Personal Service Agreement

# WASTEWATER COLLECTION SYSTEM CAPACITY IMPROVEMENTS

## Professional Engineering Design Services


Consor
One SW Columbia Street, Suite 170
Portland, OR 97204
(503) 225 - 9010

City of St. Helens
265 Strand Street
St. Helens, OR 97051
(503) 397-6272

# Personal Services Agreement

## WASTEWATER COLLECTION SYSTEM CAPACITY IMPROVEMENTS

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 **Consor North America, Inc.** ("Contractor").

**RECITALS**

**A.** The City is in need of consulting services for engineering, planning, surveying, design, construction documents development, bidding and construction administration services for the capacity improvements to the City's sanitary sewer mains in Sanitary Sewer Basins 4, 5, and 6, and Contractor represents that it is qualified and prepared to provide such services.

**B.** 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 the engineering, planning, surveying, design, construction documents development, bidding and construction administration services for the capacity improvements to the City's sanitary sewer mains in Sanitary Sewer Basins 4, 5, and 6, and Contractor accepts such engagement. The principal contact for Contractor shall be William S. Evonuk, P.E., phone (503) 709-7180 .

**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 and Exhibit 1 for General Engineering Consultant Services.

**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 December 31, 2025. 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:** Consor North America, Inc.
Attn: William S.Evonuk, P.E.
One SW Columbia Street
Suite 1700
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, but only to the extent, 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. Notwithstanding the foregoing, in no event shall Contractor's obligations under this Indemnification section extend to the proportionate share of fault of any indemnified party.

**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 to the extent 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 ssubcontractor.

**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** SECTION DELETED.

**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 279B.020;

**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 statues, 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. [Business License No. _____00425_____ ]

**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 disenabled, 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 disenabled 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: _____

Title: _____

Date:_____

**CONTRACTOR:**

CONSOR NORTH AMERICA, INC.

Signature: William S. Eronuk

Print: William S. Eronuk

Title: Principal Engineer

Date: 2/12/2024

**APPROVED AS TO FORM:**

By:_____
City Attorney

# Exhibit 1 General Engineering Consulting Services

The following Exhibit for General Engineering Consulting Services is hereby incorporated into this Personal Services Agreement:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1. Engineer recognizes the relationship of mutual trust and confidence established between it and the City by this Agreement, and agrees to furnish at all times an adequate supply of personnel to perform the services in the best and most expeditious and economical manner consistent with the interests of the City, it being specifically understood that Engineer shall perform all services required to be performed hereunder in accordance with, as applicable, generally accepted engineering or architectural standards of care and practices for similar projects.

2. Engineer shall exercise a high degree of care, diligence, skill and judgment in the rendering of all services under this Agreement which shall be no less than that exercised by engineers performing work for projects of a size, scope and complexity similar to this Project.

3. Engineer shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services it furnishes, as well as of any subconsultants, and by any principal, officer, employee and agents of it or any subconsultant.

4. Engineer shall not employ any subconsultant or subcontractor without the City's approval, in its sole discretion. Engineer shall bind each and every approved subconsultant to the terms stated herein and shall require the proper qualification of any such subconsultant. Engineer hereby affirms that it shall be responsible for the acts, errors and omissions of its subconsultants and shall fully indemnify, defend and save harmless the City, its agents and employees from any and all claims, judgments, losses, damages and expenses by third parties which may arise on account of the acts, errors or omissions of services rendered by Engineer's subconsultants. Engineer shall furnish a copy of this Agreement to any such subconsultant. No subconsultant shall have any rights as against the City.

ARTICLE 2 BASIC SERVICES

1. Engineer shall utilize Target Value Design throughout the design process to ensure design decisions are made within the context of cost and value to the City.

2. Engineer and City shall jointly establish a written schedule for performance of Engineer's services for the Project prior to the start of Work. The schedule shall be in form and level of detail as required by City. Engineer shall routinely reevaluate the

established schedule and promptly notify the City in writing of any actual or anticipated deviation of Engineer's services from the schedule. Any adjustments to the established time schedule shall be allowed only when approved in writing by the City. Engineer shall provide revised time schedules when so approved.

## ARTICLE 3 PRELIMINARY ENGINEERING

1. Preliminary Engineering phase may include review and validation of previous engineering, documents, concept development, alternatives analysis, and site reconnaissance to support preliminary engineering efforts, as further specified in the Scope of Work. Preliminary Engineering may also include initiation of research, studies, and alternatives analysis deemed necessary to support concept design as detailed in the Scope of Work.

2. The Engineer shall schedule and conduct meetings with the City and any other necessary individuals or entities to discuss and review the Scope of Work to establish Engineer’s preliminary evaluation of the Project and to provide any and all preliminary engineering required to design the Project, as detailed in the Scope of Work, to be necessary to complete preliminary engineering for the Project. The Engineer shall not complete any technical analysis or evaluation without written approval from the City unless such analysis or evaluation is specifically authorized in the Scope of Work.

3. Preliminary Engineering shall result in a written report from the Engineer to the City for review.

4. The City will review the Engineer’s written report and, if acceptable, provide the Engineer with written consent to proceed. If the City does not provide written consent to proceed, the Engineer shall continue Preliminary Engineering unless otherwise directed by the City. The consent to proceed may include the City’s direction on what documents the Engineer will prepare in the Construction Document Development phase. The consent to proceed will not be understood to modify the Scope of Work unless the City and the Engineer execute a Change Order or the City issues a Change Directive specifically identifying the change to the Scope of Work.

## ARTICLE 4 CONSTRUCTION DOCUMENTS

1. Development and review of the Construction Documents including drawings, specifications and any required supplementals may include, pursuant to the written direction of the City:

   (a) Site plans, studies, plan alignments and profiles, utility plans, gradings plans, demolition plans and details as requested;

   (b) 30%, 60%, 90%, and/or 100% PS&E documents; Updated schedule, including proposed design milestones; dates for receiving additional information from, or for

work to be completed by, the City; and dates of periodic design review sessions with the City;

(c) Outline specifications or sufficient drawing notes describing construction materials; and

(d) Comprehensive written estimate of the cost to construct the Project based upon the current Design Development documents. Such written estimates must be submitted with the respective Design Development documents.

2. Construction Documents must establish the quality levels of materials required, and must be consistent with the project documents, including but not limited to the Scope of Work, and Preliminary Engineering, unless otherwise disclosed in writing, and must include all items necessary for the proper execution and completion of the Work and reasonably inferable from the project documents, including but not limited to the Scope of Work, as being necessary to produce the indicated results.

3. Before completion of the Construction Documents for the Work, the City and the Engineer will perform an internal review of the Construction Documents, particularly in regard to critical issues relating to scope, quality, and budget. The Engineer shall deliver to the City three hard copies, including full-sized plan drawings, and one electronic PDF copy, of the Construction Documents for the Work.

4. Engineer shall prepare and submit to the City for review a list of required Contractor submittals, including material and shop drawings and equipment submittals, that Engineer recommends be included in the Construction Contract.

5. Engineer shall propose and prepare bid alternates to provide reasonable assurance that the City will be able to award a construction contract that does not exceed the project budget. Work and items approved by the City shall be included in the bid alternate category. The number of alternates shall be kept to a minimum.

ARTICLE 5 BIDDING PHASE

1. In preparing the Construction Documents, the Engineer shall, in consultation with the City, prepare the necessary bidding information and bidding forms. The City shall provide the contract which shall include the City's General Conditions, with Amendments, Special Conditions, and standard forms. The Engineer shall ensure that the subsequent divisions of the Construction Documents are consistent therewith.

2. Engineer shall attend pre-bid conference, prepare addenda for distribution, prepare tabulation of bidders, attend the bid opening, and generally assist the City in managing the bid process as requested.

3. Engineer shall participate with The City in evaluation of the bids.

ARTICLE 6 CONSTRUCTION PHASE

1. Engineer's responsibility to provide services for the Construction Phase shall commence upon award of the Construction Contract.

2. Engineer shall attend the preconstruction meeting, prepare and distribute meeting agenda, as requested, and generally assist the City at the preconstruction meeting.

3. Engineer shall, in consultation with the City, provide administration of the Construction Contract as set forth below and in the Agreement. In administering the Construction Contract, Engineer shall, among other services:

   (a) Issue instructions to Contractor with such reasonable promptness so as not to cause a delay in the work after appropriate consultation with the City's representative.

   (b) Render interpretations of the requirements of the Contract Documents necessary for the proper execution or progress of the Work with such reasonable promptness so as not to cause a delay in the Work.

   (c) Provide to the City copies of all written communications of any kind or nature whatsoever that Engineer provides to Contractor. Such copies shall be provided to the City at the same time such communication is provided to Contractor.

   (d) Review, approve or otherwise take appropriate action upon Contractor's submittals, including field questions, shop drawings and submittals of materials, equipment, tests and inspections. Engineer's action shall be taken with such reasonable promptness so as to cause no delay in the Work.

   (e) Prepare necessary documents for changes in the Work including revision drawings, cost estimates and reasons for change, and secure, analyze, and recommend disposition of proposals from Contractor for changes in the Work. Review of Contractor's proposals shall be written and include a detailed analysis of Contractor's cost breakdown and a recommendation thereon.

   (f) Work with the City and Contractor to ensure that all costs for construction work required by all authorized changes to the Construction Contract and all schedule of value costs reported on the Contractor’s Applications for Payment accurately reflect the Work, and that Engineer will incorporate all such costs into a design tracking cost model.

   (g) Visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents.

   (h) Participate in Project progress meetings, and require Engineer's major subconsultants to do likewise, as applicable. Engineer shall require its other subconsultants to conduct site observations, as required, to adequately observe the Work they designed and attend progress meetings as mutually agreed by the City and Engineer.

(i) Engineer shall keep project meeting minutes and shall submit to the City site observation reports for each site visit. Project meeting minutes and observation reports shall be transmitted to the City and Contractor. Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and except as otherwise provided in this Agreement, shall not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents.

(j) Engineer shall at all times endeavor to discover and guard the City against defects and deficiencies in the Work of Contractor, but it is understood that Engineer does not guarantee the performance of Contractor. Engineer shall promptly advise the City of Work which does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, Engineer shall advise the City of the need for special inspection or testing of any Work. Engineer may authorize, subject to the prior approval of the City, such special testing or inspection in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed. If requested by the City, Engineer shall review billings submitted to The City by the special inspection and testing services.

(k) Engineer shall have authority to reject Work which does not conform to the Contract Documents. Engineer shall advise City’s Representative that work should be stopped when such stoppage may, in Engineer's reasonable opinion, be necessary to ensure the proper execution of the Work.

## ARTICLE 7 ENGINEER’S ESTIMATES OF CONSTRUCTION COSTS

1. Engineer does not guarantee any estimate of the construction cost prepared by the Engineer nor assume responsibility for predicting cost fluctuations due to economic or market conditions or a shortage of bidders on the Project; however, cost estimates shall represent the Engineer's best judgment as a design professional familiar with the construction industry, of the cost.

2. Engineer's estimates at each phase shall correlate with the plans and specifications and shall have sufficient detail and clarity required for the City's review. A review by the City shall not relieve Engineer of any responsibility for the completeness, quality, and accuracy of the estimates.

## ARTICLE 8 QUALITY ASSURANCE

1. Engineer shall provide in writing to the City for review and approval, a program controlling quality assurance activities. Quality Assurance ("QA") shall encompass all planned and systematic activities necessary to ensure that the Project will perform as intended in service, meet the program requirements, and comply with terms of this Agreement. As a minimum, the QA program shall meet the following requirements:

(a) Engineer's QA program shall cover activities affecting quality performed by Engineer for the City. Engineer shall include in all subconsultants' contracts the QA requirements defined herein. The QA program shall be implemented upon the issuance of Authorization to Proceed and continue for the duration of activities covered by this program.

(b) Engineer shall submit one electronic PDF copy of Engineer's QA program for the City's review and approval before or concurrent with the first monthly request for payment.

(c) Engineer shall provide the City access to activities and records affecting quality for the purpose of audits to confirm implementation of the QA program for the Work. Engineer shall maintain QA records identifiable, legible, and retrievable for the duration of the Project. QA records will be turned over to the City upon completion of the Work.

(d) All elements of the plans, specifications, reports, studies, and estimates shall be checked by the Engineer and such checks shall be made by persons other than those preparing the materials and by professional personnel trained in that specific discipline with the intent to:

i. Determine the completeness and accuracy of the product delivered by the Engineer.

ii. Avoid change orders to construction contracts which are caused by conflicts, ambiguities, inaccuracies, errors, omissions, and deficiencies in and between the construction plans and specifications.

(e) Engineer's QA program shall include at least the following activities:

i. Specific methodology that will be used to cross-check plans and specifications of the various disciplines to one another and for completeness and accuracy

ii. Checklist of items that will be researched during the on-site investigation

iii. Maintenance of an "Exception to Project Requirements List" which shall include all items that are at variance with the project requirements including the City’s Design Standards.

iv. A system for tracking and documenting all changes to the Project.

2. The City shall not be billed for nor shall pay for any revisions to plans and specifications that could have been reasonably been anticipated or discovered due to design errors or omissions in the project documents, or due to negligence or lack of attention to detail originating from poor design or field work.

3. Engineer shall, without additional compensation, promptly correct and revise any errors or deficiencies in any reports, design, drawings, specifications, and other services, or in any portion of any services performed or service provided hereunder and for any portion of any work performed or service provided by any of the Engineer's subconsultants which deviate from the standard of care set forth in this Exhibit. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials.

# EXHIBIT 2
# Required Federal Contract Clauses
# and Reference Exhibits

## Required Federal Contract Clauses

Use for **Non**-Construction Contracts Where the Grant Award **Exceeds** $100,000

1. Source of Funds

   "Work under this contract will be funded Choose an item. with federal grant funds from the Oregon Community Development Block Grant program."

2. Conflict of Interest

   No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is $10,000 or more*)

   Before the final payment to Contractor is made, Contractor shall submit Exhibit 5B "Minority, Women and Emerging Small Business Activity Report".

5. Prohibition on the Use of Federal Funds for Lobbying

   As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

### Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed (Contractor) Wallis S. E

Title/Firm Principal Engineer / Consor North America, Inc.

Date 2/12/2024

# Conflict of Interest
## 24 Code of Federal Regulations Part 570.489(h)

The following text is from the federal rules for the state Community Development Block Grant program at 24 Code of Federal Regulations Part 570.489(h).

Conflict of interest.

(1) *Applicability.*

(i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub recipients, the conflict of interest provisions in paragraph (g)*of this section shall apply.

(ii) In all cases not governed by paragraph (g)*of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub recipients, to individuals, businesses and other private entities.

(2) *Conflicts prohibited*.

Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(3) *Persons covered*.

The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds.

(4) *Exceptions: Thresholds requirements*.

Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.

(5) *Factors to be considered for exceptions*.

In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project, which would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;

(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

# Activity Report
# Minority Women and Emerging Small Business

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of $10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts / subcontracts of less than $10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing.

A Section 3 contractor / subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

# Activity Report
# Explanation of Codes

**1. Grantee:** Enter the name of the unit of government submitting this report.

**3. Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract / subcontract data.

**7a. Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

**7b. Amount of Contract / Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number was provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

**7c. Type of Trade:** Enter the numeric codes (see table below) which best indicates the contractor's / subcontractor's service. If subcontractor ID number was provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education / training activities.

**7d. Business Racial / Ethnic Code:** Enter the numeric code (see table below) which indicates the racial / ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial / ethnic category, enter the code that seems most appropriate. If the subcontractor ID number was provided, the code would apply to the subcontractor and not to the prime contractor.

**7e. Woman Owned Business:** Enter Yes or No.

**7f. Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract / subcontract awarded.

**7g. Section 3 Contractor:** Enter Yes or No.

**7h. Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

**7i. Section 3 Contractor:** Enter Yes or No.

**7j. Contractor / Subcontractor Name and Address:** Enter this information for each firm receiving contract / subcontract activity only one time on each report for each firm.

| 1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency | 2. Location (City, State, ZIP Code) |
|---|---|

| 3a. Name of Contact Person | 3b. Phone Number (Including Area Code) | 6. Date Submitted |
|---|---|---|

See Explanation of Codes below

| 7a. | 7b. | 7c. | 7d. | 7e. | 7f. | 7g. | 7h. | 7i. | 7j. Name | 7j. Street | 7j. City | 7j. State | 7j. Zip Code |
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**7c. Type of Trade Codes:**

1 = New Construction
2 = Education/Training
3 = Other

**7d. Racial / Ethnic Codes:**

1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian / Pacific Americans
6 = Hasidic Jews

# Attachment A Scope of Work

# EXHIBIT A

# SCOPE OF WORK
# Wastewater Collection System Capacity Improvements
# Engineering Design Services Price Proposal
# The City of St. Helens

## Background

An update to the City of St. Helen's (City) Wastewater Master Plan (WWMP) was adopted in November 2021 and is the first complete study carried out on the City's entire sanitary sewer collection system since 1989, when the population was 7,500 people. The study revealed the majority of the City's public sewer system is undersized for the then-current flows observed and is inadequate to safely convey flows due to the increased flows from continuing population growth without the corresponding system upgrades and from continuing inflow and infiltration (I/I) into the sewer system, both of which greatly increases the risk of sanitary sewer overflows in the collection system.

The intent of the Wastewater Collection System Capacity Improvements project is to upsize sanitary sewer mains in the Middle Trunk (Sewer Basin 4), the Interceptor (Sewer Basin 5), and the South Trunk (Sewer Basin 6) which will be capable of conveying anticipated peak hour flows, and that will improve capacity, reduce Sanitary Sewer Overflows (SSOs), create system reliability and resiliency, and foster continued development in the City's urban growth boundary (UGB).

## General Assumptions

The following assumptions apply to the scope of work and fee estimate. Specific task-related assumptions are included below.

- The City will provide CCTV of the existing sewers to be upsized.
- Basin 4 and 6 Improvements are as shown in the RFP.
- Basin 5 improvements, if needed, will be bid as a separate construction contract. Data collection and assessments will be completed to inform the Basin 5 hydraulic model updates to determine if Basin 5 improvements are required.
- Property acquisition will be completed by the City.
- Permitting and plan review fees will be paid directly by the City and are not included.

# Scope of Services

The Consultant will perform the following services.

## Task 1 - Project Management and Coordination

### Objective

Provide overall leadership and team strategic guidance aligned with City 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

#### *1.1 Project Administration*

- Manage and coordinate with design team, including subconsultants, through bi-weekly virtual meetings.
- Monitor and manage the activities of the project with respect to budget, schedule, and contractual obligations.

#### *1.2 Kick-Off Meeting*

- Consultant shall initiate the project kickoff meeting, prepare an agenda for the kickoff, and invite the necessary attendees. The project kickoff meeting will be held in person at the St. Helens City Hall.
- Kickoff meeting will develop project goals, vision, objectives, and criteria. The meeting will outline project management approach, identify roles and responsibilities, and confirm project scope and schedule. The Consultant shall prepare and distribute meeting summary notes following kickoff.

#### *1.3 Project Meetings*

- Consultant shall set up a schedule for regular project meetings between the Consultant and City personnel to review project progress, discuss project challenges and findings, conduct staff interviews, as needed, and review design progress. Regular project meetings are assumed to be every two weeks.
- Consultant shall lead design review workshops with the City following each milestone design submittal. Design workshops will be scheduled following review comments submitted by the City.
- The purpose of project meetings will be to review major comments, discuss important design considerations, review the schedule, discuss permitting status, and set action items. In general, design review workshops are expected to take place virtually.
- Consultant shall prepare all project related agendas and meeting summary notes with other supporting information. Meeting agendas shall be emailed to the City's Project Manager at least two (2) business days prior to a meeting. Meeting summary notes shall be provided within three (3) business days following a meeting.
- The City anticipates a minimum of one project meeting, video conference, and/or conference call per month.

### *1.4 Public Meetings*

Consultant shall participate in public meetings, including one City Council Work Session Meeting, one City Council Regular Session Meeting, and one public informational meeting. An estimated total of up to three public meetings for the project is anticipated. Meetings will be attended by the PIC, Project Manager, and Lead Design Engineer, and Public Outreach Coordinator as needed.

### *1.5 Quality Assurance and Quality Control*

- Consultant shall conduct internal Quality Assurance and Quality Control and follow-up with technical experts during the course of the project to maintain a high level of service. Consultant shall prepare and submit a QA/QC plan for the project.

- Commitment to design quality includes:

    - Completeness, accuracy, and integrity of contract documents assured by a thorough constructability quality assurance program. Documents must be comprehensive, clearly detailed, and well-coordinated across trades.

    - Design must reflect a clear understanding of City facility operations, maintenance practices and project goals.

    - Design must reflect a cost-effective design approach incorporating life-cycle analysis in the selection of materials and systems.

### *1.6 Invoices/Status Reports*

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly project status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

## Task Deliverables

- Meeting agendas, presentation, and review materials.
- Project schedule updates.
- Meeting minutes.
- Consultant shall deliver to the City a monthly invoice and project status report covering:
    - Work on the project performed during the previous month.
    - Meetings attended.
    - Problems encountered and actions taken for their resolution.
    - Potential impacts to submittal dates, budget shortfalls or optional services.
    - Budget expenditure summary.

- Issues requiring project team action.

- QA/QC Plan.

## Assumptions

- Consultant assumes a Notice to Proceed date by January 2023.
- Consultant assumes up to 40 one-hour virtual meetings through the design phase with the Consultant's Project Manager, Lead Design Engineer, environmental permitting consultant (as needed), and the City Project Manager.
- Consultant assumes four (4) virtual design review meetings with the Consultant's Project Manager, Lead Design Engineer, City Project Manager, and other City staff.
- Project duration for design phase will be 18 months; therefore, it is assumed that there will be up to 18 progress payments/status reports.
- The Kickoff meeting will be attended by the Consultant's Principal-in-Charge (PIC), Project Manager, Lead Design Engineer, and the lead survey, geotechnical, and environmental subconsultants.

# Task 2 – Data Collection and Review of Existing System

## Objective

To collect and review background information of the City's wastewater system.

## Activities

### *2.1 Data Collection and Review of Existing System*

- Consultant shall submit a Request for Information (RFI) for data that will assist in the preparation of the Work to the City's Project Manager. This will include, but not be limited to:
  - Wastewater master plans and studies.
  - Sewer system maps, as-built drawings, construction drawings.
  - GIS base maps and sewer system files.
  - Flow monitoring and modeling data.
  - Pump station data.
  - O&M records for leaks, repairs, and replacement.
  - Current operational and maintenance procedures.
  - Topography maps.
  - CCTV of existing sanitary sewers within the project area.

- Review recommended sizing and alignment of sanitary sewer main, laterals, and structures and identify potential conflicts.

### Task Deliverables

- Request for information.

### Assumptions

- City will provide to Consultant the data identified in Activity 2.1 within ten (10) working days of initial request.

## Task 3 – Survey and Easement Acquisition

### Objective

Survey existing conditions and develop a base map for use in design. Obtain easements for new sewers located on private property.

### Activities

*3.1 Survey*

- Establish survey control and field locate existing property/right-of-way monuments within the limits of survey, review existing right-of-way records (i.e., surveys, plats, deeds and right-of-way maps) and determine right-of-way locations from the above information. Lot lines along right-of-way will not be resolved. The above work shall be performed by or under the direct supervision of a Professional Land Surveyor registered in the State of Oregon.

- Topographic survey work will include field survey of existing above ground features (i.e., edge of pavement, buildings, improvements, trees, utilities, etc.) as well as elevations with one-foot contour intervals. Survey the below ground utilities from one-call locate paint marks and existing as-built maps, manhole dips, etc. Prepare traffic control plans and obtain right-of-way permits for survey activities from the County, ODOT, and railroad. Prepare an existing conditions base map using the above data, more specifically described below:

    - Locating existing property corner monuments of record.
    - Establishing property lines, right-of-way lines, and easements.
    - Elevating site to City approved vertical datum (NAVD88).
    - Establishing NAD 83 2011 State Plane Coordinates.
    - Coordinating public and private utility locates.
    - Providing notice to adjoining property owners.
    - Provide orthorectified aerial imagery throughout the project limits.
    - Field tying:

- Above ground located utilities (e.g., sanitary, storm, water, gas, power, communications).
- Hard surfaces (e.g., curb, sidewalk, concrete, asphalt, driveway drops, ramps).
- Utility poles, light poles, and signs.
- Trees 6-inch diameter at breast height and greater.
- Fences, buildings, eaves, walls, and significant landscaping.
- Wetland and/or water flagging.

