



September 19, 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 Hazen & Sawyer, D.P.C for the HVAC and Fume Hood Project at the Tri-City Water Quality Lab. Total contract value is \$270,775 for 1.5 years. Funding through WES Sanitary Sewer Construction Funds. No County General Funds are involved.

Previous Board Action/Review	Presented at Issues – September 17, 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	Jeff Stallard	Contact Phone	503-742-4694

EXECUTIVE SUMMARY:

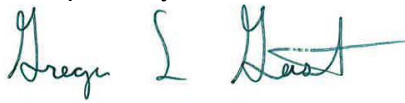
The Water Quality Lab HVAC and Fume Hood Project will design replacement HVAC equipment at the WES lab and evaluate alternatives to improve efficiency, as well as comfort and environmental stability for lab equipment. The existing air handling unit, condenser and strobic exhaust fan systems were all installed in 1995 when the lab was constructed and are past their useful life as evidenced by the degradation of their performance in recent years. In addition, the control system, dampers, and actuators no longer appear to be functional, and several systems have been disconnected. Other critical lab systems, including fume hoods and duct work, are also reaching their end of life and will be replaced as part of the project. All proposed updates will be designed to be compatible with the future lab building renovation project which is identified in WES’s current Capital Improvement Plan.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Contract #15003 with Hazen & Sawyer, D.P.C for engineering services for the Tri-City Lab HVAC and Fume Hood Project.

For Filing Use Only

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 extending to the right.

Greg Geist
Director, WES

Attachment: Hazen & Sawyer, D.P.C Contract #15003



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #15003**

This Personal Services Contract (this “Contract”) is entered into between **Hazen & Sawyer, D.P.C** (“Contractor”), and Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190 (“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 **June 30, 2026**.
- 2. Scope of Work.** Contractor shall provide the following personal services for the Tri-City Lab HVAC and fume Hood 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 **Two Hundred Seventy Thousand Seven Hundred Seventy-Five dollars (\$270,775.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit 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: MRice@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: Dan Garbely Phone: 503-927-9447 Email: DGarbely@hazenandsawyer.com	Administrator: Mike Rice Phone: 971-430-0386 Email: MRice@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, loss, and expense to the extent it may be caused by, or result from, any negligent act or omission 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 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 occurrence, 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 claim, 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. District acknowledges that such Work Product is not intended or represented to be suitable for use on the Project unless completed by Contractor, or for use or reuse by District or others on extensions of the Project, on any other Project, or for any other use or purpose; and (2) any such use or reuse, or any modification of the Work Product, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at District's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, subcontractors and subconsultants.
- 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.

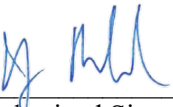
31. Reserved.

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.

Hazen & Sawyer, D.P.C.

Water Environment Services

 8/23/24
 Authorized Signature Date

 Chair Date

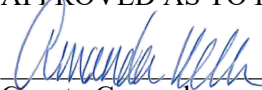
Andy McCaskill / Associate Vice President
 Name / Title (Printed)

 Recording Secretary

1308984-97
 Oregon Business Registry #

APPROVED AS TO FORM

FPC/New York
 Entity Type / State of Formation

 8/26/2024
 County Counsel Date

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

SCOPE OF WORK

EXHIBIT “A”

Project Description:

The TriCity Water Quality Lab HVAC and Fume Hood Project will replace aging HVAC equipment at the wastewater process lab and evaluate alternatives to improve comfort and environmental stability for lab equipment. The existing air handling unit (AHU), condenser (AC) and strobic exhaust fan (EF) systems were all installed in 1995 when the lab was initially constructed and are past their useful life as evidenced by the degradation of their performance in recent years. In addition, the control system, dampers, and actuators no longer appear to be functional, and several systems have been disconnected. Other systems in the lab, including fume hoods and duct work are also reaching their end of life and will be replaced as part of the project.

The scope of work for the Project includes the following general tasks:

Task 1: Project Management

The purpose of this phase is to manage the project activities and lead a cohesive team to meet budget, schedule, and project objectives.

Tasks: Consultant shall do the following:

- Attend bi-weekly 30-minute project management meetings with the District’s project manager
- Track project costs to remain within the budget and schedule and provide the necessary resources.
- Prepare a Project Management Plan (PMP) outlining internal management activities and quality assurance/quality control (QA/QC) procedures.
- Oversee, coordinate, and provide direction to the project team to meet budget and schedule requirements.
- Prepare monthly invoices & progress reports to inform the District’s Project Manager of the progress of the project.

