



## PERSONAL SERVICES AGREEMENT

### S 1ST STREET & ST. HELENS STREET INTERSECTION IMPROVEMENTS PROJECT NO. R-685A

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Kittelson & Associates, Inc.** (“Contractor”).

#### RECITALS

**A.** On December 5, 2018, the City and Contractor entered into a Personal Service Agreement to evaluate safety and operational concerns at the intersection of S. 1st Street and St. Helens Street and provide improvement options. This contract expired on June 30, 2018.

**B.** The City is in need of personal services for the completion of the S 1st Street and St. Helens Street intersection plans and specifications, and also bid and construction support, and Contractor represents that it is qualified and prepared to provide such services.

**C.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

#### AGREEMENT

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to improvements at the S 1st Street and St. Helens Street intersection, and Contractor accepts such engagement. The principal contact for Contractor shall be Tony Roos, phone (503) 535-7444.

**2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

**3. Term.** Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on June 30, 2023. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties.

Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

**4. Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.

**5. Payment.**

**5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

**5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

**5.3** The City may suspend or withhold payments if Contractor fails to comply with any requirement of this Agreement.

**5.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

**5.5** Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

**6. Document Ownership.** Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an

irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

**7. Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**CITY:** City of St. Helens  
Attn: City Administrator  
265 Strand Street  
St. Helens OR 97051

**CONTRACTOR:** Kittelson & Associates, Inc.  
Attn: Tony Roos  
851 SW 6<sup>th</sup> Ave., Suite 600  
Portland, OR 97204

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

**8. Standard of Care.** Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

## **9. Insurance.**

**9.1** At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

**9.2** All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

**9.3** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.

**9.4** At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

**9.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

## **10. Termination.**

**10.1** Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

**10.1.1** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

**10.1.2** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

**10.1.3** If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

**10.1.4** If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

**10.1.5** If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

## **10.2** Breach of Agreement

**10.2.1** Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

**10.2.2** If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

**10.2.3** Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

**10.2.4** In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

**10.3** Termination for Convenience. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

**11. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

**12. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

**13. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

**14. Indemnification.**

**14.1 Liability of Contractor for Claims Other Than Professional Liability.** For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

**14.2 Liability of Contractor for Claims for Professional Liability.** For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

**14.3** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

**15. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon.

**16. Compliance with Law.**

**16.1** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**16.2** Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

**16.3** Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

**16.4** Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

**16.5** Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

**16.6** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

**16.7** If the Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

**16.8** Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

**16.9** No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

**16.9.1** Either:

**16.9.1.1** For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

**16.9.1.2** For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

**16.9.2** For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

**16.9.3** Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

**16.10** The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

**16.11** All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

**16.12** All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

**16.13** Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

**16.14** Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**16.15** The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

**16.16** If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

**16.17** If this Contract exceeds \$50,000, is not otherwise exempt, and includes

work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

**16.18** Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

**16.19** Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**16.20** Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

**16.21** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

**16.22** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

**16.23** Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

**17. Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

**18. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**19. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties’ partners, successors, executors, administrators and assigns.

**20. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor’s interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

## **21. Mediation/Dispute Resolution**

**21.1** Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

**22. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

**23. Records, Inspection and Audit by the City.**

**23.1** Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

**23.2** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

**23.3** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

**23.4** This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

**24. Force Majeure.** Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

**26. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

**CITY:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: Rick Scholl

Title: Mayor

Date: \_\_\_\_\_

**CONTRACTOR:**

**KITTELSON & ASSOCIATES**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

City Attorney

**ATTACHMENT A**  
**Scope of Work**

Attached

March 2, 2022

Project #: R-685

Sharon Darroux, PMP  
City of St. Helens  
Engineering Manager  
265 Strand Street  
St. Helens, OR 97051

***RE: 1st & St. Helens Intersection Improvements***

Dear Sharon,

Attached is a proposal for transportation engineering and design services associated with proposed intersection improvements at S 1<sup>st</sup> Street and St. Helens Street. Part "A" identifies our proposed services for the project. This scope was developed based on our discussions with you, and our prior planning and traffic analysis work with the City.