### *3.2 Prepare Easement Descriptions and Exhibits*

Prepare easement documents including legal descriptions and exhibits for permanent utility and temporary construction easements. This task assumes the need to obtain easements from up to three parcels. Each description will be dated and stamped by a land surveyor licensed in the State of Oregon. Exhibits will be prepared on 8 1/2" x 11" paper showing area of easement.

### *3.3 Easement Acquisition (CONTINGENCY TASK)*

Right-of way/easement activities shall confirm to the standards contained in the Uniform Act of 1970 and amendments, Oregon State Law and the City of St. Helens policies and procedures.

It is assumed that right of way acquisition will be required from up to three properties.

Appraisals/Appraisal Review

Consultant shall use Oregon state-certified appraisers. Consultant shall provide one real estate appraisal for each ownership from which a property interest is to be acquired. Real estate appraisals shall conform to the standards contained in the USPAP (Uniform Standards of Professional Appraisal Practice, and Oregon State Laws. Consultant shall provide not fewer than 15 days written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on any inspection of the property for appraisal purposes.

Consultant shall provide an appraisal review for each appraisal. The appraisal review will be conducted by another certified appraiser.

Acquisition

Consultant shall conduct negotiations, on behalf of the City, for right-of-way acquisition in accordance with the applicable State and Federal law, and the City's policies and procedures.

Consultants shall compile and/or prepare all essential documents to be submitted to owners and tenants as required. The Contractor shall make all offers in person or by certified mail.

Consultant shall provide property owners with:

- A complete copy of the valuation information used to determine compensation.

- A written notice as part of the offer that they have a minimum of 40 days to accept or reject the offer, as per state law.

Property owners who are considering a donation must be informed in writing of their right to just compensation. The owner will sign the donation form indicating their waiver of their rights if they elect to donate.

Consultant shall prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:

- Efforts to achieve amicable settlements.
- Owners' suggestions for changes in plans.
- Responses to owners' counterproposals.

Consultant shall make every reasonable effort to acquire the easements expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the property owner believes is relevant to determining the value of the property. Consultant shall conduct negotiations for acquisition of real property in accordance with applicable State and Federal law.

Consultant will assist in clearing interests from title that are deemed necessary by the City.

## Task Deliverables

- Existing Conditions Map showing surveyed items in PDF and AutoCAD format.
- One-Call utility location tickets.
- Easement descriptions and exhibits.
- Real estate appraisals and appraisal reviews.
- Completed negotiation files with sewer easements for recording for each acquisition.

## Assumptions

- Pre- and Post-Construction Records of survey are not required.
- Construction staking services are not included.
- Consultant will acquire title reports to be used for easement mapping purposes for properties as necessary to support project needs. Up to ten title reports will be acquired.
- No specialty reports will be required for performing appraisals.
- No expert witness fees for trial preparation and testimony are included in the easement acquisition scope.
- No relocation activity is anticipated as part of the easement acquisitions.
- The City will pay closing costs easement acquisitions.

# Task 4 – Geotechnical Investigations

## Objective

Collect geotechnical data to support design and construction.

## Activities

### *4.1 Geotechnical Investigations*

- Conduct and prepare a complete geotechnical report necessary to complete the objectives of the Project, including but not limited to, locating, and performing testing borings and preparing boring logs at project sites.
- Perform a site reconnaissance along the alignments to observe current conditions and evaluate access of the site for exploration equipment. Field exploration locations will be marked in the field at the time of the site reconnaissance.
- Prepare a geotechnical exploration plan, which will describe the specific exploration methods (drilling methods, sampling types, sampling intervals, etc.), exploration depths and locations that will be performed.
- Explore the alignment with a combination of borings and cone penetration tests (CPTs). Explorations are generally proposed to be 5-feet below the existing invert of the pipe. If shallow bedrock is encountered at the boring locations, then the rock will be drilled or cored to the proposed exploration depth. If shallow bedrock is encountered at the CPT locations, then the CPT will be pushed until practical refusal is identified (which is anticipated to be at the rock contact). Explorations include 20 borings, 13 CPTs, and 11 piezometers to monitor groundwater level.
- Perform laboratory testing for compression strength and corrosion potential.
- Prepare a Geotechnical Engineering Report (GER) to summarize the geologic review, site reconnaissance, relevant historical explorations, current subsurface explorations, engineering analyses, design recommendations, and construction considerations.
- Make recommendations regarding site and subgrade preparation, backfilling, and grading.
- Provide construction considerations related to earthwork, temporary excavation, shoring, and conceptual dewatering considerations.

## Task Deliverables

- Proposed geotechnical testing location plan/map.
- Geotechnical Report.

## Assumptions

- Drilling and sampling can be performed between hours of 8:00AM and 4:30PM.
- Soils will not be contaminated and can be disposed of at a facility that accepts clean fill.
- Consultant will obtain permits for drilling in the public right-of-way.

- A minimum of two (2) groundwater measurements will be obtained in each piezometer.
- Slope stability analysis is not included in the scope and fee.
- Rights of entry to private property will be obtained by the City.

# Task 5 – Permitting

## Objective

Obtain the required permits and environmental review approvals for construction of the project.

## Activities

### *5.1 Access Permits*

Consultant shall obtain necessary access permits for the project. Consultant shall coordinate with agencies, prepare permit applications and supporting documentation, submit permit applications on behalf of the City, and obtain permits. Anticipated access permits and approvals include:

- DEQ Wastewater Project Approval
- Oregon Department of Transportation (ODOT) ROW Access Permit
- Portland-Western Railroad Access Permit
- DEQ 1200-C Stormwater Permit

### *5.2 State Environmental Review Preparation and Coordination*

This project will need to complete all required documentation as outlined in the State Environmental Review Process (SERP) Guide. This will include demonstrating compliance with the following eight federal cross-cutting authorities: Historic and Cultural Resources, Protection of Wetlands, Floodplain Management, Farmland Protection Policy Act, Coastal Zone Management Act, Wild and Scenic Rivers Act, Clear Air Act, and Safe Drinking Water Act (the Endangered Species Act (ESA) is addressed under a separate task). Consultant shall:

- Complete the Categorical Exclusion (CE) Candidate Project Packet forms to facilitate informal consultation on possible natural resource impacts with the cross-cutting authorities. Forms will include a description of project site conditions, discussion of proposed project activities, and potential construction alternatives that have been identified to avoid and/or minimize resource impacts.
- Prepare required mapping and documentation to show compliance with the cross-cutting authorities.
- Submit an off-site Wetland Determination Request to the Oregon Department of State Lands (DSL).
- Coordinate directly with federal cross-cutting authorities, and/or assist the City with their coordination with the required federal cross-cutting authorities.
- Determine if the project triggers any extraordinary circumstances.

- Prepare brief summary memoranda discussing research and coordination results for each cross-cutter, and any identified mitigation measures required.

- Submit completed compliance documentation directly to the DEQ Project Officer, and/or assist the City with the submittal of the required SERP documentation.

Based on earlier meetings, it is anticipated that this project could qualify for the CE track following submittal of the required SERP documentation, and that a full Environmental Assessment will not be required. If a full Environmental Assessment is determined to be necessary by DEQ, a contract amendment will be required to cover the additional services.

### *5.3 Wetland and Waters Delineation Fieldwork and Report (CONTINGENCY TASK)*

It is anticipated that the DSL will determine that a delineation is needed during the Wetland Determination Request process based on the presence of wetlands, waters, and hydric soils within the project limits. Consultant shall conduct a wetland and waters delineation to demarcate the jurisdictional boundaries of resources identified within the project area limits. Resource limits will be flagged in the field and surveyed.

Upon completion of the site visits, Consultant will prepare a Wetland and Waters Delineation Report to document fieldwork results, which will meet the requirements of the current Oregon Administrative Rules (OAR) for wetland delineation reports and jurisdictional determinations (OAR 141-090-0035), including the preparation of the required wetland and waters delineation maps. A copy of a draft report will be submitted to the City for review and comment prior to submittal to DSL for concurrence. The report will also be submitted to the US Army Corps of Engineers (USACE) along with an Approved Jurisdictional Determination (AJD) request form to determine if the wetlands and waters identified are jurisdictional waters of the US (WOTUS) under the current rules. This task includes coordination with DSL and/or USACE to facilitate their review and approval of the delineation report. If necessary, this will include one (1) post-submittal site visit with agency staff.

### *5.4 Agency Coordination*

Consultant shall also coordinate with applicable regulatory agencies, stakeholders, material and equipment suppliers, etc. The Consultant shall prepare a matrix during the preliminary design that identifies all the needed permits, their fees, and their approval timelines. The Consultant shall prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction.

### *5.5 ESA Documentation and Coordination*

Demonstrating compliance with the ESA and Magnuson-Steven Fishery Conservation Act will require an analysis and determination of effects for the project. Consultant shall conduct desktop research to identify US Fish & Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) listed species that have the potential to be present within the project area. The Consultant shall prepare the required Biological Evaluation consistent with the SERP Guide, that includes, at minimum, the following information.

- Required cover letter addressed to the Environmental Protection Agency.

- Project location map and detailed project description.

- Discussion of the ESA-listed species with the potential to be present, including a description of their habitat requirements, and copies of mapped critical habitats, if applicable.

- Analysis of project impacts on ESA-listed species, designated critical habitat, and essential fish habitat (EFH).
- Determination of effects for ESA-listed species, designated critical habitat, and EFH.

A copy of the draft Biological Evaluation will be provided to the City for review and comment. Consultant will then incorporate necessary changes and compile the final Biological Evaluation. Consultant shall submit the Biological Evaluation to the DEQ Project Officer and provide post-submittal coordination. Due to the varied nature of this post-submittal coordination, it is assumed that Consultant shall spend no more than eight (8) hours of coordination time consisting of virtual meetings, emails, and phone calls. This scope also includes additional time to supplement the Biological Evaluation per requests from the federal cross-cutting authorities, not to exceed forty (40) hours.

It is assumed that this project will either result in a No Effect Determination or a May Affect/Not Likely to Adversely Affect and that no formal consultation will need to be initiated. If it is determined that the project May Affect/Likely Adversely Affect ESA-listed species, designated critical habitat, or EFH, an amendment may be required to cover additional needed services.

### *5.6 Desktop Review and Field Reconnaissance*

Compliance with the National Historic Preservation Act and Archeological and Historic Preservation Act will be required for this project to complete the SERP. It is anticipated that showing compliance with these federal cross-cutters will require the completion of a desktop review and field reconnaissance for historic and cultural resources. Consultant shall:

- Conduct a records search with the Oregon State Historic Preservation Office (SHPO) archeological database to identify previous reports and other records associated with the project location and broader vicinity.
- Examine historic maps and records to identify possible past uses of and impacts to the project location.
- Conduct supplemental background research which would include a focused review of the literature and environmental history, prehistory, Native peoples, and historical development of the project location for contextual background.
- Conduct a reconnaissance level survey to document baseline conditions and identify areas where a subsurface survey may be necessary.
- Prepare a technical memorandum to document the results and recommendations for further field investigations, if needed.
- This task assumes the following:
    - A systematic pedestrian survey will not be needed.
    - No resources will need to be documented.

### *5.7 Floodplain Management Documentation and Coordination (CONTINGENCY TASK)*

If the project will result in construction activities within the Federal Emergency Management Agency's (FEMA) 100-year floodplain, additional coordination and documentation will be required. Per early

coordination with DEQ staff, the SERP Guide does not provide guidance that is consistent with current floodplain cross-cutter requirements, and indicated that following the US Department of Housing and Urban Development's (HUD) 8-Step Decision-Making Process for projects with floodplain impacts will help ensure that sufficient information is provided. Consultant shall:

- Coordinate with the City project manager to prepare the required Early Notice to notify the public that the proposed project will result in floodplain impacts. The notification will be published in a local newspaper, if applicable, or posted on the post-office bulletin board for 15 days, postmarking the notice at posting and removal.
- Prepare a Floodplain Management Memorandum documenting the results of the 8-Step Decision-Making Process, including:
    - Determination of whether the action is located in a 100-year floodplain and whether existing exemptions apply.
    - Identification and evaluation of practicable alternatives, including alternative sites outside the floodplain and the "no action" option.
    - Identification of any adverse and beneficial impacts, including direct and indirect support of other floodplain development that might result from the project. This will include an analysis of the natural environment, social concerns, economic aspects, and legal consideration factors.
    - Identification and evaluation of methods to mitigate adverse impacts, including ways to minimize the impacts identified and restore and preserve the beneficial functions and values served by the floodplain.
    - Re-evaluation of alternatives in light of the information gained during the analysis to determine if the proposed project is still practicable.
- Coordinate with the City PM to ensure that the project is implemented as proposed and appropriate mitigation is provided.

### *5.8 Local Land Use Permitting*

Based on preliminary research, it is anticipated that the following local permits/approvals will be necessary for this project: Site Development Review, Sensitive Lands, and Floodplain Development. To ensure that all local permits are obtained for this project, the following tasks will be completed.

- Set up and prepare for a Pre-Application Meeting with the City's Planning Department. Services include:
    - Complete preliminary Code research.
    - Preparation of a letter addressed to City staff, including a list of questions regarding applicable approval criteria and procedures, a pre-application form, and the required fee for the meeting (provided by Client).
    - Submit the pre-application meeting request package to the City.
    - Participation in the pre-application meeting.

- Follow-up on various matters with the City.

- Land use planning services will be provided to prepare and submit the necessary applications for approval of the proposed wastewater improvements. The preparation of applications will include the following:
  - Completing the required City application forms.
  - Producing a written project narrative addressing relevant Community Development Code provisions.
  - Coordinating to obtain other necessary application materials.

- The above-listed materials, together with the preliminary plans, will be compiled, organized, dated, and prepared with a cover sheet and table of contents. A draft copy of the application package will be provided to the Client for review and comment along with a request for the Client to sign the City Application Forms and provide the application fee. Upon receiving Client comments, signed original City Application Forms, and the application fee, the following tasks will be performed:
  - The application package will be updated, finalized, and copies will be made.
  - The application will be submitted to the City's Planning Department for processing.
  - Status updates will be provided to the City project manager at appropriate intervals, including during the application completeness determination process, after the public comment period, prior to issuance of the staff report, and prior to any hearings based on coordination with Planning staff.
  - A draft copy of the Planning staff report will be requested. If provided, it will be reviewed with the City's project manager for potential conflicts with the project goals. Any requested revisions will be provided to City Planning Staff.
  - The Final Notice of Decision will be reviewed.

### *5.9 DSL/USACE/DEQ Permitting (CONTINGENCY TASK)*

If the project will result in impacts to DSL/USACE jurisdictional waters, including wetlands, Consultant shall complete the following tasks:

- Prepare a draft and final Joint Permit Application with all required supporting documentation, including SLOPES V compliance documentation.

- It is assumed that a Preliminary Site Restoration Plan will be required as one of the permit figures to document the restoration of temporarily impacted wetlands and/or waters, and that the restoration will only include reseeding (i.e., no woody vegetation).

- It is assumed that no permanent impacts to wetlands or non-wetland waters will occur during construction. Therefore, no functional assessments will be required.

- Prepare all required DEQ forms and coordinate with the City project manager to set up a Your DEQ Online (YDO) account for the project. Consultant shall upload all required DEQ documentation to YDO in preparation for City submittal.

### *5.10 Cultural Resources Survey (CONTINGENCY TASK)*

If the results of the "Desktop Review and Field Reconnaissance" recommend further field investigations, a cultural resources survey will be required. Consultant shall:

- Apply for and obtain a SHPO archeological permit for exploratory probes on public land.
- Conduct an archaeological survey of the project area. The survey will entail pedestrian survey of the undeveloped/unpaved portions of the project area, including the excavation of a maximum of 15 shovel probes, and a windshield survey of the developed areas.
- Perform laboratory analysis of collected artifacts and prepare collection for permanent curation.
- Prepare a technical report to include appropriate resource forms.
- This contingency task assumes the following:
    - A maximum of one small archaeological resource (10 artifacts or less) will be identified.
    - A maximum of 10 artifacts will be collected from public land (no artifacts will be collected from private land).
    - The project will not directly impact any historic resources of the built environment.
    - No evaluative site testing or construction monitoring will be required.

### *5.11 Arborist Services (CONTINGENCY TASK)*

Tree Inventory

- Perform a visual evaluation of all trees 6" diameter at breast height (DBH) or greater shown on the Existing Conditions Plan. The visual evaluation will include tree DBH, species, health rating, structure rating and comments on overall condition.
- Prepare a Detailed Inventory Spreadsheet that includes the tree survey number and all the information described above for each tree.

Preliminary Tree Protection Plan

- Prepare a Preliminary Tree Protection Plan to be included in land use document submittal, which includes:
    - Detailed Inventory Spreadsheet.
    - Trees to be removed and preserved.
    - Location and material of tree protection fencing.
    - Recommended construction methods within the tree protection area.

- Detailed tree protection, pruning, removal, etc. notes.
- Specifications to be employed before, during, and after construction.

- A draft preliminary Tree Protection Plan will be provided to the Client for review and comment. The fee for this task assumes one round of revisions to the draft preliminary plan.

90% Design Tree Protection Plan

- Further develop the Preliminary Tree Protection plan to prepare a 90% Design Tree Protection Plan.
  - A draft 90% Design Tree Protection Plan will be provided to the Client for review and comment. The fee for this task assumes one round of revisions to the draft 90% Design Tree Protection Plan.

Final Design Tree Protection Plan

- Further develop the 90% Tree Protection Plan to prepare a Final Design Tree Protection Plan for construction document submittal.
  - A draft Final Design Tree Protection Plan will be provided to the Client for review and comment. The fee for this task assumes one round of revisions to the draft Final Design Tree Protection Plan for Client comments.

## Task Deliverables

- Permitting Schedule.
- State Environmental Review Process compliance documentation.
- Wetland and Waters Delineation report.
- ESA Biological Evaluation.
- Cultural Resources Technical Memorandum
- Floodplain Management Memorandum

## Assumptions

- Landscape Site Restoration Plans will not be required.
- If additional local land use permits are identified during the Pre-Application Meeting, an amendment will be required to cover the additional services.
- One (1) consolidated land use application will be prepared to cover all local land use permits covered under this contract.
- Local land use permitting services do not include continuances, local appeals, or appeals to the Oregon State Land Use Board of Appeals (LUBA).
- City will be responsible for public outreach for the land use permitting, if determined to be necessary. The City will furnish public outreach materials for the land use permitting and provide a summary of participant feedback to the project team in a timely manner.

- The City's land use application will not include resolution of any non-conforming development issues on properties affected by the planned improvements.
- Tree removal permitting, through a state or local process, is not included. If required, the Arborist Services contingency task will need to be released.

# Task 6 – Utility Coordination

## Objective

Coordinate with utilities to identify potential utility conflicts and relocate impacted utilities prior to construction.

## Activities

### *6.1 Impact Assessment and Notifications*

Consultant shall identify utilities within the project limits and determine possible conflicts with the proposed project. Consultant shall:

- Develop a utility contact information list and mail project information letters to utility companies involved to explain the nature of the work.
- Provide project preliminary plans to each utility.
- Maintain a record of correspondence with utility companies.
- Obtain utility-provided as-built information and comparing with project base-mapping, field verify the location of utility facilities.
- Identify design conflicts (conflicts to be identified on plan sheets) and develop an itemized conflict list.
- Issue conflict notices to impacted utilities.

### *6.2 Coordinate and Review Utility Relocation Designs*

Consultant shall coordinate with private utilities to resolve utility conflicts and finalize utility relocation requirements as appropriate. Affected utilities will be responsible for developing their relocation designs. Consultant shall review each utility's relocation plans and proposed schedule, provide written comments, and issue approval. Consultant shall provide up to two (2) design review iterations per utility.

### *6.3 Utility Coordination Meetings*

Consultant shall coordinate, attend, and conduct a group utility meeting to discuss preliminary plans, identify potential utility conflicts to be resolved, and discuss the project schedule. Consultant shall coordinate and attend up to five follow-up on-site meetings with individual utilities to discuss relocation plans.

## Task Deliverables

- Utility contact list.
- Utility conflict plan sheets and spreadsheet.

- Conflict notices to each affected utility.
- Reviewed utility relocation plans with comments and recommendations.
- Meeting agendas and summary notes.

## Assumptions

- City of St. Helens has water, storm, and wastewater facilities in the project area.

# Task 7 – Design

## Objective

Complete the design to allow the City to put the Wastewater Capacity Improvements project out to bid.

## Activities

### *7.1 Update Basin 5 Hydraulic Model*

Provide recommended flow monitor locations to evaluate Basin 4 improvements impact to Basin 5 flows. Develop and submit a Flow Monitoring Plan Memorandum for City review and approval. Subconsultant to perform flow monitoring in accordance with Flow Monitoring Plan Memorandum. Subconsultant to provide finalized data for use in model evaluation at end of monitoring period.

Load collected rainfall data during flow monitoring period in the existing WWMP hydraulic model and compare model results with collected flow monitoring data. Create a model scenario to evaluate the impacts of Basin 4 Improvements on flows in Basin 5. Update existing WWMP hydraulic model with survey data collected in Basin 5 as part of the project. Develop Basin 5 Improvement design flow criteria accounting for Basin 4 Improvements completion. Prepare a summary draft technical memorandum documenting flow monitoring plan and updated Basin 5 Improvements model evaluation for review by the City.

### *7.2 Target Value Design (TVD) Study*

Consultant shall conduct a TVD Study for the project and present alternatives and findings to City at a TVD workshop with recommendations. The TVD workshop is expected to take place in person. Prior to the workshop, the City shall provide Consultant with cost, schedule, and other targets it wants to stay within so Consultant can prepare options to discuss at the workshop that will aim to meet those targets.

### *7.3 – 7.6 30%, 60%, 90%, and 100% Design*

Work under this task includes the preparation of final plans, technical specifications, and Engineer's Opinion of Probable Construction Costs (OPCC) for the project. These efforts will be completed in an incremental approach to the 30%, 60%, and 90% level, allowing for City input and comment as the designs are developed and completed, prior to submittal of final designs. Work includes:

- Consultant shall produce 30% conceptual plans, specifications, and estimate (PS&E), 60% intermediate PS&E, 90% final PS&E, and 100% PS&E submittal packages for City to review.
- Consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in 24"x36" size and shall be signed by the Engineer in responsible charge licensed in the State of Oregon.
- Plans shall be drawn using AutoCAD 2023 or more recent version.

- Design documents will include the following:

  **Construction Drawings** – See Table 1 below.

  **Construction Specifications** – Technical specifications covering the materials and construction for the work included in the Construction Drawings.

  **Contract (Front-End) Documents** – Front-end documents necessary for bidding by the City, including Bid Schedule.

  **Engineer's OPCC** – Summary of construction item quantities based on the 90% Design and estimated unit prices for developing an OPCC commensurate with 90% Design level.

Table 1 | Drawing Submittal Matrix

| SHEET NAME[1] | SHEET COUNT | MILESTONE SUBMITTAL | | | |
|---|---|---|---|---|---|
| | | 30% | 60% | 90% | 100% |
| **GENERAL** | | | | | |
| Cover and Title[2] | 2 | X | X | X | X |
| Symbols, Abbreviations, and Legend[2] | 2 | X | X | X | X |
| General Notes[2] | 2 | | X | X | X |
| Project Overview Map and Survey Control[2] | 2 | X | X | X | X |
| General Erosion Control Notes and Details[2] | 4 | | | X | X |
| General Traffic Control Notes and Details[2] | 4 | | | X | X |
| Project Overview Map and Survey Control[2] | 2 | X | X | X | X |
| **CIVIL DRAWINGS** | | | | | |
| Basin 4 Plan & Profile[3] | 10 | X | X | X | X |
| Basin 4 Details | 4 | | | X | X |
| Basin 5 Plan & Profile[3] | 10 | X | X | X | X |
| Basin 5 Details | 4 | | | X | X |
| Basin 6 Plan & Profile[3] | 21 | X | X | X | X |
| Basin 6 Hwy 30 / PNWR Crossing | 2 | X | X | X | X |
| Basin 6 Details | 6 | | | X | X |
| **EROSION CONTROL** | | | | | |
| Basin 4 Erosion Control Plans[4] | 6 | | X | X | X |
| Basin 5 Erosion Control Plans[4] | 6 | | X | X | X |
| Basin 6 Erosion Control Plans[4] | 10 | | X | X | X |
| **TRAFFIC CONTROL** | | | | | |
| Basin 4 Traffic Control Plans[4] | 6 | | X | X | X |
| Basin 5 Traffic Control Plans[4] | 6 | | X | X | X |
| Basin 6 Traffic Control Plans[4] | 10 | | X | X | X |
| **TOTAL SHEETS** | **119** | **41** | **101** | **119** | **119** |

Notes:

- 1. Construction drawings will be prepared on 24" x 36" sheets.
- 2. Two sets of General sheets will be prepared. One for Basin 4 and Basin 6 improvements and one for Basin 5 improvements.
- 3. Plan views will be drawn to 1" = 20' horizontal scale. Profile views will be drawn to 1" = 5' scale.
- 4. Erosion control and traffic control plans will be drawn to 1" = 50' horizontal scale. Traffic control plans also include intersection plans along higher traffic roads such as Sykes Road, Gable Road, Plymouth St, Old Portland Road, and Hwy 30.

