONMENT SERVICES

Introduction

Clackamas Water Environment Services (WES, District) is pursuing the extension of the Rock Creek Interceptor to provide sanitary sewer service necessary for future growth in portions of the Happy Valley, Pleasant Valley, and North Carver Comprehensive Plan area. The project includes a North extension from SE Troge Road to the Clackamas County line and an East extension along SE Troge Road to SE Foster Road. Both lines will begin from the existing Rock Creek Interceptor located within SE Troge Road in Happy Valley, Oregon near the intersection of SE 172nd Avenue. The project is planned to be completed in three phases identified as:

- Phase 1 – Alignment Evaluation and Preliminary Design
- Phase 2 – Final Design
- Phase 3 – Construction Phase Services

This scope of work includes professional services to complete the Alignment Evaluation and Preliminary Design phase of the project. The objective for this phase is to refine the alignment, provide a recommended alignment, develop preliminary plans, and calculate an estimated construction cost. Once completed, it is anticipated that future phases described as Phase 2 and Phase 3 will be added by contract amendment.

General Assumptions

- For the purpose of this scope of work, the Rock Creek Interceptor is defined as the pipeline system between the OR Highway 212/224 and SE Troge Road. This project will extend the existing pipeline north to the Clackamas County line and east to the intersection of SE Troge Road and SE Foster Road.
- The anticipated Area of Potential Impact (API) is included in Figure 1 and 2 at the end of this document.
- Workshops will be held in person or virtually and recorded.
- District staff will provide comments within two weeks of workshop presentations or submitted deliverables.

- Deliverable documents will be in electronic version in .PDF and original .DOC format.
- The Consultant's standard software AutoCAD Civil 3D 2023.dwg will be used to produce the drawings, following its own drafting standards.

District-Provided Services

The District will provide the following services for this project:

- Provide as-built drawings, condition studies, master plans, or other relevant documents.
- Provide best available flow projections for the new pipe in each direction based on current hydraulic model.
- Provide a Project Manager (PM) who will act as point of contact for requests for information and deliverables reviews.
- Furnish consolidated written review comments on deliverables.
- Organize meetings with WES staff as needed to solicit input.
- Participate in stakeholder or review authority meetings with the Consultant.

Scope of Services

Consultant will perform the following services.

Task 1 - Project Management

Objective

Provide leadership and team strategic guidance aligned with WES staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

1.1 Project Administration

Activities

- Monthly review of project budget Estimate to Completion.
- Monthly invoice and progress report preparation.
- Project schedule updates as needed or quarterly at minimum.
- Coordination with all subconsultants to ensure work is being completed on time and budget

Task Deliverables

- Monthly invoices with progress report, task-level budget report.
- Project schedule and updates.

Assumptions

- The duration of work identified under this scope of work is 12 months, which equates to 12 invoices and progress reports.

1.2 Meetings

Meetings to be held both in person and virtual throughout the duration of Phase 1 efforts at various times.

Activities

- Facilitate virtual project kick-off meeting to identify project objectives, roles and responsibilities, and schedule.
- Conduct bi-monthly (two times per month) virtual check-in coordination meetings with District PM.
- Conduct weekly consultant team virtual coordination meetings with active staff when appropriate.
- Monthly review of project budget Estimate to Completion.

Task Deliverables

- Project Kick-off agenda, presentation, and meeting notes.

Task 2 – Data Collection and Assessment

Objective

Obtain rights of entry to access private property within the API to complete a limited topographic survey and collect geotechnical borings. Survey will include creek crossings, conducting a pedestrian survey of the corridor, documenting any environmentally sensitive areas along with other constraints that will impact alternative alignment options.. Process data to support and inform the design development for the project.

2.1 Request Rights of Entry for Private Properties

Activities

- Prepare project letter to be sent by certified mail to each of the parcels within the API .
- Include Right of Entry form with request for signature.
- Meet in-person or virtually with each property owner, upon owner's request, to answer any questions.
- Maintain log of property owner communications.

Task Deliverables

- Project letter.

- Property owners contact matrix.
- Rights of Entry forms signed by property owners.

Assumptions

- WES will review and edit draft project letter and Right of Entry forms to be prepared by the Consultant.
- Property owners will sign Right of Entry for each property after receiving the letter and up to three follow-up contacts by phone or meetings. Property that does not provide a ROE will be bypassed for all investigative activities (i.e. survey, Geotech, environmental, etc.) during preparation of Phase 1 documents. In the event access is critical to the recommendations for alignment, trenchless construction, etc. then District staff will secure the necessary documentation granting permission for access.

