

## PERSONAL SERVICES AGREEMENT

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 **Mackenzie Engineering, Inc.** (“Contractor”).

### RECITALS

**A.** The City is in need of personal services for infrastructure design work for the St. Helens Industrial Business Park 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 infrastructure design work for the St. Helens Industrial Business Park, and Contractor accepts such engagement. The principal contact for Contractor shall be Brent Nielsen, phone 971-346-3761.

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

**3. Term.** Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on 6/30/2023. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

**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 A, 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:** Mackenzie Engineering, Inc.  
Attn: Brent Nielsen  
RiverEast Center  
1515 SE Water Avenue #100  
Portland, OR 97214

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

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

**9. Insurance.**

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

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

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

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

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

**10. Termination.**

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

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

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

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

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

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

**10.2** Breach of Agreement

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

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

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

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

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

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

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

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

**14. Indemnification.**

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

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

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

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

**16. Compliance with Law.**

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

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

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

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

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

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

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

**16.8** Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all

sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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

**16.9.1** Either:

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

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

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

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

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

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

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

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

**16.14** Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the

Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

**16.17** If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY:**

**CITY OF ST. HELENS**

Council Meeting Date: 12/1/21

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

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

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

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

**CONTRACTOR:**

**MACKENZIE ENGINEERING, INC.**

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

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

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

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

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

See attached

August 12, 2021 (*Revised September 28, 2021*) (*Revised October 29, 2021*)

City of St. Helens  
Attention: Matt Brown  
265 Strand Street  
St. Helens, OR 97051

Re: **St. Helens Industrial Business Park**  
*Infrastructure Design Work Order #1 Proposal*  
Project Number 2210214.00

Dear Mr. Brown:

Mackenzie appreciates this opportunity, and we are pleased to present to City of St. Helens ("Client") the following Scope of Services and fee proposal for the St. Helens Industrial Business Park.

Mackenzie's integrated team of design professionals will provide Civil Engineering, Land Use Planning, Transportation Engineering, and Landscape Architecture services for the above project. In addition, Mackenzie will retain Surveying, Wetlands, Geotechnical Engineering, and Pump Station Engineering consultants to complete the team.

Our Basis of Design along with our detailed Scope of Services by phase is as follows:

## **BASIS OF DESIGN**

The following describes in detail the elements that define the basis of our proposal.

1. The City plans to prepare the St. Helens Industrial Business Park (SHIBP) to encourage development and economic growth in the region. The goal of this project is to design and install the Phase 1 infrastructure to support initial development and make the overall site more shovel-ready for future opportunities.
2. Infrastructure within the site will be sized based on Client-provided master plans, utility studies, and City standards documents.
3. The Phase 1 development comprises approximately 37 acres along Kaster Road and approximately 9.6 acres in the northeast corner of the SHIBP property (Parcel 9).
4. The City plans to prepare the infrastructure plans for use with future grant funding applications. No timetable has been set for eventual construction.
5. The infrastructure design is expected to generally follow the implementation plan and parcelization plan prepared for the City by 3J Consulting in 2020.
6. Utility sizing and design will be guided by the upcoming Sewer Master Plan and Stormwater Master Plan updates currently underway by the City. These plans will provide utility sizing and demand information for the SHIBP area.
7. The City plans to grade the Phase 2 area of the SHIBP to prepare the site for eventual development. Mackenzie will prepare the grading design based on the preliminary plans produced by Maul Foster & Alongi (MFA) in February 2021. Based on information provided by MFA and City staff, we expect the original design will need to be revised to incorporate wetland buffers which were not addressed in the MFA grading design.



8. Site grading will require removal of rock from the site. City staff has indicated that this activity would be classified as natural mineral resources development (mining) and therefore require a Conditional Use Permit.

## SCOPE OF SERVICES

### Pre-Design

*Time Duration: 8 weeks*

Provide guidance in defining the project vision, goals and design objectives that will drive the subsequent design process.

1. Provide one (1) kickoff meeting via video conference to initiate the Pre-Design Phase. The following disciplines will attend the kickoff meeting: Civil Engineering, Land Use Planning, Wetlands, Survey, Geotechnical, and Pump Station Engineering. Meeting minutes for this meeting will be prepared by Mackenzie.
2. Complete an initial due diligence review for the project, including the following tasks:
  - A. Review updated and/or new provided information provided by the Client consisting of existing building(s), land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineation, geotechnical report, environmental reports, utility master plans, and preliminary engineering studies.
  - B. Prepare and issue an initial site Due Diligence Report including:
    - I. Summary of anticipated land use and zoning criteria applicable to the project.
    - II. Summary of anticipated entitlement and permitting processes, procedures and schedules.
    - III. Preliminary review of infrastructure conditions and potential improvements (i.e. utilities, right-of-way improvements, etc.).
    - IV. Exploration of options for land use entitlement (e.g., combination of partition and subdivision; phased subdivision; etc.) with regards to process, timelines, and vesting, with recommendation on optimal path to achieve Client's goals.
    - V. Preliminary summary of potential "red flag" issues that may impact either the approach or feasibility of any program or design decisions.
    - VI. Initial Due Diligence Report draft for Client's review and comment.
    - VII. Final Due Diligence Report addressing Client's comments.
  - C. Provide up to one (1) meeting at Mackenzie's office to be attended by Mackenzie's Civil Engineer and Land Use Planner to review our final Due Diligence Report.
3. Provide up to one (1) discovery session at Client's office with the key Client stakeholder group to establish a thorough understanding of the project vision, goals and objectives. We will work with the Client to identify opportunities, challenges, and big picture goals for the project. This will serve as our road map going forward. We will also review site and utility components in detail including: street layout, public utility (water, sewer, storm) demands, franchise utility (power, gas, telecommunication) needs, and parcelization map. Issue minutes from this discovery session as the initial program summary for the Phase 1 infrastructure plan.

