



August 10, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Acting as the Governing Body of Water Environment Services
 Clackamas County

Approval of Contract #8266 with Consor North America, Inc., for engineering services to design improved Willamette Pump Station and Force Main. Total contract value is \$1,174,772.00 through 12/30/2026. Funding is through Water Environment Services Sanitary Sewer Construction Fund. No County General Funds are involved.

Previous Board Action/Review	Presented at Issues – August 8, 2023.		
Performance Clackamas	1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, infrastructure Strategy and Performance and Operational Optimization. 2. This project supports the County’s Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invest in our natural resources.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jeff Stallard	Contact Phone	503-278-2311

EXECUTIVE SUMMARY: The Willamette Pump Station and Force Main were constructed in 1986 and convey sanitary sewer flows from areas west of the Willamette River, including portions of West Linn, to WES’ Tri-City Water Resource Recovery Facility. The pump station and force main were analyzed as part of WES’ Sanitary Sewer Master Plan completed in 2019, and it was determined that, in addition to targeted Inflow and Infiltration (I/I) reduction upstream of the pump station, a new pump station and force main are necessary to increase capacity to meet future wet-weather flows. As such, WES’ 2022-2027 Capital Improvement Plan includes a project to design and construct the new pump station and force main that will meet future capacity needs, improve maintainability of the systems, and increase reliability during extreme weather events. A conceptual design for the pump station and force main was completed in 2022 and evaluated pump station location and several force main alignments to convey flows from the pump station to sewer connection points across the Willamette River.


While the consultant team was evaluating options for crossing the Willamette River, an opportunity was identified to construct a portion of the new force main with ODOT’s I-205 Abernethy Bridge

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Expansion project. Given the substantial benefits of this option and to meet the construction schedule, WES expedited the design of the Willamette River crossing portion of the force main via a separate, smaller design contract previously approved by the Board. The design of this segment is complete, and construction is anticipated to be complete in 2025. The contract being considered today is to further develop the conceptual design of the new pump station and the portion of the force main from the pump station to the connection point upstream of the Abernethy Bridge crossing. This includes permitting efforts, geotechnical exploration, project survey, stakeholder communication, and preliminary design. Future contract amendments will cover the final design and construction services for the project and are dependent on the preliminary design recommended in this stage.

RECOMMENDATION: Staff recommends the Board approve the contract between Water Environment Services and Consor North America, Inc. for design services for the improved Willamette Pump Station and Force Main.

Respectfully submitted,



Greg Geist
Director, WES

Attachment: Contract 8266



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #8266**

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

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 30, 2026**.
- 2. Scope of Work.** Contractor shall provide the following engineering necessary to design Willamette Pump Station and Force Main 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 **One Million One Hundred Seventy-Four Thousand Seven Hundred Seventy-Two Dollars (\$1,174,772.00)** for accomplishing the Work required by this Contract. Consideration rates are on a time and material 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. Contractor shall submit invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered. Payments to Contractor shall be made within thirty (30) days of invoice receipt. 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: Adam Crafts Phone: 503-225-9010 Email: Adam.Crafts@consoreng.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 three (3) 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 act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reimbursement of reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s negligent 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 except for Workers Compensation and Professional Liability insurance, 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: with limits of \$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: with limits of \$1,000,000 per occurrence, with an annual aggregate limit of \$1,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: with limits of \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the District except for Workers Compensation and Professional Liability. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it, except for Workers Compensation and Professional Liability. 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. Any reuse of such Work Product outside the scope of work for which it was developed, or any alteration of it whatsoever, without Contractor review and approval shall be at the County's sole risk and with no liability to Contractor.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28 and 30, and all other rights and obligations which by their context are intended to

survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

15. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

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

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

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

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

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

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

21. NO THIRD PARTY BENEFICIARIES. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or

otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
23. **FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
24. **FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
25. **WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
26. **PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
27. **NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
28. **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.

29. 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.

Consor North America, Inc.,



2023.07.17
10:49:44-07'00'

Authorized Signature _____ Date _____

Adam Crafts / Principal Engr.