## Task Deliverables

- Flow monitoring plan.
- Draft and final Basin 5 model update technical memorandum.
- TVD Workshop Report.
- 30%, 60%, 90%, and 100% PS&E submittals in electronic (PDF, AutoCAD, Word and Excel) format.
- Letter report and comment log summarizing review comments and resolution of the review comments.
- Final bid documents in electronic format.

## Assumptions

- Up to two locations to be identified for flow monitoring.
- One-month duration of flow monitoring data collection.
- Flow monitoring data collection period will capture rainfall events to sufficiently demonstrate I/I impacts.
- No model calibration will be completed as part of this task.
- The existing WWMP model is representative of field conditions.
- TVD study will be completed to inform the 30% design submittal and follow up reviews for conformance will be completed at each design stage.
- One bid package for Basin 4 and 6 Improvements will be prepared for public bid advertising.
- Basin 5 improvements will be a separate bid package and construction contract.
- Consultant and City will agree upon estimated pipe unit costs during construction at the TVD workshop to be used in cost estimating through the design phase.
- Consultant will present data on construction costs based on recent bids in the area at the TVD workshop.
- Specifications for 30% design will include a specifications table of contents only. Draft technical specifications will be prepared at 60%, 90% and 100% design. Final, stamped, and signed specifications will be prepared for the Bid Documents.
- City has obtained or will obtain all necessary right-of-way or easements for the new sewer main locations proposed in this project. It will be City's responsibility to negotiate and obtain any new easements.
- The City will obtain rights of entry for access to private property during design and construction.

- Sewer bypass requirements will be identified in the Specifications. Where specific properties require special considerations, those will be shown on the Plan and Profile sheets.
- City will contract or complete utility potholes as required to confirm depth and location of existing utilities to support final design.

# Task 8 – Bid Support Phase

## Objective

Provide services during the Bid Phase of the Wastewater Capacity Improvements Project.

## Activities

### *8.1 Bid Package*

- Prepare stamped contract documents for bidding and construction.
- Reviewing Advertisement for Bid that the City will prepare.

### *8.2 Respond to Bidder Inquiries*

Providing technical assistance and interpretation of the construction contract documents during the bid period. This activity includes providing written responses to bidder inquiries and preparing required addenda.

### *8.3 Review Bids and Recommend Award*

This activity includes:

- Reviewing bids for accuracy and compliance with the contract documents and preparing bid tabulations.
- Making recommendation of award to the City, subject to review and approval by the City Attorney.

## Task Deliverables

- Electronic PDF copies of the following documents:
  - Pre-Bid Conference Meeting Agenda and Summary.
  - Response to Bidder RFIs and Addenda.
  - Bid Tabulation.
  - Recommendation of Award.

## Assumptions

- City will publish the Invitation for Bids and pay all costs.
- Consultant will advertise the project electronically.
- Consultant will distribute responses to bidder inquires, addenda, and maintain a plan holders list.
- Budget includes up to ten (10) bidder responses and two (2) addendums.

- Bid support services for Basin 5 improvements is not included and will be added by a future amendment.

## Task 9 – Construction Support Services (Deferred)

Construction Support services are not included in this scope of work and will be added by a future amendment prior to construction.

## Task 10 – Contingency Task

### *10.1 Contingency Task*

This contingency task provides additional budget for potential work not covered by other tasks described herein, for unforeseen efforts that may be required for an existing task or for extension of the schedule/contract. This task provides additional budget for the consultant team and cannot be used without prior written authorization from the City's project manager.

# 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. Consultant's price proposal includes Base Tasks totaling $1,689,750, and Contingency Tasks totaling $236,470, with a combined total of $1,926,220, as shown in the attached fee estimate spreadsheet.

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

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.

# Attachment C Terms of Compensation

Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in Attachment A – Scope of Work, subject to the requirements and limitations on compensation as provided by this Section. Compensation to be paid hereunder shall not exceed TWO MILLION DOLLARS AND NO CENTS ($2,000,000.00) ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

WASTEWATER COLLECTION SYSTEM CAPACITY IMPROVEMENTS
CITY OF ST. HELENS
PROPOSED FEE ESTIMATE

| | LABOR CLASSIFICATION (HOURS) | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Principal Engineer III | Principal Engineer III | Professional Engineer IX | Professional Engineer IX | Professional Engineer V | Professional Engineer VIII | Professional Engineer VII | Technician III | Cost Estimator III | Project Manager IV | Project Coordinator IV | | | Subconsultants | | | | | | | | |
| | $293 | $293 | $252 | $252 | $204 | $240 | $227 | $166 | $290 | $260 | $174 | | | | | | Multiplier | | | | | |
| Staff Name | O'SullivanBre | EvonukWil | SteppBar | BugingoFul | ReevesJus | GiesyAnd | FlockEmi | DeuelJus | GriesingerRob | KoenigAub | RitzEri | Hours | Labor | S&W | UFS | AKS | % Markup | Subconsultant Total with Markup | Expenses | CADD Units $18/hr | GIS Units $10/hr | Total |
| **Task 1 - Project Management and Coordination** | | | | | | | | | | | | | | | | | | | | | | |
| **Task 1.1 -** Project Administration | 20 | 100 | | | | | | | | | 40 | 160 | $ 42,541 | | | | 1.1 | $ - | $ - | $ - | $ - | $ 42,541 |
| **Task 1.2 -** Kick-Off Meeting | 6 | 12 | 6 | | 6 | | 6 | | | 6 | | 42 | $ 11,041 | | | | 1.1 | $ - | $ - | $ - | $ - | $ 11,041 |
| **Task 1.3 -** Project Meetings | 20 | 112 | 72 | | | | | | | 40 | | 244 | $ 67,892 | | | | 1.1 | $ - | $ - | $ - | $ - | $ 67,892 |
| **Task 1.4 -** Public Meetings | 24 | 32 | 32 | | | | | | | 60 | | 148 | $ 40,473 | | | | 1.1 | $ - | $ 600 | $ - | $ - | $ 41,073 |
| **Task 1.5 -** Quality Assurance and Quality Control | 40 | 24 | | | | | | | 60 | | | 124 | $ 36,514 | | | | 1.1 | $ - | $ - | $ - | $ - | $ 36,514 |
| **Task 1.6 -** Invoices/Status Reports | | 36 | | | | | | | | | 36 | 72 | $ 16,980 | | | | 1.1 | $ - | $ - | $ - | $ - | $ 16,980 |
| ***Task 1 Subtotal*** | **110** | **316** | **110** | **0** | **6** | **0** | **6** | **0** | **60** | **106** | **76** | **790** | **$ 215,441** | **$ -** | **$ -** | **$ -** | | **$ -** | **$ 600** | **$ -** | **$ -** | **$ 216,041** |
| **Task 2 - Data Collection/Review of Existing System** | | | | | | | | | | | | | | | | | | | | | | |
| **Task 2.1 -** Data Collection and Review of Existing System | 8 | 16 | 32 | 16 | 40 | | 24 | | | | | 136 | $ 33,063 | | | | 1.1 | $ - | $ - | $ - | $ - | $ 33,063 |
| ***Task 2 Subtotal*** | **8** | **16** | **32** | **16** | **40** | **0** | **24** | **0** | **0** | **0** | **0** | **136** | **$ 33,063** | **$ -** | **$ -** | **$ -** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ 33,063** |
| **Task 3 - Survey and Easement Acquisition** | | | | | | | | | | | | | | | | | | | | | | |
| **Task 3.1 -** Survey | 2 | 8 | 4 | | 8 | | | | | | | 22 | $ 5,626 | | | $ 197,690 | 1.1 | $ 217,459 | $ - | $ - | $ - | $ 223,085 |
| **Task 3.2 -** Prepare Easement Descriptions and Exhibits | | 1 | 2 | | | | | | | | | 3 | $ 805 | | | $ 5,460 | 1.1 | $ 6,006 | $ 1,350 | $ - | $ - | $ 8,161 |
| **Task 3.3 -** Easement Acquisition (CONTINGENCY TASK) | | 24 | 16 | | | | | | | | | 40 | $ 11,175 | | $ 31,132 | | 1.1 | $ 34,245 | $ - | $ - | $ - | $ 45,420 |
| ***Task 3 Subtotal*** | **2** | **33** | **22** | **0** | **8** | **0** | **0** | **0** | **0** | **0** | **0** | **65** | **$ 17,605** | **$ -** | **$ 31,132** | **$ 203,150** | | **$ 257,710** | **$ 1,350** | **$ -** | **$ -** | **$ 276,666** |
| **Task 4 - Geotechnical Investigations** | | | | | | | | | | | | | | | | | | | | | | |
| **Task 4.1 -** Geotechnical Investigations | 2 | 12 | 8 | | 16 | | | | | | | 38 | $ 9,476 | $ 174,090 | | | 1.1 | $ 191,499 | $ - | $ - | $ - | $ 200,975 |
| ***Task 4 Subtotal*** | **2** | **12** | **8** | **0** | **16** | **0** | **0** | **0** | **0** | **0** | **0** | **38** | **$ 9,476** | **$ 174,090** | **$ -** | **$ -** | | **$ 191,499** | **$ -** | **$ -** | **$ -** | **$ 200,975** |
| **Task 5 - Permitting** | | | | | | | | | | | | | | | | | | | | | | |
| **Task 5.1 -** Access Permits | 8 | 20 | 40 | | 40 | 40 | | 24 | | | | 172 | $ 40,428 | | | | 1.1 | $ - | $ 500 | $ 360 | $ - | $ 41,288 |
| **Task 5.2 -** State Environmental Review Preparation and Coordination | | 8 | 16 | | 16 | | | | | | | 40 | $ 9,736 | | | $ 32,000 | 1.1 | $ 35,200 | $ - | $ - | $ - | $ 44,936 |
| **Task 5.3 -** Wetland and Waters Delineation Fieldwork and Report (CONTINGENCY TASK) | 2 | 4 | 8 | | | | | | | | | 14 | $ 3,812 | | | $ 26,050 | 1.1 | $ 28,655 | $ - | $ - | $ - | $ 32,467 |
| **Task 5.4 -** Agency Coordination | | 8 | | | | | | | | | | 8 | $ 2,367 | | | $ 4,640 | 1.1 | $ 5,104 | $ - | $ - | $ - | $ 7,471 |
| **Task 5.5 -** ESA Documentation and Coordination | 2 | 8 | 16 | | 16 | | | | | | | 42 | $ 10,328 | | | $ 21,720 | 1.1 | $ 23,892 | $ - | $ - | $ - | $ 34,220 |
| **Task 5.6 -** Desktop Review and Field Reconnaissance | 2 | 8 | | | | | | | | | | 10 | $ 2,959 | | | $ 11,324 | 1.1 | $ 12,456 | $ - | $ - | $ - | $ 15,416 |
| **Task 5.7 -** Floodplain Management Documentation and Coordination (CONTINGENCY TASK) | 2 | 4 | 4 | | | | | | | | | 10 | $ 2,794 | | | $ 9,180 | 1.1 | $ 10,098 | $ - | $ - | $ - | $ 12,892 |
| **Task 5.8 -** Local Land Use Permitting | 4 | 16 | 16 | | 8 | | | | | | | 44 | $ 11,639 | | | $ 40,810 | 1.1 | $ 44,891 | $ - | $ - | $ - | $ 56,530 |
| **Task 5.9 -** DSL/USACE/DEQ Permitting (CONTINGENCY TASK) | 4 | 8 | 16 | | 20 | | | 24 | | | | 72 | $ 15,768 | | | $ 23,260 | 1.1 | $ 25,586 | $ - | $ - | $ - | $ 41,354 |
| **Task 5.10 -** Cultural Resources Survey (CONTINGENCY TASK) | 2 | 8 | 4 | | | | | | | | | 14 | $ 3,977 | | | $ 18,928 | 1.1 | $ 20,821 | $ - | $ - | $ - | $ 24,798 |
| **Task 5.11 -** Arborist Services (CONTINGENCY TASK) | | 8 | 8 | | | | | | | | | 16 | $ 4,404 | | | $ 22,850 | 1.1 | $ 25,135 | $ - | $ - | $ - | $ 29,539 |
| ***Task 5 Subtotal*** | **26** | **100** | **128** | **0** | **100** | **40** | **0** | **48** | **0** | **0** | **0** | **442** | **$ 108,213** | **$ -** | **$ -** | **$ 210,762** | | **$ 231,838** | **$ 500** | **$ 360** | **$ -** | **$ 340,912** |
| **Task 6 - Utility Coordination** | | | | | | | | | | | | | | | | | | | | | | |
| **Task 6.1 -** Impact Assessment and Notifications | | 4 | 8 | 40 | 4 | | | | | | 8 | 64 | $ 15,631 | | | | 1.1 | $ - | $ - | $ - | $ - | $ 15,631 |
| **Task 6.2 -** Coordinate and Review Utility Relocation Designs | | 8 | 8 | 40 | 4 | | | | | | | 60 | $ 15,409 | | | | 1.1 | $ - | $ - | $ - | $ - | $ 15,409 |
| **Task 6.3 -** Utility Coordination Meetings | | 8 | 16 | 36 | | | | | | | | 60 | $ 15,602 | | | | 1.1 | $ - | $ 250 | $ - | $ - | $ 15,852 |
| ***Task 6 Subtotal*** | **0** | **20** | **32** | **116** | **8** | **0** | **0** | **0** | **0** | **0** | **8** | **184** | **$ 46,642** | **$ -** | **$ -** | **$ -** | | **$ -** | **$ 250** | **$ -** | **$ -** | **$ 46,892** |
| **Task 7 - Design** | | | | | | | | | | | | | | | | | | | | | | |
| **Task 7.1 -** Update Basin 5 Hydraulic Model | | 24 | 40 | | | | 140 | | | | | 204 | $ 49,381 | | | | 1.1 | $ - | $ 25,000 | $ - | $ 1,400 | $ 75,781 |
| **Task 7.2 -** TVD Study and Workshop | 20 | 40 | 40 | | 60 | 8 | 8 | 40 | 40 | | 8 | 264 | $ 63,901 | | | | 1.1 | $ - | $ 300 | $ 720 | $ 80 | $ 65,001 |
| **Task 7.3 -** 30% PS&E | 20 | 52 | 125 | 34 | 155 | 22 | 10 | 125 | 22 | | 8 | 573 | $ 130,145 | | | | 1.1 | $ - | $ 200 | $ 2,250 | $ 100 | $ 132,695 |
| **Task 7.4 -** 60% PS&E | 28 | 72 | 185 | 34 | 235 | 46 | 10 | 165 | 26 | | 25 | 826 | $ 186,868 | | | | 1.1 | $ - | $ 200 | $ 2,970 | $ 100 | $ 190,138 |
| **Task 7.5 -** 90% PS&E | 16 | 60 | 125 | 34 | 155 | 46 | 10 | 125 | 22 | | 32 | 625 | $ 141,364 | | | | 1.1 | $ - | $ 200 | $ 2,250 | $ 100 | $ 143,914 |
| **Task 7.6 -** 100% PS&E | 12 | 52 | 105 | 30 | 135 | 30 | 10 | 105 | 22 | | 25 | 526 | $ 119,121 | | | | 1.1 | $ - | $ 200 | $ 1,890 | $ 100 | $ 121,311 |
| ***Task 7 Subtotal*** | **96** | **300** | **620** | **132** | **740** | **152** | **188** | **560** | **132** | **0** | **98** | **3018** | **$ 690,779** | **$ -** | **$ -** | **$ -** | | **$ -** | **$ 26,100** | **$ 10,080** | **$ 1,880** | **$ 728,839** |
| **Task 8 - Bid Support Services** | | | | | | | | | | | | | | | | | | | | | | |
| **Task 8.1 -** Bid Package | 2 | 4 | 8 | | 16 | | | | 4 | | 16 | 50 | $ 11,092 | | | | 1.1 | $ - | $ 200 | $ - | $ - | $ 11,292 |
| **Task 8.2 -** Respond to Bidder Inquiries | 2 | 4 | 32 | | 16 | | | 20 | | | | 74 | $ 16,570 | | | | 1.1 | $ - | $ 200 | $ 720 | $ - | $ 17,490 |
| **Task 8.3 -** Review Bids and Recommend Award | 2 | 2 | 4 | | 8 | | | | | | | 16 | $ 3,850 | | | | 1.1 | $ - | $ 200 | $ - | $ - | $ 4,050 |
| ***Task 8 Subtotal*** | **6** | **10** | **44** | **0** | **40** | **0** | **0** | **20** | **4** | **0** | **16** | **140** | **$ 31,512** | **$ -** | **$ -** | **$ -** | | **$ -** | **$ 600** | **$ 720** | **$ -** | **$ 32,832** |
| **Task 9 - Construction Phase Services (Deferred)** | | | | | | | | | | | | | | | | | | | | | | |
| ***Task 9 Subtotal*** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$ -** | **$ -** | **$ -** | **$ -** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Task 10 - Contingency Task** | | | | | | | | | | | | | | | | | | | | | | |
| **Task 10.1 -** Contingency Task | | | | | | | | | | | | 0 | $ - | | | | 1.1 | $ - | $ 50,000 | $ - | $ - | $ 50,000 |
| ***Task 10 Subtotal*** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$ -** | **$ -** | **$ -** | **$ -** | | **$ -** | **$ 50,000** | **$ -** | **$ -** | **$ 50,000** |
| ***TOTAL - ALL TASKS*** | ***250*** | ***807*** | ***996*** | ***264*** | ***958*** | ***192*** | ***218*** | ***628*** | ***196*** | ***106*** | ***198*** | ***4813*** | ***$ 1,152,732*** | ***$ 174,090*** | ***$ 31,132*** | ***$ 413,912*** | | ***$ 681,047*** | ***$ 79,400*** | ***$ 11,160*** | ***$ 1,880*** | ***$ 1,926,220*** |

## Attachment D Contractor Proposal

*(For Information Only)*

consor

Proposal for the
City of St. Helens

# Wastewater Collection System Capacity Improvements

November 2, 2023

# Table of Contents

## Sections



## Responses to Functional Requirements



## Appendix



## Additional Information

# 5.3 Transmittal Letter/Executive Summary

November 2nd, 2023

City of St. Helens
265 Strand Street
St. Helens, OR 97051
ATTN: Mouhamad Zaher, Public Works Director

**RE: Statement of Qualifications - Wastewater Collection System Capacity Improvements**

Dear Mr. Zaher and Selection Committee,

The City of St. Helens is investing in its sewer infrastructure to protect public health by reducing the risk of overflows, and is supporting growth by expanding the system's capacity. Consor looks forward for the opportunity to partner with the City on this important project. To offer you a team that can meet the City's goals, we are leveraging local staff with specific experience with the City of St. Helens as well as other nearby projects with similar project needs. Consor's expertise with sanitary sewer reconstruction and working history in the City provides assurance that we will meet these objectives.

**Project risks are reduced with the Consor team's experience, knowledge of the project, and availability to complete the work.** Our firsthand knowledge stems from our work designing and supporting construction of the City's prior Sanitary Sewer Rehabilitation project. The project team has successfully completed multiple projects with key issues related to sewer reconstruction and rerouting, rock excavation and dewatering, right of way permitting for ODOT and Portland and Western Railroad. We also understand how construction sequencing and bypassing considerations will minimize risk of overflows while maintain sewer service for the community.

**Public impacts will be minimized through outreach and a focus on maintaining access to residents and businesses.** We recognize the challenges of working in narrow residential streets and high traffic business corridors. We will work with the City and public to understand critical access needs and tailor the contract documents to maintain access to businesses. This will maintain the public's support for the project and protect the City's relationship with its constituents.

**Planning assumptions will be updated as design is developed in concert with the planning engineer for the City's Master Plan to look for efficiencies and cost savings.** Emily Flock is the stamping engineer for the City's Wastewater Master Plan and now works for Consor. We will leverage her direct knowledge of the master plan and system hydraulics to identify opportunities to gain efficiency and save money.

We have truly enjoyed collaborating with the City to solve project challenges together and provide facilities that are cost-effective and resilient. We appreciate the opportunity to work with the City on this next infrastructure undertaking and look forward to delivering another successful project for your community.

Sincerely,
Consor

**Bill Evonuk, PE | Project Manager / Legal Representative for Consor**
p: 503.709.7180 | e: Bill.Evonuk@consoreng.com

**Firm Name / Address / Phone #**
**Consor**
**a:** One SW Columbia Street, Suite 170
Portland, OR 97204
**p:** 503.225.9010

**Project Contact/Manager**
**Bill Evonuk, PE**
**a:** One SW Columbia Street, Suite 1700
Portland, OR 97204
**p:** 503.709.7180
**f:** 503.225.9022
**e:** Bill.Evonuk@consoreng.com

**Authorized Officer and Project Manager**
Bill is authorized to represent Consor in any negotiations and sign any contracts or agreement, that may result, and to contractually bind the firm.

**Terms & Conditions**
Consor accepts all terms and conditions contained in the RFP and the Personal Services Agreement with a few exceptions for the City's consideration which can be found in Appendix B.

# 5.4 Proposal Signature Page

## Section 8 Proposal Signature Page

The undersigned hereby submits this proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Personal Services Contract, and associated inclusions and references, specifications, Proposal Form, Consultant response, mutually agreed clarifications, exceptions which are acceptable to the City, and all other Consultant submittals.

The undersigned hereby certifies and represents that the Consultant:

- has examined and is thoroughly familiar with the Request for Proposal
- has examined and is thoroughly familiar with the Personal Services Contract, and agrees to accept the contract terms, and execute such contract upon award
- understands that the City reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the City
- understands that all information included in, attached to, or required by this RFP shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

## Receipt of Addenda

Consultant acknowledges that ADDENDA NUMBERED 1 THROUGH 2 have been reviewed as part of the Request for Proposal.

## Signature

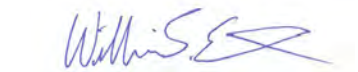
The Consultant hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Consor
FIRM NAME

Bill Evonuk, PE / Principal Engineer
CONTACT PERSON NAME/TITLE

One SW Columbia Street, Suite 1700, Portland, OR 97204
MAILING ADDRESS, CITY, STATE, AND ZIP CODE

| 503.225.9010 | 503.709.7180 | Bill.Evonuk@consoreng.com |
|---|---|---|
| FIRM TELEPHONE NUMBER | CONTACT PERSON TELEPHONE | CONTACT PERSON EMAIL ADDRESS |

| Bill Evonuk, PE / Principal Engineer |  | November 2, 2023 |
|---|---|---|
| PRINT NAME AND TITLE OF FIRM'S AUTHORIZED REPRESENTATIVE | SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE | DATE |

# 5.5 Consultant Experience

consor | 43 Years In Business

**Company Size:** 1,500+ Number of Employees

**Office Locations:** 82 All project work will be managed from our Portland, OR office.

Consor has been providing engineering consulting and design services in Oregon and the surrounding states for many years. Consor is a nation wide firm providing a wide range of services including collection system design support.

### Experience in the planning, design, and construction management of municipal wastewater systems, specially related to collection systems & interceptor sewer design, and permitting & regulatory compliance , including projects in St. Helens

Consor is a recognized leader in wastewater improvement projects with a focus on rehabilitation and replacement. In just the past five years, we have successfully completed over 25,000 feet of pipe installation using HDD technology, 30,000 feet of open cut, and 50,000 feet of pipe bursting. Our local clients include the Cities of St. Helens, Portland, Lake Oswego, Springfield, Sheridan, Mt. Angel, and West Linn, as well as Clean Water Services. Our depth of experience allows us to effectively determine the best technology and solutions to efficiently identify problems to save public agency clients money.