I, Caleb Cox, will serve as the Project Manager and Tony Roos will serve as the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

Please review this proposal at your earliest convenience. If the attached Professional Services Agreement is satisfactory, please return a signed copy electronically. A fully executed copy will be returned for your records. Thank you for the opportunity to propose on this project. If you have any questions, please call us at (503) 535-7453.

Sincerely,

**KITTELSON & ASSOCIATES, INC.**

Caleb Cox, PE  
Engineer

Tony Roos, PE  
Principal Engineer

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## PROFESSIONAL SERVICES AGREEMENT

March 2, 2022

Kittelson & Associates, Inc.  
851 SW 6<sup>th</sup> Avenue, Suite 600  
Portland, OR 97204  
503.228.5230 (P)  
503.273.8169 (F)

City of St. Helens with an office at 265 Strand Street, St. Helens OR 97051, hereby enters into this Professional Services Agreement (this “Agreement”) with Kittelson & Associates, Inc. to perform the services as described in this Agreement’s Part “A” - Scope of Work (the “Services”) for the S. 1st & St. Helens Intersection Improvements (the “Project”), subject to all the provisions described in Part “B” Terms and Conditions.

## PROJECT BACKGROUND AND UNDERSTANDING

### Background

In 2014, Kittelson & Associates, Inc. (Kittelson) and GreenWorks, PC (GreenWorks), through a contract with the Oregon Department of Transportation (ODOT), worked with the City of St. Helens to develop a Corridor Master Plan for the US30 & Columbia Blvd./St. Helens St. Corridors. The Master Plan addressed the US 30 corridor, as well as Columbia Boulevard, St. Helens Street and S. 1st Street within the greater Downtown Area, including the Houlton business district and the Riverfront District. Additionally, in June 2019, Kittelson and Greenworks completed the Riverfront Connector Plan which looked at creating a better connection from the City’s downtown area to US-30 to the south. These plans reflect the community’s vision of how these areas should appear and function in the future and include measures for how to implement the plan. The plan focuses primarily on how the major streets and intersections in these areas are designed and improved over time to ensure that vehicles, bicyclists and pedestrians have ready access to local businesses and can travel safely and comfortably within and between these different parts of town.

Historically, Columbia Boulevard and St. Helens Street served as major trucking routes to industries located along the Columbia River and were constructed to accommodate freight vehicles between US 30 and the river industrial area. Over time, the amount of right-of-way needed to accommodate these wide roadways has become unnecessary due to the evolution of local industry and diminished large truck travel needs through the corridor. The wide roadways present challenges for the community in that they create a travel environment that contributes to speeding, requires lengthy pedestrian crossings, and is costly to maintain.

Recently, concern over the safety and operation of the S. 1<sup>st</sup> Street/St. Helens Street intersection has been identified by citizens and City leaders. The intersection is two-lane, two-way stop controlled, with S. 1<sup>st</sup> street as the through movement. On-street parking is allowed on both sides of all streets except for the east side of S. 1<sup>st</sup> Street north of the intersection.

In February of 2019, Kittelson completed an alternatives analysis study at the intersection and proposed adding curb extensions and decorative features to enhance pedestrian safety and visual appeal.

In 2020, Kittelson developed the construction plans for the preferred alternative, a 4-way stop with curb extensions. This work was stopped at the 90% level due to budget constraints and priorities.

In 2021, the City of St. Helens began design work on the S 1<sup>st</sup> and Strand Street Road and Utility Extensions project located approximately 2 blocks south of the S 1<sup>st</sup> Street/St. Helens Street intersection. As a result, the City would like to revisit the previously completed 90% Plans for 1<sup>st</sup> & St. Helens and advance them to a final bid-ready set to include in the S 1<sup>st</sup> and Strand Street Extension bid package.