### Deliverables

1. Kickoff meeting minutes.
2. Preliminary Due Diligence Report.
3. Final Due Diligence Report.
4. Stakeholder meeting minutes/Phase 1 program summary.

### **Pre-Application Conference**

1. Coordinate, prepare for, submit request, and attend Pre-Application Conference with City staff to discuss site issues/process and confirm understanding. One (1) Mackenzie land use planner, civil engineer, and transportation engineer will attend the meeting. A submittal will include the following:
  - A. Preliminary site plan and/or preliminary plat.
  - B. Aerial map.
  - C. Letter with project description and list of questions from the applicant team.
  - D. Application form.
2. Prepare and distribute written meeting notes from Pre-Application Conference meeting.
3. Following City meeting, participate in a team meeting/conference call to discuss comments received from City staff regarding issues, including but not limited to zoning and access issues, entitlement strategy, and schedule.

### **Deliverables**

1. Pre-Application Conference submittal materials.
2. Pre-Application Conference notes.

### **Schematic Design (30%)**

*Time Duration: 8 weeks*

Provide Schematic Design documents based on the mutually agreed-upon program and schedule. The Schematic Design documents shall establish the conceptual design of the project illustrating the scale and relationship of the project components. The following table summarizes the scope of services and deliverables for the Schematic Design phase.

1. Review Client-provided topographic survey, and identify areas with incomplete or obsolete data to be re-surveyed. No topographic surveying is included in this scope; if additional survey is recommended, we can provide an estimate for those services as needed.
2. Evaluate sewer demands.
  - A. Prepare a memorandum summarizing sewer demands, pump station and force main sizing, and concept plans.
  - B. Sewer demands to be based on the SHIBP Infrastructure Funding Plan and the ongoing Sewer Master Plan, to be provided by the Client.
3. Evaluate water demands.
  - A. Prepare a memorandum summarizing water demands, main sizing, and concept plans.
  - B. Water demands to be based on the SHIBP Infrastructure Funding Plan and the ongoing Water Master Plan, to be provided by the Client.
4. Conduct preliminary geotechnical engineering study.
  - A. Review historical geotechnical or environmental reports for nearby developments, and/or anecdotal information from City personnel regarding on-site soil/rock conditions.
  - B. Review Geologic and Soil Maps.
  - C. Prepare geotechnical memorandum.
5. Coordinate Portland General Electric (PGE) substation parcel.
  - A. Conduct up to two (2) meetings with PGE planners and City staff to review power utility needs, substation parcel standards, and transmission and distribution system alignments. Issue minutes for each meeting.
  - B. Prepare preliminary plans and/or preliminary plat for PGE parcel development.
6. Prepare Schematic Design plans, to include:

- A. Sewer pump station plans, including Force Main alignment plan, Pump Station civil site plan, Mechanical plan, Electrical site plan, and Electrical one-line diagram.
- B. Roadway plans, including Plan and Profile, and Typical sections.
  - I. Include/show right-of-way plans for additional needs like gas, communications, broadband, etc.
  - II. Improvements specific to 9th/10th Street included in Phase 1.
  - III. "Kaster Road Spur" de-construction and relocation of current utilities for desired road location shall be considered for Kaster Road and its extensions.
- C. Water plans, including Plan and Profile of main lines, connection points, and service laterals.
- D. Sewer plans, including Plan and Profile of main lines and service laterals.
- E. Storm drainage plans, including Plan and Profile, and Typical Stormwater Treatment Facility Details.
  - I. Provide preliminary stormwater system sizing calculations.
  - II. Provide recommendations for floodplain impact mitigation.
7. Prepare preliminary construction cost estimate.
8. Issue 50% Schematic Design documents for Client review.
9. Refine Schematic Design documents based on review of 50% Schematic Design documents.
10. Issue 100% Schematic Design documents for Client review.
11. Obtain written approval from Client to proceed with Design Development.