2.2 Preliminary Utility Coordination

Activities

- Perform field reconnaissance of the proposed alignment within SE Troge Road to review utility paint markings and verify completeness of the subsurface and above ground utilities as depicted in the aerial base map created under Section 3.1. Other potential conflicts when crossing SE Hemrick are not anticipated to be critical due to the required depth of the new sanitary sewer and the nature of a perpendicular installation.
- Document discrepancies between utility maps from private agencies and located facilities along SE Troge Road and coordinate with the utilities for clarification.
- Prepare a Conflict List in spreadsheet format listing existing utilities crossing the proposed pipeline, and existing utilities parallel to the proposed pipeline to highlight future modifications to alignment when detailed topographic survey will be completed under Phase 2.

Deliverables:

- Utility contact list and Conflict List.

Assumptions:

- Consultant will serve as single point of contact through the design phase of the project for utilities in addressing their need for project information and design requests, including distribution of any preliminary design plans, and discussing with each utility special requirements associated with facility relocation or modification.
- Utility coordination for the Northern alignment will only be necessary for the crossing of SE Hemrick Road.

2.3 Public Agency Coordination

Activities

- Coordinate with City of Happy Valley Public Works Department for the following items:
 - Right-of-way and road surface geometry for the extension of SE Scouters Mountain Road from the current roundabout to the future SE 177th Avenue in accordance with the March 2023 Happy Valley Transportation System Plan.

Deliverables

- Summary of findings.

Assumptions

- The City of Happy Valley will identify a preferred alignment for the SE Scouters Mountain Road and SE 177th Avenue within the corridor.

Task 3 – Topographic Survey

Objective

The projection of the basemap that will be used for both Phase 1 and future efforts will leverage existing aerial LiDAR and imagery from March 2023, along with a portion of processed data from Geoterra project GT#230127/SE 172nd Avenue. This data is currently being used by Clackamas County DTD and the City of Happy Valley for improvements to SE 172nd Avenue west of the Rock Creek Interceptor corridor (north extension).

3.1 Project Base Map

Activities

- Following NTP, coordinate with Geoterra to obtain existing project control for field verification and establishment of additional requested aerial control necessary to expand the window for all photogrammetry work covering limits of both North and South extensions.
- Research Clackamas County Surveyor's office website for existing surveys of record and benchmark data.
- Field visit to tie into existing project control network used for original aerial flight in 2023. Tie into 2-5 additional Photo-ID survey control points for the extended project limits necessary to complete resolution of the remaining area not incorporated into the SE 172nd project.
- Coordinate with Geoterra by providing resolved control network for flight and photogrammetry work for project base map. Photogrammetry work shall have the following parameters:
 - 1" = 20' scale features

- 1' Contours and Terrain at 0.10' RMSEz accuracy level
- 0.10 RGB Color Orthophotography
- Complete Topographic Basemap
 - Project horizontal datum will be the Oregon Coordinate Reference System, Portland Zone, NAD83(2011), Epoch2010, International Feet
 - Vertical Datum will be NAVD88
 - Incorporate publicly available tax lot data to overlay the map. Resolution of property lines will be completed during future Phase 2 to document property easements along length of corridor to construct and maintain the improvements.
 - Prepare an AutoCAD Civil 3D 2023.dwg file for use by the Project Team.
 - Provide copies of the original aerial flight product.
- Limited Topographic Site Survey
 - Field-locate above ground existing site features, improvements, stream cross sections including top of bank and creek channel at locations to be determined within the project corridor. Each area shall be limited to a 10' x 100' maximum cross section perpendicular to the existing stream location.
 - Collect invert information for existing sanitary sewer manholes located at westerly end of SE Troge Road.
 - Locate all boring sites by geotechnical investigative efforts and provide vertical and horizontal coordinates.

Assumptions

- No traffic control required on SE Troge Road
- No boundary survey work will be performed on Phase 1
- Trees less than 6" caliper will not be located
- Provide up to six (6) stream cross sections

Task 4 – Preparation of Specialized Memos

Objective

Individual memos/summary sheets from specialized team members in the following sections that include Environmental, Archaeological, Geotechnical and Trenchless Installations will be completed as inserts into Tech Memo #1 identified in Task 6.