Our local team is now supported by Consor's 1,500+ team members nationwide, giving the City of St. Helens access to additional expertise and staff with capacity to deliver. Our team provides a depth and breadth of knowledge and experience in sewer collection projects that will aid the City in the successful delivery of this project.

### Experience developing long range critical path scheduling including design, permitting, bidding, and construction related activities

An overall schedule will be developed and continually monitored, with status updates provided to the City at least monthly as part of our routine invoicing cycle. This project, like all of our larger and more time-sensitive projects will be monitored using scheduling software and more detailed status reports. The schedule tasks and sub-tasks will have a one-to-one correlation to those of the scope of work, and will include realistic agency review times. Critical path items will be managed closely and additional resources added or other necessary measures taken if planned progress is threatened.

## Subconsultant Partners

SHANNON & WILSON

Shannon & Wilson, Inc., (S&W) is a full-service, employee-owned geotechnical, pavement, and environmental consulting firm founded in Washington in 1954. They have completed more than 4,300 projects in SW Washington and Oregon, including over 40 projects in St Helen's and surrounding areas in Columbia County. S&W has extensive knowledge of the region's geologic and geotechnical conditions.

Their primary services include geotechnical engineering and instrumentation; geology and geophysics; tunneling and trenchless design; dewatering; foundation analyses; stormwater infiltration testing, modeling and design; slope stability evaluation and mitigation; underground engineering; earthquake engineering; and environmental science/ engineering. They also provide a professionally staffed soil and rock testing laboratory, along with CAD and GIS services.

**Company Size:** 350+ Number of Employees

**Office Locations:** 15 All project work will be managed from their Lake Oswego, OR office.

AKS ENGINEERING & FORESTRY

AKS Engineering & Forestry, LLC (AKS) is a locally owned and operated, multidisciplinary consulting firm that has been providing professional services throughout the Pacific Northwest for 27 years. Their services include conveyance and pump station system design, comprehensive sewer plans, infiltration and inflow studies and rehabilitation. Their 90+ person survey team includes 33 office survey personnel, 46 field personnel, 14 Oregon-registered Professional Land Surveyors (PLSs), and the in-house capability to provide flood elevation surveys, drone photogrammetry/LiDAR surveys, hydrographic surveys, and 3D laser and terrestrial scanning, in addition to conventional surveying. AKS' natural resource team consists of nine full-time specialists, including two certified Professional Wetland Scientists (PWSs), who routinely conduct environmental support services.

**Company Size:** 350 Number of Employees

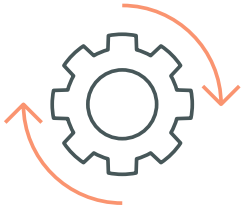
**Office Locations:** 7 All project work will be managed from their Tualatin and Keizer, OR offices.

## Similar projects with other government agencies

For over 43 years, Consor has helped public agency clients identify sound solutions to their wastewater system needs in all areas of planning, analysis, design, and construction management. We are known as leaders in the sewer collection system community, and we will leverage our extensive experience to lower costs and improve the capacity of the City's sewer conveyance system. The table below highlights our history of successful similar projects. Expanded descriptions for select (🔍) projects are provided in Section 5.11.

| Wastewater Collection System Projects | Sewer System Modeling | Capacity Expansion | Traffic Control | Permitting (Environmental, ODOT, Railway) | Public Outreach & Impacts | Trenchless Technologies | Rock Excavation |
|---|---|---|---|---|---|---|---|
| 🔍 **Sanitary Sewer Rehabilitation Program,** St. Helens. OR | ✓ | ✓ | | | ✓ | ✓ | ✓ |
| 🔍 **Jasper Trunk Sewer,** City of Springfield, OR | | ✓ | ✓ | ✓ | | ✓ | ✓ |
| 🔍 **58th Street Sewer Sanitary Sewer,** City of Springfield, OR | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 🔍 **Cedar Mill Trunk Jenkins to Beaverton Interceptor,** Clean Water Services, OR | | ✓ | ✓ | ✓ | | ✓ | ✓ |
| 🔍 **Rock Creek Trunk Upsizing, Phase 1 and 2,** City of Sherwood, OR | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ |
| **Sanitary Sewer Master Plan Update** City of Sherwood, OR | ✓ | | ✓ | | ✓ | | |
| **Arana Trunk Sewer,** Santa Cruz Sanitation District | | ✓ | ✓ | | | ✓ | |
| **Optimized Sewer Collection System Master Plan** City of Bend, OR | ✓ | | | | ✓ | | ✓ |

## Procedures and/or policies associated with work quality and cost control



Project Manager Bill Evonuk will continually manage and review costs by comparing hours charged to a particular task against the budget and comparing the percentage of budget spent against the actual progress. All tasks, budgets, and schedules will be analyzed, regardless of whether they are those of the Consor team or specialty subconsultants.

Prior to delivering any draft report, preliminary design, or other deliverable to the City, our team will execute an overall internal review to verify quality. These reviews are based on guidelines set forth in Consor's internal QA/QC program.

Detailed information about our policies and procedures to work quality and cost control can be found in sections 5.8 and 5.9 of this proposal.

## Management and organizational capabilities

Consor will prepare a project management plan to control scope, schedule, budget, and any other expectations from St. Helens. Our project manager Bill Evonuk will monitor the project to make sure the team is working cohesively. His duties will include overall project guidance, meeting participation, responsibility over project team schedule, meeting professional and technical requirements, establishing lines of communication, and overseeing the quality control process.

Consor employs several project management systems and tools to manage our project team. We use Microsoft Project to develop project schedules and budgets. We also hold internal resource allocation and management meetings conducted by a principal of the firm. In these meetings, we coordinate the use of our shared resources. Discussions include identification of individual project needs with respect to schedule, budget, and quality assurance and control (QA/QC). These systems and tools allow our team to respond to and regularly meet critical deadlines and complex scope requirements.

As Consor has grown over the years, we have strategically added staff as appropriate to maintain well-rounded expertise for all the scope related to the City's project. Many of our staff are cross-trained and are talented, experienced engineers and designers in several of the disciplines. This allows us the depth of staff and capacity to complete your project in accordance with the City's anticipated project schedule. Consor is committed to responsiveness and providing the highest quality engineering services to the City.

# 5.6 Project Team Experience

**Meet Our Team -** To meet your schedule and achieve your goals on this project, we have assembled a full-service team who brings a local based deep bench in all areas of wastewater systems, including the completion of municipal wastewater Master Plans, permitting & regulatory compliance, design delivery of collection systems & interceptor sewer, and construction management projects for agencies throughout the Pacific Northwest. Our team brings experience from the Sanitary Sewer Rehabilitation Program and an in-depth understanding of the project challenges and opportunities. Our experience on the project combined with our team's expertise with sewer system design, trenchless technologies, public outreach, and regulatory compliance make our team uniquely positioned to deliver this important project for you.

Bill Evonuk will lead our team and is supported by highly qualified staff, including internal principal-in-charge & technical advisor, Brendan O'Sullivan, and our lead design engineer, Bart Stepp, who has a smaller agency, public works background and understands the "client perspective.". We have added key team members to support the City's project, including AKS for environmental permitting, and Shannon & Wilson, for geotechnical engineering. Bob Griesinger, our in-house cost estimating expert, will help our team navigate the challenge of developing reliable cost estimates during the current unprecedented market conditions.

**Organizational Chart -** Our team is shown on the organizational chart below. **Brief introductions** to key team members (✦) summarizing their roles and responsibilities follow the organizational chart. **Detailed resumes** for all staff are included in the Appendix.

**Project Manager**

**Principal-In-Charge, QA/QC/ Technical Advisor**
Brendan O'Sullivan, PE ✦

**Project Manager**
Bill Evonuk, PE ✦

## Key Support Staff

**Lead Design Engineer**
Bart Stepp, PE ✦

**Hydraulic Modeling**
Emily Flock, PE ✦

**Trenchless Design Lead / Construction Support Services**
Justin Reeves, PE ✦

**Traffic control / Roadway**
Andrew Giesy, PE

**Public Involvement**
Aubrie Koenig

**Utility Coordination/ROW Permitting**
Fulgence Bugingo, PE ✦

**Cost Estimating**
Bob Griesinger, CPE ✦

## Key Subconsultants

**Geotechnical Engineering**
*Shannon & Wilson (S&W)*
Elliott Mecham, PE ✦

**Survey**
*AKS Engineering & Forestry (AKS)*
Nick White, PLS ✦

**Environmental Permitting & NEPA Specialist**
*AKS Engineering & Forestry (AKS)*
Julie Wirth-McGee, PWS ✦

**Approximate number of people to be assigned to the project -** 12 Team members (with supplemental staff support as needed)

**Extent of principal and project manager involvement -** Our project manager, Bill, will be heavily involved in the project, particularly in the design phases. Perhaps most important is Bill's role in the earliest stages when the project team is coalesced and parameters for quality in communications and deliverables are set. Bill will strive to build teamwork and consensus, and check progress regularly against the schedule.

Bill will bring staff together at key intervals to build teamwork and ensure effective collaboration across the design, permitting, survey, and geotechnical teams. Brendan O'Sullivan, our principal-in-charge, QA/QC, and technical advisor, will be responsible for the project's Quality Assurance plan.

## Meet Your Project Manager

## Bill Evonuk, PE | Project Manager

*As project manager, Bill will apply his extensive experience managing municipal wastewater systems in Oregon and his strong working relationship with the design team to see that you receive a successful approach and outcome for the Wastewater Collection System Capacity Improvements project.*

**Years of Experience:** 23 | **Education:** BS, Civil Engineering, Portland State University | **Registration:** Professional Engineer-OR & WA | **Location:** Portland, OR | **Percentage of time devoted to this project:** **20%**

**Current Assignments - Project name | % of time spent | Estimated completion date:**
**Tualatin Moving Forward Transportation Bond Program,** City of Tualatin, OR | 40% | 12/2023; **Storm Assessment - River Road Santa Clara,** Lane County, OR |15% | 12/2024; **McKenzie River Intake, Pump Station, and Water Treatment Plant,** Springfield Utility Board OR/STANTEC | 20% | 12/2028; **Jasper Trunk Sewer Phase 3,** City of Springfield, OR | 10% | 12/2024; **KC City Engineer,** City of King City, OR | 5% | Ongoing

**Role/Responsibilities/Qualifications:** Bill will serve as project manager, providing direct, local coordination with St. Helens during design, permitting, and construction management. Bill brings technical expertise and project management experience on projects similar to the Wastewater Collection System Capacity Improvements project, which will help cement our team and keep this project on track. He is a highly experienced project manager with the ability to lead multiple complex projects at once. Leveraging the skills of this experienced team, Bill will be committed, available, and focused on high-quality and timely delivery.

**Project Experience:**
- **Sanitary Sewer Rehabilitation Program,** City of St. Helens, OR, *QA/QC Reviewer*
- **Jasper Trunk Sewer Phases 1, 2, and 3,** City of Springfield, OR, *(Project Engineer & Phase 3 Project Manager*
- **58th Street Sewer Sanitary Sewer,** City of Springfield, OR, *Project Manager*
- **12th Street Sanitary Sewer Rehabilitation,** City of Mcminnville, OR, *Project Manager*
- **Franklin/Mcvay Sanitary Sewer Line Extension,** City of Springfield, OR, *Project Manager*

## Brendan O'Sullivan, PE | Principal-In-Charge, QA/QC, Technical Advisor

*Brendan will leverage his expertise in open excavation and trenchless sewer construction along with his personal experience working in the City of St. Helens to help identify realistic target value for the project.*

**Years of Experience:** 18 | **Education:** BS, Civil Engineering, University of Portland | **Registration:** Professional Engineer-OR, WA, TX, & TN | **Location:** Portland, OR | **Percentage of time devoted to this project:** **10%**

**Current Assignments - Project name | % of time spent | Estimated completion date:** **Rock Creek Sewer Upsizing, Phase 2,** City of Sherwood, OR | 25% | 03/2025; **Rural Transmission Line Replacement, Phase 1,** City of Tillamook, OR | 20% | 10/2026; **Boeckman Creek Sewer Replacement, Phase 1,** City of Wilsonville, OR | 20% | 03/2024; **Sanitary Sewer Master Plan,** City of Tillamook, OR | 10% | 05/2025; **SW Shattuck-Windsor Court Waterline Replacement,** Valley View Water District, OR | 5% | 11/2024; **Schoenbar Culvert Rehabilitation,** City of Ketchikan, AK | 5% | 08/2024

**Role/Responsibilities/Qualifications:** Brendan will oversee the project and apply lessons learned from his previous work with the City. An expert in sewer rehabilitation projects involving trenchless methods, Brendan is an excellent resource for design and constructability, which will be critical in establishing appropriate TCE boundaries for staging and stockpiling of materials. He has served in a variety of design and construction administration roles on large and small diameter sanitary and storm sewers, delivering many of those projects in Oregon.

**Project Experience:**
- **Sanitary Sewer Rehabilitation Program,** City of St. Helens, OR, *Project Manager*
- **Cedar Mill Trunk Jenkins to Beaverton interceptor,** Clean Water Services (CWS), OR, *Project Manager*
- **Rock Creek Sanitary Trunk Line Upsizing - Phases 1 & 2,** City of Sherwood, OR, *Project Manager*
- **Brookman Trunk Sewer Phase 1,** Clean Water Services, OR, *Project Manager*

### BART STEPP, PE | Lead Design Engineer

**Percentage of time devoted to this project:** 40% | **Experience:** 27 years | **Education:** MSCE, Civil Engineering, University of Portland; BS, Mathematics, College of Idaho | **Registration:** PE - OR & WA | **Location:** Portland, OR | **Qualifications:** Bart has 27 years of experience in water and wastewater system planning, design, construction, operations, and management. He worked 4 years for a state drinking water authority, 16 years for public agencies, and 7 years as a consultant. This unique combination of work experience as a regulator, water operator, and as a consultant gives him a wide range of experience and knowledge to deliver the best solution for the client.

**Current Assignments - Project name | % of time spent | Estimated completion date:** **Camrosa Water District PV Well 2** |15% | 08/2024; **Yacolt Water System Consolidation** | 15% | 12/2025; **Clean Water Services Lift Station Siting Studies** | 10% | 1/2024; **Battle Ground Well 6 Iron and Manganese Treatment** | 10% | 12/2024

**Project Experience:** ● **Woodland Wastewater Collection System Improvements,** City of Woodland, WA ● **Silverton McClaine Street Project,** City of Silverton, OR ● **Silverton 2022 CIPP Project,** City of Silverton, OR

### EMILY FLOCK, PE | Hydraulic Modeling

**Percentage of time devoted to this project:** 10% | **Experience:** 9 years | **Education:** BS, Environmental Engineering, Oregon State University | **Registration:** PE- OR | **Location:** Portland, OR | **Qualifications:** Emily specializes in hydraulic modeling, working in InfoWater Pro, InfoSWMM, PCSWMM and other platforms. She enjoys working closely with public works staff to understand their system and develop quality solutions in a cost-effective manner. Emily excels at analyzing system conditions and utilizing hydraulic models to optimize facilities and provide practical improvements to meet system needs.

**Current Assignments - Project name | % of time spent | Estimated completion date:** **Water System Master Plan,** City of Dalles, OR | 25% | 6/2024; **Boeckman Creek Sewer Interceptor,** City of Wilsonville, OR | 20% | 03/2024

**Project Experience:** ● **Sewage Collection System Study,** City of Tillamook, OR ● **Upper Zone Water System Analysis,** City of Oregon City, OR ● **Water Master Plan Update,** City of West Linn, OR

### FULGENCE BUGINGO, PE | Utility Coordination/ROW Permitting

**Percentage of time devoted to this project:** 40% | **Experience:** 32 years | **Education:** BS, Civil Engineering, National School of Public Works (ENTP), Algiers, Algeria | **Registration:** PE- OR & WA | **Location:** Portland, OR | **Qualifications:** As Consor's lead subsurface utility engineering (SUE) engineer, Fulgence brings valuable experience with utility conflict identification and analysis, utility relocation assessments and utility coordination and relocations. He has completed numerous and complex ODOT and local municipality roadway and interchange projects in the Pacific Northwest.

**Current Assignments - Project name | % of time spent | Estimated completion date:** **US101 Garibaldi Urban Upgrades,** ODOT| 15% | 03/2024; **King City Metro Westside Trail and Street Extensions,** City of King City, OR | 30% | 06/2024; **Tillamook Water Rural Transmission Line,** City of Tillamook, OR | 10% | 08/2024; **Morrow and Umatilla County ADA Curb Ramps Ph 2,** ODOT | 15% | 04/2024; **City Engineering Services,** City of King City, OR | 10% | Ongoing

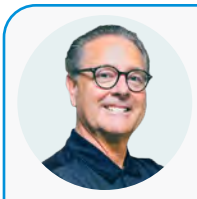
**Project Experience:** ● **Beaverton/Hillsdale Highway Water and Sanitary Sewer Facilities Relocation Design,** City of Beaverton, OR ● **SE Division Street Reconstruction,** City of Portland, OR ● **OR217: SW 72nd Ave - OR10 (SW Scholl's Ferry Rd),** ODOT.

### JUSTIN REEVES, PE | Trenchless Design Lead/Construction Support Services

**Percentage of time devoted to this project:** 40% | **Experience:** 9 years | **Education:** ME, Civil Engineering, Oregon State University; BS, Civil Engineering, Seattle University | **Registration:** PE- OR, CA, & ID | **Location:** Portland, OR | **Qualifications:** Justin has experience providing engineering support for a variety of geotechnical, civil, and underground projects. His design experience includes utility and transit tunnels, deep excavations, subsurface investigations, and tunnel structure rehabilitation.

**Current Assignments - Project name | % of time spent | Estimated completion date:** **SPU Pump Station,** Seattle Public Utilities, WA | 30% | 06/2024; **Raw Waterline Replacement RP-2,** City of Warrenton, OR | 20% | 04/2024; **Willamette Water Supply Program Road Improvement,** City of Beaverton, OR| 10% | 10/2024; **Shattuck Road Waterline Replacement,** Valley View Water District, OR | 10% | 01/2024

**Project Experience:** ● **I-205 Willamette River Bridge Force Main,** WES, OR ● **Raw Waterline Replacement (RP-1),** City of Warrenton, OR ● **Boeckman Road Corridor Owner's Representative Services,** City of Wilsonville, OR



## BOB GRIESINGER, CPE | Cost Estimating

**Percentage of time devoted to this project:** 25% | **Experience:** 40 years | **Education:** BS, Business Management, University of Phoenix | **Registration:** Certified Professional Estimator | **Location:** Portland, OR | **Qualifications:** Bob has 40 years of construction experience focused on civil engineering and construction management across seven states and five countries, including 30 years of experience working as cost estimator. His capabilities include negotiating prices, organizing bids, preparing cost reports, coordinating design-build projects, and developing schedules and cash flow forecasts

**Current Assignments - Project name | % of time spent | Estimated completion date:** **Kwoneesum Dam Removal,** Cowlitz Indian Tribe, WA | 10% | 12/2024; **2WABD Awbrey ICE work, City of Bend, OR** | 10% | 6/2024; **Boeckman Road Bridge ICE work,** City of Wilsonville, OR | 20% | 6/2024; **Lewis River East Fork,** Lower Columbia Estuary Partnership, OR | 20% | 12/2025

**Project Experience:** ● **Metzger 498 N-S Fire Line Improvement,** City of Beaverton, OR ● **N. College Street Water Line Improvement,** City of Newberg, OR ● **Bangor-Keyport Force Main Replacement,** Kitsap County, WA

## ELLIOTT MECHAM, PE | Geotechnical Engineering

SHANNON & WILSON

**Percentage of time devoted to this project:** 40% | **Experience:** 22 years | **Education:** MS, Civil Engineering, University of Texas at Austin; BS, Civil Engineering, Utah State University | **Registration:** PE- OR | **Location:** Lake Oswego, OR | **Qualifications:** Elliott has over 20 years of experience focusing on water/wastewater public infrastructure including projects that involve deep excavations, dewatering, and complex trenchless construction challenges. He has worked on numerous sanitary sewer projects for the region's cities and wastewater agencies including for St. Helens, Scappoose, Warrenton, Astoria, Longview, Clean Water Services and the Portland Bureau of Environmental Services.

**Current Assignments - Project name | % of time spent | Estimated completion date:** **St. Helens Reservoir,** City of St. Helens, OR | 25% | 04/2025; **Smith Road Pump Station,** City of Scappoose, OR | 10% | 12/2024; **Raw Water Pipeline,** City of Warrenton, OR | 15% | 08/2024; **Scappoose Reservoir,** City of Scappoose, OR | 10% | 10/2024

**Project Experience:** ● **Upper Tualatin Interceptor,** Clean Water Services, OR ● **Willamette Interceptor Connector Sewer,** WES, OR ● **Wheeler Basin Pipe Replacement,** City of Portland Bureau of Environmental Services, OR

## NICK WHITE, PLS | Survey - Professional Land Surveyor: Oregon (#70652PLS)

AKS ENGINEERING & FORESTRY

**Percentage of time devoted to this project:** 10% | **Experience:** 21 years | **Education:** BS, Forest Engineering, Oregon State University | **Registration:** PLS- OR & WA | **Location:** Tualatin, OR | **Qualifications:** Nick has over 21 years of experience in boundary, American Land Title Association/National Society of Professional Surveyors (ALTA/NSPS), right-of-way, topographic, utility, and construction staking surveying. He has extensive experience managing utility project surveys, including sewer improvements for public agencies, local jurisdictions, and utility providers throughout Oregon such as Clean Water Services (CWS), Tualatin Valley Water District (TVWD), and more.

**Current Assignments - Project name | % of time spent | Estimated completion date:** **Butte Creek Bridge, Scott's Mills,** Marion County, OR | 5% | 11/2024; **Portland Parks & Recreation On-Call Survey Services,** Oregon | 5% | 11/2025; **Portland Water Bureau On-Call Surveying,** Oregon | 5% | 11/2028

**Project Experience:** ● **SE Silver Leaf Lane Sewer Repair,** Oak Lodge Water Services, OR ● **SE 115th Utility Extension Project,** Clackamas County, OR ● **McMinnville Sanitary Sewer Rehabilitation Projects,** City of McMinnville, OR

## JULIE WIRTH-MCGEE, PWS | Environmental Permitting & NEPA Specialist

AKS ENGINEERING & FORESTRY

**Percentage of time devoted to this project:** 20% | **Experience:** 20 years | **Education:** MPP, Environmental Policy, Oregon State University; MS, Forest Resources / Natural Resources Policy and Law, Oregon State University; BS, Environmental Studies, University of Oregon | **Registration:** Professional Wetland Scientist | **Location:** Keizer, OR | **Qualifications:** Julie's areas of expertise include wetland delineations, wetland and stream functional assessments, state and federal wetland and waters permitting, and National Environmental Policy Act (NEPA) and Endangered Species Act (ESA) compliance documentation.

**Current Assignments - Project name | % of time spent | Estimated completion date:** **Knights Bridge Road Bridge Rehabilitation Project,** Clackamas County | 10% | 04/2024; **Transition Parkway and Linear Park Project,** City of Millersburg | 10% | 04/2024; **Dodge Island Bridge Replacement Project,** Benton County | 25% | 06/2025

**Project Experience:** ● **Reservoirs to Distribution - Transmission Main,** City of Yamhill, OR ● **Jasper Trunk Sewer Phases 1, 2, and 3,** City of Springfield, OR ● **Turner Transmission Main,** City of Turner OR

# 5.7 Project Understanding & Approach

94%

of our work is repeat business

The Consor team has a long history of, and a solid reputation for, listening to our clients' requirements, concerns, and ideas, and incorporating the outcome of these discussions into our project deliverables.

## Project understanding of key issues and challenges

### Project Understanding

The City identified capacity improvements needed in Basins 4, 5, and 6 in its 2021 Wastewater Master Plan (WWMP). These include upsizing existing sewers and extending new sewers to redirect flows away from constricted areas. The combined capital costs for these projects identified in Table 1-5 of the WWMP is $14.25 million. The City has secured state and federal funding through the Clean Water State Revolving Funds and the Community Development Block Grant program for a portion of this project.

The City intends to hire a consultant to complete design development, obtain permitting clearances, assist with public outreach, and support the bid and construction phases. The current schedule has design beginning in January 2024 with construction commencing in 2025.

| KEY ISSUES AND CHALLENGES | |
|---|---|
| 1 | **Federal funds require permitting that could extend project delivery** |
| 2 | **Oregon Department of Transportation (ODOT) and Railroad permitting** |
| 3 | **Construction impact on public and business** |
| 4 | **Basin 5 expansion needs uncertain** |

A project understanding and key issues map is included at the end of this section.