#### **Deliverables**

1. Topographic Survey evaluation summary.
2. Sewer demand summary memorandum and concept pump station plans.
3. Water demand summary memorandum and concept plans.
4. Geotechnical memorandum.
5. Preliminary PGE substation parcel plans.
6. 50% Schematic Design plans.
7. 100% Schematic Design plans.
8. Preliminary Schematic Design plans.
9. Final Schematic Design plans developed to 30% design level, to include:
  - A. Overall plan.
  - B. Street plan/profile, typical sections.
  - C. Utility plan/profile (water, sewer, storm drainage).
  - D. Schematic stormwater treatment system design and memorandum.
  - E. Pump station plans.
10. Preliminary construction cost estimate.

#### **SHIBP Phase 2 Grading**

*Time Duration: 10 weeks*

Develop final grading plans based on the preliminary design completed by Maul Foster & Alongi in February 2021.

1. Provide one (1) kickoff meeting via video conference to initiate the Phase 2 grading design. The following disciplines will attend the kickoff meeting: Civil Engineering, Land Use Planning, and Wetlands. Meeting minutes for this meeting will be prepared by Mackenzie. The goal of this meeting is to develop detailed understanding of the objectives for the Phase 2 grading work, review the preliminary design, and identify key steps for permitting the grading work.
2. Conduct a Wetland and Stream Functional Assessment for the Phase 2 site.



- A. As part of the wetland permitting process, Oregon Department of State Lands (DSL) and the U.S. Army Corps of Engineers (Corps) require the applicant to demonstrate that the wetland mitigation plan would provide functional replacement for wetland functions proposed to be impacted by the project. Therefore, existing wetland functions of the wetlands proposed to be impacted are required to be evaluated.
- B. The Oregon Rapid Wetland Assessment Protocol (ORWAP) would be conducted separately for the different hydrogeomorphic classes of wetlands present in the project impact area (both depressional wetlands and riverine flow-through wetlands are proposed to be impacted).
- C. In addition, the Stream Function Assessment Method (SFAM) would be conducted for impacts to Ditches 1 and 2, which are considered streams not wetland by the Corps.
3. Develop 60% grading plans.
  - A. Site grading design will be based on the preliminary MFA plans with updates provided by City staff in the Phase 2 Grading kickoff meeting.
  - B. Plans are expected to include: site plan, grading plan, overall cross-sections, wetland impact cross-sections, utility plan, erosion control plan, and stormwater facility details.
  - C. Issue 60% plans for Client review.
  - D. Meet via video conference with Client to review 60% plan comments.
4. Prepare a Wetland Mitigation Plan.
  - A. Prepare a stand-alone wetland mitigation plan document meeting the requirements of the DSL administrative rules for wetland mitigation (OAR 141-085-0705) and the Corps mitigation rule requirements (33 CFR 332.4(c)).
  - B. The DSL compensatory mitigation eligibility and accounting determination form would be used to confirm the necessary acreage of mitigation required to replace the lost wetland functions based on the functional assessment for the impacted wetlands and the functional assessment for the proposed mitigation site.
  - C. Prepare mitigation plan figures to include: site plan, wetland cross-sections, water control structure schematics.
5. Prepare a Joint DSL/Corps Wetland Permit Application.
  - A. The permit application is required to include an "Alternatives Analysis" describing how proposed impacts to wetlands and waters have been minimized during project siting and design. This includes a discussion of both alternative sites (other sites that were evaluated) and an evaluation of alternative site development designs to demonstrate minimization of proposed wetland impacts.
  - B. The agencies will likely require a discussion of why wetland impacts are needed for Phase 2 and why the existing brownfield areas of the property cannot be developed prior to impacting areas with wetlands. Alternative phasing and/or site development scenario drawings will likely be required to satisfy this regulatory requirement.
  - C. Develop a narrative to support the selected project design, including demonstrating that wetland impacts have been minimized to the extent practicable.
  - D. Prepare plans to support the Joint Permit Application, including: site development plan, and wetland impact cross-sections.
  - E. Based on Client feedback in September 2021, we will use the City's SHIBP planning documents to present development alternatives and present coordination with future development phases for the overall project. No additional alternative site plans are included with this scope.
  - F. Coordinate with DSL and Corps staff, including email and phone correspondence, for up to three (3) one-hour video conference meetings.
6. Sensitive Lands Assessment.