## Summary of Work

This project will consist of engineering design services to prepare final construction plans based on the previously completed 90% level design plans for new curb extensions, pedestrian crossings, signing, striping, site furnishings, and landscaping at the intersection of S 1<sup>st</sup> Street and St. Helens Street. The project will be broken into the following tasks:

- Task 1.0 Project Management and Coordination
- Task 3.0 Design Services
- Task 4.0 Bidding and Construction Support

## Project Understanding

### Project limits:

- St. Helens Street from S. River Street to S. 2nd Street
- S. 1st Street from Columbia Theater to approximately 250 ft north of St. Helens Street.

### Typical Section:

Existing curb to curb width to be maintained. Striped bike lanes will be added on St Helens Street. Curb extensions will be added at all four corners to decrease pedestrian crossing distance.

### Intersection Treatment:

The intersection will have a single approach lane in each direction and will be all-way stop controlled with S 1<sup>st</sup> Street as the free movement.

**Stormwater and Water Quality Facilities:**

Storm inlets impacted by construction will be moved and reconnected into the existing storm network. Stormwater capacity calculations will not be required as part of this project. The use of rain gardens in the decorative landscaped areas may be considered as part of this project.

**Landscaping:**

The landscaping at each of the curb extensions will be designed to enhance the visual appeal of the intersection. Features recommended in the 1<sup>st</sup> Street & Strand Street Extension Project such as site furnishings, lighting, rain gardens, hardscape, and ornamental landscaping will be incorporated. Any landscaping considered will be low-growth and will maintain the best possible visual clearance and sight distance at the intersection. Considerations will be made for ease of maintenance, aesthetics, and survivability. Additionally, wayfinding signage as recommended in the Riverfront Connector Plan will be included on the project.

**Lighting:**

Design and construction of decorative lighting at the intersection, powered by Columbia River PUD.

**Gateway Treatment**

A space and footings for the future gateway poles or arch will be shown on the plans with power stubbed to the future location. No gateway treatments or footing design will be included with this phase of the project.

**Pavement:**

Pavement will match the adjacent development pavement design.

**Right-of-Way and Easements:**

It is assumed that there will be no impacts to rights-of-way.

## **PART A - SCOPE OF WORK**

### **Task 1.0 Project Management and Coordination**

#### **1.1 Project Management**

- Prepare monthly invoices and progress reports. Consultant assumes a 2-month timeframe for design to be completed, and another 9 months for the project to be bid and constructed.

## 1.2 Project Coordination

The proposed approach to project coordination and management is to hold project meetings with key project team members and representatives from the City of St. Helens during the design phase. The Project Management Team (PMT) will direct all meetings either in person or via phone conference and provide direction to the rest of the team as the project progress.

- Conduct up to two (2) PMT coordination meetings (2 hours each) following key design submittal dates.
- Prepare an agenda for each meeting.
- Provide a summary of each meeting capturing key issues, decisions, and action items.
- Conduct Bi-weekly project status calls with the City (30 minutes each).

### Task 1 Deliverables

- Monthly invoices and progress reports
- Up to two (2) meeting agendas and summaries

## Task 2.0 Design Services

### 2.1 Final Design (90% & 100% Submittals)

Consultant and the City shall coordinate to prepare plans, specifications, and a construction cost estimate (“PS&E”) for the construction of curb extensions and associated improvements at the intersection of S. 1<sup>st</sup> Street and St. Helens Street.

All plans and specifications must conform to City of St. Helens, Manual on Uniform Traffic Control Devices (“MUTCD”), and National Electric Code (“NEC”) standards as applicable.

Plans and specifications shall include designing pedestrian ramps to meet current ADA/PROWAG standards, in accordance with applicable ODOT standard drawings.