Name / Title (Printed)

146807-14

Oregon Business Registry #

DBC/Oregon

Entity Type / State of Formation

Water Environment Services

Chair _____ Date _____

Recording Secretary

APPROVED AS TO FORM



County Counsel

8/1/23

Date

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

EXHIBIT A

SCOPE OF WORK

WILLAMETTE PUMP STATION AND FORCE MAIN REPLACEMENT PROJECT

PRELIMINARY DESIGN PHASE ENGINEERING SERVICES

CLACKAMAS WES

Introduction

Clackamas Water Environment Services (WES, District) is pursuing its mission to protect water quality and support the vitality of its member communities with this investment in the Willamette Pump Station (PS) and Force Main (FM). WES's 2019 Sanitary Sewer Master Plan identified capacity deficiencies in both the Willamette PS and the Willamette Interceptor downstream during peak flow storm events. A condition assessment and schematic design evaluation completed in 2020 also identified aging equipment and resiliency concerns from flooding and earthquakes. This project will address these issues by replacing the pump station and force main with new infrastructure that is adequately sized, resilient, and reliable.

This scope of work includes professional services to complete the Preliminary Design phase of the project. The objective for this phase is to refine the project scope, schedule, and cost estimate. Once completed, it is anticipated that future phases will be added by a contract amendment and will include final design, bidding, and construction support services.

General Assumptions

- For the purpose of this scope of work, the Willamette FM is defined as the pipeline system between the Willamette PS site and the intersection of Willamette Falls Drive and Highway OR43. This project will connect to the pipeline constructed by the Oregon Department of Transportation (ODOT) through its I-205 Abernethy Bridge Expansion project.
- The anticipated Area of Potential Impact (API) is included in Figure 3.1.
- Workshops will be held virtually and recorded.
- District staff will provide comments within two weeks of workshop presentations or submitted deliverables.
- Consultant shall use 49 Division format master specifications. Consultant shall provide Division 1 and technical specifications for project use and District review and comment.

- Deliverable documents will be in electronic version in .PDF and original .DOC format.
- The Consultant's standard CAD software (AutoCAD) will be used to produce the drawings, following its own drafting standards. Final record drawings files will be delivered to WES in AutoCAD format.
- The District will pay for all permitting fees directly.

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 pump station based on current hydraulic model.
- Provide access to the PS site and explain operating procedures and maintenance issues to the Consultant.
- 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.

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.
- Monthly review of project budget Estimate to Completion.
- Monthly invoice and progress report preparation.
- Project schedule updates as needed or quarterly at minimum.

Task Deliverables

- Project Kick-off agenda, presentation, and meeting notes.
- Monthly invoices with progress report, task-level budget report.
- Project schedule and updates.

Assumptions

- Kick-off meeting will be two hours and attended by key project staff. Budget includes 10 hours for the project manager and two hours for technical leads to prepare the agenda, develop presentation slides to facilitate discussion, and provide a meeting summary.
- Client coordination meetings are one hour each and will be facilitated by the Consultant PM and attended by design leads.
- The duration of work identified under this scope of work is 12 months, which equates to 12 invoices and progress reports.

Task 2 – Quality Management

Objective

Monitor the quality of the Project and perform internal quality assurance/quality control (QA/QC) reviews as described herein.

Activities

- Prepare a Quality Management Plan (QMP) for the project. Key features of the QMP shall include a single point of contact responsible for all quality management and a description of the quality control review process and approach.
- Maintain basis of design file that includes calculations, manufacturer correspondence, and data sheets on selected major equipment.
- Conduct quality reviews in accordance with the QMP. Maintain documentation that the quality review process is complete and review comments are adequately addressed.

Task Deliverables

- Quality Management Plan.
- Quality Control Documentation (upon request).

Assumptions

- Subconsultants will provide their own quality reviews on deliverables with a secondary review completed by the prime consultant.
- Deliverables to be reviewed under this scope of work include:
 1. Workshop presentation figures and content.

2. Land Use Pre-application Package.
3. Various memorandums and reports identified within.
4. 30% Design Plans.
5. Basis of Design Report.