Task 1 Deliverables:

Consultant shall prepare and submit the following to District:

- Monthly invoices and progress reports utilizing District’s templates.
- Bi-weekly PM progress meeting minutes

Task 2: Design Phase Services

Complete bid ready contract documents for constructing the following key project elements, as well as all ancillary system improvements for a fully functional installation:

- Replacement of AHU, AC, and EF equipment for the Water Quality Lab.
- Modification of the duct system with Variable Air Volume (VAV) units with Supply Terminal Units
- Replacement of Power Panelboard A to support the increased load from the new HVAC equipment
- Replacement of the flat roofing system to support the new AHU and EF equipment.
- Replacement of the four fume hood systems
- Expansion of the hot water loop to provide heat to the Lab building
- Coordination with Energy Trust of Oregon to evaluate potential incentives for the implementation of the expanded hot water loop.

Design Assumptions

- Control system will match existing hard-wired approach and not include network connections.
- Modifications to the duct system will include provisions for compatibility with future lab renovation.
- Unless stated otherwise, all meetings and workshops will be conducted using a hybrid approach, where local consultant staff will attend in person at the TriCity plant and remote staff will attend virtually.

Tasks: Consultant shall perform the following subtasks to develop and finalize key project concepts, design criteria and project requirements for use in accomplishing the design and permitting:

Task 2.1 - 30% Design (Preliminary)

- Kick off meeting
- Develop design criteria for each HVAC equipment component, based on results of code evaluation of lab 100% outside air requirements.
- Coordinate with Energy Trust of Oregon to understand potential incentives for the implementation of Hot Water Supply Expansion. Includes update of cost estimates of the hot water system to facilitate incentive discussion.
- Evaluate project delivery options with the District including pre-procurement of equipment.
- Update drawings from the BOD TM as necessary to inform the evaluations.
- Conduct preliminary two-hour design hybrid review meeting with District staff and respond to comments

Task 2.2 – 60% Design

- Prepare and deliver 60% Drawings and specifications
- Prepare and deliver Pre-procurement documents for the HVAC equipment.
- Prepare for and facilitate a two-hour hybrid Maintenance of Lab Operations workshop with Lab staff to understand activities that need to continue during construction. Consultant's PM and Lab Architect will attend.
- Develop draft Maintenance of Lab Operations plan for submittal with 60% design package
- Conduct 60% two-hour hybrid design review meeting with District staff and respond to comments. Consultant's PM, Design Manager, HVAC lead, Electrical Lead to attend.

Task 2.3 – 90% Design (Final)

- Prepare and deliver 90% Drawings and specifications
- Prepare and deliver a draft construction schedule and construction sequencing approach.
- Conduct mid-point hybrid design review meeting with District staff to discuss construction schedule and sequencing approach. Consultant's PM, Design Manager, and HVAC lead to attend.
- Conduct 90% two-hour hybrid design review meeting with District staff and respond to comments. Consultant's PM, Design Manager, HVAC lead, Electrical Lead to attend.
- Prepare building department stamped drawings

Task 2.4 – 100% Bid Documents

- Prepare and deliver 100% Drawings and specifications for publication

Task 2.5 – Focus Meeting and Site Visits

- Prepare for and facilitate the following focus meetings and Site visits:
 - Site Visits. Up to three site visits are included (two-hour duration) attended by Consultant's PM and HVAC Engineer.

Task 2.6 – Cost Estimates

- Update costs for the HWS/R during 30% Design

- Prepare cost estimates at the 60% and 100% level of completion.
- 60% cost estimate shall be an Association for the Advancement of Cost Engineering International (AACEI) Class 3 Estimate (-20% - +30%)
- 100% cost estimate shall be an AACEI Class 1 Estimate (-10% - +15%)

Task 2.7 - Quality Assurance/Quality Control

- Complete QA/QC procedures prior to submitting each phase of design to the District

Task 2.8 – Hot Water Supply Design & Submittal Review (Optional Task)

Following the evaluation of the potential incentives for the implementation of a Hot Water Supply Expansion, the District will decide whether to proceed with the design and construction of this system. This task includes an allowance for the following activities:

- Prepare and deliver the design of the Hot Water System Expansion, through all phases of design. The design will be incorporated into each deliverable submittal as a complete package, including drawings and specifications.
- Review the submittals associated with the Hot Water System Expansion during construction phase. This is assumed to include 8 submittals/resubmittals.