- A. Prepare a sensitive lands assessment report to meet the City's review requirements for St. Helens Municipal Code (SHMC) Chapter 17.40 (Protective Measures for Significant Wetlands, Riparian Corridors and Protection Zones) and Chapter 17.44 (Sensitive Lands).
- B. If the proposed Phase 2 development will result in impacts to the wetland protection zone (wetland buffers), the sensitive lands assessment will include a discussion of mitigation to be provided for impacts to wetland buffers in accordance with the requirements of the SHMC.
- C. Prepare plans to support the Sensitive Lands Assessment, including: wetlands site plan.
7. Conduct Natural Resource Mineral Extraction Assessment.
  - A. Review soil survey maps to estimate overburden thickness atop the site bedrock.
  - B. Review readily available geologic maps and well logs the cover the project vicinity.
  - C. Review readily available documentation regarding the characteristics of similar bedrock in Columbia County.
  - D. Evaluate collected information to identify likely methods of rock excavation/mining (e.g. blasting, ripping, hammer, etc.).
  - E. This assessment does not include subsurface exploration or laboratory testing for detailed characterization of rock extent and quality. We recommend these services be deferred to the expected Work Order #2 to coincide with expected subsurface explorations and testing conducted for the Phase 1 infrastructure detailed design scope.
  - F. Consult with Oregon Department of Geology and Mineral Industries (DOGAMI) regarding requirements for mining permits.
  - G. Consult with City and design team regarding phasing of mining and aggregate processing, and preparation of conditional use or mine operating permits.
  - H. Prepare a memorandum summarizing our findings regarding bedrock characteristics and likely mining methodologies.
8. Prepare City of St. Helens Conditional Use Permit application.
  - A. Coordinate with Client and consultants to identify and prepare Conditional Use Permit and Sensitive Lands Permit application and supporting documents as required by City of St. Helens. The land use application package will be limited to the Phase 2 grading/mining activities.
  - B. Prepare burden of proof materials including narrative addressing approval criteria/policies, maps, and other materials necessary to describe the planned grading operation, timing, and phasing for mining operation in accordance with St. Helens Community Development Code.
  - C. Compile Conditional Use Permit and Sensitive Lands Permit application materials including civil site plans, wetlands site plan, written burden of proof narrative, and associated exhibits. Submit narrative and supporting materials to the City.
  - D. Monitor Conditional Use Permit and Sensitive Lands Permit application through completeness review (no more than 30 days per Oregon law); revise land use narrative and provide additional materials for up to one (1) response. If deemed incomplete, assumes completeness response can be prepared (including any items from Client) within 2 weeks of receipt of incomplete notice.
  - E. Communicate with City staff throughout approval process. Review Planning Director's staff report. Attend Planning Commission meeting and present project on behalf of the Client. Monitor approval appeal period.
  - F. Review updates required of the grading plans to address conditions of approval.
9. Prepare 100% grading plans.
  - A. Prepare final grading plans based on agency permit review comments and Client review comments.
  - B. Grading plans are expected to include:
    - I. Site plan.
    - II. Grading plan.

- III. Utility plan.
  - IV. Stormwater facilities details.
  - V. Wetland impact cross-sections.
  - VI. Wetland mitigation plan.
  - VII. Erosion control plan.
  - VIII. Planting Plan.
  - IX. Construction details.
10. Obtain grading permit approvals.
- A. Prepare and submit applications for the following permits:
    - I. Oregon Department of Environmental Quality 1200-C permit.
    - II. DOGAMI surface mining permit.
    - III. City of St. Helens Grade Permit.
    - IV. City of St. Helens Engineering Permit.
    - V. Columbia County Grade & Fill Permit.
  - B. Respond to agency review comments, for up to two (2) rounds.

**Deliverables**

- 1. Kickoff meeting minutes.
- 2. Functional Assessment: ORWAP and SFAM spreadsheets.
- 3. 60% Grading Plans.
- 4. Wetland Mitigation Plan.
- 5. Joint Wetland Permit Application.
- 6. Sensitive Lands Assessment Report.
- 7. 100% Grading Plans.
- 8. Natural Resource Mineral Extraction Assessment memorandum.
- 9. Conditional Use Permit and Sensitive Lands Permit narrative and application.
- 10. Permit Applications noted above.

**FEE SUMMARY**

Our hourly not to exceed fees for the disciplines and related design services described above are as follows:

Pre-Design:	\$40,300
Pre-Application Conference:	\$5,700
Schematic Design (30% Plans):	\$95,500
Phase 2 Grading Design and Permitting:	\$119,300
<b>TOTAL:</b>	<b>\$260,800</b>

Reimbursable expenses (printing, copying deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.1 times cost. We estimate reimbursable expenses to be approximately \$950 and will not exceed this amount without Client approval.

Services for development of detailed design plans, construction documents, bid support, permitting, and construction administration are expected to be provided under future work orders or contract amendments. Estimates for these services will be provided upon request.

## **ASSUMPTIONS**

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Client to fully understand these Assumptions. In addition to the Scope of Services outlined above, we have assumed the following:

1. Client will provide current electronic files of existing building(s), land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineation, geotechnical report, environmental report, any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.
2. Scope and fee are based on Client not hiring a third party Client Representative to act on their behalf during any phase(s) of the project. If a third-party PM is hired by the Client, Mackenzie reserves the right to estimate scope and fee impacts that will result in additional services.
3. The Client will approve the Documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.
4. Mackenzie Scope of Service and fees are based on project phases running in sequential order without delay, pause or project being put on hold for any reason between phases.
5. Client is responsible for all fees paid to public bodies having jurisdiction over the project.
6. Subject to the applicable Standard of Care, Mackenzie will design the Project in accordance with applicable laws, including current Federal ADA Accessibility Standards and as required by the Authority Having Jurisdiction (AHJ) for Building Permit per the AHJ's current edition of the governing building code, and by reference therein ANSI ICC/A117.1 ("Building Code") for new construction. Notwithstanding the foregoing sentence, the Client acknowledges that various governmental codes and regulations, including without limitation the ADA and FHA, are subject to varying and sometimes contradictory interpretation and that the ADA is not a detailed building code. In the case of such conflicts or differing interpretations, Mackenzie will notify the Client thereof and will endeavor to design to the most stringent interpretation acceptable to the AHJ.
7. All meetings will occur via video conference, other than construction site meetings unless specifically noted otherwise within the Scope of Services outlined above. We will record and distribute minutes following each meeting for all meetings through all phases up to Construction Contract Administration. During Construction Contract Administration, the General Contractor will provide meeting minutes. Mackenzie will review these minutes for accuracy.
8. Both on and off-site land use entitlements processes, such as Design Review, and related services, such as meetings with Authorities Having Jurisdiction (AHJ), neighborhood/community meetings, public hearings, and other related processes, are assumed to have been completed prior, or have been determined to not be required, and therefore are not included within the scope of this proposal.
9. Building/Site Renovation: Mackenzie will work with the Client to align on the Client's program for the Project, including goals and objectives, and will develop the design in accordance with applicable codes and laws, subject to and in accordance with the applicable standard of care. Client acknowledges that Projects involving additions

and remodels of existing sites/buildings (compared to new construction) create more uncertainty and subjectivity as to code and law interpretation and increases the chance that applicable agencies will have differing interpretations that might require redesign services. Such agency interpretations may not be made known until the Construction Documents and/or Plan Check phase of the Project. Accordingly, Client acknowledges and agrees that Mackenzie expressly excludes any services necessary to address these types of differing code and law interpretation issues from Mackenzie's scope of services, and that such services (including any necessary redesign services) will, upon Client's approval, be performed by Mackenzie as an additional service.

10. Conditions not depicted on available existing site and/or building documents, provided by the Client, or readily visible on project walkthroughs are excluded. Such impacts will be evaluated at the time of discovery and addressed via additional services as necessary.
11. Mackenzie will rely on Client-provided existing facilities information for project, including but not limited to type of construction, building area, occupancy classification and other such parameters affecting design, construction documents, and permitting.

## **EXCLUSIONS**

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's Scope of Services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services.

- 1. Client provided consultant services**
  - 1.a. Land survey, topographic survey, tree survey, and related specifications.
  - 1.b. Hazardous materials mitigation design.
  - 1.c. Coordination of Client provided consultants not identified at the date of this proposal.
- 2. Land Use Process/Permitting**
  - 2.a. Appeals, variances, public hearings, land use approvals, conditional use reviews, or any required adjustments other than as specifically outlined within our Scope of Services above.
  - 2.b. Meetings with public agencies or other meetings other than those specifically identified in Scope of Services above.
  - 2.c. Formal Building code interpretation requests and/or appeals.
  - 2.d. Permits other than those identified within the proposal identified above (e.g., phased permitting, trade permits, separate demolition permit, any other special permits).
- 3. Standard Design Items**
  - 3.a. Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages, such as BOMA calculations, are not included).
- 4. Unique Design services**
  - 4.a. Graphics and/or signage design, permitting, and related coordination.
- 5. Construction process** – construction is not planned with this scope.

**6. Graphics/BIM**

- 6.a. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process unless specifically noted within our Scope of Services above.
- 6.b. Marketing materials.
- 6.c. No Navisworks files or Clashing will be provided or performed. Deliverables shall be PDF and/or hardcopy only. (Revit model RVT files and DWG exports will not be provided.) Revit models and sheets will be created to Mackenzie standards.
- 6.d. No formal BIM Execution Plan will be provided.
- 6.e. Use of CAD Drawings or BIM models by any parties other than the Client or design team.

**7. Expenses/Billing**

- 7.a. Reimbursable expenses.
- 7.b. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.
- 7.c. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.

It is our understanding the project will start in November 2021. If the proposal is agreeable to you, please issue a City contract for review and execution. Please note that this proposal is valid for 60 days.

We look forward to working with City of St. Helens on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,



Brent Nielsen, PE  
Senior Associate



Matt Butts, PE  
Principal in Charge

Enclosure(s): Hourly Billing Rate Schedule  
Reimbursable Rates Schedule  
Attachment A – Fee estimate table



# MACKENZIE.

P 503.224.9560 ■ F 503.228.1285 ■ W MCKNZE.COM

RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

## HOURLY BILLING RATE SCHEDULE\*

**PRINCIPALS** \$ 160 – \$ 280

### ARCHITECTURE/LANDSCAPE

Design Director \$ 175 – \$ 220  
Senior Project Architect \$ 160 – \$ 250  
Project Architect I – III \$ 100 – \$ 200  
Architectural Designer II-III \$ 80 – \$ 165  
Architectural Designer I \$ 60 – \$ 95  
Designer/Drafter \$ 50 – \$ 80  
Intern \$ 50 – \$ 75