Task 3 – Permitting Clearances

Objective

Identify land use and environmental permit approvals needed to construct the project improvements.

3.1 Identify WES-Preferred Code Variances

Activities

- Engage WES staff in discussion at Kick-off meeting to identify code variances needed to align with WES operating preferences.
- Research and document variance requests to potentially be submitted for the project.

Task Deliverables

- Code variance table to be included in the Basis of Design report that summarizes the code requirements, review authorities, justification for a variance, and relevant comments to be included.

Assumptions

- For budget purposes, three variances will be researched.

3.2 Environmental Permitting Review

Activities

- Confirm API as shown in Figure 3-1 below.
- Identify state and federal environmental permitting requirements, review authority, application requirements, expected conditions of approval, and review period.
- Coordinate with permitting authorities as required for input on findings.
- Identify environmental impacts and potential mitigation work.
- Prepare Environmental Permitting Summary Memorandum.

Deliverables

- Environmental Permitting Summary Memorandum.

Assumptions

- One meeting each with Oregon Department of Fish and Wildlife, United States Army Corp of Engineers, Oregon Department of Environmental Quality, Oregon Department of State Lands, National Marine Fisheries Service, and United States Fish and Wildlife is included.
- Preparing permitting applications is not included in this scope of work and will be completed after 60% design development.

Figure 3.1 – Area of Potential Impact



Area of Potential Impact Description:

The API includes the WES Willamette PS property, the 4th Street Right-of-Way (ROW) between Vlopp Street and Willamette Falls Drive, the Willamette Falls Drive Right of Way between 4th Street and OR43, the Mill Street Right of Way, and the parcels bordered by Willamette Falls Drive, Mill Street, Sunset Avenue, and OR43 Willamette Bridge.

3.3 Land Use Pre-Application Activities

- Identify zoning conditions and permitting requirements for the pump station and force main improvements.
- Review regulatory requirements for noise and air quality permits required by the City of West Linn and State of Oregon.
- Advise design criteria related to noise and air quality requirements and summarize in Basis of Design Report.
- Coordinate findings with City of West Linn Planning Department for input prior to Pre-Application meeting.
- Prepare and submit Pre-application Meeting package and attend meeting with City of West Linn Planning.

Deliverables

- Pre-app meeting application, project narrative, site plan figure, and notes from discussion.

Assumptions

- The City of West Linn will provide a Pre-app summary outlining the codes to be addressed for a complete application.
- Preparing the land use application is not included in this scope of work and will be completed after 60% design development.

3.4 Floodplain Development Permit Review

Activities

- Collect Floodplain data and Federal Emergency Management Agency (FEMA) effective model.
- Prepare corrected effective model and proposed conditions model to evaluate floodplain impacts.
- Identify potential mitigation options for proposed development.
- Coordinate floodplain mitigation measures with conceptual design development under Task 6.
- Prepare No-Rise Floodplain Analysis memorandum.

Deliverables

- Willamette River Flood Plain No-Rise Analysis Memorandum.

Assumptions

- Flood plain development mitigation areas will be limited to Clackamas County-owned parcels. Any proposed fills that cannot be mitigated within these parcels will not be selected.
- Flood plain development will be permitted under a no-rise certification through City of West Linn land use review.

3.5 Archaeological Pre-determination

Activities

- Review API and conduct background research using the Oregon State Historic Preservation Office (SHPO) site and survey databases, internal library, General Land Office maps, Sanborne Maps, and any other resources available to identify areas of high probability of encountering archaeological resources during the implementation of the project.
- Prepare Cultural Resources Risk Assessment memorandum and submit to SHPO for compliance with Section 106 requirements of the National Historic Preservation Act.
- Prepare a monitoring and unanticipated discovery plan for monitoring geotechnical borings and soils removed for potential findings by an archaeologist.
- Prepare a report detailing the results of the monitoring, and any associated analyses that conform to state guidelines. The report will include documentation of background research, methods and results of the field investigations, preliminary evaluations of any resources identified, and recommendations for further work, if any.

Deliverables

- Cultural Resources Risk Assessment memorandum.
- Monitoring and Unanticipated Discovery Plan.
- Monitoring Report.