4.1 Environmental Documentation

Activities

- Field Work
 - Conduct a wetland determination along the entire corridor for both the North Extension and the East Extension . Wetland boundaries will not be flagged at this time, but we will mark the approximate location of wetlands on aerial photographs and transfer those to an AutoCAD or GIS base file. GPS data may be collected to ensure that we have the most accurate information. The approximate location of corridor is shown on the API in Figures 1 and 2. While in the field, we will collect any additional data that may assist the Project Team in determining the best alignments. A formal wetland delineation effort will be completed for Phase 2 along the selected alternative route.
- Mapping
 - Prepare a base map showing the location of natural resources that may be regulated by state, federal, and local agencies. The base map will be in either AutoCAD or GIS formats and will contain an aerial base, with tax lots, and the digitized locations of all natural resources.

Deliverables

- Following the preparation of the base maps and review by the Project Team, an Environmental Memorandum will be prepared describing the natural resources found within the construction corridors of the segments, a list of agencies that may regulate the natural resources, a list of likely permits that will be required, and an overview of the process and timing to gain all state, federal and local approvals.

4.2 Archaeological Reconnaissance

Activities

- Review existing records on file using the Oregon State Historic Preservation Office (SHPO) site to identify documented archaeological resources and previously surveyed areas within the study area. Review available LiDAR terrain data and historic maps to identify locations with a high probability of an archaeological site.
- Conduct a limited reconnaissance of the study area to assess existing conditions that will benefit from a closer viewpoint to confirm the desktop evaluation from the LiDAR data.
- Prepare a memo report that identifies areas with a high risk of an archaeological resource, and outlines applicable federal, State and local cultural resource laws. Recommendation for additional archaeological studies that may be needed for future Phase 2 efforts for design. Any findings that could detrimentally impact alignment alternatives will be immediately brought to the attention of the Project Team.

Deliverables

- Memorandum of Findings

4.3 Geotechnical Investigations

Activities

- Complete a desktop review of readily available geologic subsurface information within the API to finalize locations of borings. Once boring locations are finalized and necessary permits are obtained, complete a site reconnaissance to observe relevant surface features, exposed geologic units and site access conditions at the proposed drilling locations. The field exploration program will consist of the following:
 - Eight (8) geotechnical borings performed in approximate locations shown on Figure 1 and 2. Boring locations are considered approximate and may be changed as additional information is made available to the Project Team. Install a vibrating wire piezometer (VWP) along with a datalogger at three (3) locations including B-1, B-4 and B-7. Download data quarterly for up to one year or as the project schedule allows.
 - Utilize a track mounted drill rig, or equivalent, using mud rotary drilling and HQ-wireline rock coring techniques (as needed) to access all sites. Every effort will be made to stay within gravel shoulders, pavement or private driveways. Potential off-road borings may occur for B-3 and B-4. Traffic control will be provided for up to two days if necessary for borings within SE Hemrick Road and SE Troge Road.
 - Approximate boring depths from existing ground surface include: 20 feet (B-2, B-6, B-7 and B-8.) 25 feet (B-2) and 40 feet (B-3, B-4 and B-5). Total estimated boring depth of 225 vertical feet.
 - Drill cuttings are assumed to be “clean” and will be removed from the site by the drilling subcontractor. The site subsurface materials and water, if encountered, are assumed to be “clean” (i.e. will not require transport to regulated facilities for hazardous or non-hazardous contaminated media)
- Laboratory testing will be performed on representative samples to characterize subsurface conditions. The soil testing program may include the following tests and the actual tests performed will depend on the materials encountered in the explorations:
 - Natural moisture content determinations (ASTM D2216)
 - Fines content analyses (ASTM D1140)
 - Atterberg Limits (ASTM 4318)
 - Unconfined Compressive Strength of Rock, if rock is encountered (ASTM D7012); and
 - Cerchar Abrasivity Index, if rock is encountered (ASTM D7625)

Deliverables

- Draft Geotechnical Data Report that summarizes our site reconnaissance, filed explorations, laboratory testing and subsurface conditions encountered. Following comments from reviewers,

the draft report will be revised and a final version submitted.