The Consultant shall prepare plan sheets according to the following table:

**Table 1: Sheet Counts**

| Name of Sheet               | Scale | Estimated # of Sheets | 95% Submittal | Final Submittal |
|-----------------------------|-------|-----------------------|---------------|-----------------|
| Title Sheets/Survey Control | N/A   | 2                     | X             | X               |
| Typical Sections            | N/A   | 1                     | X             | X               |
| Details                     | N/A   | 3                     | X             | X               |

|  |            |   |   |   |
|--|------------|---|---|---|
| Roadway & Stormwater Plans                   | 1" = 20'   | 1 | X | X |
| Detailed Curb Ramp Layout Plans              | 1" = 5'    | 4 | X | X |
| Illumination Plans                           | 1"=20'     | 3 | X | X |
| Signing and Striping Plans                   | 1" = 40'   | 3 | X | X |
| Planting Plan (GreenWorks)                   | 1/16" = 1' | 1 | X | X |
| Irrigation Plan (GreenWorks)                 | 1/16" = 1' | 2 | X | X |
| Irrigation and Planting Details (GreenWorks) | N/A        | 2 | X | X |

**2.2 Final PS&E Package**

This task includes preparation of the Final PS&E package for bidding purposes. The final plans, Special Provisions, and construction cost estimate shall incorporate all revisions agreed to and documented in the 90% PS&E Comment Log. Consultant will review and edit specifications prepared by OTAK for the 1<sup>st</sup> & Strand project.

City will review final plan sheets and note any final revisions needed prior to preparation and submittal of Professional of Record (POR)-signed Final Plans within 2 weeks of receipt of documents from Consultant. Consultant shall incorporate final revisions into POR-signed Final Plans.

**2.3 Street Lighting Design**

Consultant shall integrate conduit plans from CRPUD to show the power source and stubs to proposed lights and future gateway treatment.

**Task 2.0 Deliverables:**

- 90% PS&E Submittal (PDF)
- 100% PS&E Submittal (PDF)
- Final Signed PS&E (PDF)

**Task 3.0 Bidding and Construction Support**

**3.1 Bid Support**

Consultant shall assist the City as directed during the bidding process, limited to the total person-hours itemized in the fee proposal which shall not be exceeded unless modified by contract amendment. Scope includes, but is not limited to:

- Respond to bidder's questions to clarify intentions of design documents.
- Prepare text of any addenda determined to be necessary by the City.
- Prepare plan modification details for use in addenda.
- Coordinate with City for bid approval

### 3.2 Construction Support

Provide construction assistance to the City during the construction stage of the project including:

- Visit site periodically and as requested by City staff and/or contractor to review construction progress, answer questions, and help resolve in-field design decisions. Assumes up to four (4) site visits.
- Verify that all curb ramps meet ADA standards after forms are set before concrete is poured.
- Prepare written field observation reports for every visit to project site.
- Prepare design modification details as necessary because of different conditions encountered during construction (assume 1 revision).
- Respond to RFI's by the Contractor and prepare plan revisions as necessary and required within 72 hours of receipt (assumes 5 RFI's)
- Review submittals and/or shop drawings (assume 10 submittals)
- Attend one (1) walk-through with City staff prior to final acceptance by the City. Prepare a punch list based on walkthrough.

The scope of Construction Support is limited to the hours shown in the attached budget and does not include full-time inspection services.

### 3.3 As-Built Plans and Project Closeout

- Prepare as-built drawings for the project (one full size set on opaque Mylar, PDF, and .dwg CAD files). As-built drawings will be based on the redline set provided by the contractor and will incorporate changes to the design by work change directive or RFI. The as-built drawings will not be stamped.
- Prepare project close-out documents.
  - Test Results submitted by the contractor.
  - Completed ADA Curb Ramp Inspection forms utilizing ODOT template curb ramp inspection forms.

#### Task 3 Deliverables:

- Bid Addendum documentation and revisions
- Submittal Review Responses
- RFI Responses
- Field inspection reports
- As-Built Plans & Closeout Documents
- ODOT ADA Curb Ramp Inspection Forms

### **Reimbursable Expenses:**

The following reimbursable budget estimate is based on our experience with this project type and the governing agencies. It is an estimate only. Additional budget may be necessary to complete the project.

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. Vehicle mileage is reimbursed at the current IRS rate for project related travel.

The following project related expenses are reimbursed at cost:

- Copy and Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage

### **ASSUMPTIONS**

The Consultant Design Team has made the following assumptions related to this project.