Assumptions

- Work will stop with discovery of archaeological objects until they can be assessed by a forensic specialist and consultation with SHPO and appropriate tribes.

3.6 Right-of-Way Development Standards

Activities

- Coordinate with City of West Linn Public Works Department for the following items:
 1. Right of way development standards for 4th Street along pump station parcel.
 2. Future right –of-way and road surface geometry for the Willamette Falls Drive and Mill Street realignment project.
 3. Pavement restoration and traffic control requirements within the project area.
 4. Right of way permitting requirements.
- Document findings in summary email and Basis of Design Report.

Deliverables

- Summary email of findings.

Assumptions

- The City of West Linn will identify a preferred alignment for the Willamette Falls Drive realignment and Mill Street development area.

Task 4 – Data Collection and Assessment

Objective

Obtain rights of entry to access private property within the API to conduct a tree survey, delineate wetlands or other environmentally sensitive areas, topographic survey, and geotechnical borings. Process data to support and inform the design development for the project.

4.1 Request Rights of Entry for Private Properties

Activities

- Prepare project letter to be sent by certified mail to each of the parcels identified in Subtask 4.4.

- Include Right of Entry form with request for signature.
- Meet in-person or virtually with each property owner to answer any questions.
- Maintain log of property owner communications.

Task Deliverables

- Sample 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.
- WES will participate in any meetings with property owners.
- 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.

4.2 Tree Identification and Assessment

Activities

- Inventory and assess trees within the API as defined:
 1. 6-inch or greater diameter at breast height (DBH) within the API shown in Figure 3.1.
 2. 20-inch or greater DBH within 20 feet of the API Impact.
- Coordinate with design to identify trees to be retained and removed during construction.
- Develop a tree protection plan for trees to be retained.
- Prepare an arborist report with recommendations for tree preservation, removal, mitigation, and protection.

Task Deliverables

- Arborist Report.

Assumptions

- Up to 1,300 trees may be surveyed and assessed during 11 site visits.

4.3 Wetland Delineation Report

Activities

- Visit the site and complete a wetland field delineation and ordinary high-water mark “(OHWM)” demarcation within the API.
- Prepare Wetland Delineation Report for preliminary assessment of wetland and waters jurisdictional boundaries based on the best professional judgment of Consultant environmental staff. Boundaries and jurisdictional determinations must be reviewed and approved in writing by the Department of State Lands (DSL) and the US Army Corps of Engineers (USACE).

Task Deliverables

- Wetland Delineation Report.

Assumptions

- Areas within the API that are inaccessible due to lack of legal access or unsafe conditions (including slopes too steep to traverse) will be visually assessed from the nearest access point or explored via desktop research only.
- No other wetland areas exist outside of the Bernert Creek drainage area.
- A Natural Resource Assessment will be prepared during Phase II work
- Up to one site meeting with DSL and USACE is included.
- One set of consolidated comments on the draft Wetland Delineation Report will be provided.

4.4 Project Survey and Base Mapping

Activities

- Recover existing horizontal and vertical control network using the NAD83(2011) horizontal datum, the NAVD88 vertical datum and the Oregon Coordinate Reference System (OCRS) – Portland Zone for the coordinate system.
- Collect topographic and utility survey Right of Way in project areas shown in Figures 4.1 to 4.3. Conform survey to Oregon laws ORS Chapter 92, Subdivisions and Partitions, ORS Chapter 93, Conveyancing and Recording, ORS Chapter 209, County Surveyors and map requirements, and ORS Chapter 672 Professional Engineers and Land Surveyors.
- Tag and Survey trees as described under Task 4.2.
- Survey wetland delineation and other critical areas markers set under Subtask 4.3.
- Survey Bernert Creek within 4th Street Right of Way and WES owned parcel to include flowline, top of bank, and cross-sections.
- Collect aerial orthography of project area by low level drone of project area shown in Figure 4.4.