4.4 Trenchless Feasibility Analysis

Activities

- Evaluation of Geotechnical Conditions will include the following:
 - Review the existing geotechnical information for the project provided in Task 4.3 to determine the suite of trenchless methods that could be feasible on the project. In addition, make recommendations for any additional future borings needed for future Phase 2 to meet the standard of care and to minimize the risk of any selected trenchless alternatives. Review of the boring logs and test results from the geotechnical investigation will be incorporated into the technical feasibility assessment and preliminary design drawings.
- Methods Feasibility Assessment
 - Evaluate the feasibility of using a variety of trenchless methods for the installation of the Interceptor at locations developed by the Project Team. The feasibility analysis will consider historic geotechnical and groundwater conditions, the size of the interceptor pipe, and the estimated grade requirements. This technical feasibility will include evaluating construction staging and available area for equipment layout, minimum depth requirements, and construction risk considerations. Several different trenchless methods will be evaluated with some likely easily eliminated in the comparative analysis. A Class 5 cost estimate will be provided for each of the trenchless alternatives, along with an estimated construction schedule.
 - A comparative cost-risk analysis will be performed to allow selection of the preferred trenchless method, while considering the risk tolerance of Clackamas WES. A trenchless risk register will be prepared that identifies potential risks, mitigation measures, and the cost of mitigation measures. In addition, it will provide risk mitigation measures that could be investigated during Phase 2 efforts that could be used to lower the risk profile of the trenchless methods.
- Trenchless Workshop
 - Conduct a virtual workshop to discuss results of the Feasibility study and feasible alternatives. In the workshop, a recommended trenchless method will be provided for the interceptor installation at the locations where trenchless is desired. This will include specific sections within the northerly extension and for the trenchless crossing beneath Rock Creek for the easterly extension on SE Troge Road.

Deliverables

- Draft Trenchless Technical Feasibility Memorandum
- Final Trenchless Technical Feasibility Memorandum

Task 5 – Stakeholder Communications

Objective

Establish public outreach program to inform the public about the project purpose, need and benefits; and provide opportunity for impacted, interested community members to provide input that informs the permitting, design, and mitigation process.

Activities

5.1 Project Initiation

- Facilitate community relations kickoff meeting with District staff to identify priorities in the development of the Communications Plan.
- Develop an initial community stakeholder list and recommendations of names/organizations to be added as the project proceeds.
- Coordinate with District staff to develop and maintain a communications plan including communications goals, key messages, and tasks to be accomplished as part of this Task.

5.2 Development of Materials and Tools

- Develop a mailing targeting project neighbors to give a basic overview of the project, highlight upcoming project activity that may impact them, and provide contact information for project-related questions or concerns.
- Create an informational fact sheet with the Project overview, project schedule, and contact information and develop a FAQ sheet based on the community questions and comments. Both documents will be included on the District/County's Project webpage. Draft and final versions will be provided.
- Provide content for a Project webpage to be hosted on the District's project website. The webpage will include a project overview, timeline, frequently asked questions, and contact information
- Design Project business card with Project webpage QR code (using a platform that includes link tracking) and contact information to be used by field crews who may interact with community members.
- Prepare up to two (2) project updates to be distributed by the District/County using appropriate channels/methods at key Project milestones.

5.3 Team Coordination

- Coordinate with the Project Design team to ensure that the public feedback is incorporated into the project design as feasible.
- Coordinate and meet with the District's communications team as needed in preparation for key milestones and events.

Task Deliverables

- Project public involvement kick-off meeting
- Project communications plan
- Project neighbor mailing
- Project business card
- Informational fact sheet
- Frequently asked questions (FAQ) sheet
- Webpage content
- Project Updates (up to 2)

Assumptions

- The District staff will lead the public involvement and be the public face of the project with support from the Consultant.
- District staff will:
 1. Print and send project mailers or other materials,
 2. Maintain Stakeholder List and information,
 3. Host and update the project website,
 4. Provide updated property owner list for API.
 5. Provide language translation or interpreters if needed,
- This Project will use the Clackamas County Brand/Style Guide for all documents.
- Written materials will include up to two rounds of edits.
- The District will cover the cost of all postage.
- The Communications Plan will be a living document and will be updated in coordination with the District/County, at major Project milestones.

Task 6 – Gravity Main Alignment Evaluation

Objective

Develop conceptual design of the gravity main and evaluate up to three (3) alternatives for the north extension and a single alternative for the east extension based upon information gathered by all team members including: topographic survey, environmental investigations, trenchless evaluations,

geotechnical investigations, archaeological resources assessment, easement needs, future improvements by City of Happy Valley and construction cost estimate. Present to District staff and obtain input.

6.1 Technical Memorandum - Alignment Evaluation

Activities

- Complete hydraulic evaluation to confirm flows on both easterly and northerly extensions based upon past documents including the 2007 Rock Creek Interceptor Preliminary Routing Analysis and the 2019 Sanitary Sewer Master Plan.
- Coordinate with City of Happy Valley for alignment consistent with anticipated future roadway improvements within their undeveloped property between SE 172nd Avenue and SE Foster Road and consistent with latest Transportation System Master Plan.
- Assess potential future trail corridor opportunities and constraints. We will specifically look at pipeline- alignment routing, wetland and stream corridor analysis, geotechnical analysis, land use and ownership considerations, as well as the County's goals for inter-connected trail networks.
- Identify preliminary list of property owners requiring easement acquisitions for interceptor construction during Phase 2.
- Prepare Class 5 level cost Estimates for concepts and alternatives including both trenchless and open cut sections (-50% to +100%) for up to three (3) alternatives on the northerly extension.