- All permits and application fees will be paid by the City of St. Helens, or as a reimbursable expense.
- Work outside the right-of-way will not be needed to complete the project
- Construction Survey staking will be provided by the contractor
- Full-time inspection services are not included.

### **CITY'S RESPONSIBILITIES**

The City will:

- Coordinate the relationship with adjacent property owners and with the general public.
- Actively participate in design review and decision making to maintain the project schedule.

**ATTACHMENT B  
INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

| TYPE OF INSURANCE                            | LIMITS OF LIABILITY   |   | REQUIRED FOR THIS CONTRACT |
|--|---|---|----------------------------|
| <b>General Liability</b>                     | Each occurrence   | \$1,000,000   | YES                        |
|  | General Aggregate   | \$2,000,000   |                            |
|  | Products/Comp Ops Aggregate   | \$2,000,000   |                            |
|  | Personal and Advertising Injury   | \$1,000,000<br>w/umbrella or<br>\$1,500,000<br>w/o umbrella |                            |
| Please indicate if Claims Made or Occurrence |   |   |                            |
| <b>Automobile Liability</b>                  | Combined Single – covering any vehicle used on City business  | \$2,000,000   | YES                        |
| <b>Workers' Compensation</b>                 | Per Oregon State Statutes<br>If workers compensation is not applicable please initial here _____. State the reason it is not applicable:<br>_____ |   | YES                        |
| <b>Professional Liability</b>                | Per occurrence  | \$500,000<br>or per contract                                | YES                        |
|  | Annual Aggregate  | \$500,000<br>or per contract                                |                            |

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:

City Administrator  
City of St. Helens  
265 Strand Street  
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Agreement have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Agreement. Such certificates and/or binders must be delivered prior to commencement of the Services.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>USI Insurance Services NW PR<br>601 Union Street, Suite 1000<br>Seattle, WA 98101 | <b>CONTACT NAME:</b> Please See Below:<br><b>PHONE (A/C, No, Ext):</b> 206 441-6300<br><b>E-MAIL ADDRESS:</b> Seattle.PLCertRequest@usi.com  | <b>FAX (A/C, No):</b> 610-362-8530 |                               |        |                                       |       |  |       |  |       |             |  |             |  |             |
|--|--|------------------------------------|-------------------------------|--------|---------------------------------------|-------|--|-------|--|-------|-------------|--|-------------|--|-------------|
|  | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B : Allmerica Financial Benefit Ins. Co.</td> <td>41840</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> |                                    | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Hanover Insurance Company | 22292 | INSURER B : Allmerica Financial Benefit Ins. Co. | 41840 | INSURER C : XL Specialty Insurance Company | 37885 | INSURER D : |  | INSURER E : |  | INSURER F : |
| INSURER(S) AFFORDING COVERAGE  | NAIC #   |                                    |                               |        |                                       |       |  |       |  |       |             |  |             |  |             |
| INSURER A : Hanover Insurance Company  | 22292  |                                    |                               |        |                                       |       |  |       |  |       |             |  |             |  |             |
| INSURER B : Allmerica Financial Benefit Ins. Co.   | 41840  |                                    |                               |        |                                       |       |  |       |  |       |             |  |             |  |             |
| INSURER C : XL Specialty Insurance Company   | 37885  |                                    |                               |        |                                       |       |  |       |  |       |             |  |             |  |             |
| INSURER D :  |  |                                    |                               |        |                                       |       |  |       |  |       |             |  |             |  |             |
| INSURER E :  |  |                                    |                               |        |                                       |       |  |       |  |       |             |  |             |  |             |
| INSURER F :  |  |                                    |                               |        |                                       |       |  |       |  |       |             |  |             |  |             |
| <b>INSURED</b><br>Kittelson & Associates, Inc.<br>851 SW 6th Avenue, Suite 600<br>Portland, OR 97204 |  |                                    |                               |        |                                       |       |  |       |  |       |             |  |             |  |             |