- Complete Property Survey within the survey limits and Title Review of the following parcels Tax ID and description:
 1. 31E01BB00100 and 31E01BB00102 - WES pump station property
 2. 31E36CC00900 – WES owned parcel North of pump station property
 3. 22E31BA01800 – Mill Site property owned by Keith Van Apeldoorn
 4. 22E31BA00400 – Mill Site property owned by Keith Van Apeldoorn

Task Deliverables

- Copies of rights of entry.
- Survey CAD files

Assumptions

- Horizontal Datum will be NAD83(2011) Epoch 2010.000. Vertical Datum will be NAVD88 and horizontal coordinates established by the Oregon Coordinate Reference System.
- Topographic survey collected in 2021 along Willamette Falls Drive for the City of West Linn's Conceptual Realignment project will be supplemented with new utility survey along Willamette Falls Drive to collect updated and missing utility locates from the original survey.
- Client will mow their areas within the API to reduce brush clearing time and increase efficiency by the survey crews.
- The existing force main or its easement area between 5th Avenue and Willamette Falls Drive will not be surveyed.

Figure 4.1 – Pump Station Area Survey



Figure 4.2 – West Force Main Alignment Area



Figure 4.3 – East Force Main Alignment Area



Figure 4.4 – Orthorectified Aerial Drone Area



4.5 Geotechnical Investigations

Activities

- Review existing data in the project area.
- Conduct site reconnaissance and mark boring locations.
- Prepare Geotech approach and boring plans design to assess rock excavation along the FM alignment and soil conditions, groundwater, and seismic evaluation at the pump station site.
- Prepare traffic control plans and right of way permit from the City of West Linn.

- Collect six (6) machine-drilled borings at the PS and along the FM alignment as follows:
 1. One at the proposed pump station – 100-foot depth or to bedrock.
 2. Three within the 4th Street and 5th Avenue right of way – 30 to 100 feet or to bedrock.
 3. Two along Willamette Falls Drive – 15-foot depth
- Install a vibrating-wire piezometer to measure groundwater in the two borings that are closest to the pump station site.
- Collect CPT probe readings to estimate liquefaction potential at the pump station.
- Deploy a Ground Penetrating Radar exploration plus analysis along Willamette Falls Drive between 4th Street and OR43 to identify the pavement section and depth to hard rock.
- Prepare draft and final Geotech report.
- Provide presentation slides and participate in WS#1 for Geotech issues.
- Contribute to cost estimating and basis of design report.

Task Deliverables

- Boring Plan.
- Draft and Final Geotechnical Report.

Assumptions

- Consultant will apply for ROW permit and provide traffic control for borings along Willamette Falls Drive.
- Handling and disposal of hazardous materials encountered during borings is not included.
- Six borings for a total estimated boring depth of 230 vertical feet are included.

4.6 Hazardous Materials Assessment

Activities

- Conduct Phase 1 Environmental Site Assessment (ESA) on proposed easement area within PGE parcel (21E3602000).
- Conduct Level 1 Hazardous Materials Corridor Assessment (HMCA) for the proposed force main alignment.

Task Deliverables

- Phase I ESA report.
- Level 1 HMCA report.

Assumptions

- Hazardous materials survey of the existing pump station building is not included.
- Evaluation of hazardous materials is limited to review of existing data and visual inspections. Collection or analysis of samples is not included.

4.7 Preliminary Utility Coordination

Activities

- Prepare and deliver a Project Information Letter to each utility within the project area describing the project and project schedule. This letter will be followed by calls or visits to appropriate contacts at each utility to ascertain the existence of any facilities within the corridor. Those utilities having facilities within the pipeline corridor will be specifically asked for all information concerning said utilities.
- Perform field reconnaissance of the proposed alignment to review utility paint markings and verify completeness of the subsurface and above ground utilities as depicted in the Utility Base CAD file.
- Document discrepancies between utility documents and located facilities and coordinate with the utilities for clarification and resolution.
- Perform a conflict analysis of the preliminary pipeline alignment and the existing utilities shown in the Utility Base CAD File.
- Prepare a Conflict List in spreadsheet format listing existing utilities crossing the proposed pipeline, and existing utilities parallel to the proposed pipeline within an 8-foot “Restricted Zone” or “Safety Zone” around the pipeline.
- Prepare Conflict Plan Sheets corresponding to the Conflict List identifying proposed utilities, existing utilities, and potential conflicts, with color-coding of each type of conflict.
- Identify potential conflict locations which merit further investigation by potholing and prepare plan showing recommended potholing locations.
- Establish or verify documentation of prior rights by private utilities.
- Provide Utility Conflict Plan Sheets and Conflict List to all utility companies identified within the project area for their review for accuracy of potential conflicts and include any recommended potholing locations.

