

RESOLUTION NO. 24-16

A RESOLUTION EXEMPTING A CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES FROM THE LOCAL PROCUREMENT REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO DIRECTLY CONTRACT WITH CONSOR, INC.

WHEREAS, after a formal procurement process in 2019, the City entered into a contract with Consor, Inc for the Wastewater Treatment Plant Phase I Improvement project (Project); and

WHEREAS, although construction phase project management services were part of the original scope of work in the City's request for proposals, these services were not included in the City's original contract with Consor, Inc.; and

WHEREAS, the City is now in need of construction-phase project management services; and

WHEREAS, Consor, Inc has worked on the design of this Project from 2020 until early this year, and only they have the intimate knowledge of their design to effectively perform the project management, construction administration, engineering services, and project close-out support for the City and construction contractors during the construction phase of the project; and

WHEREAS, the City of Scappoose (City) updated its contracting and procurement rules in July 2024, via Resolution No 24-07; and

WHEREAS, pursuant to the City's local contracting rules, a personal services contract of this amount requires the City to seek competitive sealed proposals prior to entering into a contract;

WHEREAS, the City Council may amend its local contracting rules or exempt certain contracts or classes of contracts from local requirements via resolution; and


WHEREAS, the City Council finds that it is in the City's interest to exempt the contract for Wastewater Treatment Plant Phase I Improvements Construction Phase Project Management Services from its local procurement requirements and authorize the City Manager to directly contract with Consor North America.

NOW THEREFORE, BE IT RESOLVED:

1. **THAT** the City Council exempts the contract Wastewater Treatment Plant Phase I Improvements Construction Phase Project Management Services from the procurement requirements of Resolution No. 24-16 and authorizes the City Manager to directly contract with Consor, Inc; and
2. **THAT** the City Council authorizes the City Manager to enter into the contract attached as Exhibit A to this resolution between the City and Consor, Inc.
3. **THAT** this resolution shall become effective immediately upon adoption.


PASSED AND ADOPTED by the City Council this 21st day of October, 2024 and signed by the Mayor and City Recorder in authentication of its passage.

CITY OF SCAPPOOSE, OREGON



Mayor Joseph A. Backus

ATTEST:


City Recorder Susan M Reeves, MMC

**CITY OF SCAPPOOSE, OREGON
CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this ____ of October, 2024, by and between the City of Scappoose, a municipal corporation, hereinafter referred to as the "City," and Consor North America, LLC hereinafter referred to as the "Consultant."

RECITALS

WHEREAS, the City's Fiscal Year 2024-2025 budget provides for consulting services; and

WHEREAS, accomplishing the work and services described in this Agreement is necessary and essential to the program of the City; and

WHEREAS, the City desires to engage the Consultant to render project management, contract administration, engineering support and other services for the project described in this Agreement, and the Consultant is willing and qualified to perform such services;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. Consultant's Scope of Services

The Consultant shall perform professional services relevant to the project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A which is attached hereto and by this reference made a part of this Agreement. The Consultant shall be responsible for providing, at the Consultant's cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement.

2. Effective Date and Duration

This Agreement shall become effective upon the date of execution and shall expire, unless both parties agree to a written extension, upon completion of the work or June 15, 2026, whichever comes first. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. Consultant's Fee

A. Basic Fee

As compensation for the contemplated Services described in Exhibit A of this Agreement, the Consultant shall be paid on an hourly rate based upon the "Schedule of Rates" in Exhibit B of this agreement, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. Payment is not to exceed \$835,592.

B. Payment Schedule for Basic Fee

Payments shall be made upon receipt of billings based on the work completed. Billings shall be submitted by the Consultant periodically, but not more frequently than monthly. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work

actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Special Services

Prior to performing any services that are not contemplated under this Agreement, and the attached Exhibit A the Parties will agree to the scope in writing. The Consultant shall furnish the services based on the hourly rate schedule as described in Exhibit B of this Agreement for minor project additions and/or alterations, unless a separate payment rate or schedule is agreed upon and executed in writing.

D. Certified Cost Records

The Consultant shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For such purposes, the books of account of the Consultant shall be subject to audit by the City. The Consultant shall complete work and cost records for all billings on such forms and in such manner as will be satisfactory to the City.

E. Contract Identification

The Consultant shall furnish to the City its employer identification number (EIN), as designated by the Internal Revenue Service, or social security number, as the City deems applicable.

F. Payment – General

- 1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the Agreement who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- 3) Consultant 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 the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant 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.
- 4) The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.
- 5) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this Agreement. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.
- 6) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant's employees, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or their surety from obligation with respect to any unpaid claims.

7) Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8) Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Agreement and shall ensure that all subcontractors pay those amounts due from the subcontractors.

4. Ownership of Plans and Documents: Records

A. All materials and final documents produced by the Consultant shall be jointly owned by the City and Consultant and the City shall have unlimited authority to use the materials received from the Consultant in any way the City deems necessary.

B. The City shall make copies, for the use of and without cost to the Consultant, of all of its maps, records, or other data pertinent to the work to be performed by the Consultant pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

C. The Consultant shall furnish to the City, copies of all items which were developed in the course of work for the City and for which compensation has been received by the Consultant at no additional expense to the City except as provided elsewhere in this Agreement. Any reuse of materials and documents outside the scope of work for which it was developed, or any alteration thereof without Consultant review and approval shall be at City's sole risk and without liability to Consultant.

5. Assignment/Delegation

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Consultant shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. Consultant is Independent Contractor

The Consultant is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with the City other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the City and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the City. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees.

7. Indemnity

A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of Consultant's profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws. Acceptance of Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents

by City does not relieve Consultant of any responsibility for deficiencies, errors or omissions. For clarity's sake, the Consultant shall remain unbiased, as that term is defined and understood by Oregon case law, rules, and regulations, in connection with any land use decision-making process Consultant undertakes.

B. Claims for other than Professional Liability. Consultant agrees and shall indemnify, defend, save and hold harmless the City, its officers, employees, agents, and representatives from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, of whatsoever nature, including intentional acts resulting from or arising out of the negligent activities of Consultant or its subcontractors, sub-consultants, agents or employees in performance of this Agreement at both trial and appeal level, whether or not a trial or appeal ever takes place including any hearing before federal or state administrative agencies. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

C. Claims for Professional Liability. Consultant agrees and shall indemnify, save and hold harmless the City, its officers, employees, agents, and representatives from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, arising out of the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-consultants, agents or employees in performance of professional services under this Agreement.

D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City in performance of 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 Consultant unrelated to the quality of professional services provided by Consultant in performance of this Agreement.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. Such insurance shall cover risks arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder. The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (CG 2010 1185 or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following insurance will be carried:

Coverage	Limit
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	\$2,000,000

Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Fire Damage	\$50,000

B. Professional Liability

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Consultant shall also obtain, at Consultant's expense, and keep in effect during the term of the Agreement (Symbol 1 or Symbols 8 and 9 as applicable) Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000. If Consultant operates a personally owned vehicle for business use under this Agreement, the Consultant shall obtain, at Consultant's expense, and keep in effect during the term of the Agreement, business automobile liability coverage for all owned vehicles on an "occurrence" form. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

E. Additional Insured Provision

All policies aforementioned, other than Workers' Compensation and Professional Liability, shall include the City its officers, employees, agents and representatives as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a "per project" aggregate.