Task Deliverables

- Technical Memorandum #1 that will also include inserts for Memos identified in Tasks 4.1, 4.2, 4.3 and 4.4
- The deliverable for future trail corridor will be an opportunities and constraints map/diagram that summarizes relevant information that will help guide the County on potential trail/ greenway decision-making.

Assumptions

- The gravity pipe for the northerly extension shall be located between SE 172nd Avenue and SE Foster Road based upon property lines and topography to allow service from properties on both sides of the Rock Creek Tributary to flow by gravity to the extent possible and economically practical.
- The gravity pipe for easterly extension shall be located within the existing right-of-way of SE Troge except for the final alignment to complete a trenchless installation beneath Rock Creek near the existing roadway bridge. Alternative locations within the street would be refined during Phase 2. Alternatives for this extension would be limited to trenchless choices beneath the stream to reduce/eliminate the need for environmental permits.
- Property appraisals, legal descriptions, exhibits, and easement acquisition will be completed during Phase 2.

Task 7 – Preliminary Design Development

Objective

Advance to layout major design elements and establish cost estimate of the project at 30% level of design for the selected alternative in Task 6. Document basis of design in brief report and develop anticipated drawings and specifications lists for Phase 2 to follow.

7.1 Gravity Main Preliminary Design

Activities

- Advance selected gravity main alternative for each extension to 30% design level.
- Prepare 30% design plan and profile sheets.
- Prepare Sheet Index and Technical Specifications outline.
- Prepare Class 4 Cost Estimate for chosen alternative covering sections using open cut methods (-30% to +50%), while trenchless sections will be in a Modified Class 4 Cost estimate (-40% to +75%) due to the nature of the construction method and further refinement of design.
- Prepare brief Summary of Findings for Selected Alternative.

Task Deliverables

- Prepare 30% Plans, Specification Outline and Combination Class 4/Modified Class 4 Estimate.
- Basis of Design summary using updated format from TM #1.

Assumptions

- Gravity main drawings on 11 x 17 format include estimated 26 plan and profile Sheets scaled at 1"= 40'H and 1"= 5'V providing a 500 foot viewport/sheet for both the north extension to County line and east extension to SE Foster Road. The plans will show the horizontal pipe alignment, existing or proposed ground surface over pipe, critical pipe junction elevations, and boring locations with depth to rock encountered.
- Existing utilities will be shown in plan view from GIS. Profile views will be limited to areas with survey data.
- Draft Finding sections will be MS Word files for WES to provide edits and comments. Additional investigations are not required, but will essentially utilize previously submitted information to provide a single brief summary for alignment, property requirements for temporary construction and permanent easements along with construction methods (i.e. open cut and trenchless)..

Budget:

Payment will be made at the Billing rates for personnel working directly on the project, plus Direct Expenses incurred. Billing rates, expenses, and outside services are listed below.

Personnel:

Century West labor will be invoiced at the following schedule: Maximum hourly rate is \$250 per hour.

LABOR CLASSIFICATION	HOURLY RATES/RANGE
PROJECT COORDINATOR	\$95 - \$100
GRAPHIC/CIVIL DESIGNER	\$140 - \$155
ENGINEER-IN- TRAINING	\$120 - \$140
PROJECT ENGINEER	\$140 - \$160
SENIOR PROJECT ENGINEER	\$165 - \$185
PROJECT MANAGER	\$190 - \$210
SENIOR PROJECT MANAGER	\$220 - \$260

Project Expenses:

Expenses incurred in-house 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

Outside Services:

Outside technical, professional, and other services will be invoiced at cost-plus 5 percent to cover administration and overhead.

Project Schedule

The project milestones listed in Table 1 below include Phase I tasks in this scope of work.

Table 1 | Project Schedule

Phase 1 Schedule (Included in this Contract)	
Notice to Proceed (Assumed)	April 22, 2024
Draft -Technical Memorandum #1– Alignment Evaluation	September 2024
Final Technical Memorandum #1 – Alignment Evaluation	November 2024
Draft- Preliminary Design Development (Basis for Design)	January 2025
Final - Preliminary Design Plans and Specifications	March 2025

**EXHIBIT B
FEE SCHEDULE**