Deliverables:

- Utility contact list, project information letter, and conflict letters.
- Utility Conflict Plan Sheets and Conflict List.
- Recommended potholing plan identifying pothole location and utility owner.
- Utility company coordination meeting agenda and notes.

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 design plans, and discussing with each utility special requirements associated with facility relocation or modification.
- Up to ten private utility owners will be identified through utility locate requests and pole owner permits.
- Potholing or utility relocation design work is not included.

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 development of the Communications Plan.
- Coordinate with District staff to use available tools to complete basic audience mapping and an inclusive outreach plan is developed.
- 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.
- Identify the most impacted and interested community members with whom to conduct interviews and assist with creation of interview questions. Support District staff by scheduling meetings, creating meeting materials, attending the interviews, and preparing summary notes for the interviews.

5.2 Development of Materials and Tools

- Develop project site signage with basic project information and a QR code to encourage project neighbors, pedestrian/bike traffic, and other site visitors to learn more about the project on the project webpage.
- 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. Following interviews with community members, develop a FAQ sheet based on the questions, comments and concerns that are raised. 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, contact information, and contact us form.
- Develop one (1) newsletter article based on the same information provided in the informational fact sheets and project webpage.
- Prepare up to two (2) project updates to be distributed by the District/County using appropriate channels/methods at key Project milestones.
- Prepare presentation slides for District staff to present at a West Linn City Council meeting or other public meeting. The Consultant PM and public involvement lead will attend the meeting to support with answering project related questions.
- Prepare and attend one (1) open house meeting. The open house meeting will be a hybrid model. Preparation includes creating the PowerPoint presentation, meeting materials and boards for the open house.

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 with the District's communications team in preparation for key milestones and events.

Task Deliverables

- Agenda and minutes for community relations kickoff meeting.
- Community/Demographic Data-Gathering Assessment map. Memorandum summarizing the analysis and application for public outreach.
- Project Communications Plan.
- Community interview questions, summary, and recommendations based on the outcomes of the interviews.
- Project informational signage.
- Project neighbor mailing.
- Informational fact sheet.
- Frequently asked questions (FAQ) sheet.
- Webpage content.

- Newsletter article.
- Content for two project updates.
- Agenda, sign in sheet, comment forms, handouts, informational displays, presentations, and meeting summaries for public open house.
- Presentation materials for project presentation to West Linn City Council.
- Agendas and notes for weekly coordination meetings with Clackamas County/District staff.

Assumptions

- The District staff will lead the public involvement and be the public face of the project with support from the Consultant.
- Up to 12 stakeholders will be completed.
- District staff will:
 1. Provide project information cards and contact information for consultant field staff to give out if asked about the project by residents,
 2. Print and send project mailers or other information,
 3. Maintain Stakeholder List and information,
 4. Conduct interviews and provide summary notes,
 5. Coordinate mailing lists and postcard/letter printing/mailing,
 6. Host and update the project website,
 7. Provide language translation or interpreters if needed,
- This Project will use the Clackamas County Brand/Style Guide for all documents.

Task 6 – Pump Station Conceptual Design

Objective

Confirm and further refine conceptual design concepts to identify the preferred pumping strategy, wet well and building sizing, and resiliency measures to be advanced. This will give WES staff an opportunity to comment on fundamental decisions that will be used to preparing materials for Land Use Pre-applications and public outreach. Prepare workshop materials to present to District staff and obtain input.

6.1 Develop Design Criteria

Activities

- Develop design flow rate targets and expansion phasing plan.
- Confirm pump sizing, configuration, and operating strategy.