F. Extended Reporting Coverage

If any of the aforementioned liability insurance is arranged on a "claims-made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide such if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims-made" liability coverage for 24 months following Agreement completion. Continuous "claims-made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a "per project" aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. All policies of insurance must be written by companies having an A.M. Best rating of "A-VII" or better, or equivalent. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Self-Insurance

The City understands that some Consultants may self-insure for business risks and the City will consider whether such self-insurance is acceptable if it meets the minimum insurance requirements for the type of coverage required. If the Consultant is self-insured for commercial general liability or automobile liability insurance the Consultant must provide evidence of such self-insurance. The Consultant must provide a Certificate of Insurance showing evidence of the coverage amounts on a form acceptable to the City. The City reserves the right in its sole discretion to determine whether self-insurance is adequate.

J. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required Certificates of Insurance have been received and approved by the City. The certificate will specify and document all provisions within this Agreement and include a copy of Additional Insured Endorsement. A renewal certificate will be sent to the address below prior to coverage expiration.

K. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

L. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability and commercial automobile policies required by this Agreement.

A certificate in form satisfactory to the City certifying to the issuance of such insurance will be forwarded to:

City of Scappoose
Attn: City Recorder
33568 E Columbia Ave
Scappoose, Oregon 97056

Such policies or certificates must be delivered prior to commencement of the work. The procuring of such required insurance shall not be construed to limit Consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this paragraph, it shall pay Consultant for services rendered to the date of termination.

10. Non-Waiver

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

11. Method and Place of Giving Notice, Submitting Bills and Making Payments

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF SCAPPOOSE

Dave Sukau

Public Works Director

Email: dsukau@scappoose.gov

Phone: 503.543.7184 ext. 801

Address: 33568 E Columbia Ave
Scappoose, OR 97056

CONSOR NORTH AMERICA

Austin Rambin

Principal Engineer

Email: Austin.Rambin@consoreng.com

Phone: 503.225.9010

Address: 1 SW Columbia St, #1700
Portland, OR 97204

Kathleen Head, Finance Dept.

Email: khead@cityofscappoose.org

Phone: 503.543.7146 ext. 221

Address: 33568 E Columbia Ave
Scappoose, OR 97056

Charlotte Baker, Contract Admin.

Email: cbaker@scappoose.gov

Phone: 503.543.8404

When so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

12. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

13. Professional Services

The City requires that services provided pursuant to this Agreement shall be provided to the City by a Consultant, which does not represent clients with applications in the City. If Consultant represents Clients in other jurisdictions that have business in the City, Consultant needs to inform the City of that representation within seven (7) business days.

14. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

15. Liens and Claims

Consultant shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

16. Foreign Contractor

If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.

17. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

18. Extra Work (Changes)

Only the City's Project Manager may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work. Changes or additions of work shall only be authorized in writing.

19. Governing Law

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the Columbia County Circuit Court, State of Oregon.

20. Confidentiality

During the performance of the Agreement and for all time subsequent to completion of the services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the City, any and all information given to the Consultant by the City or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the City so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the City and will require any employee or

sub-consultant performing work under this Agreement or receiving any information deemed confidential by the City to execute such a confidentiality agreement.

21. Compliance with Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement.

22. Access to Records; Recordkeeping

City shall have access to such books, documents, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. The Consultant shall maintain all records and documents relating to services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement.

23. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

24. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

25. Representations and Warranties

Consultant represents and warrants to the City that:

A. Consultant has the power and authority to enter into and perform this Agreement.

B. This Agreement, when executed and delivered, is a valid and binding obligation of Consultant, enforceable in accordance with its terms.

C. Consultant (to the best of Consultant's knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:

(1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(2) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;

(3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and

(4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any intellectual property rights or such delivered to the City under this Agreement, and Consultant's services rendered in the performance of Consultant's obligations under this Agreement, shall be provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

26. Compliance with Tax Laws

A. Consultant must, throughout the term of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of the State of Oregon. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 25.C. 1) through 4) of this Agreement.

B. Any violation of subsection A of this section shall constitute a material breach of this Agreement. Further, any violation of Consultant's warranty, in subsection 25.C of this Agreement, that the Consultant has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle the City to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 1) Termination of this Agreement, in whole or in part;
- 2) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Consultant, in an amount equal to State's setoff right, without penalty; and
- 3) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The City shall be entitled to recover any and all damages suffered as the result of Consultant's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement Consultant. These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

27. Complete Agreement

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the Parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement shall control. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature of its authorized representative, hereby

acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Consultant has executed this Agreement on the date hereinabove first written.

CONSULTANT

CITY OF SCAPPOOSE

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: Benjamin Burgener

Title: _____

Title: City Manager

Date: _____

Date: _____

Address:

Federal Employer Identification Number

SCOPE OF WORK WWTP PHASE 1 IMPROVEMENTS & BIOSOLIDS DRYER – SERVICES DURING CONSTRUCTION

CITY OF SCAPPOOSE, OREGON

Project Description and Understanding

Conсор North America, Inc. (Conсор) developed the following scope of services for the City of Scappoose Wastewater Treatment Plant Improvements project in Oregon. The City of Scappoose (City) had previously contracted with Conсор (formerly Murraysmith) to provide Preliminary, Final Design, and Bidding services for the project. The City requested Engineer of Record Construction Services during the construction of the Wastewater Treatment Plant Phase 1 Improvements and Biosolids Dryer project, which were bid as separate Schedules and awarded to the same general Contractor.

Scope of Services

Task 1 – Project Management and Meetings

Objective

The below described series of Professional Services are proposed by Conсор to coordinate, engage, support, and participate in the Project, throughout the lifecycle of construction. The scope in this task series includes the effort for the Conсор to manage, monitor, and maintain internal resources and Subconsultants, in addition to the effort related to the anticipated Project meetings throughout construction of the Project.

Activities

Task 1.1 Project management

Conсор will produce a Project Management Plan (PMP) that will guide Conсор's and Subconsultants' scope or effort during construction and commissioning phases of the Project. The PMP will outline scope, cost, schedule, resources, quality process, stakeholder and engagement plan, risks and mitigation plans, and other relevant information necessary to deliver the scope successfully. The PMP is to be a living document to be used internally during the course of the Project. Conсор will submit the initial and subsequent versions of the PMP to City and will include with the Project Records.

Conсор will provide ongoing management and regular coordination efforts by the Project Management team to deliver Conсор's and Subconsultants portion of the Project scope during construction and commissioning, including but not limited to staffing and resource coordination and scheduling, internal management and administrative maintenance, and responsiveness to City throughout the Project.

Conсор's internal quality assurance and control efforts are included in the task, which will be developed and implemented to document and record Consор's efforts relating to verification and validation of Project records and information generated by Consор, or as compiled and reviewed from Contractor.

Consор will also prepare and maintain a Project specific Health and Safety Plan (HASP) for Consор staff to be used in conjunction with safety plans provided by City and Contractor. It is the Consор's policy to promote and foster a safe work environment for the team both inside the office and in the field. The HASP will align with the local Occupation Health and Safety Administration (OSHA) requirements, City safety plans and program, and Contractor safety plans.

Based on Consор's assessment of the probable risks and demands of this Project, the HASP will consist of the Consор Office Safety Handbook, Driver Safety Handbook, and a site-specific plan to address potential hazards.

The purpose is to proactively aid employees in identifying, understanding, and mitigating the risks they are likely to encounter when working on this Project, especially when visiting a site.

Consор's management team will establish appropriate precautions and communicate those to the Project team through the designated specific safety person. In addition to the HASP, the safety plans of both the City and Contractor(s) will be included as appendices to this document and will supersede the HASP when staff are at Project locations. If the Contractor has not been identified at the Project initiation, the HASP will be created without a Contractor safety plan and will be updated when it becomes available.