District Responsibilities:

District staff will attend design review meetings and will provide information on the existing facilities needed for design purposes. District will also provide draft Division 0 and 1 documents for Consultant review and finalization. District will provide front end documents for pre-procurement of equipment.

Task 2 Deliverables:

Consultant shall prepare the following deliverables and transmit via email to District:

- Meeting materials, agenda, and minutes, including a decision log in PDF format.
- 30%, 60% and 90% submittals. Drawings in PDF and specifications in Word format.
- Pre-procurement bid set submittal. Drawings in PDF and specifications in Word format.
- Building department drawings and specifications with PDF, and Word files
- 100% complete Bidding Documents in PDF, Word and AutoCAD/Revit files.
- Cost estimates (60%, 100%) in PDF format.
- QC Reviewer Comments (pdf) and Comment Tracking logs (excel)
- Comment Tracking Logs (excel) for District Review Comments

Task 3: Building Permit Assistance

Provide assistance to District staff in obtaining Building Permits for construction of the lab HVAC improvements.

Tasks: The Consultant shall do the following:

- Assist in preparing application forms and supporting documents
- Attend meeting with building officials. Consultant’s PM and Design Manager are budgeted to attend one, 2-hour meeting.
- Make changes to the bid documents to incorporate permit requirements and prepare Bidding Documents.

District Responsibilities

District staff will attend meetings with building officials.

District staff will submit permit application forms

Task 3 Deliverables:

Consultant shall prepare and provide the following deliverables:

- Supporting documents for permit application forms

Task 4: Bid Period Services

Assist the District during the bid period in developing responses to questions received from Bidders. Addenda will be prepared to provide answers to questions received from interested Bidders during the bid period.

District Responsibilities

Transmit questions from interested bidders to Consultant for review and response. Transmit Consultant's response to interested Bidders. Post addenda to the District website.

Task 4 Deliverables:

Consultant shall prepare the following deliverables and transmit via email to District in PDF format:

- Written responses to questions from Bidders
- Addenda (1 separate addenda is assumed)
- Prepare conformed drawings and specifications.

Task 5 – Services During Construction

Consultant will provide the following services during construction:

Task 5.1 – Project Management during Construction

Coordinate construction services with Consultant's internal Project team and keep the District's PM informed on the progress of the construction as outlined below:

- Track project costs to remain within the budget and schedule and provide the necessary resources.
- Oversee, coordinate, and provide direction to the project team to meet budget and schedule requirements.
- Prepare monthly invoices & progress reports to inform the District's Project Manager of the progress of the construction.
- Manage the health, safety and environmental activities of its staff to achieve compliance with applicable State and Federal health and safety laws and regulations. Consultant will prepare a Health Safety and Environment (HS&E) Plan covering its staff activities. Confined space entry is not expected to be required by Consultant employees. An allowance of 8 hours is included for the preparation, updating, and monitoring of the HS&E Plan.

Task 5.2 – Meetings & Site Visits

Consultant will attend meetings and conduct Site visits and Site observations as outlined below:

- Attend the one hour the general contractor (Contractor) pre-construction meeting; The meeting will be attended by Consultant's Project Manager (PM) in person & Design Manager virtually, but lead by the District's PM.
- Attend weekly 30-minute construction meeting with the Contractor, District's representative. Consultant's HVAC Engineer will attend the meeting virtually, unless requested to be in person by the District. Consultant's PM will attend every other meeting. A total of 12 construction meetings are budgeted.
- Visit site to monitor construction progress as requested by the District.
 - Consultant's PM is budgeted to be on site for up to 8 trips of 1 hour. These Site visits are assumed to coincide with the weekly construction meeting.
 - Consultant's electrical engineer is budgeted to be on the Site for up to 1 trip of 8 hours.

- Consultant's HVAC engineer is budgeted to be on the Site for up to 1 trip of 8 hours.

Task 5.3 – Office Engineering/Construction Administration

Consultant will manage the administration of the Submittal and Requests for Information or Clarification (RFI/C) process in Procore software provided by District. Consultant will review, evaluate and prepare responses to Contractor submittals for conformance with the final design and RFI/Cs:

- Consultant will review up to 42 submittals including 25 percent resubmittals with each submittal review budgeted for four hours for a total of 200 hours. District will review submittals in excess of the 45 assumed by Consultant on this Project.
- Consultant will review a total of 20 RFIs with each RFI budgeted for three hours for a total of 60 hours.