1. Preliminary pump selection and operations
 2. Dual FM operations and use of existing force main
 3. Controls and monitoring
 4. SCADA and alarms
- Develop Design Criteria and Sizing for Pump Station Systems
1. Wet well configuration and sizing
 2. Influent sewer sizing operations
 3. Process and service piping
 4. Pump and mechanical rooms
 5. Electrical and generator rooms
 6. Bathroom and multi-purpose rooms
 7. Heating, Ventilation, and Air Conditioning
 8. Chemical dosing and storage for hydrogen sulfide control
 9. Power service sizing
 10. Standby power systems and feasibility of participation in the Dispatchable Standby Generator program
 11. Architectural and Building Code review and WES preferences.

6.2 Assess Resiliency Risks and Mitigation

Activities

- Identify Flood Risk and Mitigation Strategies.
1. Coordinate PS finish floor and electrical equipment elevations with established design flood elevation.
 2. Identify building / power transformer flood-proofing.
 3. Assess flood event access to pump station along 4th Street.
- Identify Seismic Risk and Mitigation Strategies
1. Identify liquefaction and settlement potential on pump station structures.
 2. Identify foundation type needed to meet building code requirements for Risk Category 3 Occupancy.
 3. Evaluate force main resiliency risk and mitigation.

4. Identify Code required mitigation.

6.3 Develop Conceptual Design

Activities

- Evaluate design alternatives for considerations:
 1. Wet well configuration – trench style vs standard.
 2. Undergrounding primary power from Willamette Falls Drive.
 3. Vapor phase odor control.
- Prepare 10% design development figures and rendering.
- Prepare Class 5 level cost Estimates for concepts and alternatives.
- Workshop #1 – PS Conceptual Design

Task Deliverables

- Pump station conceptual design figures:
 1. Pump Station Site Plan
 2. Pump Station Building Plan (up to 3 levels)
 3. Pump Station Building Rendering or Elevations
 4. 4th Street right of way alignment, street centerline profile, and horizontal plan
 5. Power Service Schematic and Sizing
 6. Schematic P&ID
- WS#1 Figures, Presentation, and meeting minutes

Assumptions

- A new dry-pit submersible pump station building similar to the existing is anticipated. Alternative concept development is not included.
- The existing pump station will be abandoned and not be considered for continued use.
- Two conceptual site plan alternatives will be developed.

Task 7 – Force Main Conceptual Design

Objective

Develop conceptual design of the force main and evaluate alternatives. Present to District staff and obtain input.

7.1 Develop Design Criteria

Activities

- Confirm operating parameters and sizing from the Conceptual Report (Jacobs 2022).
- Confirm air valves sizing, accessories, and access needs.
- Identify maintenance facilities and needs.
- Evaluate pipeline materials.
- Confirm pavement restoration requirements along alignment.

7.2 Assess Risks and Mitigation

Activities

- Identify geohazards, rock excavation, and mitigation needs.
- Identify environmental impacts and mitigation requirements.
- Evaluate construction feasibility and potential impacts to the public.

7.3 Develop Conceptual Design

Activities

- Evaluate alternative force main alignments along undeveloped 4th Street right of way between 5th Avenue and Willamette Falls Drive and transition from Willamette Falls Drive to Mill Street based on financial, social, and environmental impacts.
- Coordinate with City on FM Alignment and Facilities (Air valves, pigging, drain) with Willamette Falls Drive and Mill Street realignment plans.
- Review existing transient analysis and advise on need for revisions based on selected alignment or materials.
- Outline Existing FM Operations and Improvements
 1. Plan for existing force main uses.
 2. Condition-based improvements to be included in the project.
 3. Long-term maintenance needs.
- Prepare Class 5 level cost Estimates for concepts and alternatives.
- Conduct Workshop #2 – FM Conceptual Design

7.4 Identify Easements

- Prepare proposed and temporary construction easement figures for selected force main alignment in Subtask 7.3.

1. Prepare figure showing proposed permanent and temporary easements for use with property owner discussions.
2. Prepare programming estimate.
3. Attend one meeting to support WES coordination with each owner.

Task Deliverables

- WS#2 Figures, presentation slides, and meeting notes.
- Easement figures and program estimate.