Task 1.2 Monthly invoicing and progress reporting

Consор management team will prepare and submit monthly invoices for Consор and Subconsultant services, and will develop and include progress reports, that compile and summarize Project activities in the past period and to date. Progress reports will include schedule, budget, Project log reports, communications, and risk updates.

Task 1.3 Subconsultant management

Consор will provide ongoing management and regular coordination efforts by the Project Management team with Subconsultants during construction and commissioning. This includes coordination for meetings, observations, financials, reporting, and progress reports.

A summary of Subconsultants' efforts in the previous period and to date will be included in each monthly progress report.

Task 1.4 Preconstruction meeting

Consор and Subconsultant representatives will attend up to one (1) Preconstruction meeting with City and the Contractor(s).

Consор assumes this meeting will be virtual and hosted by City. This meeting is assumed to be up to two (2) hours in duration and is intended to be the initiation of the Project, where the roles, responsibilities and expectations will be confirmed and discussed, including communications, quality control, contractual requirements, initial schedule, submittals, and Project coordination. At the meeting, Consор will identify field services to be provided by Consор and discuss appropriate coordination procedures.

Task 1.5 Reoccurring technical meetings

Conсор anticipates the need for meetings focused on the technical aspects of the Project, in addition to regular progress or coordination meetings, that may include technical staff and Subject Matter Experts to discuss with Contractor and/or City.

Therefore, Conсор proposes effort to accommodate reoccurring technical meetings on a frequency averaging monthly over the duration of the Project, up to a total of twenty-four (24) meetings.

Conсор will host these meetings virtually and request Subconsultant attendance when needed, none will be onsite.

Task 1.6 Reoccurring contractor coordination meetings

Conсор will participate in ongoing coordination with Contractor(s) and as requested by City for Project coordination efforts. Recurring Project meetings during construction are assumed to be defined, hosted, and coordinated by Contractor, and as required by the Contract Documents.

Conсор assumed up to monthly general coordination meetings with the Contractor(s), equating to up to twenty-four (24) meetings across the duration of the construction and commissioning of the Project.

Conсор management representatives will participate in the meetings, and on-site Resident Project Representative (RPR), or other staff will attend, as necessary.

Conсор and Subconsultants will attend these meetings virtually, none will be onsite.

Assumptions

Conсор also assumed the following in development of the Scope of Services Task 1 items as listed above and supported up to the cost and hours as allocated in the attached Fee Estimate.

1. The overall Project schedule, after the time of bid opening, was assumed as up to twenty-four (24) months, including commissioning and Project close-out.
2. Up to twenty-four (24) monthly invoices and progress reports are included.
3. City or Contractor(s) will develop and distribute meeting agendas and meeting summary notes for all meetings hosted by City or Contractor(s), not Conсор.
4. Meetings hosted by City or Contractor(s) will include a virtual option, to support remote attendance by Conсор and/or Subconsultant representatives.
5. Conсор will develop and distribute meeting agendas and meeting summary notes for all meetings coordinated and hosted by Conсор.
6. In-person meetings, observations, or on-site coordination at the Project site includes a trip-charge per vehicle based on mileage plus the travel time for personnel.
7. All project documentation, including reviews and responses will be in electronic format (PDF).
8. All Conсор effort related to the above described will be invoiced on a time and material (T&M) basis, up to the level of effort and cost as identified per Task, as listed in the Fee Estimate proposal.
9. Additional services beyond the scope of services relating to Project Management and Meetings, beyond the level of effort defined above, or in the Fee Estimate can be provided on a T&M basis, as defined in the sections below, if requested and approved separately by City.

Deliverables

Anticipated deliverables included with the Scope of Services Task 1 items as listed above included the following:

- Monthly invoices and progress reports.
- Meeting agendas, and meeting summary notes for meetings coordinated and hosted by Consor.

Task 2 – Construction Administration Support

Objective

The below described series of services are proposed by Consor to provide City with administrative support, guidance, and documentation during construction, and to meet portions of Consor's responsibilities and expectations during construction and commissioning.

Activities

Task 2.1 Representation on Behalf of Owner

Consor will consult with City during construction. Consor will not be responsible for the design, or the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or for the safety precautions and programs associated with the work of Contractor(s).

On the basis of on-site examination of materials, equipment, and workmanship through the prescribed effort included within this proposal, Consor will notify City of results of Consor's effort and will notify City with recommendations to disapprove or reject work failing to conform to the Contract Documents, only as observed by Consor's observations.

Task 2.2 Testing results review and recording

Consor will track, compile, and verify that Contractor lead tests of materials, systems, and components align with Project document requirements, and will inform and advise Contractor and City when deviations or omissions occur.

Consor will review and critique test results from pressure tests, bacterial tests, performance sampling, material testing, and geotechnical testing results for conformance with the Contract Document requirements and will notify and inform City of the conformance of the results and will issue a statement of acceptance or rejection of the results to the Contractor(s).

Consor will track testing results from Contractor's prepared testing plan and schedule and maintain a separate log of the results for the Project Records.

Task 2.3 Contractor pay application review and advisement

Consor will receive and review Contractor submitted progress payment applications, and analyze with Project progress, scheduled and actual. Consor will provide City with a written finding and recommendation regarding the requested payment.

Task 2.4 Compilation and review of Contractor CWSRF documentation requirements

Project is partially funded by Oregon Department of Environmental Quality (DEQ) Clean Water State Revolving Fund (CWSRF) which requires documentation of certified payroll record review and American Iron and Steel (AIS) Act requirements. Consor will confirm Contractor and Subcontractors are approved to work on the project, review subcontracts, confirm proper labor compliance posters are installed onsite, and receive and review certified payroll reports. Consor will coordinate with City to submit all necessary reporting according to timelines established by Oregon DEQ CWSRF requirements.

Consor will submit CWSRF required documentation throughout the course of construction per timelines established in funding requirements and submit all labor compliance documentation at completion of project.

Assumptions

Consor also assumed the following in development of the Scope of Services Task 2 items as listed above and supported up to the cost and hours as allocated in the attached Fee Estimate.

1. The overall Project schedule, after the time of bid opening, was assumed as up to twenty-four (24) months, including commissioning and Project close-out.
2. Consor assumes no liability related to the scheduling, coordination, testing, inspection, or re-work required as a result of Contractor or City provided special inspections.
3. Consor will manage and provide Consor generated and controlled Project documents to City.
4. In-person meetings, observations, or on-site coordination at the Project site includes a trip-charge per vehicle based on mileage plus the travel time for personnel.
5. All project documentation, including reviews and responses will be in electronic format (PDF).
6. All Consor effort related to the above described will be invoiced on a time and material (T&M) basis, up to the level of effort and cost as identified per Task, as listed in the Fee Estimate proposal.
7. Additional services beyond the scope of services relating to Construction Administration Support, beyond the level of effort defined above, or in the Fee Estimate can be provided on a T&M basis, as defined in the sections below, if requested and approved separately by City.

Deliverables

Anticipated deliverables included with the Scope of Services Task 2 items as listed above included the following:

- Testing results logs and updates.
- Contractor pay application review and recommendations.
- Contractor CWSRF and AIS documents.

Task 3 – Engineering Services and Support

Objective

The below described series of services are Professional and Engineering services proposed by Consor to review, verify, and validate Contractor proposed materials, performance and completion of work, and document for City and project records.

Activities

Task 3.1 Issue interpretations and clarifications

Conсор will respond to Contractor Requests for Information (RFIs) and issue instructions to Contractor(s); issue necessary interpretations and clarifications of the construction documents; have authority, as City's representative to require special observation or testing of the work; act as initial interpreter of the requirements of the construction documents and judge the acceptability of the work thereunder, and make decisions on all claims of City and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the construction documents pertaining to the execution and progress of the work.