### ENGINEERING

Senior Project Engineer \$ 160 – \$ 250  
Project Engineer I – III \$ 100 – \$ 200  
Designer I – II \$ 70 – \$ 140  
Transportation Analyst I – II \$ 65 – \$ 115  
Designer/Drafter \$ 80 – \$ 130  
Intern \$ 50 – \$ 75

### PLANNING

Senior Project Planner \$ 150 – \$ 235  
Project Planner I – IV \$ 90 – \$ 200  
Permit Coordinator \$ 55 – \$ 95  
Assistant Planner \$ 65 – \$ 100  
Intern \$ 50 – \$ 75

### INTERIOR DESIGN

Senior Project Interior Designer \$ 150 – \$ 230  
Interior Designer III – V \$ 100 – \$ 175  
Interior Designer I – II \$ 60 – \$ 135  
Intern \$ 50 – \$ 75

### ADMINISTRATION

Administrator \$ 60 – \$ 175  
Word Processor \$ 70 – \$ 110  
Graphic Artist \$ 85 – \$ 130

\*Subject to change April 2022

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## REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

### IN-HOUSE PRINTING

#### **Scanning – Black & White**

Small Format: \$0.25/sheet  
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet  
(Including Half Size)

#### **Scanning – Color**

Small Format: \$0.50/sheet  
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet  
(Including Half Size)

#### **Printing/Copying – All Sizes**

Black & White: \$0.21/sq. ft.  
Full Color: \$4.00/sq. ft.

#### **Fax**

Local: \$1.00/sheet  
Long distance: \$1.30/sheet

### OTHER IN-HOUSE REIMBURSABLE ITEMS

#### **Digital Photo Documentation**

\$15.00/download

#### **Check Generation Fee**

\$25.00

#### **Automobile Mileage**

Billed according to IRS guidelines

#### **Delivery Service**

Fixed rates: \$7.75 to \$54.40  
(depending on mileage)

#### **Data Supplies**

CD documentation: \$15.00  
DVD documentation: \$30.00

#### **Report Binder**

Without tabs: \$3.00/book  
With tabs: \$4.00/book

#### **Foamcore:**

\$4.25/sheet



		Mackenzie												
		Civil Principal	Civil Engineer III / Project Manager	Civil Engineer II	Civil Designer I	Transportation Engineer III	Transportation Designer I	Land Use Planner IV	Land Use Planner III	Land Use Planner I	Landscape Architect	Landscape Designer	Project Architect II	Admin
<b>A Pre-Design</b>	<b>8 weeks</b>	<b>16</b>	<b>64</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>32</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b>
<i>Project Management (ongoing)</i>			35											5
<i>Due diligence review and report</i>		10	15	10				3	22	28				4
<i>Stakeholder discovery session and program summary</i>		4	8	4					4	4				2
<i>Client meetings</i>		2	6	4					6					4
		<b>\$4,080.00</b>	<b>\$11,840.00</b>	<b>\$2,430.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$585.00</b>	<b>\$5,440.00</b>	<b>\$3,360.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,350.00</b>
<b>B Pre-Application Conference</b>	<b>4 weeks</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>9</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>
<i>Prepare pre-application documents</i>			2			2	2	1	3	6				4
<i>Attend pre-application meeting with City</i>			2			2			2					
<i>Prepare pre-app meeting minutes</i>			1						2	2				2
<i>Follow-up meeting</i>			2						2	2				
		<b>\$0.00</b>	<b>\$1,295.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$800.00</b>	<b>\$180.00</b>	<b>\$195.00</b>	<b>\$1,530.00</b>	<b>\$1,050.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$540.00</b>
<b>C Schematic (30%) Design</b>	<b>8 weeks</b>	<b>30</b>	<b>69</b>	<b>92</b>	<b>114</b>	<b>20</b>	<b>10</b>	<b>0</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>30</b>	<b>0</b>	<b>4</b>
<i>SD Kick-Off Meeting</i>		2	4	2					2	2				
<i>Street plan/profile</i>		4	8	15	30	10	10		4	4	10	30		
<i>Utility plan/profiles</i>		4	8	15	30									
<i>Stormwater treatment plans and memo</i>		4	15	30	15									
<i>Pump station plans</i>		2	6											
<i>QC</i>		8	8			6								
<i>Preliminary geotechnical memo</i>			2											
<i>PGE Coordination and Preliminary parcel plans</i>		2	4	10	15	2								
<i>Preliminary cost estimate</i>		2	6	12	20	2								
<i>Meetings</i>		2	8	8	4				4	4				4
		<b>\$7,650.00</b>	<b>\$12,765.00</b>	<b>\$12,420.00</b>	<b>\$10,260.00</b>	<b>\$4,000.00</b>	<b>\$900.00</b>	<b>\$0.00</b>	<b>\$1,700.00</b>	<b>\$1,050.00</b>	<b>\$1,600.00</b>	<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$360.00</b>
<b>D Phase 2 Grading and Wetland Permitting</b>	<b>10 weeks</b>	<b>12</b>	<b>65</b>	<b>90</b>	<b>126</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>71</b>	<b>100</b>	<b>20</b>	<b>45</b>	<b>0</b>	<b>10</b>
<i>Phase 2 Kick-Off Meeting</i>		2	3	3										
<i>Team meetings</i>		2	4	6	6				2					
<i>Wetland functional assessment</i>			3	3										
<i>60% Phase 2 grading plans</i>		4	10	20	45						10	25		
<i>Wetland Mitigation Plan</i>			5	10	15									
<i>JPA Application</i>			10	15	15									
<i>Sensitive Lands Assessment</i>														
<i>Natural Resource Mineral Extraction Assessment</i>			2						4					
<i>Conditional Use Permit</i>								8	50	80				10
<i>Agency Coordination</i>			3	3										
<i>100% Phase 2 grading plans</i>		4	15	20	45						10	20		
<i>Permits: Grade &amp; Fill, Grading, 1200-C, DOGAMI, Engineering</i>			10	10				10	15	20				
		<b>\$3,060.00</b>	<b>\$12,025.00</b>	<b>\$12,150.00</b>	<b>\$11,340.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,510.00</b>	<b>\$12,070.00</b>	<b>\$10,500.00</b>	<b>\$3,200.00</b>	<b>\$4,500.00</b>	<b>\$0.00</b>	<b>\$900.00</b>
<i>Total Work Order #1 Hours</i>		58	205	200	240	24	12	22	122	152	30	75	0	35
<i>Hourly Rate</i>		\$255.00	\$185.00	\$135.00	\$90.00	\$200.00	\$90.00	\$195.00	\$170.00	\$105.00	\$160.00	\$100.00	\$150.00	\$90.00
<i>Fee</i>		\$14,790.00	\$37,925.00	\$27,000.00	\$21,600.00	\$4,800.00	\$1,080.00	\$4,290.00	\$20,740.00	\$15,960.00	\$4,800.00	\$7,500.00	\$0.00	\$3,150.00
<b>Total Fee By Discipline</b>			<b>\$101,315.00</b>			<b>\$5,880.00</b>		<b>\$40,990.00</b>		<b>\$4,800.00</b>	<b>\$7,500.00</b>	<b>\$0.00</b>	<b>\$3,150.00</b>	