## Approach to addressing key issues and challenges

### 1 Federal funds require permitting that could extend project delivery

Consor has assembled an experienced group of professionals to help guide this project through the HUD Environmental Review process and all related local, state, and federal permitting requirements. Our team approach to environmental compliance and permitting is focused on two critical paths that we have identified for project success: (1) HUD Environmental Review, and (2) Permitting Compliance.

#### Critical Path #1: HUD Environmental Review

Based on our understanding of the project components, the project does not meet the categorical exclusion criteria specified under 24 CFR 58.35(a) because the proposed improvements include new sewer lines and upgrades that result in an increase in capacity of more than 20 percent. As a result, the project would require a full Environmental Assessment (EA) to complete the HUD-required Environmental Review. The EA will thoroughly investigate the impacts of the project on the surrounding environment, community, and population and the impacts of the surrounding conditions on the project. The City must complete the Environmental Review of all project activities prior to obligating CDBG funds. As such, the team will begin working on the required EA Partner Worksheets during the Preliminary Engineering and Design Phase to confirm the level of environmental documentation that will be required for this project. After a cursory review of the project area, we anticipate that additional documentation will be required to address the following NEPA-related subjects:

- Contamination and Toxic Substances
- Floodplain Management
- Endangered Species
- Historic Preservation
- Wetlands Protection

#### Critical Path #2: Permitting Compliance

Based on our desktop review, it appears that only the South Trunk (Sanitary Sewer Basin 6) may have jurisdictional wetlands along the proposed improvements; however, our team will conduct a wetland and waters delineation of the entire project area, with a focus on areas proposed for improvements outside of existing roadways. This information will then be used to help facilitate environmental clearances, design and the identification of construction methods to avoid and minimize resource impacts to the most practicable extent. Our team has long-standing professional relationships with regulatory agency staff and will prepare all required permit documentation for this project while supporting the City during construction to comply with all permit conditions.

Permit applications will be submitted following 60% design to allow time for agency review and approval while the project design is developed.

## 2 Oregon Department of Transportation (ODOT) and Railroad permitting

The proposed sewer upsizing of 15 to 27 inch diameter between Hwy 30 and Port Avenue crosses under right of way controlled by ODOT and Portland and Western Railroad (PNRW). Permits to construct a new sewer will be required from both agencies. ODOT District 1 office in Astoria will be the permit issuer with Region 1 providing design review for the geotechnical, utility design, and traffic control. PNRW permitting is issued through Genesee & Wyoming Railroad Services in Wyoming.

Both agencies will require the proposed sewer to be installed in a casing pipe that extends to the right of way boundaries. In addition, the pipe alignment should be perpendicular to the right of way.

If the existing pipe does not have a casing large enough to install the larger pipe, a new casing would be needed and installed using a trenchless boring machine. The new casing alignment would likely shift to the northeast and line up with Port Avenue. The casing would need to extend approximately 275 feet from the edge of the ODOT right of way to the edge of the PNRW right of way at Port Avenue.

Based on our prior experience working with the railroad and ODOT, We suggest coordinating with these agencies with 30% design to get early input and accommodate extended permitting periods that can take six months to complete. Permits applications may be submitted following 60% design when the sewer alignment is set.

## 3 Construction impact on public and business

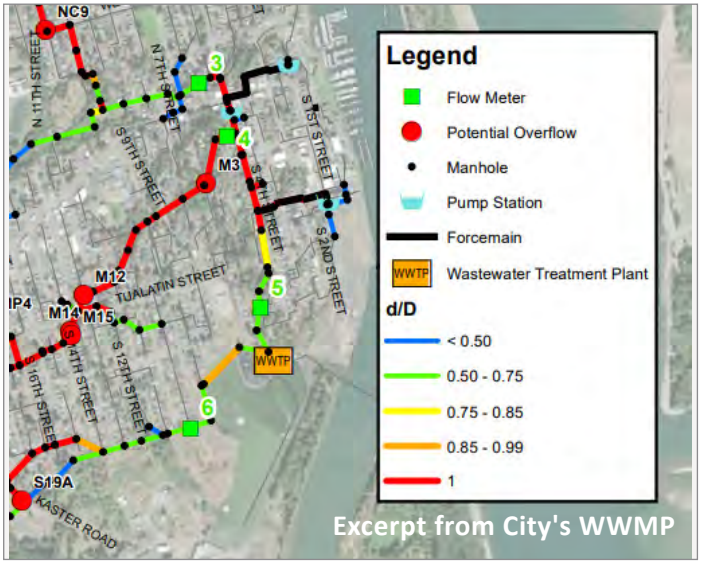
Both businesses and residents will be impacted by this project and may experience service interruptions during construction. Early outreach to impacted properties is recommended to educate the stakeholders of the project goals and potential impacts. It will also be important to coordinate with the property owners on property access requirements and then convey those to the construction contractor as part of the contract documents along with construction sequencing requirements to minimize bypass pumping and potential service interruptions.

Our team offers extensive experience with public involvement programs of all types. We have facilitated numerous low-key, “open house” informational-style public information forums. We have developed exhibits and slide shows and have led numerous workshop presentations for public officials where the general public is invited to participate. We have presented many projects as part of formal public hearing processes. The form that a particular public involvement program may take for a given assignment is often guided by the style of the managing public agency. Consor often advises on public involvement interests and assists our clients in carrying out the type of public information programming that is judged to best fit a project’s needs.

## 4 Basin 5 Expansion Needs Uncertain

The City intends to divert flows from Basin 4 directly to the treatment plant and reduce the hydraulic demands within Basin 5 and the Tunnel Interceptor. The RFP suggests the need to update the hydraulic model after construction and confirm the extent that capacity expansion in Basin 5 would be needed. The most expensive expansion improvement in Basin 5 is the tunnel interceptor sewer upsizing, because it will likely require mobilizing a tunneling machine.

However, Figure 18 in the WWMP suggest that this section of the interceptor may have sufficient capacity, especially after the diversion is completed. We suggest updating the model before construction is completed in Basin 4 to confirm, but we think Basin 5 improvements may be deferred or deleted. We will leverage Emily Flock, the City’s master plan lead modeler and author, to efficiently make the model updates and clarify the extent of work needed.




### Approach to meeting the City’s project goals

Our approach to meeting the City’s project goals include:

- ☑ Reduce risk of potential overflows in the sewer system
- ☑ According to the WWMP, Expanding the capacity of the sewer system should reduce the potential for overflows after construction. We will work with the City and its model to confirm the proposed expansion and diversion plans will meet the intended goals. Especially in Basin 5 where the flows may be diverted away and alleviate peak flow surcharging of the sewers, thus eliminating the need to upsize this portion of the system.
- ☑ There is also a risk of overflows during construction since many of the sewers will be replaced in the same alignment. Sewage flows must be maintained and bypassed around the work zone. We will also prepare staging and bypassing plans to reduce the risk of inadvertent overflows or spills.

## Begin construction in 2025

Delivering the design and obtaining permits to construct the project beginning in 2025 requires a coordinated effort between the design and permitting teams. Unfortunately, the project doesn't appear to meet the categorical exceptions from NEPA review and therefore will require additional time to complete. We will identify all permit requirements at 30% design and submit for permits at 60% design. This will allow the remaining design development to be completed while the permits are obtained. Our permitting team will complete plan review at each design stage to confirm the project is consistent with the permit conditions as well.

## Target Value Delivery

We will follow a target value delivery process that will help meet the City's objective to maintain cost controls. The key steps include A) establishing the target values for cost, schedule, and risk at the project kick off, 2) completing preliminary design and cost estimate, 3) validating the targets through construction review, 4) monitoring targets through design life cycles, and 5) verifying the final design meets the value targets and is ready to advance to procurement.

See additional approach to cost management in Section 5.8.

### Describe the tools your team will maintain to effectively manage the project. Provide process for making and documenting decisions.

Bill's project management approach centers on meeting the City's needs and prioritizing City feedback by keeping the project flexible and adaptive. With Bill as the project manager, the City can expect a proactive lead who will drive the project to completion and leverage internal and partner subconsultant expertise for expectation-exceeding delivery.

## Tools Used by Our Project Manager

**Project Management Plan:** Clearly define communication lines, scope, schedule, budget, and general expectations of the team.

**Change Management Plan:** A defined process to document and communicate changes, including impact to scope, fee, and schedule.

**PM Software:** Consor's Deltek Vision software is used to track progress and report budget status in real-time, allowing project managers to confirm work progress relative to budgets and make adjustments as necessary.

**Earned Value Management (EVM)**: The EVM process blends the project schedule with the project budget to forecast the anticipated financial path of the project.

**QA/QC Plan**: Define roles, identify milestones, and utilize tracking forms to cross-check plans prior to any deliverables.

## Process for Making and Documenting Decisions

**Consor's process to making and documenting decisions:**

- Develop a detailed alternatives analysis.
- Document anticipated changes to the project scope, budget, and schedule.
- Communicate and review the alternatives with the City's PM to make a decision.
- Once a decision is made, document the City's decision. This documentation is done through a project specific Decision Log that is maintained for the project.
- Once a decision is made and documented, work can proceed on the project in accordance with the decision. The Decision Log is regularly reviewed with the City's PM. If there are schedule and budget implications associated with the decision, an amendment will be processed at an appropriate time.

### Describe internal procedures and/or policies associated or related to work quality and cost control.

We implement a comprehensive QA/QC program for our projects. The key to success is regular input from our senior-level engineers and communications throughout the process, resulting in efficient delivery of high-quality and accurate work. Sound engineering includes paying attention to the details essential for high-quality, low-maintenance, and long-lasting infrastructure, providing creative ideas to reduce cost. We will accomplish this through senior-level review of all key deliverables to provide designs that are accurate and complete. Detailed information about our policies and procedures to work quality and cost control can be found in sections 5.8 and 5.9 of this proposal.

### Describe management and organizational capabilities to ensure staffing availability to meet schedule.

The schedule in Section 5.10 shows our plan to deliver the Wastewater Collection System Capacity Improvements project per the dates shown in the RFP. That schedule includes what we anticipate as the critical path and notes describing what we see as the important project-specific considerations. Below are some of the internal processes we will apply to provide staffing availability to meet schedule.

- Reviewing and updating the schedule regularly and at key milestones in collaboration with our team to track progress and identify bottlenecks. Discuss potential schedule adjustments as needed with the City PM at regular check-in meetings and document adjustments via monthly progress reports submitted with our invoices.

- Develop an initial resource plan for all staff to confirm availability through the project by assigning staff with the right qualifications. The key staff identified in this proposal have adequate availability to drive the success of your project.
- Bill will review resource allocations on a monthly basis using our Vision Resource Management system, collaborate with our other project managers at our monthly resource meeting, and make adjustments to allocations as needed.
- Bill as the respective project manager will continue to serve as the project manager during construction to provide continuity and to provide our team with the tools needed to respond to Contractor RFI's and submittals and keep them on schedule.

## Tasks, Methodology, Team, Products, Input, and Timeframe

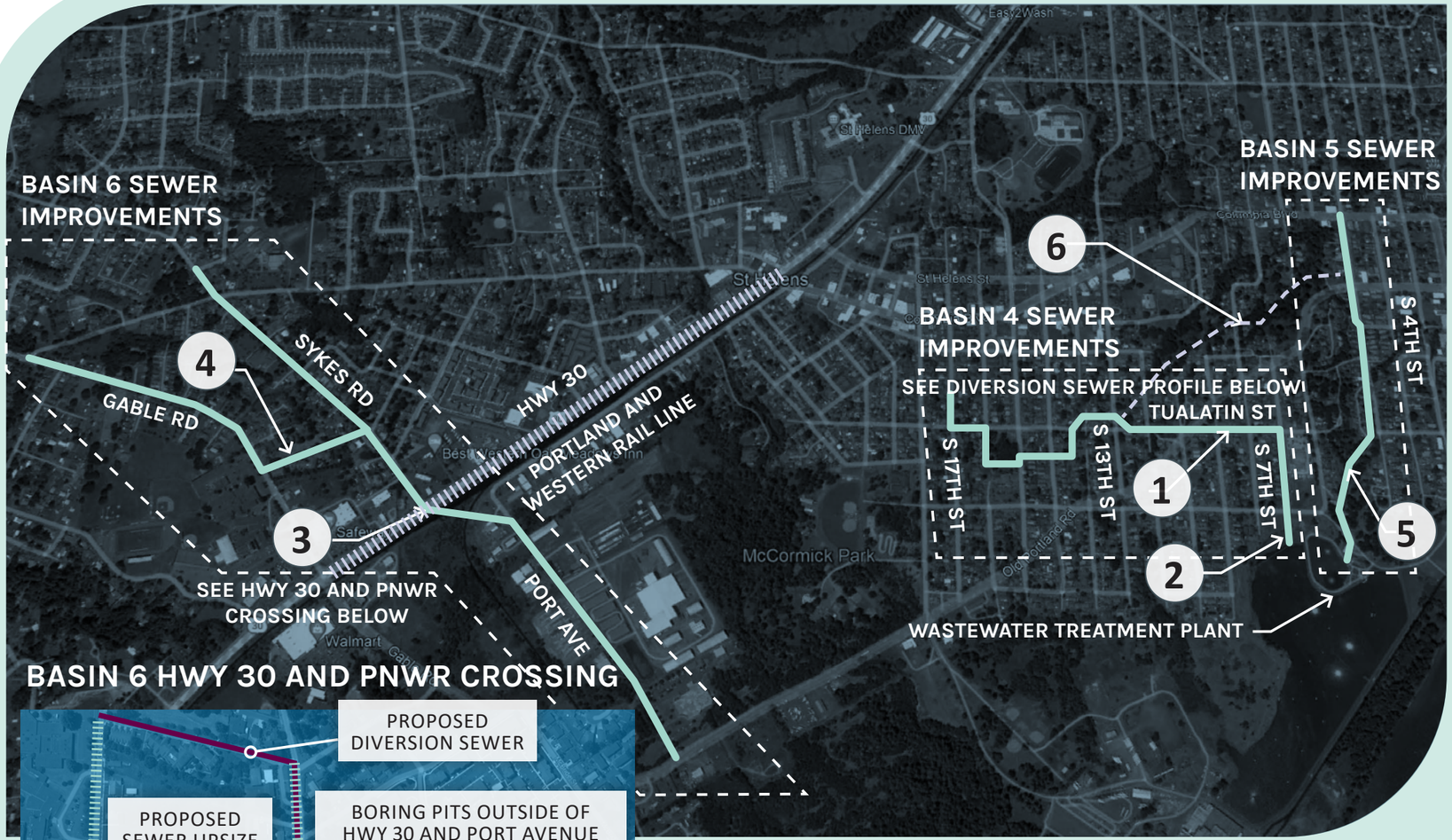
The following table provides a summary of the anticipated tasks associated with this project, the methodology and team members to be used to accomplish the tasks, the products that will result, points of input and review with City staff, and the estimated time to complete each task. We have also included possible optional tasks that might benefit the project for the City's consideration.

| Task/Activity | Methodology | Team Member | Products/Deliverables | Points of Input with City | Estimated Time Frame |
|---|---|---|---|---|---|
| **PROJECT MANAGEMENT AND COORDINATION** | | | | | |
| **Project Administration** | Proactively manage the consultant team, budget, schedule, and quality of work | Consor (Bill) | Schedule updates; Invoices; Progress reports | PM Check-ins | Full duration of project |
| **Kick-Off Meeting** | In-person | Consor (Bill, Brendan, Bart); S&W (Elliott); AKS (Julie, Nick) | Agenda; Meeting Notes | Review Agenda; Attend Meeting | One time- 1/2 Day |
| **Project Meetings** | Virtual | Consor (Bill, Bart, and other team members as needed) | Agenda; Meeting Notes | Review Agendas; Attend Meetings | Monthly |
| **Public Meetings** | In Person | Consor (Bill, Brendan, Bart and Other team members as needed) | Presentation materials | Review presentation materials; Attend Meetings | Up to three |
| **Quality Assurance/ Quality Control** | Review all project deliverables with dedicated QA/QC reviewers for completeness, accuracy, integrity, and constructability. | Consor (Bill, Brendan, Internal, subconsultant work, and constructability) S&W and AKS (Internal QA/QC) | N/A | N/A | Full duration of project. |
| **PRELIMINARY ENGINEERING AND DESIGN** | | | | | |
| **Data Collection and Review of Existing System** | Request data from City and Utilities; Review and verify recommended sizing and alignment of improvements | Consor (Bill, Bart) | Data request | Provide requested data | 1 month |
| **Environmental Compliance and Permitting** | HUD environmental review process; Wetland and waters delineation; Federal, State and local permitting compliance | AKS (Julie) | Permitting schedule; Draft and Final HUD Environmental Assessment documentation; Draft and Final wetland and waters delineation; Draft and Final Permit applications with supporting environmental documentation | Review draft wetlands delineation report, permit applications, and supporting environmental documentation | 8 to 9 months |

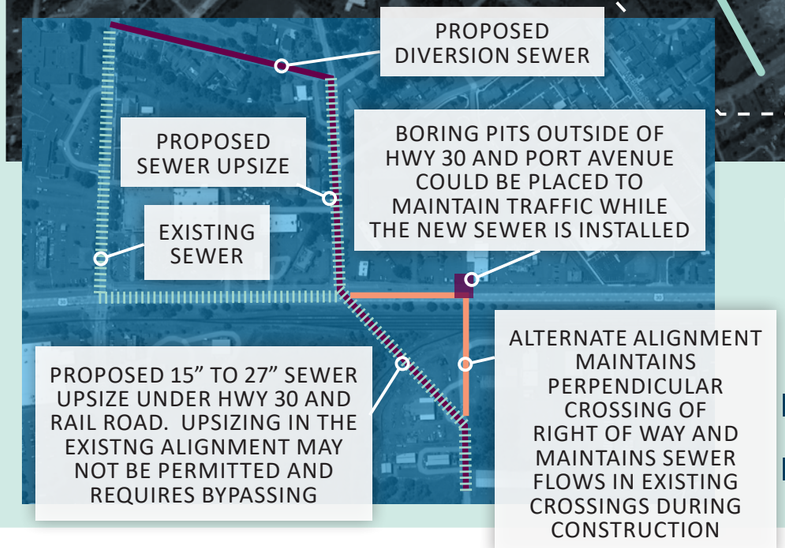
| Task/Activity | Methodology | Team Member | Products/Deliverables | Points of Input with City | Estimated Time Frame |
|---|---|---|---|---|---|
| **Survey** | Conventional Total Station Survey, GPS Survey, and Aerial Drone Mapping | AKS (Nick) | One-Call Utility locate tickets; Survey base map in with topography, utilities, wetland boundaries, and title reports, property lines and easements for impacted properties | N/A | 4 months |
| **Geotechnical Investigations** | Conventional getoechnical borings supplemented with Cone Pentration Tests | S&W (Elliott) | Geotechnical investigation plan; Permit applications and approvals; Draft and Final Geotechnical Report | Review TVD Alternatives and attend TVD Workshop; Review 30%, 60%, 90%, and Draft Final PS&E | 3 months |
| **Project Documents** | Design project using Target Value Design (TVD) to meet the City's objectives | Consor (key staff listed on the org chart and supplementary staff as needed) | Preliminary TVD alternatives; 30%, 60%, 90%, and Final PS&E; Comment Log with City review comments and resolution of comments | Review TVD Alternatives and attend TVD Workshop; Review 30%, 60%, 90%, and Draft Final PS&E | TVD Study: 3 Months<br>30% PS&E: 2 Months<br>60% PS&E: 3 Months<br>90% PS&E: 3 Months<br>Final PS&E: 2 Months |
| **BID SUPPORT PHASE** | | | | | |
| **Prepare Bid Package** | Prepare bid documents and support the City in the bidding process | Consor (Bill and Bart) | Bid documents; Addenda; Bid Tabulation; Recommendation of Award | Coordination regarding advertising and bid opening | 4 weeks |
| **CONSTRUCTION SUPPORT SERVICES** | | | | | |
| **Construction Support** | Provide engineering services, attend meetings, and perform periodic incpections to support the City during construction | Consor (Bill, Bart, and Justin and other team members as needed) | Agendas; Meeting Notes; Responses to RFIs, Submittal responses; Inspection reports; Record drawings | Regular coordination with City staff for the duration of construction | TBD, 200 days minimum |
| | | | | | |
| **OPTIONAL WORK TASKS** | | | | | |
| **1. Hydraulic Model Update** | Confirm improvement needs | Consor (Emily) | Technical memorandum with model update results | Provide model and review tech memo and findings | 1 month |
| **2. Prepare Legal Descriptions and Exhibits** | Prepare legal descriptions and exhibits to support easements acquisitions if needed | AKS (Nick) | Legals descriptions and exhibits | Review draft and final description | 1 month |

**Legend - Team Members**
**Consor** (Bill Evonuk, Brendan O'Sullivan, Bart Stepp, Justin Reeves, Emily Flock); **Shannon & Wilson** (Elliott Mecham); **AKS Engineering & Forestry** (Julie Wirth-McGee, Nick White)

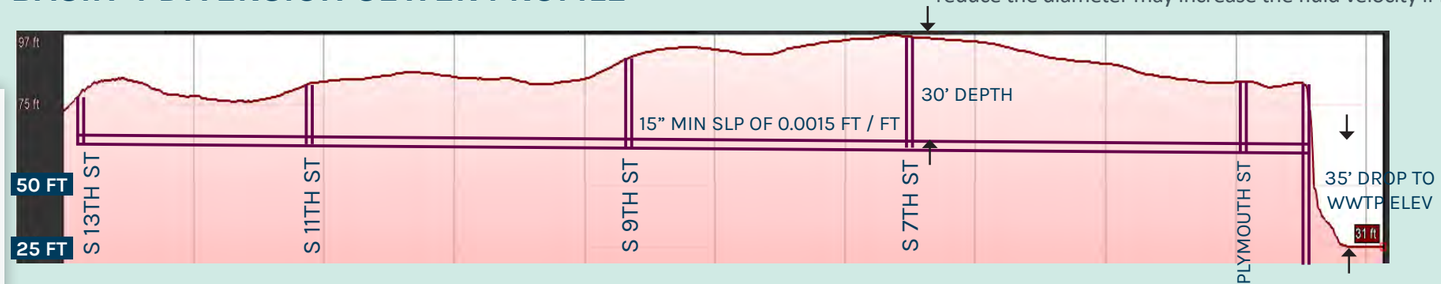
# UNDERSTANDING AND KEY ISSUES MAP




## BASIN 6 HWY 30 AND PNWR CROSSING




## BASIN 4 DIVERSION SEWER PROFILE




## Key Issues Notes

1. The 15” diversion sewer will be 30-ft deep as shown on the Basin 4 Diversion Sewer Profile and may require significant rock excavation. Open excavation is very expensive and disruptive to residents. A trenchless boring machine will be evaluated as an alternative installation method.
2. The diversion sewer must drop over 30 feet from Plymouth Street to the WWTP elevation as shown on the Basin 4 Diversion Sewer Profile. The Masterplan indicates the existing sewers leading to the plant surcharge during peak flows, so a new sewer may need to extend to the plant. This will be further evaluated during preliminary design with consideration of dissipating the water energy using a vortex manhole to limit erosion of the receiving sewers.
3. Upsizing the sewer in its existing alignment may not be possible and will require bypass pumping around Hwy 30 and the railroad. Considering a new alignment to avoid costly bypass pumping across port Avenue may be the most feasible option and allow the existing crossing to remain active during construction. See the inset crossing plan.
4. This diversion sewer appears to cross through two private parcels according to Columbia County Web Maps. Identifying and acquiring easements at 30% design will help to maintain the 2025 construction target.
5. Upsizing the combined tunnel sewers to a single 42-inch pipe will be challenging and may require boring a new parallel sewer. We recommended confirming if the tunnel sewer still needs to be upsized with the Basin 4 flow diversion. If yes, then evaluating options of boring a new line in the existing alignment or a new alignment would be considered.
6. Diverting flow from the canyon sewer may cause more solids to deposit and require more frequent cleaning. Future sliplining to reduce the diameter may increase the fluid velocity if needed.