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER                 | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|-------------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Stop Gap<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | ZD2D78128003                  | 01/01/2022              | 01/01/2023              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>Stop Gap/EL \$1,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY  | X         | X        | AW2D78128704                  | 01/01/2022              | 01/01/2023              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$0   | X         | X        | UH2D78128103<br>(Follow Form) | 01/01/2022              | 01/01/2023              | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | X        | WM2D78128903                  | 01/01/2022              | 01/01/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000   |
| C        | Professional Liability<br>Incl. Pollution   |           | X        | DPR9987381                    | 01/01/2022              | 01/01/2023              | \$5,000,000 per claim<br>\$5,000,000 annl aggr.  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**\*\*Please Note:** The limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by contract.\*\*  
 RE: KAI PN #23544, #235440.000 - 1st & St. Helens Intersection Improvements (Project #R-685, Phase II).  
 The General Liability and Automobile Liability policies include an automatic Additional Insured (See Attached Descriptions)

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>City of St. Helens<br>Attn: City Administrator<br>P.O. Box 278<br>Saint Helens, OR 97051 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

## DESCRIPTIONS (Continued from Page 1)

endorsement that provides Additional Insured status to City of St. Helens, Its officers, employees and agents, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contain a special endorsement with Primary wording, when required by written contract. The General Liability and Automobile Liability policies provides a Waiver of Subrogation when required by written contract. The Umbrella Liability policy follows form of underlying liability. The General Liability, Automobile Liability and Workers Compensation policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

**ATTACHMENT C**  
**Terms of Compensation**

Attached

Project Budget Form

Project Name: 1st & St. Helens Final Design & Construction Support  
 Project Manager: Caleb Cox  
 KAI Project Number: 235440.000  
 Date: Mar 02, 2022