Conсор will render interpretations or decisions in good faith and in accordance with the requirements of the construction documents.

Conсор will respond to City's representative and/or Contractor to clarify and/or interpret technical or design related questions. Conсор will respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the construction documents.

Conсор will serve as City's advisor in resolution of these issues. The limit of effort for interpretations and clarifications is up to total hours and cost total as depicted in the Fee Estimate.

Task 3.2 Shop drawing and material submittal review and approvals

Conсор and Subconsultants will receive, review, evaluate, and distribute (or take other appropriate action in respect of) shop drawings, samples, and other data which Contractor is required to submit in accordance with the technical specifications.

Conсор's review will be for conformance with the design concept of the Project and compliance with the information given in the construction documents. Such review or other action will not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto.

Conсор will receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation, and maintenance manuals, guarantees, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the construction documents.

Conсор will maintain a submittal log showing dates of submittal, transmittal action to other Subconsultants, dates of return and review action. Copies of the log will be provided to City and the Contractor at least monthly.

Conсор will promptly and in accordance with Project schedule requirements, review for compliance with the Contract Documents, or take other appropriate action on the Contractor's request for substitutions. Conсор will not review any proposed substitution unless such substitution conforms to the Project design concept and the construction contract documents including the contract price.

Other submittal review efforts for materials and equipment to be provided by the Contractor are based upon a maximum of two (2) reviews per submittal and no more than half of the submittals will require a second review.

Conсор will compile and maintain a log of the shop drawing and materials submitted by Contractor for review and approval by Conсор.

Conсор will provide regular updates on the submittal log to City and the Contractor, and will advise City on the status, quality, and timeliness of the submittals.

Conсор's submittal log may be independent of Contractor maintained log. Conсор will work to coordinate log results to provide City a unified source of information relating to the status of submittals.

Task 3.3 Minor changes and field directives

Conсор will consider and evaluate Contractor's suggestions for changes in drawings or specifications and report suggestions with recommendations to City. Notify City's representative of proposed changes or alterations believed to be in City's best interest.

If City approves recommended minor changes or field directives, Conсор will prepare and provide suitable direction through memorandum, exhibit, details, or other direction to Contractor to accommodate approved requested changes.

Conсор has provided this allowance for the effort anticipated to support such changes and directives, up to the hours and total amount included in the Fee Estimate.

Task 3.4 Owner-requested changes

Conсор will consider and evaluate City requests for changes in drawings or specifications and respond with recommendations to City regarding effort and schedule to accommodate. If approved by City, Conсор will execute the change, up to the hours and total amount included in the Fee Estimate for this task.

Task 3.5 Contractor change order request review and advisement

Conсор will consider and evaluate Contractor's suggestions for changes in drawings or specifications and report suggestions with recommendations to City regarding effort and schedule to accommodate. If approved by City, Conсор will execute the change, up to the hours and total amount included in the Fee Estimate for this task.

Task 3.6 Demonstration and commissioning plan development and coordination

Conсор will review and advise on the Contractor-prepared demonstration and commissioning plan, including coordination efforts for the organization, depth of content, and completeness of each plan.

Conсор will review and advise on demonstration plans, assumed to be categorized and grouped by major unit processes.

Task 3.7 Operations and maintenance manual compilation and preparation

A manufacturer's Operation and Maintenance (O&M) Manual is required to be compiled by Contractor in the project specifications and is to be submitted to the Conсор for review. Conсор will review and advise on the Contractor prepared Operations and Maintenance (O&M) manuals, including coordination efforts for the organization, depth of content, and completeness of each manual.

Additionally, Conсор will prepare a front-end O&M manual volume, including Conсор developed design information, permitting, and intended process control direction.

Task 3.8 Record Drawings preparation

Based on the Contractor prepared as-builts, during construction, and on resulting record documents, approved shop drawing and materials, and Consor and Subconsultant observations, Consor and Subconsultant will prepare the Record Drawings, and will include with the project records.

Assumptions

Consor also assumed the following in development of the Scope of Services Task 3 items as listed above and supported up to the cost and hours as allocated in the attached Fee Estimate.

1. The overall Project schedule, after the time of bid opening, was assumed as up to twenty-four (24) months, including commissioning and Project close-out.
2. Consor assumed responses to twenty-five (25) RFI's directed to Consor with an additional twenty-five (25) RFIs directed to Consor's Subconsultants with an average review/response time of two (2) hours per RFI for Task 3.1.
3. Consor assumed review of 125 submittals and shop drawings and 60 re-submittals, with an average review time of two (2) hours per submittal, and one (1) hour for each re-submittal for Task 3.2.
4. Consor assumes labor hours for changes requested by City in Task 3.4 will not exceed 40 hours for the Project Manager and 20 hours for each Schedule's Project Engineer.
5. Consor assumes labor hours for changes requested by Contractor in Task 3.5 will not exceed 40 hours for the Project Manager and 20 hours for each Schedule's Project Engineer.
6. Consor assumes the Contractor-compiled O&M manuals will be categorized and grouped by major unit process and it is anticipated that the Consor and Subconsultants will provide up to two (2) reviews of the manufacturer's O&M as submitted by the Contractor.
7. Consor assumes the Contractor-compiled as-builts will be complete and sufficient to prepare the Project Record Drawings.
8. All project documentation, including reviews and responses will be in electronic format (PDF).
9. Additional services beyond the scope of services relating to Construction Administration Support, beyond the level of effort defined above, or in the Fee Estimate can be provided on a T&M basis, as defined in the sections below, if requested and approved separately by City.

Deliverables

Anticipated deliverables included with the Scope of Services Task 3 items as listed above included the following:

- Responses to Contractor questions and RFIs.
- Shop Drawing and Material Submittals Reviews, Approvals, and Log.
- O&M Manual.
- Record Drawings.

Task 4 – Resident Project Representative Services

Objective

A Resident Project Representative (RPR) will be furnished by Consor and will act as Consor's agent and be supervised and directed by Consor, in order to assist Consor in observing performance of the work of the Contractor(s).

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR, Consor will endeavor to provide further protection for City against defects and deficiencies in the work of Contractor(s), but the furnishing of such resident Project representation will not make Consor responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

RPR's dealings in matters pertaining to the on-site work will in general be only with Consor and Contractor, and dealings with Subcontractor(s) will only be through or with the full knowledge of Contractor.

Activities

Task 4.1 Field administration, on-site observation and review of work

Consor will provide a limited participation of field administration and quality control services, as follows:

- Consor's RPR will attend an average of one (1) meeting weekly and site observation visit, with City representatives and other City staff, during active construction, when Contractor is on-site, and as requested by City.
- Consor assumed up to 78 individual trips, for a weekly meeting, over the active construction duration of 18 months.

The RPR will visit and observe the Project site to document and confirm progress and quality of the work. RPR will comment only during times of observation if the work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents.

RPR services are limited, and they will not be onsite daily. As such, City is responsible to identify unsatisfactory, faulty, or defective work; or work that may not conform to the construction documents; or does not meet the requirements of observations; remaining tests or approvals required to be made, or has been damaged prior to final payment; and advise Consor in such circumstances when the RPR is not aware. Once notified, RPR will coordinate with City and Contractor to investigate any potential issues.

Consor's RPR will prepare a report for each site visit by Consor that records the Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, subcontractors on-site, and specific observations and test procedures.

Consor assumed up to 78 individual trips, averaging up to one (1) trip per week, over the majority of the active construction duration of 18 months. Consor and Subconsultants will endeavor to combine observation site visits with other tasks for efficiency.