# 5.8 Cost Management Approach

## Cost management approach and methodology

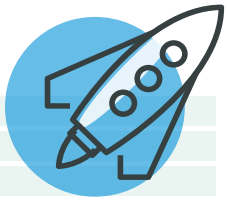
As a client service-oriented firm, the majority of Consor's business is repeat work with existing clients. This track record reflects the importance we place on implementing project controls and procedures that allow us to consistently deliver projects that meet our clients goals. Bill is responsible for Cost Control as well as for managing project scope and schedule. To accomplish this, we will manage the project to meet the established design budget as well as the overall project budget.

### Design Cost Control

Cost control starts with negotiating a scope of work that covers all the tasks and deliverables needed to achieve the project goals. Bill will build a Project-Specific resource plan and budget in our Deltek Vision software to track progress. This system reports budget status in real-time, allowing project managers to confirm work progress relative to budgets and adjust as necessary. Invoices are generated at the end of the month by the software, providing the project manager with a summary of the month's activity, progress and to-date expenditures for each task, which can be used to assess progress and budget (earned value). If Bill believes there is a potential for a budget issue, he will communicate with the City PM immediately regarding the problem he sees as well as offering some options for course-correction.

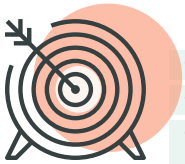
### Overall Project Cost Control

Construction costs for this project will heavily outweigh the design costs and will need to be actively managed throughout the design process. We will use a Target Value Design (TVD) approach using in house experts to meet the City's project goals. First we will meet with he City to establish the target cost, schedule and risks. During the preliminary design phase we will review potential alternatives by utilizing Emily Flock to review the City's model, review alternative methods of construction based on our team's (Brendan O'Sullivan and others) first-hand knowledge of the area, prepare preliminary cost estimates by in-house experts, review material life-cycle costs, and perform constructibility analysis by in-house construction experts. These alternatives will be reviewed with the City to confirm the desired project direction. At each design milestone we will compare the TVD outcome with the current design cost estimate to confirm the project is on track. If changes are needed, we will review the potential changes with the City to confirm any new direction the project should take to remain within the City's goals.



**Project Initiation**

- Project Management Plan
- Review Data & Identify Needs
- Project Kick-off Meeting
- Monthly review of design budget and schedule



**Confirm Performance Goals**

- Existing Document Review
- Preliminary Model Analysis
- Confirm City's targets for performing Target Value Design

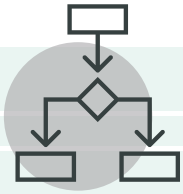
**Site investigations**

- Draft Investigation Plan
- Investigation Plan Workshop
- Geotechnical Explorations & Data Report
- Provide sufficient data for contractors to accurately bid the projects

**Target Value Design Analysis**

- Analyze potential alternatives
- Estimate costs of alternatives with in-house experts
- Review constructibility of alternatives
- Prepare draft TVD memo and recom-mendations
- Conduct TVD workshop with City to review/confirm findings

**Iterative Design Approach**



- Review TVD analysis at each design deliverable
- Update cost estimates
- Confirm estimated costs are within City's budget goals
- Perform constructibility analysis by in-house experts
- Make design changes to meet the City's goals

**Strategic Bidding Approach**

- Plan bidding when contractors are hungry for work
- Look at potential for multiple construction contracts to meet schedule
- Set appropriate pre-qualifications to minimize potential for change orders

# 5.9 Quality Management Approach

## BEST MANAGEMENT PRACTICES:

- Team flexibility – work and electronic file sharing.
- Distribute CADD standards for project uniformity and consistency.
- Pursue value added measures at every stage to reduce re-work.
- Utilize our proven internal project development process to assure bid ready plans.
- Make the City aware of upcoming submittals and unresolved issues.
- Optimize local resources to minimize delivery costs

Consor's team approach is to work as an extension of the City's staff and deliver PS&E projects that are bid ready including deliverables that are complete, accurate, and consistent and which highlight safety and constructability. **Consor is an ISO 9001 certified firm**. We have a QA/QC process that is audited internally and externally and assures an ever-improving product to our clients. Our project management and QA/QC processes are designed for consistency and start at project inception and continues through every milestone to completion.

## QA/QC PROCEDURES:

- QA/QC Manager (Brendan O'Sullivan) will conduct a QA review of intermediate/final deliverables and back-check so corrections are completed at various design stages/project completion.
- Create a project-specific Quality Management Plan (QMP) to be followed by the design team.
- Schedule appropriate time to thoroughly review all subconsultants plans, quantities, and specifications.
- Review milestone deliverable expectations with the City so we exceed expectations.
- Assemble project-specific design criteria and discipline checklists used throughout the life of the project.
- Distribute QMP to all team members at project kick-off, and familiarize them with the QMP.

## ERRORS/OMISSIONS (E&O) PREVENTION

- Review lessons learned database comments/ revisions from previous projects completed to help reduce future errors; improves deliverable accuracy while helping us "do it right the first time."

## BACKCHECKING AND VERIFICATION:

- PM reviews responses to comments to verify they are addressed, or clarification is received. Responses are provided either on plans or Excel spreadsheet and tracked to resolution.
- Scan all documents and maintain archives.
- Maintain quantity notebooks. Calculations are reviewed and initialed.
- Discuss all comments and responses with the project team and subconsultanst so impacts to other design elements are considered and addressed.

## QUALITY ASSURANCE

- Independent engineer will conduct QA review of final deliverables and verify so corrections are completed and consistent.
- Review will be performed at various stages of design and at project completion.
- Review typically includes inquiry into design assumptions, codes and regulations, constructability of the project, and feasibility to meet City goals.

## CONSTRUCTABILITY REVIEW:

- Review is performed by in-house construction, engineering, and inspection (CE&I) staff to identify phasing, right-of-way, access, adequacy of details, pay items, and potential for change orders.
- Coordinate with material suppliers to review that availability and pricing is consistent with the design assumptions.* Review construction sequencing notes and bypassing plans to identify potential issues with maintaining sewer service without risk of overflows.

Justin Reeves, PE will lead the constructability review. He has significant experience working with municipalities. His familiarity and knowledge will be a value-added asset to the project team.

**At 30%,** we will check that the TCP concept is safe and constructible, identify access issues and right-of-way/easement for construction, discuss cost-saving ideas, and review cross sections.

**At 60%,** we will perform a field verification of the design.

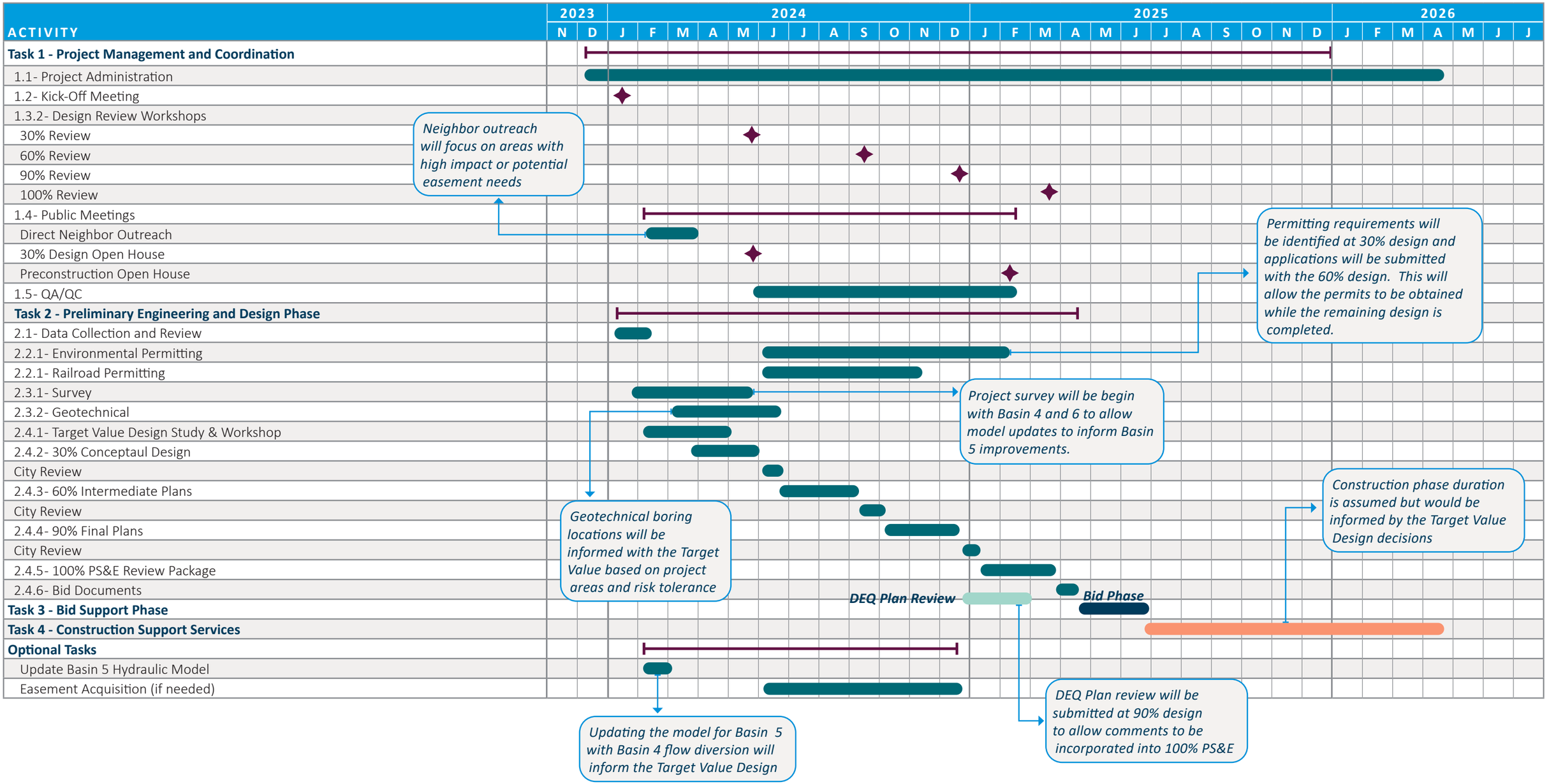
- Visit the field to check utility changes/development, condition of pavement/shoulders,and review traffic conditions for potential detours.
- Check TCP details for safety and duration, and suggest cost/time concepts.

**At 90%,** we will review pay items for usual pitfalls, change orders, check for safety, and review structure details.

- Use a constructability design review checklist and a lesson-learned library of previous errors & omissions (E&Os).

# 5.10 Project Schedule

The proposed project schedule follows the scope of work included in the RFP and meets the City's objective to construct the project by 2025. Using the streamlined approach of early identification and application of permitting clearances while the advanced design development is completed, the delivery schedule is reduced by 6 months. We have included the optional tasks identified in our approach to this schedule to illustrate how they would work with the project if selected. The construction phase assumes that each of the basins are constructed.



# 5.11 Past Projects

## 1. SANITARY SEWER REHABILITATION PROGRAM

CITY OF ST. HELENS, OR


With shallow sewer systems due to the presence of hard rock, the City was uniquely susceptible to inflow and infiltation (I/I) and localized flooding. With a relatively large portion of the existing sanitary sewer facilities located in backyards and side yards within public utility easements, the evaluation of the rehabilitation or replacement techniques was paramount to success. To minimize the impacts to the both traveling public and to residents, the design team (including the owner) preferred to rehabilitate sewers in place using trenchless techniques rather than the traditional open-cut construction method.

By using trenchless techniques, the project team minimized the footprint of construction and resolved access issues presented by existing properties appurtenances that made access with standard construction equipment (excavators and loaders) nearly impossible. In addition to the sewer inspection, condition assessment, and trenchless technique evaluation, other tasks included geotechnical explorations, easement planning and acquisition, sewer structure replacement/repair, environmental and cultural resource services, stormwater and hydraulic design, environmental clearances, and permitting.

**CONSULTANT'S ROLE:**
Prime

**KEY STAFF:**
- Brendan O'Sullivan, PE (Project Manager)
- Bill Evonuk, PE (QA/QC Reviewer)

**DURATION:**
01/2009 to 07/2017

**CONTRACT VALUE:**
$1.1M

**LOCATION:**
St. Helens, OR

**PROJECT CONTACT:**
Sharon Darroux, Engineering Manager,
City of St. Helens
**p:** 503.366.8243
**e:** sdarroux@sthelensoregon.gov

*[Consor] did a tremendous job in assisting the City with the I/I reduction project that included over 53,000 linear feet of sanitary sewer rehabilitation work and 22,000 linear feet of storm drainage improvements. Because of the timelines set forth by the ARRA program, the design schedule was extremely accelerated. Murraysmith provided exceptional performance in delivering designs on time and within the project budget*

—Sue Nelson, Former Public Works Director, City of St. Helens)

### Key Project Elements

- Sewer condition assessment
- Challenging site constraints demanded minimal impact to the public and residents
- Design of over 75,000 linear feet of pipeline rehabilitation employing numerous trenchless technologies

## 2. JASPER TRUNK SEWER PHASES 1, 2, AND 3

CITY OF SPRINGFIELD, OR


Consor provided complete engineering services to the City of Springfield for the Jasper Road Trunk Sewer project. Services included detailed alternatives analysis, design, bidding and construction management. The project consisted of approximately 20,000 feet of new gravity trunk sewer ranging from 12 to 27 inches in diameter.

The project provides service to previously unserved areas in the southeast portion of the City and includes additional connecting mains to allow for the abandonment of three existing sewage pump stations. Routing challenges along the proposed trunk sewer corridor includes an existing roadway and parallel railroad, underground and overhead utilities, wetlands, areas of shallow solid rock, easements and county right-of-way.

The project involved hydraulic modeling, highway and railroad permitting, and environmental permitting. Consor also provided property acquisition services for easements, as well as support to the City for a public information program.

**CONSULTANT'S ROLE:**
Prime

**KEY STAFF:**
- Bill Evonuk, PE (Project Engineer & Phase 3 Project Manager)
- Brendan O'Sullivan, PE (QA/QC)
- Julie Wirth-McGee, PWS (Environmental Permitting)

**DURATION:**
- Phase 1- 2009 to 2011
- Phase 2- 2010 to 2012
- Phase 3- 2020 to ongoing

**CONTRACT VALUE:**
$1.3M

**LOCATION:**
Springfield, OR

**PROJECT CONTACT:**
Jeff Paschall, Managing Civil Engineer, City of Springfield
**p:** 541.726.1674
**e:** jpaschall@springfield-or.gov

### Key Project Elements

- Alignment alternatives analysis and cost estimating
- Large diameter sewer design
- Deep sewer installation
- Railroad and ODOT permitting
- Environmental Permitting
- Trenchless Installation

## 3. 58TH STREET SEWER SANITARY SEWER

CITY OF SPRINGFIELD, OR


The City had experienced severe system surcharges and risks of overflows in the City's Thurston Trunk sewer, a gravity interceptor that serves a significant portion of east Springfield. A solution was found in available capacity in the City's Main Street trunk sewer, which lies parallel to the Thurston Trunk, approximately 5,000 feet to the south. Through preliminary design, Consor established that an 18-inch diameter bypass sewer could provide sufficient relief to remedy the surcharging. Because the amount of available vertical drop between the trunk sewers only allow for minimum slope even through the manholes, potential conflicts with existing utilities needed to be carefully addressed prior to construction.

Two of the original routing alternatives were eliminated because of existing conflicts. Other key interests include diversion structure design, state highway coordination, and permitting for trenchless highway crossing, Bonneville Power Administration easement acquisition through an existing greenway, and extensive coordination with local businesses and the public

**CONSULTANT'S ROLE:**
Prime

**KEY STAFF:**
- Bill Evonuk, PE (Project Manager)

**DURATION:**
June 2011 to December 2012

**CONTRACT VALUE:**
$240,000

**LOCATION:**
Springfield, OR

**PROJECT CONTACT:**
Jeff Paschall, Managing Civil Engineer, City of Springfield
**p:** 541.726.1674
**e:** jpaschall@springfield-or.gov

### Key Project Elements

- Sewer condition assessment
- Challenging site constraints demanded minimal impact to the public and residents
- ODOT Permitting
- Trenchless Installation

# 4. CEDAR MILL TRUNK JENKINS TO BEAVERTON INTERCEPTOR

CLEAN WATER SERVICES (CWS), OR

This project included replacing 4,200 feet of existing 36-inch reinforced concrete sewer pipe that was upsized with new 48-inch diameter fiver reinforced polymer pipe. Clean Water Service's (CWS) calibrated sanitary sewer model for the Cedar Mill Sanitary Trunk indicated that the existing 36-inch diameter reinforced concrete pipe would be capacity-deficient by 2025. In 2019, CWS conceived the project to replace 4,200 feet of the existing sewer with a new 48-inch diameter trunk via the design-bid-build model. An alternatives analysis identified a preferred alignment for the new trunk sewer.

During design, CWS switched the project delivery method to CM/GC, capitalizing on contractor engagement and facilitating early work packages to expedite schedule and navigate environmental constraints to complete construction by end of 2022. The alternatives analysis also resulting in the selection of the fiber reinforced polymer pipe as the 48-inch diameter pipe material for the sewer upsizing due to its light weight and anti-corrosion properties. A crossing of the TriMet Light Rail embankment required a blind auger bore be completed before access at the receiving shaft was possible, due to multiple construction constraints dictated by project stakeholders and schedule. The project also increased stream resiliency and connectivity of wetland complexes to combat hydromodifcation and added and improved boardwalks impacted by construction to appurtenances increasing park usability.

**CONSULTANT'S ROLE:**
Prime

**KEY STAFF:**
Brendan O'Sullivan, PE (Project Manager)

**DURATION:**
4/2018 - 12/2022

**CONTRACT VALUE:**
$988K

**LOCATION:**
Beaverton, OR

**PROJECT CONTACT:**
Wade Denny, PE, Principal Engineer, Clean Water Services (CWS), OR
**p:** 503.547.8117
**e:** DennyW@cleanwaterservices.org

## Key Project Elements

- Sewer pipe upsizing
- Dewatering challenges
- Access challenges
- Sensitive areas

## 5. ROCK CREEK SANITARY TRUNK LINE UPSIZING - PHASES 1 & 2

CITY OF SHERWOOD, OR


This project includes replacing 3,800 feet of existing 15- and 18-inch diameter sanitary trunk line that will be upsized with new 24- and 27-inch diameter trunk sewer, respectively. The alignment of the sewer runs across Tualatin-Sherwood Road and Union Pacific Railroad rights-of-way, and through private property, the Tualatin River National Wildlife Refuge, and designated wetlands and vegetated corridors.

The upsizing of the sewer is being completed with multiple installation techniques (open cut, and auger boring) that were established through the alternatives analysis stage of the project. The project includes cultural resource investigations, wetland delineation, geotechnical investigations, state/federal environmental permitting, and wetland restoration.

Phase 1 of the project experienced multiple challenges during construction due to the Covid-19 pandemic, material supply issues/delays, and contractor labor shortages. These challenges resulted in a second construction season being required to complete the installation of the dry sewer pipe. Phase 2 will complete the installation of the upsized sewer and reconnection to the the existing sewer trunk.

**CONSULTANT'S ROLE:**
Prime

**KEY STAFF:**
Brendan O'Sullivan, PE (Project Manager)

**DURATION:**
**Phase 1:** 4/2019- 6/2023

**Phase 2:** 9/2024 - Ongoing

**CONTRACT VALUE:**
**Phase 1:** $1.4M (Design & Construction)

**Phase 2:** $755,000 (Design)

**LOCATION:**
Sherwood, OR

**PROJECT CONTACT:**
Jason Waters, PE, City Engineer, City of Sherwood, OR
**p:** 503.925.2304
**e:** watersj@sherwoodoregon.gov

### Key Project Elements

- Permitting (environmental and local)
- Bidding support and construction management
- Trenchless crossing of a 190-linear foot county roadway right-of-way with a 30-foot tall embankment
- Right-of-way acquisition

# 5.12 Reference

The following client representatives are familiar with Consor's quality of work. We encourage the City to contact any of our client references.

### CITY OF ST. HELENS, OREGON

**Sharon Darroux | Engineering Manager**

**a:** 265 Strand Street, St. Helens, OR 97051
**p:** 503.366.8243
**e:** sdarroux@sthelensoregon.gov

**Project:**

**#1.** *Sanitary Sewer Rehabilitation Program*

### CITY OF SPRINGFIELD, OREGON

**Jeff Paschall | Managing Civil Engineer**

**a:** 225 Fifth Street, Springfield, OR 97477
**p:** 541.726.1674
**e:** jpaschall@springfield-or.gov

**Projects:**

**#2.** *Jasper Trunk Sewer Phases 1, 2, and 3*

**#3.** *58th Street Sewer Sanitary Sewer*

### CLEAN WATER SERVICES (CWS), OREGON

**Wade Denny, PE | Principal Engineer**

**a:** 2550 SW Hillsboro Hwy, Hillsbor, OR 97123
**p:** 503.547.8117
**e:** DennyW@cleanwaterservices.org

**Project:**

**#4.** *Cedar Mill Trunk Jenkins to Beaverton interceptor*

### CITY OF SHERWOOD, OREGON

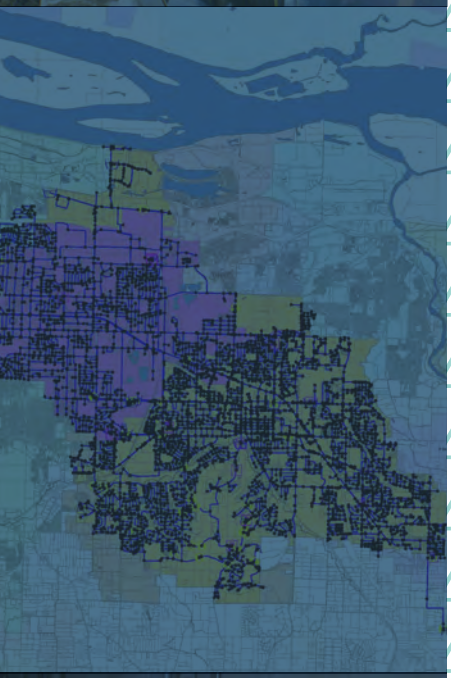
**Bob Galati, PE | City Engineer**

**a:** 15527 SW Willamette Street Sherwood, OR 97149
**p:** 503.925.2303
**e:** jGalatiB@SherwoodOregon.gov

**Project:**

**#5.** *Rock Creek Sanitary Trunk Line Upsizing - Phases 1 & 2*


*Consor's recognition as one of the country's top 50 Trenchless Design Firms by Trenchless Technology magazine is a result of the emphasis our firm places on developing innovative solutions that reduce risk, minimize costs, and lessen the social and environmental impacts for our clients and the communities in which we live and work. We are currently providing these services for the Cities of Newberg, Portland, and Dundee.*



APPENDIX

# A - Resumes

# B - Contract Change Requests

# Appendix A - Resumes

## BILL EVONUK, PE | *Project Manager*

Bill will serve as project manager, providing direct, local coordination with St. Helens during design, permitting, and construction management. Bill brings technical expertise and project management experience on projects similar to the Wastewater Collection System Capacity Improvements project, which will help cement our team and keep this project on track. He is a highly experienced project manager with the ability to lead multiple complex projects at once. Leveraging the skills of this experienced team, Bill will be committed, available, and focused on high-quality and timely delivery.

**Current Assignments - Project name | % of time spent | Estimated completion date:**
**Tualatin Moving Forward Transportation Bond Program,** City of Tualatin, OR | 40% | 12/2023; **Storm Assessment - River Road Santa Clara,** Lane County, OR |15% | 12/2024; **McKenzie River Intake, Pump Station, and Water Treatment Plant,** Springfield Utility Board OR/STANTEC | 20% | 12/2028; **Jasper Trunk Sewer Phase 3,** City of Springfield, OR | 10% | 12/2024; **KC City Engineer,** City of King City, OR | 5% | Ongoing

### EXPERIENCE
23 years

### PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:
20%

### LOCATION
Portland, OR

### EDUCATION
BS, Civil Engineering, University of Portland

### REGISTRATIONS
Professional Engineer- OR & WA

### UNIQUE QUALIFICATIONS
- Experienced project manager who understands how to deliver complex, high-quality pipeline projects
- Program Management
- Gravity Sewer Design
- Trenchless Design
- Alternatives Analysis
- Pipeline Routing Analysis
- Environmental Permitting
- ODOT Permitting
- Railroad Permitting
- Cost Estimating
- Construction Management

### KEY PROJECT EXPERIENCE

**SANITARY & STORM SEWER REHABILITATION PROGRAM, CITY OF ST. HELENS, OR;** *QA/QC Reviewer.* Working along Brendan, Bill served as QA/QC reviewer assisting the City of St. Helens with a $10 million storm and sanitary sewer system rehabilitation and I&I reduction program involving improvements to both sanitary sewer and storm drainage systems. Work involved developing assessment and prioritization tasks for approximately 75,000 linear feet of sanitary and storm sewer rehabilitation and reconstruction. This work involved a holistic approach that both remedied I/I and improved stormwater routing. Piping improvements included open cut construction, CIPP, pipe bursting, as well as pipe ramming.