LABOR ESTIMATE - 1st & St. Helens Final Design & Constr

| Task       | Notes                                      | Staff | Kittelson  |            |                 |                | Greenworks |                        |                       |                     | SUBTASK/<br>TASK HOURS | SUBTASK/<br>TASK COST |          |
|------------|--|-------|------------|------------|-----------------|----------------|------------|------------------------|-----------------------|---------------------|------------------------|-----------------------|----------|
|            |  |       | Roos, Tony | Cox, Caleb | Cullimore, Brad | Kauffman, Alec | Principal  | Landscape Designer III | Landscape Designer II | Project Assistant 3 |                        |                       |          |
|            |  |       | AMR        | CEC        | BSC             | ACK            |            |                        |                       |                     |                        |                       |          |
| <b>001</b> | <b>Project Management and Coordination</b> |       |            |            |                 |                |            |                        |                       |                     |                        |                       |          |
|            | Project Management                         |       | 2          | 8          |                 |                |            |                        |                       |                     |                        | 10                    | \$1,531  |
|            | Project Coordination                       |       | 10         | 16         |                 |                |            | 4                      |                       |                     |                        | 30                    | \$4,989  |
|            | Reimbursable Expense                       |       |            |            |                 |                |            |                        |                       |                     |                        |                       | \$94     |
|            | Task #001 - Subtotal                       |       | 12         | 24         | 0               | 0              | 0          | 4                      | 0                     | 0                   |                        | 40                    | \$6,614  |
| <b>002</b> | <b>Design Services</b>                     |       |            |            |                 |                |            |                        |                       |                     |                        |                       |          |
|            | Final Design (95% & 100% Submittals)       |       |            |            |                 |                |            |                        |                       |                     |                        | 0                     | \$0      |
|            | Title Sheets/Index/General Notes           |       | 0.25       |            | 1               |                |            |                        |                       |                     |                        | 1.25                  | \$162    |
|            | Details                                    |       | 0.25       |            | 0.5             |                |            |                        |                       |                     |                        | 0.75                  | \$111    |
|            | Detailed Curb Ramp Layout Plans            |       | 1          | 4          |                 |                |            |                        |                       |                     |                        | 5                     | \$766    |
|            | Roadway & Stormwater Plans                 |       | 1          | 4          |                 |                |            |                        |                       |                     |                        | 5                     | \$766    |
|            | Signing & Striping Plans                   |       | 0.5        | 2          | 4               |                |            |                        |                       |                     |                        | 6.5                   | \$795    |
|            | Landscaping Plans                          |       | 1          |            |                 |                | 4          | 8                      | 20                    | 2                   |                        | 35                    | \$4,384  |
|            | Illumination Plans                         |       | 1          | 4          |                 |                |            |                        |                       |                     |                        | 5                     | \$766    |
|            | Specification Review                       |       | 2          |            |                 |                |            |                        |                       |                     |                        | 2                     | \$473    |
|            | Cost Estimates                             |       | 0.5        | 2          |                 | 4              |            |                        |                       |                     |                        | 6.5                   | \$826    |
|            | Reimbursable Expense                       |       |            |            |                 |                |            |                        |                       |                     |                        |                       | \$0      |
|            | Task #002 - Subtotal                       |       | 7.5        | 16         | 5.5             | 4              | 4          | 8                      | 20                    | 2                   |                        | 67                    | \$9,048  |
| <b>004</b> | <b>Bidding &amp; Construction Support</b>  |       |            |            |                 |                |            |                        |                       |                     |                        |                       |          |
|            | Bid Support                                |       | 4          | 4          |                 |                |            |                        | 2                     |                     |                        | 10                    | \$1,729  |
|            | Construction Support                       |       | 24         | 40         |                 | 24             |            | 16                     |                       |                     |                        | 104                   | \$15,652 |
|            | As-Built Plans and Project Closeout        |       | 0.5        | 4          | 4               |                |            | 4                      |                       |                     |                        | 12.5                  | \$1,566  |
|            | Reimbursable Expense                       |       |            |            |                 |                |            |                        |                       |                     |                        |                       | \$784    |
|            | Task #004 - Subtotal                       |       | 28.5       | 48         | 4               | 24             | 0          | 22                     | 0                     | 0                   |                        | 126.5                 | \$19,731 |
|            | TOTAL HOURS                                |       | 48         | 88         | 9.5             | 28             | 4          | 34                     | 20                    | 2                   |                        |                       |          |
|            | LABOR RATE                                 |       | \$236.62   | \$132.28   | \$103.06        | \$110.76       | \$198.00   | \$126.50               | \$104.50              | \$126.50            |                        |                       |          |
|            | LABOR COST                                 |       | \$11,358   | \$11,641   | \$979           | \$3,101        | \$792      | \$4,301                | \$2,090               | \$253               |                        | 234                   | \$34,515 |

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

|                             |                 |
|-----------------------------|-----------------|
| <b>TOTAL REIMBURSABLES</b>  | <b>\$878</b>    |
| <b>TOTAL KAI FEES</b>       | <b>\$35,392</b> |
| <b>TOTAL SUB FEES</b>       | <b>\$0</b>      |
| <b>TOTAL PROJECT BUDGET</b> | <b>\$35,392</b> |

## Project Budget Form - Reimbursables

Project Name: 1st & St. Helens Final Design & Construction Support  
 Project Manager: Caleb Cox  
 Project Number: 235440.000

Reimbursables Multiplier: 1.00

**TOTAL REIMBURSABLES      \$878**

**Task**

| <b>001 Project Management and Coordination</b> |          |   |           |       |             |
|--|----------|---|-----------|-------|-------------|
| Reimbursable Item                              | Quantity | Notes   | Unit Cost | Units | Cost        |
| Mileage  | 160      | Two 40-mile trips (PMT coordination meetings) | \$0.585   | mile  | \$94        |
|  |          |   |           |       | <b>\$94</b> |

| <b>003 Bidding &amp; Construction Support</b> |          |  |           |       |              |
|---|----------|--|-----------|-------|--------------|
| Reimbursable Item                             | Quantity | Notes  | Unit Cost | Units | Cost         |
| Mileage                                       | 400      | Five 40-mile trips (PMT coordination meetings) | \$0.585   | mile  | \$234        |
| Asbuilt Mylar                                 | 22       | Mylar prints                                   | \$25.00   | Sheet | \$550        |
|   |          |  |           |       | <b>\$784</b> |