Except upon written instruction from City, RPR:

1. Will not authorize any deviation from the Contract Documents or approve any substitute materials or equipment; and
2. Will not undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent, or expedite the work; and

3. Will not advise on or issue directions to Contractor relative to any aspect of the design, means, methods, techniques, sequences, or procedures of construction; and
4. Will not advise on or issue directions to Contractor as to safety precautions and programs in connection with the work.

Task 4.2 Engineer-provided Special Observations

Certain special observations are anticipated and required per the Contract Documents including structural, placement of mechanical equipment, electrical distribution, geotechnical, and instrumentation and controls. This task includes Consor's and Subconsultants' effort to provide those limited specialty observations, which include the following:

- Mechanical/Process Equipment Placement.
 - o Up to forty (40) observations.
- Structural Formwork, reinforcement, and concrete placement.
 - o Per Subconsultant proposal.
- Electrical Distribution.
 - o Per Subconsultant proposal.
- Instrumentation and Controls.
 - o Per Subconsultant proposal.
- Geotechnical.
 - o Per Subconsultant proposal.

Task 4.3 Contractor as-built review

Consor's RPR will review and monitor status of Contractor maintained as-builts at the job site, in conjunction with Project files for correspondence, reports of job conferences, approved shop drawings and samples submissions.

Consor will monitor the reproductions of original construction documents including addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, including Consor's clarifications and interpretations of the construction documents, progress reports, and other Project related documents, and will notify City of progress, status, and completeness on a monthly basis through completion.

Task 4.4 Substantial completion observations and punch lists

Following receipt of notice from the Contractor for each Schedule, Consor will coordinate and conduct an observation to determine if the Project or the work associated with interim milestones is substantially complete in accordance with the construction documents.

If Consor considers the work substantially complete, Consor will notify City and Contractor and issue a punch list, the anticipated date for completion of the punch list, and recommend the division of responsibilities between City and Contractor from the date of Substantial Completion. If the work is not substantially complete, the process will be repeated until the work is substantially complete.

The time and effort assumed by Consor in the Fee Estimate allows for up to two (2) Substantial Completion observations and reviews.

Task 4.5 Final acceptance completion observations and punch lists

Conсор will, upon completion of the Substantial Completion punch list items as notified by the Contractor, make a final observation to determine if the finished work has been completed to the standard required by the construction documents, to determine whether required observations and approvals for permit compliance have been satisfactorily completed, and to confirm that the Contractor has fulfilled the requirements of the construction documents.

Conсор may recommend, in writing, final approval/payment for the Contractor and may give written notice to City and the Contractor that the work is acceptable, subject to any conditions therein expressed and in consultation with City whether the work is finally complete.

At or prior to the final observation, Conсор will request Contractor prepare and furnish, or confirm the following.

1. Record document information is complete and submitted; and
2. All keys, manuals, required spare parts, guaranties and warranties, and other documents necessary for close-out of the work have been submitted; and
3. The verification of permit close-out.

If the work is not finally complete, the process will be repeated until the work is finally complete.

The time and effort assumed by Conсор in the Fee Estimate allows for up to two (2) Final Completion observations and reviews.

Conсор will not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractor(s)' agents or employees or any other persons (except Conсор's own employees and agents) at the site(s) or otherwise, or for performing any of the Contractor(s)' work.

Assumptions

Conсор also assumed the following in development of the Scope of Services Task 4 items as listed above and supported up to the cost and hours as allocated in the attached Fee Estimate.

1. Conсор assumes that the weekly site visits associated with Task 4.1 will be a single trip for each week. The field administration meetings, and on-site observations, and review of work associated with Task 4.1 will be no longer than four (4) hours per visit plus travel time for personnel and a trip-charge per vehicle based on mileage.
2. Conсор assumes that Engineer-provided special observations and Engineer observations by Conсор associated with Task 4.2 will be no longer than two (2) hours per visit plus travel time for personnel and a trip-charge per vehicle based on mileage.
3. Conсор assumes that Substantial Completion observations associated with Task 4.4 will be no longer than four (4) hours per visit plus travel time for personnel and a trip-charge per vehicle based on mileage.
4. Conсор assumes that Final Completion observations associated with Task 4.5 will be no longer than four (4) hours per visit plus travel time for personnel and a trip-charge per vehicle based on mileage.
5. Conсор assumes Contractor will coordinate and administer all testing and inspection quality control services during the course of construction to assure the Conсор and Subconsultant specified procedures are being followed and that schedules are being met.

6. Consor assumes City will provide coordination functions during the construction phase when needed as follows:
 - a. Hold coordination meetings with Contractor representative and City staff as appropriate.
 - b. Coordinate with regulatory and approving agencies and utilities as required.
 - c. Coordinate the work of specialty City provided internal or external services.
7. The overall Project schedule, after the time of bid opening, was assumed as up to twenty-four (24) months, including commissioning and Project close-out.
8. Consor will develop and distribute meeting agendas and meeting summary notes for all meetings coordinated and hosted by Consor.
9. City will assist Consor in maintaining records of Project site activities, files for correspondence, reports of job conferences, shop drawings and samples submissions, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consor's clarifications and interpretations of the construction documents, progress reports, and other Project related documents.
10. City will assist Consor in maintaining notes of construction activities at a level of detail to be capable of cross reference to the Contractor's record drawing information for accuracy and completeness.
11. All project documentation, including reviews and responses will be in electronic format (PDF).
12. In-person meetings, observations, or on-site coordination at the Project site includes a trip-charge per vehicle based on mileage plus the travel time for personnel.
13. All Consor effort related to the above described will be invoiced on a time and material (T&M) basis, up to the level of effort and cost as identified per Task, as listed in the Fee Estimate proposal.
14. Additional services beyond the scope of services relating to Resident Project Representative Services, beyond the level of effort defined above, or in the Fee Estimate can be provided on a T&M basis, as defined in the sections below, if requested and approved separately by City.

Deliverables

Anticipated deliverables included with the Scope of Services Task 4 items as listed above included the following:

- On-site observation and review of work reports.
- Consor provided special observation reports.
- Substantial completion observation report and punch lists.
- Final acceptance observation report and punch lists.

Task 5 – Demonstration, Commissioning, and Project Close-out Support

Objective

The below described series of services proposed by Consor to support the Project demonstration and commissioning by Contractor, to verify and document system performance in accordance with the Contract Documents, demonstration support for City staff training, and project close-out support.

Task 5.1 System demonstration observation and documentation

Consor has directed that Contractor(s) is to develop and submit a demonstration plan(s) for each system improved or expanded as part of the Project in accordance with the technical specifications. Consor will review and comment on each demonstration plan, and coordinate with City, prior to notifying the Contractor to proceed with the demonstration.

Conсор will verify that each demonstration plan includes at a minimum the following:

- Start-up sequence.
- Shut-down sequence.
- Initial schedule and duration projections.
- Update to schedules and durations based on system re-starts.
- System challenge tests (duty, standby and alternating systems, and controls).

Conсор anticipates that Contractor will schedule and lead the demonstration based on the plan approved by Conсор and City. Conсор's Representative is to observe and be present during the majority of the system demonstration and assumed ten (10) demonstration site visits for one (1) Conсор staff member. Contractor is to remain responsible for the component or system included in the demonstration, prior to turn over to City.

Equipment and systems start-up and operating and maintenance instructions are conducted as required by the construction documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Conсор and City appropriate details relative to the test procedures and start-ups.