**JASPER TRUNK SEWER PHASES 1, 2, AND 3, CITY OF SPRINGFIELD, OR;** *Project Engineer / Phase 3 Project Manager.* Bill served as project engineer for phases 1 and 2, and is currently serving as project manager for phase 3 of the Jasper Trunk Sewer project for the City, which consists of approximately 20,000 feet of new gravity trunk sewer ranging from 12 to 27 inches in diameter. The project will serve a previously unserved area in the southeast portion of the City and includes additional connecting mains to allow for the abandonment of three existing sewage pump stations and for the extension of gravity sewer service into a currently developing area of the City. The project is complicated by routing challenges along the proposed corridor, including an existing roadway and parallel railroad, underground and overhead utilities, and wetlands. The project involves a routing alternatives analysis, hydraulic modeling, and highway, railroad, and environmental permitting.

**12TH STREET SANITARY SEWER REHABILITATION, CITY OF MCMINNVILLE, OR;** *Project Manager.* This project included rehabilitation and replacement of approximately 20,000 feet of sanitary sewer mains ranging in size from 6- to 24-inch in diameter. This project required close coordination with property owners, as many of the mains were located along back lot lines. The project also included replacing laterals within the right-of-way, pavement rehabilitation, and new ADA-compliant curb ramps.

## PROJECT EXPERIENCE CONTINUED...

**58TH STREET SANITARY SEWER BYPASS, CITY OF SPRINGFIELD, OR;** *Project Manager*. The City experienced severe system surcharges and risks of overflows in the Thurston Trunk sewer, a gravity interceptor that serves a significant portion of east Springfield. A solution was found in available capacity in the City's Main Street trunk sewer, which lies parallel to the Thurston Trunk, approximately 5,000 feet to the south. Through preliminary design, Consor established that an 18-inch diameter bypass sewer could provide sufficient relief to remedy the surcharging. Because the amount of available vertical drop between the trunk sewers only allow for minimum slope, even through the manholes, potential conflicts with existing utilities needed to be carefully addressed prior to construction. Other key interests include diversion structure design, state highway coordination, Bonneville Power Administration (BPA) easement acquisition through an existing greenway, and extensive coordination with local businesses and the public.

**FRANKLIN/MCVAY SANITARY SEWER LINE EXTENSION, CITY OF SPRINGFIELD, OR;** *Project Manager.* This project consisted of extending an existing gravity trunk sewer approximately 5,000 feet into the Glenwood area near the Willamette River with new 18-inch diameter pipeline and modifications to an existing pump station and force main. Murraysmith managed all aspects of the project, included survey, geotechnical explorations, permitting, preparing alternatives analysis and preliminary design report, final design, traffic control design, and construction management and inspection. The project also included close coordination with the Union Pacific Railroad for a portion of the new sewer to be constructed under an existing railroad trestle. Murraysmith also assisted the City with an accelerated jurisdictional transfer of Franklin Boulevard/ McVay Highway from the Oregon Department of Transportation (ODOT) to the City of Springfield to allow closure of the roadway during construction.

**LARGE-SCALE SANITARY SEWER REHABILITATION PROGRAM, CITY OF PORTLAND, BUREAU OF ENVIRONMENTAL SERVICES, OR;** *Project Manager/Project Engineer.* Bill served as the project manager on several project assignments under the City of Portland's $250M large-scale sewer rehabilitation program involving structural repairs and replacement of critical combined and sanitary sewers throughout the city. Murraysmith completed condition assessment and designs of roughly 200,000 feet of sewer mains under this program.

**SANITARY SEWER REHABILITATION, CITY OF SPRINGFIELD, OR;** *Project Engineer.* Bill served as project engineer for a major collection sewer upgrade program for the City of Springfield. He assisted with the design, including preparation of plans, specifications, and estimates for the project, which included rehabilitation or replacement of approximately 45,000 feet of 8-inch to 42-inch diameter sewer mains, 11,500 feet of service laterals, over 500 cleanouts, and 115 manholes. Much of this work was on private property. Pipeline rehabilitation involved both cured-in-place pipe (CIPP) and pipe bursting trenchless construction. The program included nine separate construction contracts.

**DAWSON CREEK SEWER DIVERSIONS, CLEAN WATER SERVICES, OR;** *Project Engineer.* Discharges by large industrial customers began causing issues with the Dawson Pump Station and force main system, reducing capacity and increasing risk of overflows. The least-cost solution was to divert industrial flows around the pump station into the existing gravity trunk sewer, and use the pump station to pump only domestic-type flows. Two upstream diversions were constructed to reroute upstream domestic flows into the west 42-inch diameter interceptor, and industrial flows into the east 42-inch interceptor. Bill led the design of the diversion structures and modifications at the existing pump station.

## BRENDAN O'SULLIVAN, PE | *Principal-In-Charge, QA/QC/Technical Advisor*

An expert in sewer rehabilitation projects involving trenchless methods, Brendan is an excellent resource for design and constructability. He has the institutional knowledge and relationships with districts permitting and acquisition staff and local stakeholders to make the design and permitting of the Wastewater Collection System Capacity Improvements project successful. He has served in a variety of design and construction administration roles on large and small diameter sanitary and storm sewers, delivering many of those projects in Oregon and Washington.

**Current Assignments - Project name | % of time spent | Estimated completion date:**
**Rock Creek Sewer Upsizing, Phase 2,** City of Sherwood, OR | 25% | 03/2025; **Rural Transmission Line Replacement, Phase 1,** City of Tillamook, OR | 20% | 10/2026; **Boeckman Creek Sewer Replacement, Phase 1, C**ity of Wilsonville, OR | 20% | 03/2024; **Sanitary Sewer Master Plan,** City of Tillamook, OR | 10% | 05/2025; **SW Shattuck-Windsor Court Waterline Replacement,** Valley View Water District, OR | 5% | 11/2024; **Schoenbar Culvert Rehabilitation,** City of Ketchikan, AK | 5% | 08/2024

### EXPERIENCE
18 years

### PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:
10%

### LOCATION
Portland, OR

### EDUCATION
BS, Civil Engineering, University of Portland

### REGISTRATIONS
Professional Engineer- OR, WA, TX, & TN

### UNIQUE QUALIFICATIONS
- Gravity Sewer Design
- Trenchless Technologies
- Environmental Permitting
- Sewer Pipe Condition Assessment
- Sanitary Sewer Rehabilitation
- Sewer Piping Rehabilitation
- Inflow & Infiltration Rehabilitation

### KEY PROJECT EXPERIENCE

**SANITARY & STORM SEWER REHABILITATION PROGRAM, CITY OF ST. HELENS, OR;** *Project Manager.* Brendan served as project manager on this project that includes the rehabilitation of approximately 75,000 feet of sanitary sewer pipe ranging from 6 to 12 inches in diameter via pipe bursting, cured-in-place pipe, sliplining, and conventional open trench excavation methods, and the construction of new stormwater collection facilities. His responsibilities included pipeline condition assessment, long-range cost estimating, and critical path scheduling for bidding and construction to complete the project over a multi-year construction schedule governed by available funding. Project also included the installation of 66" storm culvert installed via pipe ramming to convey surface flows removed from the sanitary sewer.

**CEDAR MILL CREEK SANITARY/STORM TRUNK, CLEAN WATER SERVICES, OR;** *Project Manager.* This project involves the upsizing of 4,900 feet of existing 36-inch diameter concrete gravity trunk sewer with a new 48-inch diameter sewer. The Murraysmith team completed the alternatives analysis, preliminary design, and final design and is currently providing construction phase support for the project. The sewer alignment travels through a larger wetland complex in Washington County the require extensive permitting and erosion control design

**ROCK CREEK SANITARY TRUNK LINE UPSIZING - PHASES 1 & 2, CITY OF SHERWOOD, OR**; *Project Manager.* Consor recently completed the design of the Phase 1 Rock Creek Sanitary Sewer Upsizing project which includes the upsizing of approximately 1,200 feet of capacity-deficient 18-inch diameter sanitary sewer trunk within a new 24- inch diameter PVC sewer trunk and appurtenances. The new trunk sewer will be installed via open cut with a trenchless crossing via auger boring method at SW Tualatin-Sherwood Road. Consor is currently providing full construction management services including on-site observations. Brendan served as the Project Manager and Engineer of Record for the design phase and is currently serving as Project Manager for the Construction Management phase of the project.

**BROOKMAN TRUNK SEWER PHASE 1, CLEAN WATER SERVICES, OR;** *Project Manager.* Brendan led an interdisciplinary team of engineers and environmental consultants performing the alternatives analysis phase of this project. This project involves extending an existing 15-inch diameter sanitary sewer trunk within the City of Sherwood, for two miles through unincorporated Washington County, Urban Reserve Area and crossing 99W to serve a new high school and development area in west Sherwood. In addition to extending the existing sanitary sewer trunk, the initial phase included evaluation of a suite of enhancement actions within the stream, wetland and riparian corridor to address stream resiliency and hydromodifcation.

## BART STEPP, PE | *Lead Design Engineer*

Bart has 27 years of experience in water and wastewater system planning, design, construction, operations, and management. Bart worked 4 years for a state drinking water authority, 16 years for public agencies, and 7 years as a consultant. This rather unique combination of work experience as a regulator, water operator, and as a consultant gives him a wide range of experience and knowledge to deliver the best solution for the client.

**Current Assignments - Project name | % of time spent | Estimated completion date:**
**Camrosa Water District PV Well 2** |15% | 08/2024; **Yacolt Water System Consolidation** | 20% | 12/2025; **Clean Water Services Lift Station Siting Studies** | 10% | 1/2024; **Battle Ground Well 6 Iron and Manganese Treatment** | 10% | 12/2024

**EXPERIENCE**
27 years

**PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:**
40%

**LOCATION**
Portland, OR

**EDUCATION**
MSCE, Civil Engineering, University of Portland;

BS, Mathematics, College of Idaho

**REGISTRATIONS**
Professional Engineer- OR & WA

Water Distribution Level 4 Operator – OR & WA

**UNIQUE QUALIFICATIONS**
- Wastewater System Design
- Wastewater Operations and Management
- Water Treatment Design
- Water System Planning
- Water System Operations and Management
- Construction Management of Municipal Treatment Facilities

### KEY PROJECT EXPERIENCE

**WOODLAND WASTEWATER COLLECTION SYSTEM IMPROVEMENTS, WOODLAND, WA;** *Public Works Director.* Bart oversaw a major wastewater collection system improvements project in the older part of town. The project was a mixture of replacing existing sewer mains with new sewer mains with traditional trench construction and cured in place pipe (CIPP) sewer lining. Bart was responsible for all parts of the project including design, bidding, and construction.

**SILVERTON MCCLAINE STREET PROJECT, CITY OF SILVERTON, OR;** *City Engineer.* Bart provided construction management services for this road improvement project, including day-to-day construction observation. Project consisted of reconstructing a major collector road through the heart of town that included water, storm, and sewer utility improvements. Over 2,000 feet of old 8" sewer main was replaced with 10" PVC sewer main along with new sewer services to residences and businesses along McClaine Street.

**SILVERTON 2022 CIPP PROJECT, CITY OF SILVERTON, OR;** *City Engineer.* Bart designed and managed a CIPP sewer lining project of several thousand feet of 8" sewer main.

**LA CENTER WASTEWATER TREATMENT PLANT, CITY OF LA CENTER;** *City Engineer.* Bart managed the Contractor and Design Consultant during the construction of an $11 Million wastewater treatment plant upgrade that converted a sequence batch reactor (SBR) plant to a membrane bio-reactor (MBR) plant in La Center, Washington.

**SILVERTON WWTP HEADWORKS IMPROVEMENTS PROJECT, CITY OF SILVERTON, OR;** *City Engineer.* Bart managed the design and construction of a new headworks screen at the Silverton Wastewater Treatment Plant. The new screen was installed in an existing bypass channel and was completed without any downtime of the existing system. The new screen has 1/8" openings and replaced the existing screen that had ½" openings. The increased screening removal significantly reduced the amount of solids entering the plant, improving operations.

**RUSTLEWOOD SEWER CIPP PROJECT, RUSTLEWOOD, MASON COUNTY, WA;** *Deputy Director.* Bart managed the design, bidding, and construction of a CIPP project in the Rustlewood Community in Mason County, WA that lined the entire sewer system for the residential community.

## EMILY FLOCK, PE | *Hydraulic Modeling*

Emily brings more than nine years of experience in wastewater, water, and stormwater master planning. She specializes in hydraulic modeling, working in InfoWater Pro, InfoSWMM, PCSWMM and other platforms. She enjoys working closely with public works staff to understand their system and develop quality solutions in a cost-effective manner. Emily excels at analyzing system conditions and utilizing hydraulic models to optimize facilities and provide practical improvements to meet system needs. Emily's collaborative approach prioritizes operations and simple design to meet the goals of her clients

**Current Assignments - Project name | % of time spent | Estimated completion date:**
**Water System Master Plan,** City of Dalles, OR | 25% | 6/2024; **Boeckman Creek Sewer Interceptor,** City of Wilsonville, OR | 20% | 03/2024

**EXPERIENCE**
9 years

**PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:**
**10%**

**LOCATION**
Portland, OR

**EDUCATION**
BS, Environmental Engineering, Oregon State University

**REGISTRATIONS**
Professional Engineer- OR

**UNIQUE QUALIFICATIONS**
- Utility master planning
- Computerized hydraulic analysis & modeling
- Capital improvement program development
- Infiltration and inflow analysis
- Flow monitoring field work and analysis

### KEY PROJECT EXPERIENCE

**SEWAGE COLLECTION SYSTEM STUDY, CITY OF TILLAMOOK, OR;** *Project Engineer.* The City contracted with Consor to complete an infiltration and inflow (I/I) study of the sewer system to recommend options to reduce sanitary sewer overflows (SSOs). The City's sewer system is heavily strained during the wet season due to high I/I in the system. The I/I study included flow monitoring, pump station run time evaluation, hydraulic modeling, and alternatives analysis for I/I mitigation and reduction.

**UPPER ZONE WATER SYSTEM ANALYSIS, CITY OF OREGON CITY, OR;** *Project Engineer.* This project provided an analysis of the City of Oregon City's water system upper pressure zone to refine master plan project implementation plan, based on current demand and increased demand from growth. This project included an update of the system hydraulic model, analysis of transmission deficiencies, evaluation of cost-effective options to maximize storage, and development of an implementation plan including a phased approach and short term and long term project triggers for implementation.

**WATER MASTER PLAN UPDATE, CITY OF WEST LINN, OR;** *Project Engineer.* Consor is currently working for the City of West Linn, Oregon to update their Water System Master Plan. The project includes rebuilding the distribution system model; reviewing hydrant testing and water meter consumption data to assess existing system demand; evaluating growth to project future demands; analyzing supply, storage, pumping and distribution capacities to meet projected system demands; and developing the capital improvement plan (CIP). The project team will also complete a seismic resilience analysis to identify key components of the water system and provide recommendations to improve system redundancy and resiliency. Consor developed the City of West Linn's previous 2008 plan and has been a trusted partner with the City for years

## FULGENCE BUGINGO, PE | *Utility Coordination/ROW Permitting*

As Consor's most senior utility coordinator and subsurface utility engineering (SUE) engineer, Fulgence brings valuable experience with utility conflict identification and analysis, utility relocation assessments, and permitting. He has completed numerous and complex ODOT and local municipality roadway and interchange projects as well as water transmission and sewer pipeline projects in the Pacific Northwest.

**Current Assignments - Project name | % of time spent | Estimated completion date:** **US101 Garibaldi Urban Upgrades,** ODOT| 15% | 03/2024; **King City Metro Westside Trail and Street Extensions,** City of King City, OR | 30% | 06/2024; **Tillamook Water Rural Transmission Line,** City of Tillamook, OR | 10% | 08/2024; **Morrow and Umatilla County ADA Curb Ramps Ph 2,** ODOT | 15% | 04/2024; **City Engineering Services,** City of King City, OR | 10% | Ongoing

### EXPERIENCE
32 years

### PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:
40%

### LOCATION
Portland, OR

### EDUCATION
BSCE, National School of Public Works, Algiers, Algeria

### REGISTRATIONS
Professional Engineer- OR & WA

### UNIQUE QUALIFICATIONS
- Subsurface Utility Engineering (SUE)
- Utility Verified Vertical & Horizontal (VVH)
- Utility Coordination & Relocation
- Utility Undergrounding
- Permitting Pressure Pipeline Design
- Gravity Water and Sewer Pipeline Design
- Construction Management & Inspection

### KEY PROJECT EXPERIENCE

**BEAVERTON/HILLSDALE HIGHWAY WATER AND SANITARY SEWER FACILITIES RELOCATION DESIGN, CITY OF BEAVERTON, OR;** *Design Engineer.* Fulgence completed designs for water and sanitary sewer pipeline relocations as required for roadway reconstruction with proposed Beaverton/Hillsdale highway work for the City of Beaverton, Oregon and the West Slope Water District. Fulgence's work on this project included preparation of construction cost estimates, producing cost comparisons for design options and processing contractor submittals.

**SE DIVISION STREET RECONSTRUCTION PROJECT, CITY OF PORTLAND, OR;** *Utilities/SUE.* Fulgence provided SUE and utility coordination services for the SE Division Street Reconstruction project for the City of Portland. Fulgence's activities included records research, designating, survey, mapping, conflict analysis, development of test hole recommendations, and coordination of potholing. Work also included review and approval of utility relocation plans, and review of reimbursable utility relocations. The Division Street project provided roadway infrastructure, streetscape, traffic safety, sanitary sewer and stormwater management improvements to support the City of Portland Green Street/Main Street Plan. The project relieved the sewer backup and structurally deficient pipes with the project limits.

**OR217: SW 72ND AVE - OR10 (SW SCHOLL'S FERRY RD), ODOT;** *Utility Coordination and Relocation Lead.* Fulgence has just completed a full range of utility coordination and relocation activities for this ODOT project. The work includes but is not limited to: addition of northbound auxiliary lane sections; replacement of Hall Boulevard overcrossing structure; widening of OR217 at Hall Boulevard; modification of Pfaffle Street connection to Hall Boulevard; improved water quality treatment and detention facilities; storm water conveyance upgrades; retaining wall and sound wall construction; application of roadway striping and paving including subgrade stabilization; roadside development; installation of signage and sign structures.

**OR 18: NEWBERG-DUNDEE BYPASS PHASE I & 2, ODOT, OR;** *Project Engineer.* Fulgence is currently leading a comprehensive utility coordination and relocation program for this multi-phase modernization project that will create a new bypass around the cities of Newberg and Dundee. Four miles of highway construction, up to 63 structures, more than 25 stormwater facilities, multiple connections to local streets and four interchanges demand rigorous utility coordination and relocation orchestration.

## JUSTIN REEVES, PE | *Trenchless Design Lead / Construction Support Services*

Justin has experience providing engineering support for a variety of geotechnical, civil, and underground projects. His design experience includes utility and transit tunnels, deep excavations, subsurface investigations, and tunnel structure rehabilitation. His inspection experience includes jet grout column and slurry wall construction, soldier and secant pile installation, tieback and soil nail installation and testing, underground shotcrete placement, wood and concrete structural deficiency investigations, implementation of temporary erosion and sediment controls, monitoring of vibration and survey instrumentation for subsurface and above grade structures, and record keeping of labor, materials, and activities.

**Current Assignments - Project name | % of time spent | Estimated completion date:** **SPU Pump Station,** Seattle Public Utilities, WA | 30% | 06/2024; **Raw Waterline Replacement RP-2,** City of Warrenton, OR | 20% | 04/2024; **Willamette Water Supply Program Road Improvement,** City of Beaverton, OR| 10% | 10/2024; **Shattuck Road Waterline Replacement,** Valley View Water District, OR | 10% | 01/2024

### EXPERIENCE
9 years

### PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:
40%

### LOCATION
Portland, OR

### EDUCATION
ME, Civil Engineering, Oregon State University

BS, Civil Engineering, Seattle University

### REGISTRATIONS
Professional Engineer- OR, CA & ID

### UNIQUE QUALIFICATIONS
- Sewer system design and inspection experience; Geotechnical engineer in training

### KEY PROJECT EXPERIENCE

**I-205 WILLAMETTE RIVER BRIDGE FORCE MAIN, WES, OR;** *Project Engineer.* Recently, for the I-205 Willamette River Bridge Force Main project, he evaluated alternatives for each of the proposed trenchless undercrossings of the North bound on-ramp and off-ramp for connection to the on-bridge portion of the alignment. He coordinated geotechnical investigations for additional information necessary for the basis of design, trenchless construction claims mitigation and to meet ODOT Geotechnical Design Manual standards; coordinated trenchless design work between multiple agencies and consultant design teams and prepared non-standard ODOT special provisions as the Professional of Record.

**RAW WATERLINE REPLACEMENT (RP-1), CITY OF WARRENTON, OR;** *Construction Management.* Consor analyzed the existing raw waterline performance and assessed improvements optons, including pipe size/ pipe material, seismic resiliancy and construction methods. The project included the design and construction management for the installation of 2,500-LF a new 24-inch diameter HPDE DR26 via open-trench installation.

**BOECKMAN ROAD CORRIDOR OWNER'S REPRESENTATIVE SERVICES, CITY OF WILSONVILLE, OR;** *Project Engineer.* Consor was selected to provide owner's representative and construction management services for this four-in-one public works project to construct a bridge over Boeckman Creek and upgrade a rural roadway to urban safety standards with multi-modal improvements, install a half-mile of new sanitary sewer trunk main, and construct a new traffic signal.

**BANGOR-KEYPORT FORCE MAIN REPLACEMENT, KITSAP COUNTY, WA;** *Project Engineer.* This 18- to 24-inch diameter ductile iron pipe is approximately 40 years old. The project included reviewing the existing system, evaluating the corrosion of the pipeline and appurtenances for this section of the County sewer system, developing a physical testing plan, testing at 25 different locations along the piping alignment, and conducting a Triple Bottom Line analysis to review alternatives for the replacement of the pipeline.

**OLD TOWN SEWER PIPELINE IMPROVEMENTS, V.W. HOUSEN & ASSOCIATES & IRONHOUSE SANITARY DISTRICT OAKLEY, CA;** *Senior Staff Engineer.* Justin completed the geotechnical investigation and provided assistance with the design recommendations report for 1.8 miles of rehabilitation and replacement of six- to eight-inch sanitary sewer pipeline by open-cut trenching and pipe bursting/reaming methods

## ANDREW GIESY, PE | *Traffic control / Roadway*

Andrew brings over 19 years of experience working on a variety of utility and roadway infrastructure projects for clients throughout Oregon. He has served in a variety of planning, design, and construction engineering roles on several street and highway improvement projects that include modernization, preservation, safety, and transportation enhancements. He utilizes his expertise to see that designs are technically sound and meet safety standards

**EXPERIENCE**
19 years

**PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:**
25%

**LOCATION**
Portland, OR

**EDUCATION**
BSCE, Portland State University

**CERTIFICATIONS**
- ODOT HMAC Inspector
- ODOT General Construction Inspector
- ODOT Certified Asphalt Technician (CAT-I and CAT-II

**REGISTRATIONS**
Professional Engineer- OR

**UNIQUE QUALIFICATIONS**
- Multi-year paving experience
- Application of efficient PS&E process
- Asphalt quality assurance
- Risk-based pavement treatment selection experience

### KEY PROJECT EXPERIENCE

**1ST AND 2ND STREET PEDESTRIAN IMPROVEMENTS, CITY OF MCMINNVILLE, OR;** *Project Engineer.* Consor completed design, permitting, and ROW acquisition for the 1st and 2nd Street Improvements project. The project included improved sidewalks and crosswalks to promote bike and pedestrian movements and rehabilitation of 1,300 linear feet of sanitary sewer mains within the project area. The project provides capacity improvements to NE 2nd Street at the signalized intersections with the OR99W couplet. The improvements included providing left-turn lanes between updated traffic signals at the intersections of NE 2nd Street with NE Adams Street and NE Baker Street, as well as installation of a westbound to northbound right turn on NE 2nd Street at NE Baker St.

