

**WORK ORDER - City of Hermiston, Oregon, and Anderson Perry & Associates, Inc.  
South Hermiston Urban Renewal Area (SHURA) Water and Sewer System Improvements - 2024**

---

---

Work Order No. 2022-12  
Date: November 22, 2022

Job No. 736-139  
Billing Group No. 020

---

---

**I. SCOPE OF SERVICES**

In accordance with the AGREEMENT FOR GENERAL ENGINEERING SERVICES dated July 8, 2020, the Owner hereby authorizes the Engineer to perform the following professional engineering services:

Provide engineering and environmental review services for the SHURA Water and Sewer System Improvements - 2024 project as described in the attached Scope of Work and Project Understanding, dated November 22, 2022.

**II. SPECIAL CONDITIONS**

SPECIAL CONDITIONS related to this WORK ORDER are as follows: None.

**III. BASIS OF PAYMENT**

- Time and Materials Basis for Construction Engineering Services, estimated to be \$590,000, and for Environmental Review Services, estimated to be \$15,000; these amounts shall not be exceeded without notification to and approval from the Owner.
- Lump Sum Basis for Design Engineering Services, estimated to be \$496,000.
- Other as described hereafter:

**IV. AUTHORIZATION OF WORK ORDER**

Owner: **City of Hermiston, Oregon**

By: \_\_\_\_\_

Name: Mark Morgan

Title: Assistant City Manager

Acceptance by Engineer: **Anderson Perry & Associates, Inc.**

By: \_\_\_\_\_

Name: Chas Hutchins, P.E.

Title: Treasurer



**SCOPE OF WORK AND PROJECT UNDERSTANDING**  
**November 22, 2022**

**PROJECT UNDERSTANDING**

This Scope of Work (SOW) outlines the project understanding and the tasks that will be performed by Anderson Perry & Associates, Inc. (Engineer) for the SHURA Water and Sewer System Improvements - 2024 project for the City of Hermiston (Owner). This project will consist of four components as listed below:

1. A 2 million gallon (MG) reservoir located approximately 600 feet north of Feedville Road and 0.9 mile west of Feedville Road's intersection with State Highway 207.
2. A water transmission line that runs from the new reservoir site to the existing transmission line between the Regional Water Treatment Plant to the Joseph booster pump station (BPS). The line would run through the proposed Prairie Meadows development. The design will include boring under the Union Pacific Railroad (UPRR) and the A Line Canal in a single bore.
3. Upgrades to the Joseph BPS. These upgrades will involve piping, pressure reducing valves, three new pumps and motors, meters, and electrical and control upgrades.
4. A sewer main line that extends from the edge of the new Prairie Meadows development north to tie in to the Owner's existing sanitary sewer collection system on Gettman Road. The sewer main line design will include a single bore under the UPRR and the A Line Canal, and another bore under the Maxwell Canal.

The following assumptions were made during the development of this SOW:

**ASSUMPTIONS**

- No upgrades to the Joseph BPS building will be needed.
- Land acquisition is not included. The Owner will handle all negotiations related to land acquisition.
- The developer of this area will provide the roadway network so the Engineer can properly place the water transmission line in anticipated right-of-way (ROW).
- A geotechnical report will be needed for the 2 MG reservoir, and a geotechnical investigation will be needed for the State Highway 207 crossing, railroad crossings, and canal crossings.
- The Owner will handle all negotiations with individual property owners for required easements and/or ROW acquisition and any land that needs to be acquired for the project.
- Unrestricted access to the project area is available to complete the work.



## TASK 1 - DESIGN ENGINEERING SERVICES

Upon approval by the Owner for the Engineer to proceed, the Engineer shall provide design services for the project, including the following tasks:

### Project Management and Coordination

The Engineer shall provide project management and coordination of all tasks included in this SOW.

1. Prepare for and hold a pre-design coordination meeting with the Owner to review the project and discuss critical design issues, objectives, needs, schedule, etc.
2. Prepare an initial project schedule and updates as needed.
3. Provide monthly invoices and progress reports.
4. Provide quality assurance and quality control review of all documents.

### Design Engineering

1. Complete a topographic survey of the project area. The topographic survey will include existing utilities, fire hydrants, water meters, valves, manholes, edge of roadways, etc. A utility locate will also be completed.
2. Prepare a 60 percent draft Advertisement for Bids, Instructions to Bidders, and Bidder's Packet (hereinafter referred to as Bidding Documents), and a draft Agreement, Contract Forms, Conditions of the Contract, Technical Specifications, and Drawings (hereinafter referred to as Contract Documents) for the proposed improvements. The Bidding and Contract Documents will be in accordance with the Engineers Joint Contract Documents Committee - 2013 standard documents. A draft cost estimate will also be prepared as part of the draft Bidding and Contract Documents.
3. Prepare 90 percent draft Bidding and Contract Documents for the proposed improvements for review and approval by the Owner, its legal counsel and other advisors as appropriate, and appropriate agencies, if any.
4. Attend design review meetings with the Owner and appropriate agencies at the 60 percent and 90 percent draft stages.
5. Make adjustments as needed for the opinion of probable construction cost and probable total project cost based on the final Bidding and Contract Documents.
6. Prepare and furnish final stamped Bidding and Contract Documents to the Owner and appropriate agencies, if any.

The Design Engineering Services shall be considered complete when the final Bidding and Contract Documents are approved by the Owner and other governmental authorities having jurisdiction.