Assumptions

- The force main will follow 4th Street right of way and Willamette Falls Drive outside of the Mill Street alternative alignments described within Subtask 7.3.
- Four easements and property owners are assumed.
- Property appraisals, legal descriptions, exhibits, and easement acquisition will be completed in the next phase of the project.

Task 8 – Preliminary Design Development

Objective

Advance selected conceptual design to layout major design elements and establish the baseline schedule and cost estimate of the project at 30% level of design. Document basis of design in report and develop anticipated drawings and specifications lists for detailed design phase to follow.

8.1 Pump Station Preliminary Design

Activities

- Advance PS conceptual design to 30% design level.
- Prepare 30% design plans as follows:
 1. General Site Plan
 2. Site Piping Plan
 3. One-line Diagram
 4. Electrical Site Plan
 5. Building Plan
 6. HVAC and Odor Control Plan
 7. Process Mechanical Plan and Section
 8. Preliminary P&ID

9. Building Elevation

- Complete constructability review.
- Prepare Sheet Index and Technical Specifications outline.
- Prepare Class IV Cost Estimates.

8.2 Force Main Preliminary Design

Activities

- Advance FM conceptual design to 30% design level.
- Prepare 30% design plan and profile sheets.
- Prepare typical details to be used for space planning including:
 1. Air Valve Assembly
 2. Drain Valve Assembly
 3. Pig Receiving Station
- Complete constructability review.
- Prepare Sheet Index and Technical Specifications outline.
- Prepare Class III Cost Estimate.

8.3 Outline Project Implementation

Activities

- Identify Stakeholders and communication approach / Public Coordination approach during design and construction.
- Outline coordination requirements with other projects.
- Outline plans to mitigate public impacts.
- Summarize delivery schedule and key issues.
- Identify long-lead procurement for equipment.
- Estimate procurement and construction schedule.
- Project capital cost expenditures.

8.4 Prepare Basis of Design Report

Activities

- Develop draft Basin of Design (BOD) Report with the anticipated major sections:

1. Introduction and Background
 2. Data Collection and Assessment
 3. Preliminary Design Development
 4. Land Use and Environmental Permitting
 5. Pump Station Preliminary Design
 6. Force Main Preliminary Design
 7. Cost Estimating and Capital Outlay
 8. Implementation Plan
- Facilitate WS#3 – Draft BOD Review to discuss WES comments and input prior to finalizing the report.
 - Submit to draft report to Oregon Department of Environmental Quality (DEQ) for review.
 - Prepare final stamped report that incorporates WES and DEQ comments.

Task Deliverables

- Prepare draft Basis of Design Report
- Prepare 30% Plans, Specification Outline, and Class IV Estimate.
- Conduct WS#3 Presentation and prepare meeting notes.
- Prepare final stamped BOD

Assumptions

- Pump Station drawings include:
 1. General Site Plan
 2. Site Piping Plan
 3. One-line Diagram
 4. Electrical Site Plan
 5. Building Plan
 6. HVAC and Odor Control Plan
 7. Process Mechanical Plan and Section
 8. Preliminary P&ID
 9. Building Elevation

- 18 plan and profile Sheets scaled at 1"=20'H and 1"= 5'V will be prepared. 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.
- Existing utilities will be shown in plan view as surveyed but not shown in the profile.
- Draft report sections will be MS Word files for WES to provide edits and comments.

Budget

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

Personnel:

Labor will be invoiced at direct labor with a 3.15 multiplier. Maximum hourly rate is \$250 per hour.

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
Travel, Lodging, and Subsistence	At Cost

Outside Services:

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

Project Schedule

The project milestones listed in Table 1 below are Phase I task included in this scope of work.

Table 1 | Project Schedule

Phase I Schedule (Included in this Contract)	
Notice to Proceed (Assumed)	July 2023
Workshop #1 – PS Concept Design	December 2023
Workshop #2 – FM Concept Design	February 2024
Draft BOD / Workshop #3	June 2024
Final BOD	July 2024

**EXHIBIT B
FEE SCHEDULE**