**ROYALTY PARKWAY STREET AND STORM DRAINAGE IMPROVEMENTS, CITY OF KING CITY, OR;** *Design Engineer/On-site Representative.* Consor completed design for the Royalty Parkway Street and Storm Drainage Improvements for the City of King City, Oregon. This project included the replacement of approximately 1,550 feet of severely deteriorated pavement and base rock with an improved roadway cross-section designed to accommodate existing vehicle and Tri-Met bus loadings. In addition, the project included the replacement of catch basins, storm drainage piping, driveway aprons, ADA ramps and speed bumps.

**DOWNTOWN STREETSCAPE PHASE 2 IMPROVEMENTS, CITY OF SHERWOOD, OR;** *Project Engineer & Construction Inspector.* Andrew led the streetscape and storm drainage designs, along with sewer rehabilitation designs for the project. Additionally, Andrew coordinated underground franchise utility designs and relocations in a congested alley corridor with follow-up construction inspection to ensure proper location and timeline to meet the construction schedule

**5TH STREET IMPROVEMENTS, CITY OF WOODBURN, OR;** *Utility Coordinator.* Andrew coordinated several below ground and aerial utility relocations to accommodate roadway widening and a new traffic signal on OR214.

**NEIGHBORHOOD TRAFFIC SAFETY PROJECTS CITY OF TUALATIN, OR;** *Project Manager.* Andrew delivered seven small neighborhood traffic safety improvement projects under the City's $20 million dollar, 5-year, Moving Forward Bond Program. These projects varied in scope and size from small restriping projects to larger mid-block pedestrian crossings with RRFB installations. The majority of the projects included replacement of existing sidewalk and curb ramps with new ADA compliant facilities. The neighborhood traffic safety improvement projects also included extensive public outreach to help identify specific needs and to gain public support for the improvements. Additional two locations (SW Grahams Ferry Road and SW 65th Avenue) required extensive permit coordination with Washington County and Clackamas County to construct public facilities on County roads.

## AUBRIE KOENIG | *Public Involvement*

Aubrie partners with water and wastewater utilities to design effective community engagement strategies that lead to sustainable decisions and keep projects moving. She has led development of in-person and online community engagement for agencies throughout Oregon, including facilitating public meetings and advisory committees, developing informative project websites, and designing community surveys and open house materials.

### EXPERIENCE
13 years

### PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:
30%

### LOCATION
Portland, OR

### EDUCATION
- Project Management Certificate, Portland State University
- Certificate in Planning and Techniques for Effective Public Participation, International Association of Public Participation
- BA, California State University, Chico

### UNIQUE QUALIFICATIONS
- Facilitating interactive in-person and online community meetings
- Developing infographics and outreach materials that convey complex technical information
- Designing engaging project websites and information materials to keep community members informed

### KEY PROJECT EXPERIENCE

**WAPATO LAKE WATER MANAGEMENT INFRASTRUCTURE REPLACEMENT AND ECOLOGICAL RESTORATION PARTNER COMMUNICATIONS, CLEAN WATER SERVICES, OR;** *Public Outreach.* Aubrie worked with staff to develop a tool to support partner communications for this public/private partnership to make upgrades to water management infrastructure at Wapato Lake

**DOG RIVER PIPELINE REPLACEMENT OUTREACH, CITY OF THE DALLES, OR;** *Public Outreach.* Aubrie worked with staff to develop a tool to support partner communications for this public/private partnership to make upgrades to water management infrastructure at Wapato Lake

**BULL RUN FILTRATION PIPELINE COMMUNITY OUTREACH, PORTLAND WATER BUREAU, OR;** *Public Outreach.* Aubrie is supporting outreach for approximately 8 miles of planned large-diameter pipeline that crosses through multiple permitting zones in unincorporated Multnomah and Clackamas counties. Outreach has included open houses and informational meetings, public engagement to inform the route selection, property owner communications for access and new easements, and regular project webpage updates and e-newsletters

**LAKE OSWEGO INTERCEPTOR SEWER INSPECTION OUTREACH, CITY OF LAKE OSWEGO, OR;** *Public Outreach.* Aubrie supported the outreach efforts to keep mariners, lakeshore residents, and customers informed of inspection progress and work activities on the lake. Outreach included developing project FAQs and coordinating regular project website and social media updates.

**WATER SUPPLY STRATEGY STAKEHOLDER OUTREACH, CITY OF TUALATIN, OR;** *Public Outreach.*Aubrie conducted stakeholder interviews with community leaders, major water users, and Community Involvement Organization representatives as part of the community engagement strategy to help identify values, issues, and priorities to guide the City's water supply strategy planning efforts.

## ROBERT GRIESINGER, CPE | *Cost Estimator*

Bob has 40 years of construction experience focused on civil engineering and construction management across seven states and five countries, including 30 years of experience working as cost estimator. He is actively engaged with the construction market to proactively address material and labor cost changes. His capabilities include negotiating prices, organizing bids, preparing cost reports, coordinating design-build projects, and developing schedules and cash flow forecasts.

**Current Assignments - Project name | % of time spent | Estimated completion date:**
**Kwoneesum Dam Removal,** Cowlitz Indian Tribe, WA | 10% | 12/2024; **2WABD Awbrey ICE work, City of Bend, OR** | 10% | 6/2024; **Boeckman Road Bridge ICE work,** City of Wilsonville, OR | 20% | 6/2024; **Lewis River East Fork,** Lower Columbia Estuary Partnership, OR | 20% | 12/2025

### EXPERIENCE
40 years

### PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:
25%

### LOCATION
Portland, OR

### EDUCATION
BS, Business Management, University of Phoenix

### REGISTRATIONS
Certified Professional Estimator

### UNIQUE QUALIFICATIONS
- HSS Heavy-Bid Proficient
- Contractor-style Estimates
- Constructability Reviews
- Claim Review

### KEY PROJECT EXPERIENCE

**METZGER 498 N-S FIRE LINE IMPROVEMENT, CITY OF BEAVERTON, OR;** *Senior Project Estimator.* The project was for the construction and improvement of the 10,000 ft Metzger N-S fire flow pipeline. The project included 8", 12" and 18" diameter pipe, trenchless pipelines, and street repair. Construction Contract Value of The Projects Worked On: $5 Million

**N. COLLEGE STREET WATER LINE IMPROVEMENT, CITY OF NEWBERG, OR;** *Cost Estimator.* ODOT is leading a project to provide improvements for sidewalk on the west side and bike lanes on either side of North College Street, including any associated drainage work, from Aldercrest Drive to Foothills Drive. ODOT will require all utility owners including the City of Newberg to relocate utilities in conflict with the proposed right of way improvements planned for construction in summer, 2022. Consor is providing a wide range of professional services including, but not limited to, project management, design survey, engineering design, permitting, utility coordination, and upcoming construction phase services for the approximately 2,770 linear feet of 12-inch diameter ductile iron pipe water main installation as well as installation of two 18-inch isolation valves on existing concrete cylinder transmission main

**BOECKMAN ROAD OWNER'S REPRESENTATIVE SERVICES, CITY WILSONVILLE, OR;** *Independent Cost Consultant.* Bob is serving as the independent cost consultant on this project, providing verification for the owner for the GMP.

**BANGOR-KEYPORT FORCE MAIN REPLACEMENT, KITSAP COUNTY, WA;** *Cost Estimator.* The County's project focused on a six-mile-long section between Bangor and the Central Kitsap Treatment Plant and included four pump stations, individual pump stations, and numerous air/vac stations. Consor performed a Triple Bottom Line Analysis to review alternatives for replacement of the existing force main, ultimately helping the County select a preferred pipeline alignment. Consor recently completed the final design of the force main and appurtenances, which includes approximately five miles of20- to 30-inch HDPE pipe, CIPP of the SR-3 20-inch crossing, HDD of Clear Creek, bypass pumping, pump station improvements, connections to existing pump stations andIPS, trenchless installation, odor control improvements, and coordination with WSDOT, Kitsap County roads, and local utilities. HDPE was selected as the pipe material due to its non-corrosive properties. HDPE has recently been more available than other plastic pipe, providing a secondary benefit to the County in the current construction climate.

## ELLIOT MECHAM, PE | *Geotechnical Engineering*

Elliott has over 20 years of experience focusing on pipelines, pump stations, treatment facilities, and other water/wastewater public infrastructure including projects that involve deep excavations, dewatering, and complex trenchless construction challenges. For the past 10 years at the Shannon & Wilson Lake Oswego office, he has managed geotechnical work in all phases of pipeline projects, including route selection studies, conceptual engineering, pre-design, preliminary and final design, preparation of construction drawings and technical specifications, construction observation and special inspections, and dispute resolution during construction closeout and post-construction activities. Elliott is a member of the North American Society for Trenchless Technology and has worked with Consor and other leading design firms on numerous trenchless projects with all types of soil and rock conditions. He has worked on numerous sanitary sewer projects for the region's cities and wastewater agencies including for St. Helens, Scappoose, Warrenton, Astoria, Longview, Clean Water Services and the Portland Bureau of Environmental Services.

**Current Assignments - Project name | % of time spent | Estimated completion date:**
**St. Helens Reservoir,** City of St. Helens, OR | 25% | 04/2025; **Smith Road Pump Station,** City of Scappoose, OR | 10% | 12/2024; **Raw Water Pipeline,** City of Warrenton, OR | 15% | 08/2024; **Scappoose Reservoir,** City of Scappoose, OR | 10% | 10/2024

SHANNON & WILSON

### EXPERIENCE
22 years

### PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:
40%

### LOCATION
Lake Oswego, OR

### EDUCATION
- MS, Civil Engineering, University of Texas at Austin
- BS, Civil Engineering, Utah State University

### REGISTRATIONS
Professional Engineer- OR

### UNIQUE QUALIFICATIONS
- Geotechnical Engineering
- Instrumentation and Landslide Monitoring
- Trenchess Installation

### KEY PROJECT EXPERIENCE

**UPPER TUALATIN INTERCEPTOR, CLEAN WATER SERVICES, OR;** *Geotechnical Project Manager.* The project consisted of designing and constructing approximately 10,800 linear feet of pipeline, including two trenchless crossings of the Tualatin River using Horizontal Directional Drills, microtunneling, and one trenchless crossing of a wetland, to provide the sanitary sewer capacity necessary to meet proposed development and growth demands. Shannon & Wilson provided geotechnical services including field explorations, laboratory testing, dewatering and geotechnical engineering evaluations, and construction phase services.

**WILLAMETTE INTERCEPTOR CONNECTOR SEWER, WES, OR;** *Geotechnical Project Manager and Principal-in-Charge.* Clackamas WES is installing a new sewer line along the existing Abernethy Bridge (bridge). The installation will include two undercrossings of the I-205 ramps / off-ramps. One undercrossing will be on the Oregon City side and the other will be on the West Linn side of the bridge. The project includes providing trenchless considerations for beneath I-205 on ramps and off ramps in both soil and hard rock soil conditions as well as an approximately 55 foot deep receiving pit and vortex manhole. S&W performed 4 explorations specific to the Interceptor Sewer project and reviewed numerous nearby explorations performed for the Abernathy Bridge as well as the performance of previous nearby trenchless projects to help inform the variation in rock strengths and mitigate risk during the development of project plans and specifications.

**WHEELER BASIN PIPE REPLACEMENT, CITY OF PORTLAND BUREAU OF ENVIRONMENTAL SERVICES, OR;** *Project Manager and Lead Geotechnical Engineer.* The Portland Bureau of Environmental Services replaced, rehabilitated, or pipe burst multiple sections of pipeline and constructed seven new stormwater infiltration facilities in the Wheeler Basin and Holladay Basin. S&W provided geotechnical, pipe bursting and environmental services to support engineering design of the new pipe and infiltration facilities. The geotechnical recommendations included a feasibility assessment of the pipe bursting, and an estimate of soil pressure forces that would need to be overcome during bursting. The environmental field exploration program included direct push probes to facilitate the testing of soils for potential contaminates to support permitting of the infiltration facilities with the Oregon Department of Environmental Quality, and to determine the feasibility of infiltration facilities.

## NICK WHITE, PLS | *Survey*

Nick oversees all survey work performed by AKS crews and office staff and manages more than 40 on-call survey contracts for local agencies. He has over 21 years of experience in boundary, American Land Title Association/National Society of Professional Surveyors (ALTA/NSPS), right-of-way, topographic, utility, and construction staking surveying. Nick has extensive experience managing utility project surveys, including sewer improvements for public agencies, local jurisdictions, and utility providers throughout Oregon such as Clean Water Services (CWS), Tualatin Valley Water District (TVWD), Metro Regional Services (Metro), Portland Bureau of Transportation (PBOT), Oregon Department of Transportation (ODOT), and Portland Water Bureau (PWB). Nick has worked on over 30 projects with Consor including the 70th Ave Water Transmission Main Repair in Salem, the Beaverton Aquifer Storage and Recovery (ASR) 3 Stormwater Treatment Project, the Salem ASR for Woodmansee Park and the Knights Bridge Rehab.

**Current Assignments - Project name | % of time spent | Estimated completion date:**
**Butte Creek Bridge, Scott's Mills,** Marion County, OR | 5% | 11/2024; **Portland Parks & Recreation On-Call Survey Services,** Oregon | 5% | 11/2025; **Portland Water Bureau On-Call Surveying,** Oregon | 5% | 11/2028

### EXPERIENCE
21 years

### PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:
10%

### LOCATION
Tualatin, OR

### EDUCATION
Professional Land Surveyor: Oregon (#70652PLS), Washington (#44352)

### REGISTRATIONS
Certified Professional Estimator

### UNIQUE QUALIFICATIONS
- Over 21 years of experience throughout Oregon
- Manages over 40 local agency on-call survey contracts
- As a Principal and Survey Department Manager, Nick oversees all survey work performed by AKS crews and office staff
- Has experience providing boundary, right-of-way, topographic, utility, and construction surveying for local agency wastewater improvements

### KEY PROJECT EXPERIENCE

**METZGER TRUNK 2, PHASE 2, CLEAN WATER SERVICES, OR;** *Survey Manager.* Nick was Survey Manager for this project to install 5,400 linear feet of 12- to 18-inch wastewater trunk line. Nick's oversight included the detailed sewer alignment field survey used to develop the design, documents, maps, and permit submittals; preparation of permanent and temporary construction easement documents, including mapping and legal descriptions; managing property owner and utility notifications, lot line identification, and topographic surveys; and coordinating construction staking and a post-construction survey.

**SE SILVER LEAF LANE SEWER REPAIR, OAK LODGE WATER SERVICES (OLWS), OR;** *Project Surveyor.* Nick led surveying services for the full replacement of 508 linear feet of 8-inch sewer line and the installation of two manholes.

**SE 115TH UTILITY EXTENSION PROJECT, CLACKAMAS COUNTY, OR;** *Project Surveyor.* Nick oversaw boundary, topographic, and existing conditions surveying services on this fast-tracked project that provided an extension of approximately 630 linear feet of 8-inch sanitary sewer main and 400 linear feet of 8-inch water main.

**MCMINNVILLE SANITARY SEWER REHABILITATION PROJECTS, CITY OF MCMINNVILLE, OR;** *Project Surveyor.* Topographic and boundary survey, survey research to document existing easements, and construction staking for three wastewater inflow and infiltration (I&I) reduction projects over seven years.

**BULL MOUNTAIN TRUNK, CLEAN WATER SERVICES, OR;** *Project Surveyor.* Nick served as project surveyor for the challenging installation of approximately 9,800 linear feet of 12- to 42-inch sewer main. Nick managed a partial field topographic survey of existing conditions in the project area to validate and supplement CWS' topographic base map. He documented the man-made and natural features to be considered in project design, provided accurate and representative one-foot ground contours of the project area on the base map, installed a network of horizontal and vertical survey control monumentation throughout the project area, and collected survey data to identify construction easements, property lot lines, right-of-way lines, all street and road features, significant structures or landscaping likely to be impacted by construction, driveways, homes, fences, and trees. Assisted with wetland and waters delineations.

## JULIE WIRTH-MCGEE, PWS | *Environmental Permitting & NEPA Specialist*

Julie's areas of expertise include wetland delineations, wetland and stream functional assessments, state and federal wetland and waters permitting, and National Environmental Policy Act (NEPA) and Endangered Species Act (ESA) compliance documentation. She has provided NEPA clearance documentation for a multitude of projects that were funded by federal entities such as Federal Highway Administration (FHWA), Western Federal Lands Highway Division (WFLHD), Federal Rail Association (FRA), and the US Department of Housing and Urban Development (HUD). Julie has undergone extensive HUD training on the Environmental Review process and can help ensure that NEPA clearance is achieved as efficiently as possible for this project. Julie has extensive experience providing natural resource services for transportation and utility related projects. Julie will use her experience to successfully attain and coordinate all necessary environmental permits and clearances needed for the Wastewater Collection System Capacity Improvements project.

**Current Assignments - Project name | % of time spent | Estimated completion date:**
**Knights Bridge Road Bridge Rehabilitation Project,** Clackamas County | 10% | 04/2024; **Transition Parkway and Linear Park Project,** City of Millersburg | 10% | 04/2024; **Dodge Island Bridge Replacement Project,** Benton County | 25% | 06/2025

### EXPERIENCE
20 years

### PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:
20%

### LOCATION
Keizer, OR

### EDUCATION
- MPP, Environmental Policy, Oregon State University
- MS, Forest Resources / Natural Resources Policy and Law, Oregon State University
- BS, Environmental Studies, University of Oregon

### REGISTRATIONS
- Professional Wetland Scientist - OR
- ODOT Qualified Biologist for ESA Documentation
- WSDOT Qualified Biological Assessment Author, Senior Writer
- ODOT Certified Environmental Construction Inspector

### UNIQUE QUALIFICATIONS
- Expertise in state and federal wetland and waters permitting, and National Environmental Policy Act (NEPA) and Endangered Species Act (ESA) compliance documentation

### KEY PROJECT EXPERIENCE

**JASPER TRUNK SEWER, CITY OF SPRINGFIELD, OR;** *Environmental Specialist.* Julie worked with the design engineers, Consor, to complete the wetland/waters delineation fieldwork and successful permitting for this 11,820-foot-long new trunk line that included roughly 1,645 linear feet of new sewer line within wetlands. The approximately 59-acres study area was determined to include nine wetlands, and construction activities resulted in both temporary and permanent wetland impacts.

**RESERVOIRS TO DISTRIBUTION – TRANSMISSION MAIN, CITY OF YAMHILL, OR;** *Senior Environmental Specialist.* The City of Yamhill was awarded a Safe Drinking Water Revolving Loan Fund grant and loan for this water transmission line replacement project that involved the replacement of approximately 14,900 feet of 10-inch asbestos concrete water main with an 18-inch water main. Julie was responsible for leading our natural resources team on the wetland/water delineation fieldwork and state/federal permitting services. Julie also coordinated with NOAA Fisheries to use trenching through a fish-bearing perennial stream to avoid boring under the stream to reduce project construction costs.

**TURNER TRANSMISSION MAIN, CITY OF TURNER, OR;** *Senior Environmental Specialist.* TThe City of Salem is the water source supplier for the City of Turner. Changes in the treatment and distribution system of Salem's water supply, brought about because of the algal-toxin issues, required changes in the way Turner is supplied with potable water to be downstream of Franzen Reservoir. Following Phase 1 construction of a new pump station, this 5,000 linear foot waterline project will increase capacity by replacing the undersized distribution network to ensure adequate flow throughout the entire community. During design, Julie worked closely with the engineering team to identify ways to avoid impacts to jurisdictional wetlands and waters and significantly decrease the environmental permitting requirements for this project.

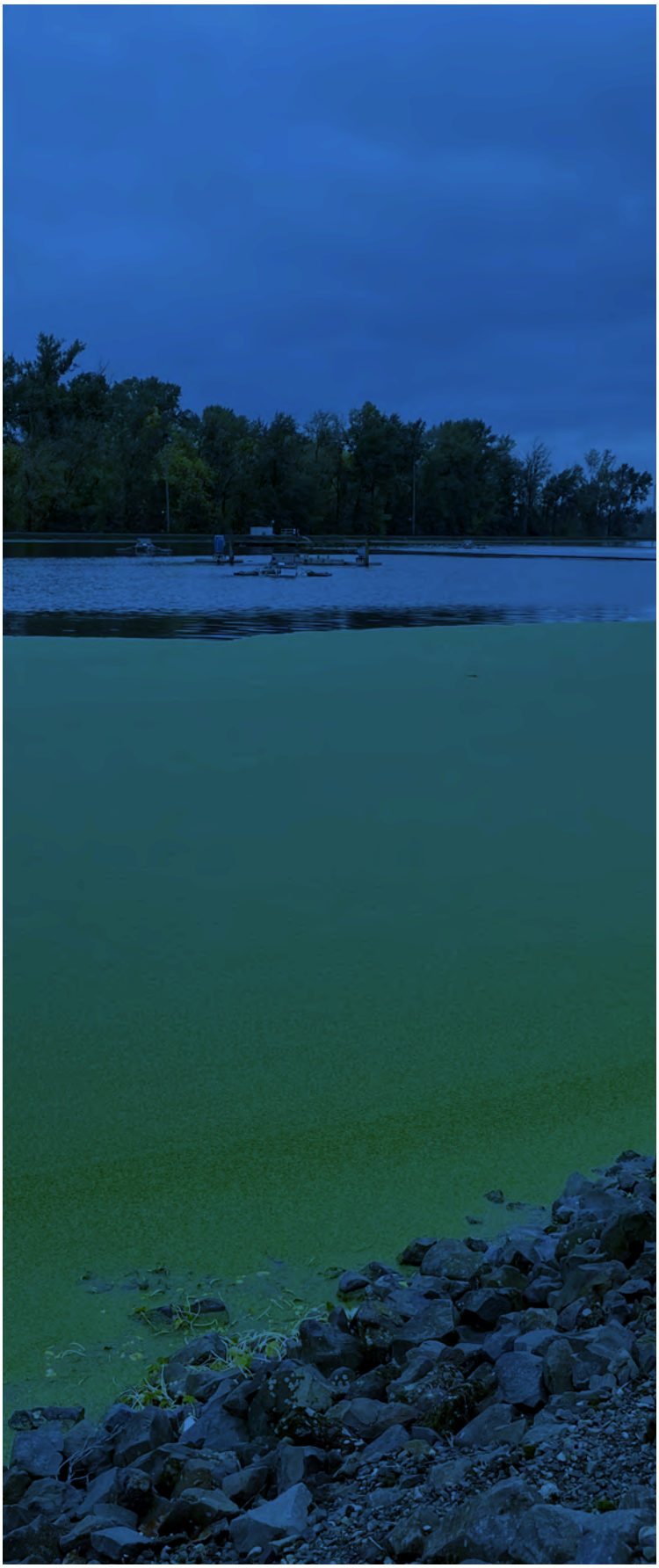
**SANTIAM MEADOWS, MARION COUNTY, OR;** *Senior Environmental Specialist.* Julie was responsible for overseeing the wetland and waters delineation fieldwork during the feasibility phase of this HUD funded County project. Julie also prepared a preliminary National Environmental Policy Act (NEPA) analysis during the feasibility study by completing all required Environmental Assessment worksheets to determine the level of environmental documentation and permitting that would be required for the second phase of the project.

# Appendix B - Contract Change Requests

In response to page 20 of the RFP "Requests for Change of Requirements or Agreement Terms" section, Consor accepts all terms and conditions contained in the RFP and the Personal Services Agreement with a few exceptions for the City's consideration upon selection.

- **At page 2 of the Personal Services Agreement, Paragraph 5: Payment.** Section does not provide timing for when payment is to be made. Consor would like to discuss, if selected, when we should expect payment, such as within a certain number of days.
- **At page 6 of the Personal Services Agreement, Paragraph 14.1: Indemnification, Line 3**, **add** "*but only to the extent*" between "*intentional acts" and "resulting from or arising out of the activities or omissions of Contractor*"
- **At page 6 of the Personal Services Agreement, Paragraph 14.1: Indemnification, add as a concluding sentence or other appropriate place** "*Notwithstanding the foregoing, in no event shall Consultant's obligations under this Indemnification section extend to the proportionate share of fault of any indemnified party"*
- **At page 6 of the Personal Services Agreement, Paragraph 14.2: Indemnification, Line 3**, **add** "*to the extent*" between "*actions" and "arising out of the professional negligent acts*"

consor



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