## TASK 2 - CONSTRUCTION ENGINEERING SERVICES

After acceptance of the Bidding and Contract Documents by the Owner and appropriate agencies and upon authorization by the Owner to proceed, the Engineer shall perform the following tasks:

### Construction Engineering

1. Assist the Owner in advertising and obtaining bids for the work and maintain a record of prospective bidders to whom Bidding and Contract Documents have been issued. The Engineer will attend a pre-bid conference, if held, and answer questions from prospective bidders and suppliers.
2. Issue addenda as appropriate to clarify, correct, or change the Bidding Documents and/or Contract Documents.
3. Consult with the Owner as to the acceptability of the subcontractors, vendors, suppliers, and other persons and entities proposed by Contractors for the portions of the work where acceptability is required by the Bidding and Contract Documents.
4. Attend the bid opening, prepare a bid tabulation, assist the Owner in evaluating bids, and assist in assembling and awarding the contract for the work.
5. After award of the construction contract by the Owner, meet with the Contractor and the Owner in a pre-construction conference to discuss project schedules, procedures, etc.
6. Review and take other appropriate action with respect to Shop Drawings, samples, and other data the Contractor is required to submit. Such action is only to determine conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such review or other action will not extend to means, methods, techniques, sequences, procedures of construction, or safety precautions and programs incident thereto.
7. Receive and review schedules, guarantees, bonds, certificates, other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and other data to be assembled by the Contractor in accordance with the Bidding and Contract Documents.
8. Provide a general engineering review of the work of the Contractor as construction progresses. The Engineer will provide full-time and/or part-time on-site observation as appropriate to review the work, and as approved by the Owner. The Engineer will keep the Owner informed as to any known deviations from the general intent of the Contract Documents or agreements made at the pre-construction conference. Copies of regular Project Observation Reports will be sent to the Owner and the Contractor. The Engineer's undertaking hereunder will not relieve the Contractor of the obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner. The Engineer will not, as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the



Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

9. Keep the Owner informed concerning progress of the work and attend meetings held by the Owner, outside agencies, and the Contractor as they relate to the project.
10. Issue necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
11. Prepare Change Orders for the Owner's approval necessary for the proper completion of the work by the Contractor.
12. Review the Contractor's requests for progress payments and, based on on-site observations by the Engineer and the Owner, recommend the amounts the Contractor should be paid. Such recommendations of payment will constitute the Engineer's representation to the Owner, based on such observations and review that, to the best of the Engineer's knowledge, information, and belief, the work has progressed to the point indicated. In the case of unit price work, the Engineer's recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
13. Prepare and furnish to the Owner one set of reproducible project Record Drawings showing appropriate record information based on project documentation received from the Contractor, the Engineer's site observations, and the Owner's observations. These Drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
14. Following notice from the Contractor that the entire work is ready for its intended use, conduct, along with the Owner, appropriate outside agencies, and the Contractor, a review to determine if the work is substantially complete. If, after considering any objections of the Owner, the Engineer considers the work substantially complete, the Engineer will deliver a Certificate of Substantial Completion to the Owner and the Contractor.
15. In company with the Owner's representatives and appropriate outside agencies, conduct a final inspection to determine if the completed work of the Contractor is acceptable so the Engineer may recommend, in writing, final payment to the Contractor.

The Construction Engineering Services shall be considered complete when the project is accepted by the Owner, and when operation and maintenance materials and Record Drawings have been provided to the Owner.

### **TASK NO. 3 - ENVIRONMENTAL REVIEW SERVICES**

This task includes preparing a cursory environmental review. This will include a desktop review of the project area and potentially affected resources such as wetlands, waterbodies, floodplains, farmland, threatened and endangered species, cultural and historic resources, hazardous materials, recreational areas, land use and zoning, and permitting requirements. A site visit is not included in this work; all reviews will be completed using publicly available databases.



## ADDITIONAL SERVICES

In addition to the foregoing being performed, the following services may be provided by the Engineer when requested by the Owner in writing, as required. If additional services are requested, the scope and fees will be added by amendment to this SOW or under a separate Work Order.

1. If requested by the Owner, the Engineer may assist the Owner with obtaining any additional permits, applications, outside utility services, etc., as necessary for the work. The Owner shall pay all fees associated with any permits and applications including items pertaining to UPRR and U.S. Bureau of Reclamation, if such fees are required. The Engineer shall not be responsible for such fees.
2. Redesign work when requested to do so by the Owner. Such work shall include changes in the design that are beyond the control of the Engineer and/or changes in the Contract Documents after such Contract Documents have been accepted by the Owner.
3. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) a significant amount of defective, neglected, or delayed work by the Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) longer construction time than anticipated, or (5) default by the Contractor.
4. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the project.

## FEE ESTIMATE

1. The estimated fee for “Design Engineering Services” outlined herein is \$496,000, on a lump sum basis.
2. The estimated fee for “Construction Engineering Services” outlined herein is \$590,000, on a time and materials basis, plus direct reimbursable expenses. This amount shall not be exceeded without notification to and approval from the Owner. The estimated fee for “Construction Engineering Services” is included here for budgeting purposes only and is based on an assumed construction time of approximately 450 calendar days.
3. The estimated fee for “Environmental Review Services” outlined herein is \$15,000, on a time and materials basis, plus direct reimbursable expenses. This amount shall not be exceeded without notification to and approval from the Owner.

<https://andersonperry.sharepoint.com/sites/HermistonOR/Projects/736-139 SHURA Water and Sewer Imp/000 Contract-Billing/Work Order 2022-12/WO No. 2022-12 SOW.docx>