		Hart Crowser						Wetlands Solutions NW			NW Survey	
		Senior Principal	Principal	Project Engineer	Senior Staff	Drafter	Project Assistant	Wetland Biologist			Professional Surveyor	
<b>A Pre-Design</b>	<b>8 weeks</b>	0	9	9	6	2	4	16	0	0	10	0
<i>Project Management (ongoing)</i>			4	4			4					
<i>Due diligence review and report</i>			2	2	6	2		10			8	
<i>Stakeholder discovery session and program summary</i>								4				
<i>Client meetings</i>			3	3				2			2	
		\$0.00	\$2,524.50	\$1,584.00	\$924.00	\$275.00	\$440.00	\$1,760.00	\$0.00	\$0.00	\$1,320.00	\$0.00
<b>B Pre-Application Conference</b>	<b>4 weeks</b>	0	0	0	0	0	0	0	0	0	0	0
<i>Prepare pre-application documents</i>												
<i>Attend pre-application meeting with City</i>												
<i>Prepare pre-app meeting minutes</i>												
<i>Follow-up meeting</i>												
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>C Schematic (30%) Design</b>	<b>8 weeks</b>	0	5	8	14	4	2	12	0	0	0	0
<i>SD Kick-Off Meeting</i>												
<i>Street plan/profile</i>								4				
<i>Utility plan/profiles</i>												
<i>Stormwater treatment plans and memo</i>								4				
<i>Pump station plans</i>												
<i>QC</i>												
<i>Preliminary geotechnical memo</i>			2	5	14	4	2					
<i>PGE Coordination and Preliminary parcel plans</i>												
<i>Preliminary cost estimate</i>												
<i>Meetings</i>			3	3				4				
		\$0.00	\$1,402.50	\$1,408.00	\$2,156.00	\$550.00	\$220.00	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>D Phase 2 Grading and Wetland Permitting</b>	<b>10 weeks</b>	5	25	40	25	6	0	232	0	0	0	0
<i>Phase 2 Kick-Off Meeting</i>								2				
<i>Team meetings</i>												
<i>Wetland functional assessment</i>								40				
<i>60% Phase 2 grading plans</i>												
<i>Wetland Mitigation Plan</i>								50				
<i>JPA Application</i>								50				
<i>Sensitive Lands Assessment</i>								30				
<i>Natural Resource Mineral Extraction Assessment</i>		5	15	20	25	6						
<i>Conditional Use Permit</i>												
<i>Agency Coordination</i>								30				
<i>100% Phase 2 grading plans</i>								30				
<i>Permits: Grade &amp; Fill, Grading, 1200-C, DOGAMI, Engineering</i>			10	20								
		\$1,595.00	\$7,012.50	\$7,040.00	\$3,850.00	\$825.00	\$0.00	\$25,520.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Total Work Order #1 Hours</i>		5	39	57	45	12	6	260	0	0	10	0
<i>Hourly Rate</i>		\$319.00	\$280.50	\$176.00	\$154.00	\$137.50	\$110.00	\$110.00	\$0.00	\$0.00	\$132.00	\$0.00
<i>Fee</i>		\$1,595.00	\$10,939.50	\$10,032.00	\$6,930.00	\$1,650.00	\$660.00	\$28,600.00	\$0.00	\$0.00	\$1,320.00	\$0.00
<b>Total Fee By Discipline</b>				\$31,806.50				\$28,600.00			\$1,320.00	