Task 5.2 Facility commissioning observation and documentation

Conсор will provide start-up and commissioning support services during commissioning phase of the Project. Commissioning is defined as the process in which the newly constructed Project elements will be placed into routine operation, after acceptance of demonstration. The commissioning process is anticipated to include a planned, systematic approach to verify that Project systems operate as intended and there is an orderly transition from construction phase to routine operation, as developed and executed by the Contractor with advisement by Conсор and Subconsultants. The Commissioning program is anticipated to include two (2) phases with estimated durations as follows:

- Phase 1: Initial phased start-up in manual operating mode(s).
- Phase 2: Transition to automated functionalities.

Commissioning will begin no later than upon Substantial Completion of the Project, unless otherwise directed by City. Conсор's Representative is to observe and be present during the majority of the facility commissioning and assumed five (5) commissioning site visits for one (1) Conсор staff member.

Start-up services support to be provided by Conсор will be sufficient to observe the transfer of finished work from a construction status to an operating, functional system(s). Such services may include review of Contractor's start-up plan, review of a start-up plan and procedures for City personnel use, supervise during start-up procedures, and assist City personnel during the period of initial operation.

Certificates, Maintenance and Operation Manuals: During the course of the work, review and determine that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this Contractor supplied material to Conсор for review and forwarding to City prior to final acceptance of the work.

Task 5.3 Contractor led Owner training coordination and participation

Conсор will request and review Contractor-developed training curriculum and advise on completeness and correctness. After curriculum is approved, Conсор will participate in the training to be coordinated and provided by Contractor and Contractor controlled manufacturers to City staff.

Conсор assumes that up to two (2) qualified staff will attend and assist with training City staff, for up to eighteen (18) hours, over three (3) business days.

Task 5.4 Project records compilation and handoff to Owner

At the end of construction and commissioning, Consor will compile the Project Record documents into a folder-based structure, electronic repository. The repository will include a narrative for instruction of the structure, naming conventions and nomenclature, and file management philosophy for the Project Record.

Consor will coordinate for the physical hand-off of the Project Records, anticipated to be housed on an external hard drive or file sharing site. Consor will deliver the Project Records to City and oversee the confirmation of access of the Project Records.

Task 5.5 Regulatory response and close-out support

Consor will prepare the final acceptance letter to be submitted with any other required Project documentation, to Oregon DEQ, and facilitate questions or comments, in support of closing out the Project with the agency.

Effort included for such services is limited up to the amount identified in the fee estimate.

Task 5.6 Project close-out meeting

At the end of construction and commissioning, and after conveyance and transfer of the official Project Records, Consor will coordinate a Project close-out meeting with City to review and discuss final outcomes, final questions and comments; plus, compile and provide a summary of lessons learned and recommendations from the Project team, for consideration in the lifecycle of the Project.

Consor assumed the Project close-out meeting will be virtual, hosted by Consor, and up to two (2) hours in duration.

Assumptions

Consor also assumed the following in development of the Scope of Services Task 5 items as listed above and supported up to the cost and hours as allocated in the attached Fee Estimate.

1. Consor assumes that system demonstration observation site visits associated with Task 5.1 will be no longer than four (4) hours per visit plus travel time for personnel and a trip-charge per vehicle based on mileage.
2. Consor assumes that facility commissioning observation site visits associated with Task 5.2 will be no longer than six (6) hours per visit plus travel time for personnel and a trip-charge per vehicle based on mileage.
3. The overall Project schedule, after the time of bid opening, was assumed as up to twenty-four (24) months, including commissioning and Project close-out.
4. Consor will develop and distribute meeting agendas and meeting summary notes for all meetings coordinated and hosted by Consor.
5. The close-out meeting will be hosted by Consor and will be virtual to support remote attendance by other project representatives.
6. In-person meetings, observations, or on-site coordination at the Project site includes a trip-charge per vehicle based on mileage plus the travel time for personnel.
7. All Consor effort related to the above described will be invoiced on a time and material (T&M) basis, up to the level of effort and cost as identified per Task, as listed in the Fee Estimate proposal.

8. Additional services beyond the scope of services relating to Demonstration, Commissioning, and Project Close-out Support, beyond the level of effort defined above, or in the Fee Estimate can be provided on a T&M basis, as defined in the sections below, if requested and approved separately by City.

Deliverables

Anticipated deliverables included with the Scope of Services Task 5 items as listed above included the following:

- Approval of Contractor provided demonstration plan.
- Approval of Contractor provided commissioning plan.
- Demonstration observations and documentation.
- Commissioning observations and documentation.
- Project Records in electronic PDF format
- Regulatory close-out documents
- Close-out Meeting agenda and meeting summary notes

Fee Estimate

Payment will be made at the Billing rates for personnel working directly on the Project, which will be made at the Consor's Hourly Rates, plus Direct Expenses incurred.

Billing rates are as shown in the Fee Estimate included in Appendix A to support the Scope of Services described above. Labor will be invoiced by staff classification at the hourly rates in the Fee Estimate, which are valid from the date of the initiation of the Contract, assumed in July of 2024, and through the duration of the project, assumed to be completed by or before July 31, 2026.

Subconsultant expenses will be charged at actual costs plus a 10 percent fee to cover administration and overhead and are included in Appendix B – Subconsultants Proposals.

Project Expenses

Expenses incurred that are directly attributable to the project will be invoiced at actual cost, plus ten percent (+10%) to cover administration and overhead expenses to procure and manage expenses.

Such Project expenses include the following:

Mileage:	IRS Rate at time of expenditure
Vehicle rental and fees	Cost + 10%
Airfare, taxi, and rideshare	Cost + 10%
Postage and Delivery Services:	Cost + 10%
Printing and Reproduction:	Cost + 10%
Travel, Lodging, and Subsistence:	Cost + 10%

The Cost for Consor staff to visit the Project site, or City office, will be based on a round-trip travel from the home office, at One SW Columbia Street, Suite 1700, Portland, Oregon 97204, consisting of 50-mile roundtrip, expensed based on the current mileage rate, plus any vehicle fee, plus the travel time per staff.

Outside Services

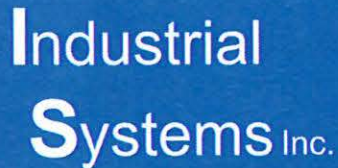
Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent (+10%) to cover administration and overhead expenses to procure and manage outside services.

Appendix A – Fee Estimate

WWTP PHASE 1 IMPROVEMENTS & BIOSOLIDS DRYER – SERVICES DURING CONSTRUCTION
CITY OF SCAPPOOSE
PROPOSED FEE ESTIMATE - APPENDIX A