Task 5.4 – Change Management

Consultant will evaluate change orders and requests for additional time/compensation as outlined below:

- Consultant will evaluate up to 5 Contractor requests for a change order and additional compensation related to the Additional Scope of Work and to issue up to 5 Work Change Directives during construction. An allowance of 40 hours is included for this task.
- Consultant will review up to 1 specific claims or disputes and provide recommendations to District as to the acceptability of the claim or dispute. Consultant will not participate in judicial proceedings for these claims and disputes. An allowance of 8 hours is included for this task.

Task 5.5 – Startup, Testing, and Balancing

Consultant will assist District staff with startup and initial operation of the systems. This assistance includes, in cooperation with District and the Contractor:

- Reviewing the Startup Plan prepared by the Contractor and providing input related to completion dates for start-up, testing & balancing, and operation of the new facilities. Consultant's HVAC engineer is budgeted for 8 hours for this task.
- Attending and monitoring the Contractor's testing and balancing of the new HVAC equipment and ductwork. Consultant's HVAC engineer is budgeted to be on Site for up to 16 hours for this task.
- Training Lab Staff on the operation of the controls for the new HVAC system. It is assumed that this work will occur during the same trip as the testing & balancing.

Task 5.6 – Contract Closeout

Consultant will manage the closeout of the project and production of the Record Drawings

- Consultant will attend the substantial and final Site walkthroughs, assist District in preparing the punch list of corrections, review the final payment application, and review the Notices of Substantial and Final Completion. District will prepare, coordinate and maintain a punch list of items requiring completion or correction. Consultant will provide any additional punch list items it finds during the Site visits. Each of the two visits are budgeted for four hours for two of the Consultant's staff.
- Consultant will compile Consultant's, Contractor's and District's field notes and prepare detailed Record Drawings for the Project. Record Drawings will be delivered to District within 30 days following the Contractor's Final Completion. An allowance of 62 hours is included for this task (approximately 2 hours per sheet).

District Responsibilities

District will engage and pay for a specialty inspection firm to conduct specialty inspection and testing services as required by the building code and as stated in the final plans and specifications.

Deliverables

Consultant will submit the following deliverables to District electronically through Procore construction management software.

- One half-size (11x17) electronic (PDF) copy of the draft Record Drawings;
- One electronic (Word, full-size PDF, and AutoCAD, including Revit and Civil 3D models as appropriate) copy of the final Record Drawings; and
- Monthly progress reports and invoices. Consultant will provide monthly invoices and progress reports using District’s templates.

SCHEDULE

Preliminary schedule for the design of the Project is shown below.


<u>Task</u>	<u>Completion</u>
2.1 – 30% Design	12 Weeks
2.2 – 60% Design	12 Weeks
2.3 – 90% Design	14 Weeks
2.4 – 100% Design	6 Weeks
3.0 – Building Permit Assistance	6 Weeks (parallel with 100%)
4.0 – Bid Period Services	4 Weeks
5.0 – Services During Construction	4 – 6 months
Tasks 2.5 – 2.7 will be performed in parallel with Tasks 2.1 – 2.4	