**City of St. Helens**  
**1st & St. Helens Rate Schedule**  
*As of January 2022*

| <b>Classification</b>              | <b>Hourly Rate</b> | <b>Overhead @ 203.54%</b> | <b>Profit @ 12%</b> | <b>Hourly Billing Rate*</b> |
|------------------------------------|--------------------|---------------------------|---------------------|-----------------------------|
| Senior Principal Engineer/Planner  | \$78.65            | \$160.09                  | \$28.65             | \$267.39                    |
| Principal Engineer/Planner         | \$66.53            | \$135.41                  | \$24.23             | \$226.17                    |
| <i>Tony Roos</i>                   | \$69.60            | \$141.66                  | \$25.35             | \$236.62                    |
| Associate Engineer/Planner         | \$58.14            | \$118.34                  | \$21.18             | \$197.66                    |
| Senior Engineer/Planner            | \$47.71            | \$97.10                   | \$17.38             | \$162.18                    |
| Engineer/Planner                   | \$38.83            | \$79.03                   | \$14.14             | \$132.01                    |
| <i>Caleb Cox</i>                   | \$38.91            | \$79.20                   | \$14.17             | \$132.28                    |
| Transportation Analyst             | \$32.12            | \$65.37                   | \$11.70             | \$109.19                    |
| <i>Alec Kauffman</i>               | \$32.58            | \$66.31                   | \$11.87             | \$110.76                    |
| Technician I                       | \$28.46            | \$57.93                   | \$10.37             | \$96.76                     |
| Technician II                      | \$34.79            | \$70.80                   | \$12.67             | \$118.26                    |
| Senior Technician                  | \$40.08            | \$81.58                   | \$14.60             | \$136.26                    |
| Associate Technician               | \$48.39            | \$98.48                   | \$17.62             | \$164.49                    |
| Office Support                     | \$20.41            | \$41.53                   | \$7.43              | \$69.37                     |
| Data Analyst / Software Technician | \$35.95            | \$73.17                   | \$13.09             | \$122.22                    |
| Data Scientist/Developer           | \$49.74            | \$101.24                  | \$18.12             | \$169.10                    |
| Senior Data Scientist/Developer    | \$61.11            | \$124.38                  | \$22.26             | \$207.75                    |

\* Average classification rates by category are shown above along with actual rates for key personnel. Actual wage rates will be invoiced, overhead and profit will be locked for the duration of the contract.

2022 Private Rates  
GreenWorks PC

|                                      |                 |
|--------------------------------------|-----------------|
| <b>PRINCIPAL /TECHNICAL DIRECTOR</b> | <b>\$198.00</b> |
| <b>ASSOCIATE PRINCIPAL / LA IV</b>   | <b>\$181.50</b> |
| <b>ASSOCIATE PRINCIPAL / PM</b>      | <b>\$165.00</b> |
| <b>LANDSCAPE ARCHITECT IV</b>        | <b>\$170.50</b> |
| <b>LANDSCAPE ARCHITECT III</b>       | <b>\$154.00</b> |
| <b>SENIOR PROJECT MANAGER/LA III</b> | <b>\$143.00</b> |
| <b>LANDSCAPE ARCHITECT II</b>        | <b>\$132.00</b> |
| <b>LANDSCAPE DESIGNER III</b>        | <b>\$126.50</b> |
| <b>LANDSCAPE DESIGNER II</b>         | <b>\$104.50</b> |
| <b>LANDSCAPE DESIGNER I</b>          | <b>\$93.50</b>  |
| <b>PROJECT ASSISTANT</b>             | <b>\$88.00</b>  |
| <b>PROJECT ASSISTANT II</b>          | <b>\$104.50</b> |
| <b>PROJECT ASSISTANT III</b>         | <b>\$126.50</b> |

Effective 7/1/2021 – 6/30/2022