Staff Name	LABOR CLASSIFICATION (HOURS)										Hours	Labor	Subconsultants				Subconsultant Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	Total						
	PIC/SME	PM	RPR/FIELD	DRYER EOR	STAFF ENG	STAFF ENG	CAD	CONTROLS	ADMIN	Structural			E&I/C	Geotech	Architect												
	Principal Engineer VI	Principal Engineer II	Professional Engineer IV	Professional Engineer VII	Engineering Designer II	Engineering Designer III	Engineering Designer VI	Project Coordinator III	Project Coordinator I																		
	\$353 Tack/Re	\$297 Rembin/Wil	\$192 Davis/Pet	\$227 Moman/J	\$171 Golichuk/S	\$185 Bacon/Cat	\$208 Blacketter/Tod	\$142 Curtis/P	\$128 Steinberg/Mor																		
Task 1 - Project Management Meetings																											
Task 1.1 - Project management	26	60	20					30		136	\$	35,809	\$	3,964	\$	4,438	1.1	\$	9,264	\$	-	\$	-	\$	45,073		
Task 1.2 - Monthly invoicing and progress reporting		16	16					24		56	\$	11,825					1.1	\$	-	\$	-	\$	-	\$	11,825		
Task 1.3 - Subconsultant management		24	12							36	\$	9,292					1.1	\$	-	\$	-	\$	-	\$	9,292		
Task 1.4 - Preconstruction meeting		4			2					10	\$	2,419	\$	1,000	\$	2,250	1.1	\$	4,252	\$	-	\$	-	\$	6,670		
Task 1.5 - Reoccurring technical meetings		16	24							60	\$	15,134	\$	2,450	\$	18,000	1.1	\$	22,229	\$	-	\$	-	\$	40,081		
Task 1.6 - Reoccurring contractor coordination meetings		36	24							60	\$	15,134	\$	18,000		\$	2,229	1.1	\$	22,252	\$	-	\$	-	\$	37,386	
Task 1 Subtotal	26	176	100	2	0	0	0	54	0	358	\$	89,613	\$	3,450	\$	42,214	615	\$	8,916	\$	60,715	\$	-	\$	-	\$	150,327
Task 2 - Construction Administration Support																											
Task 2.1 - Representation on behalf of Owner		40	20							60	\$	15,487					1.1	\$	-	\$	-	\$	-	\$	-	\$	15,487
Task 2.2 - Testing results review and recording		8	40				80			128	\$	25,717					1.1	\$	-	\$	-	\$	-	\$	-	\$	25,717
Task 2.3 - Contractor pay application review and advisement		24	48							72	\$	16,467					1.1	\$	-	\$	-	\$	-	\$	-	\$	16,467
Task 2.4 - Compilation and review of Contractor CWSRF documentation requirements		8	40				80			128	\$	25,717					1.1	\$	-	\$	-	\$	-	\$	-	\$	25,717
Task 2 Subtotal	0	80	148	0	0	0	160	0	0	388	\$	83,389	\$	-	\$	-	-	\$	-	\$	-	\$	-	\$	-	\$	83,389
Task 3 - Engineering Services and Support																											
Task 3.1 - Issue interpretations and clarifications		12	64							76	\$	16,305	\$	4,000	\$	6,894	1.1	\$	25,031	\$	-	\$	-	\$	-	\$	41,236
Task 3.2 - Shop drawing and material submittal review and approvals		10	64	24	86	120				104	\$	59,718	\$	43,860	\$	20,828	1.1	\$	91,560	\$	-	\$	-	\$	-	\$	151,278
Task 3.3 - Minor changes and field directives		20	40	10						70	\$	16,079					1.1	\$	-	\$	-	\$	-	\$	-	\$	16,079
Task 3.4 - Owner requested changes		20	40	20						92	\$	21,026	\$	8,000			1.1	\$	8,800	\$	-	\$	-	\$	216	\$	30,542
Task 3.5 - Contractor change order request review and advisement		20	40	20						80	\$	18,435	\$	4,000	\$	6,894	1.1	\$	11,983	\$	-	\$	-	\$	-	\$	30,418
Task 3.6 - Demonstration and commissioning plan development and coordination	2	6	20	6						34	\$	7,858					1.1	\$	-	\$	-	\$	-	\$	-	\$	7,858
Task 3.7 - Operations and maintenance manual compilation and preparation		2	8				40			62	\$	11,487					1.1	\$	-	\$	-	\$	-	\$	-	\$	11,487
Task 3.8 - Record Drawings preparation		4	14	6	70		40			84	\$	17,540	\$	6,395	\$	9,152	1.1	\$	21,244	\$	-	\$	-	\$	270	\$	39,524
Task 3 Subtotal	2	94	290	86	106	160	52	0	12	602	\$	168,347	\$	66,455	\$	43,768	5,890	\$	28,085	\$	158,618	\$	-	\$	936	\$	327,901
Task 4 - Resident Project Representative Services																											
Task 4.1 - Field administration, on-site observation, and review of work			250				150			400	\$	78,784	\$	10,710	\$	10,392	1.1	\$	33,871	\$	3,013	\$	-	\$	-	\$	115,668
Task 4.2 - Engineer provided Special Observations			140							140	\$	27,801	\$	11,480	\$	15,116	1.1	\$	34,010	\$	1,540	\$	-	\$	-	\$	63,471
Task 4.3 - Contractor as-built review		4	20							24	\$	5,136					1.1	\$	-	\$	-	\$	-	\$	-	\$	5,136
Task 4.4 - Substantial completion observations and punch lists		4	20							24	\$	5,136					1.1	\$	-	\$	167	\$	-	\$	-	\$	5,303
Task 4.5 - Final acceptance completion observations and punch lists		4	20							24	\$	5,136					1.1	\$	-	\$	367	\$	-	\$	-	\$	5,303
Task 4 Subtotal	0	12	450	0	0	150	0	0	0	612	\$	122,094	\$	22,190	\$	25,508	8,680	\$	5,350	\$	67,801	\$	4,887	\$	-	\$	194,882
Task 5 - Demonstration, Commissioning, and Project Close-out Support																											
Task 5.1 - System demonstration observation and documentation	2	4	50	12						68	\$	14,675		\$	4,224		1.1	\$	4,646	\$	485	\$	-	\$	-	\$	19,407
Task 5.2 - Facility commissioning observation and documentation		4	35	15						56	\$	12,393					1.1	\$	-	\$	318	\$	-	\$	-	\$	12,710
Task 5.3 - Contractor led Owner training coordination and participation		4	40	40						84	\$	18,247					1.1	\$	-	\$	251	\$	-	\$	-	\$	18,707
Task 5.4 - Project record compilation and handoff to Owner		4	10			40		40	10	108	\$	19,967				\$	2,229	1.1	\$	2,452	\$	-	\$	-	\$	22,419	
Task 5.5 - Regulatory response and close-out support		6	4	2						12	\$	2,994					1.1	\$	-	\$	-	\$	-	\$	-	\$	2,994
Task 5.6 - Project close-out meeting		3	4	3						10	\$	2,367					1.1	\$	-	\$	-	\$	-	\$	-	\$	2,367
Task 5 Subtotal	4	25	143	72	40	40	0	4	10	338	\$	70,942	\$	-	\$	4,224	-	\$	2,229	\$	7,098	\$	1,053	\$	-	\$	79,093
TOTAL - ALL TASKS	32	387	1131	160	146	510	52	58	22	2498	\$	534,384	\$	92,095	\$	115,754	25,185	\$	44,580	\$	294,331	\$	5,940	\$	936	\$	835,992

Appendix B – Subconsultant Proposals



Mr. Austin Rambin, PE
Conсор
888 SW 5th Avenue | Suite 1170
Portland, OR 97204

June 3, 2024

Subject: P24.54: City of Scappoose – WWTP Phase 1 – E,I&C Services During Construction - Rev 1.1

Dear Mr. Rambin,

Industrial Systems, Inc. is pleased to provide you with the following proposal for electrical and control system services during construction. As always, we look forward to working with you on this project.

Summary:

Industrial Systems recently worked with Conсор to complete the WWTP Phase 1 and Biosolids design improvements for the City of Scappoose WWTP.

Industrial Systems has been asked to provide services during construction for the electrical and controls system work.

This scope will include site visits, responding to RFIs, submittal reviews, record drawings, and start-up assistance.