**EXHIBIT B
FEE SCHEDULE**

City of Salem
Design Improvements for Additional Biosolids Storage

August 22, 2022


Fee Estimate

	Project Manager	Design Manager	Assistant Engineer	HVAC QC	HVAC Engineer	Civil Engineer	Civil QA/QC	EI&C Lead	E&IC Engineer	EI&C QA/QC	Structural Engineer
	D. Garbely	S. Alharji	A. Hanes	R. Van Dyke	M. Aldosoqy	J. Wagstaff	G. Cummings	A. Butts	W. Stratmeyer	A. Mlakar	S. Ingram
	\$260.00	\$260.00	\$130.84	\$209.63	\$140.68	\$194.99	\$260.00	\$233.99	\$130.84	\$260.00	\$162.23
Task 1: Project Management											
1.0 Project Management	24										
TASK 1 - SUBTOTAL	24	0	0	0	0	0	0	0	0	0	0
Task 2: Design Phase Services											
2.1 30% Design	12	16	20		32						
2.2 60% Design	18	24	20		32			8	24		16
2.3 90% Design	16	24	24		32			24	64		24
2.4 100% Bid Documents	12	16	16		32			16	32		16
2.5 Focus Meetings & Site Visits	6	6			4						
2.6 Cost Estimates	4										
2.7 QA/QC				16						12	
2.8 Hot Water Supply Design & Submittal Review (Optional Task)		2	4		8	108	8				
TASK 2 - SUBTOTAL	68	88	84	16	140	108	8	48	120	12	56
Task 3: Building Permit Assistance											
3.0 Building Permit Assistance	2	2			4						
TASK 3 - SUBTOTAL	2	2	0	0	4	0	0	0	0	0	0
Task 4: Bid Period Services											
4.0 Bid Period Services	2	2	4		4			4			4
TASK 4 - SUBTOTAL	2	2	4	0	4	0	0	4	0	0	4
Task 5: Services During Construction											
5.1 Project Management during Construction	18										
5.2 Meetings & Site Visits	18	3			14			8			
5.3 Office Engineering/Construction Admin	8	9	60	8	60			8	45		
5.4 Change Management	8				8			8			8
5.5 Startup, Testing and Balancing					24						
5.6 Contract Closeout	8	8									
TASK 5 - SUBTOTAL	60	20	60	8	106	0	0	24	45	0	8
TOTAL HOURS	156	112	148	24	254	108	8	76	165	12	68

City of Salem
Design Improvements for Additional Biosolids Storage

August 22, 2022

Fee Estimate

	Structural QA/QC	Architect QA/QC	Architect	Estimator	CADD	Hazen				Grand Total
	W. Dressler	W. Russell	H. Viney	C. Portner		Labor Hours	Labor Cost	Travel	Subtotal	
	\$258.91	\$260.00	\$125.94	\$260.00	\$150.00					
Task 1: Project Management										
1.0 Project Management						24	\$6,240		\$6,240	\$6,240
TASK 1 - SUBTOTAL	0			0	0	24	\$ 6,240	\$ -	\$ 6,240	\$ 6,240
Task 2: Design Phase Services										
2.1 30% Design				8	16	104	\$18,879		\$18,879	\$18,879
2.2 60% Design			16		60	218	\$36,661		\$36,661	\$36,661
2.3 90% Design		4	36		60	308	\$50,499		\$50,499	\$50,499
2.4 100% Bid Documents			16		40	196	\$32,417		\$32,417	\$32,417
2.5 Focus Meetings & Site Visits						16	\$3,683		\$3,683	\$3,683
2.6 Cost Estimates				32		36	\$9,360		\$9,360	\$9,360
2.7 QA/QC	8	8				44	\$10,625		\$10,625	\$10,625
2.8 Hot Water Supply Design & Submittal Review (Optional Task)						130	\$25,308		\$25,308	\$25,308
TASK 2 - SUBTOTAL	8	12	68	40	176	1052	\$ 187,432	\$ -	\$ 187,432	\$ 187,432
Task 3: Building Permit Assistance										
3.0 Building Permit Assistance						8	\$1,603	\$ -	\$1,603	\$1,603
TASK 3 - SUBTOTAL	0	0	0	0	0	8	\$ 1,603	\$ -	\$ 1,603	\$ 1,603
Task 4: Bid Period Services										
4.0 Bid Period Services						20	\$3,711		\$3,711	\$3,711
TASK 4 - SUBTOTAL	0	0	0	0	0	20	\$ 3,711	\$ -	\$ 3,711	\$ 3,711
Task 5: Services During Construction										
5.1 Project Management during Construction						18	\$4,680		\$4,680	\$4,680
5.2 Meetings & Site Visits						43	\$9,301		\$9,301	\$9,301
5.3 Office Engineering/Construction Admin		5	25			228	\$34,597		\$34,597	\$34,597
5.4 Change Management						32	\$6,375		\$6,375	\$6,375
5.5 Startup, Testing and Balancing						24	\$3,376		\$3,376	\$3,376
5.6 Contract Closeout					62	78	\$13,460		\$13,460	\$13,460
TASK 5 - SUBTOTAL	0	5	25	0	62	423	\$ 71,790	\$ -	\$ 71,790	\$ 71,790
TOTAL HOURS	8	17	93	40	238	1527	\$ 270,775	\$ -	\$ 270,775	\$ 270,775