		TetraTech								Direct Billing Reimbursables	Hours by Task	Fee by Task
		Principal Engineer	Senior Civil Engineer	Civil Engineer	Structural Engineer	Electrical Engineer	Designer / CADD	Word Processing	Administrative Assistant			
<b>A Pre-Design</b>	<b>8 weeks</b>	<b>0</b>	<b>5</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>\$125.00</b>	<b>247</b>	
<i>Project Management (ongoing)</i>			1						2		55	\$9,741
<i>Due diligence review and report</i>											122	\$18,568
<i>Stakeholder discovery session and program summary</i>			2	2							34	\$5,640
<i>Client meetings</i>			2	2						\$125.00	36	\$6,421
										\$125.00		\$40,370.00
										\$2,320.00		
<b>B Pre-Application Conference</b>	<b>4 weeks</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$140.00</b>	<b>39</b>	
<i>Prepare pre-application documents</i>										\$50.00	20	\$2,700
<i>Attend pre-application meeting with City</i>										\$90.00	6	\$1,209
<i>Prepare pre-app meeting minutes</i>											7	\$915
<i>Follow-up meeting</i>											6	\$920
										\$0.00		
										\$140.00		\$5,744.00
<b>C Schematic (30%) Design</b>	<b>8 weeks</b>	<b>4</b>	<b>12</b>	<b>64</b>	<b>12</b>	<b>16</b>	<b>88</b>	<b>4</b>	<b>0</b>	<b>\$575.00</b>	<b>644</b>	
<i>SD Kick-Off Meeting</i>											12	\$2,070
<i>Street plan/profile</i>										\$115.00	129	\$16,392
<i>Utility plan/profiles</i>										\$115.00	57	\$7,352
<i>Stormwater treatment plans and memo</i>											68	\$9,635
<i>Pump station plans</i>										\$220.00	188	\$30,162
<i>QC</i>		4	8	56	12	12	88	4			26	\$5,830
<i>Preliminary geotechnical memo</i>											29	\$4,737
<i>PGE Coordination and Preliminary parcel plans</i>			1	4		2					40	\$5,740
<i>Preliminary cost estimate</i>			1	4		2					49	\$6,830
<i>Meetings</i>			2							\$125.00	46	\$6,837
										\$32,190.00		\$95,584.00
<b>D Phase 2 Grading and Wetland Permitting</b>	<b>10 weeks</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$200.00</b>	<b>890</b>	
<i>Phase 2 Kick-Off Meeting</i>											10	\$1,690
<i>Team meetings</i>											20	\$2,940
<i>Wetland functional assessment</i>										\$50.00	46	\$5,415
<i>60% Phase 2 grading plans</i>											114	\$13,720
<i>Wetland Mitigation Plan</i>										\$50.00	80	\$9,180
<i>JPA Application</i>										\$50.00	90	\$10,780
<i>Sensitive Lands Assessment</i>										\$50.00	30	\$3,355
<i>Natural Resource Mineral Extraction Assessment</i>											77	\$15,048
<i>Conditional Use Permit</i>											148	\$19,360
<i>Agency Coordination</i>											36	\$4,260
<i>100% Phase 2 grading plans</i>											144	\$17,445
<i>Permits: Grade &amp; Fill, Grading, 1200-C, DOGAMI, Engineering</i>											95	\$16,125
										\$0.00		
										\$200.00		\$119,317.50
<b>Total Work Order #1 Hours</b>		<b>4</b>	<b>17</b>	<b>68</b>	<b>12</b>	<b>16</b>	<b>88</b>	<b>4</b>	<b>2</b>	<b>\$1,040.00</b>	<b>1820</b>	
<i>Hourly Rate</i>										\$1.10		
<i>Fee</i>										\$1,144.00		
<b>Total Fee By Discipline</b>										<b>\$1,144.00</b>		<b>\$261,016</b>
										\$34,510.00		

**ATTACHMENT B  
INSURANCE REQUIREMENTS**

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	NO
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
<b>Professional Liability</b>	Per occurrence	\$500,000 or per contract	YES
	Annual Aggregate	\$500,000 or per contract	

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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