Scope of Work:

1. Conformed Drawings
2. Attend Pre-Construction Meeting
3. Attend Coordination Meetings
4. Submittal Review for electrical and control related equipment
5. Respond to RFIs
6. Site Visits
7. Control Panel Testing
8. Close Out and Record Drawings

Deliverables:

1. Participate in periodic progress and coordination meetings.
2. Provide RFI responses, electronic in PDF format.
 - a. No more than 12 RFIs are expected
3. Submittal review responses for electrical and control system equipment

- a. Electronic in PDF format using our standard review form
- 4. Site visits during construction
 - a. One per month for up to 24 months
- 5. Control system testing observation
 - a. Up to 3 days of on-site observation at a panel shop within 100 miles of the project site.
- 6. Startup observation and testing
 - a. Up to 3 days for one person
- 7. Record Drawings
 - a. Based on contractor marks
 - b. Field verification of construction is not included

Assumptions:

- 1. A mutually agreeable schedule will be negotiated for completion of this work.
- 2. Record Drawings will be drafted and checked based on contractor markups.

Exclusions:

- 1. Design changes to support alternative equipment submitted by the contractor team.
- 2. Deliverables not defined herein.
- 3. Factory Acceptance Testing assistance for any equipment other than network and PLC panels.
- 4. Services not specifically listed herein.
- 5. Site visits other than listed above.

Fee Proposal:

Industrial Systems, Inc. proposes to provide the services and materials listed above on a T&M – basis. The fees shall be as listed in the summary below and include an estimate for Travel & Expenses.

Fee Estimate – Construction Services..... \$115,714.00

Terms shall be as stated in the November 22, 2022, Master Services Subconsultant Agreement No. W22064068 between Consor and Industrial Systems, Inc.

For the purpose of time and material work and any hourly work agreed to beyond this scope, the enclosed billing rates shall be considered as our standard rates. Our standard rates shall be subject to annual revision.

Multi-year projects are subject to annual rate increases and contract amount escalations of up to 5% per year.

Please feel free to call with any questions that you might have. Again, we look forward to working with you on this project.

June 3, 2024

P24.54: City of Scappoose – WWTP Phase 1 – E,I&C Services During Construction - Rev 1.1

Page 3 of 4

Mike Wallis

6/3/2024

Mike Wallis

Date

Enclosures: Rate Schedule & Estimated Hours



12119 NE 99th Street
Suite #2090
Vancouver, WA 98682
Phone: (360) 718-7267 Fax: (360) 952-8958
Email: is@is-inc.com

2024 RATE SCHEDULE

PRINCIPAL	\$220 /HR
PROJECT MANAGER	\$199 /HR
SENIOR DESIGN/PROGRAMMING STAFF	\$176 /HR
DESIGN / PROGRAMMING STAFF	\$163 /HR
JUNIOR DESIGN/PROGRAMMING STAFF	\$134 /HR
TECHNICIAN	\$117 /HR
DRAFTING	\$88 /HR
CLERICAL	\$70 /HR

MILEAGE AND OTHER EXPENSES.....COST PLUS 20%
(The 2024 IRS allowable mileage rate is assumed to be \$0.67/mile)

Expires: 12/31/24 - Subject to revision after this date

Project Name

Scappoose WWTP

Proposed Fee Estimate

		LABOR CLASSIFICATION (HOURS)									ESTIMATED FEES		
		Principal	Project Manager	Senior Engineer	Engineer	Engineering Intern	Technician	Drafting	Clerical	Hours	labor	Other Expenses	Total
		\$ 220.00	QA/QC 199.00	Technical Lead 176.00	\$ 163.00	\$ 134.00	\$ 117.00	\$ 88.00	\$ 70.00				
Task 1 -	Construction Services									0	\$ -		\$ -
Task 1.1 -	Conformed Drawings		4	12				12		28	\$ 3,964.00		\$ 3,964.00
Task 1.2 -	Pre Con		6	6						12	\$ 2,250.00		\$ 2,250.00
Task 1.3 -	Coordination Meetings		96	96						192	\$ 36,000.00		\$ 36,000.00
Task 1.4 -	Submittal Reviews		12	100					12	124	\$ 20,828.00		\$ 20,828.00
Task 1.4 -	RFIs & Change Orders		12	60					12	84	\$ 13,788.00		\$ 13,788.00
Task 1.4 -	Site Visits		12	96						108	\$ 19,284.00	\$ 1,500.00	\$ 20,784.00
Task 1.4 -	Panel Testing			24						24	\$ 4,224.00	\$ 500.00	\$ 4,724.00
Task 1.4 -	Start Up			24						24	\$ 4,224.00		\$ 4,224.00
Task 1.4 -	Close Out and Record Drawings			40				24		64	\$ 9,152.00		\$ 9,152.00
Task 1 Subtotal		0	142	458	0	0	0	36	24	660	\$ 113,714.00	\$ 2,000.00	\$ 115,714.00
TOTAL - ALL TASKS		-	142	458	-	-	-	36	24	660	\$ 113,714.00	\$ 2,000.00	\$ 115,714.00

Customer

Censor

Date

6/3/2024

Industrial Systems, Inc

G:\PDX_BD\Clients\Scappoose\Phase 1 WWTP Improvements 12-19\Scoping\09_Construction Svcs\Subs\IS\Task List CA Estimate - Rev 1.1.xlsx\Sheet1



Portland Office
9400 SW Barnes Road
Suite 100
Portland, OR 97225
503.292.1635

May 3, 2024

Austin Rambin
Conzor
1 SW Columbia Street, Suite 1700
Portland, OR 97204
(503) 225-9010

Project #: 2201-0036

RE: Scappoose WWTP – Services During Construction Proposal

Dear Austin-

Thank you for the opportunity to provide services during construction for the Scappoose Wastewater Treatment Plant Phase 1 Improvements and Biosolids Dryer projects. This proposal specifically includes construction services for the structural elements designed by PSE during for the Phase I and Biosolids Dryer projects. Based on our understanding, we have generated the following scope of structural services.

Proposed Project Scope

PSE proposes the following scope of work:

1. Construction Meetings – [\$3,450]

Attendance of construction kickoff meeting and up to (6) additional coordination meetings during construction.

- a. Meetings are assumed to be held virtually.
- b. Kickoff meeting assumed to be up to (2) hours. Additional coordination meetings assumed to be (1) hour.

2. RFI's and Submittals – [\$51,860]

a. Phase 1 Improvements

- i. Maximum of 80 hours for review and response to the construction RFI's from the contractors
- ii. Maximum of 80 Hours for review and response to construction submittals.

b. Biosolids Dryer

- i. Maximum of 15 hours for review and response to the construction RFI's from the contractors
- ii. Maximum of 15 Hours for review and response to construction submittals.

c. RFI time includes response to change orders up the hours allotment specified.

3. Structural Observations – [\$21,420]

a. Phase 1 Improvements

Conсор

- i. Perform a maximum of (10) structural observation site visits for the headworks and blower building at the following benchmarks:
 1. Following the installation of the footing reinforcing, formwork and other cast-in items, but prior to concrete pour.
 2. Following the installation of the CMU wall reinforcing, prior to the grout pour.
 3. Following the installation of the CMU lintel reinforcing, prior to the grout pour.
 4. Following the installation of all roof framing and connections, but prior to the installation of finishes.
 5. Following substantial completion of structural work.
 - ii. Perform a maximum of (14) structural observation site visits for the buried concrete structures and other structural elements:
 1. Following placement of foundation reinforcement
 2. After the forming, waterstops, reinforcing and all other cast-in items have been installed, but prior to enclosing the other side of the form.
 3. After one side of the forming, waterstops, reinforcing and all other cast-in items have been installed, but prior to the first concrete pour.
 4. Final observations after all structural elements, such as but not limited to concrete work, canopy framing, grating and guardrail, pipe supports and other structural elements contained within the construction documents have been installed and after interior wash down, prior to backfilling and leak test to observe interior and exterior of the finished basins.
- b. Biosolids Dryer
- i. Perform a maximum of (3) structural observation site visits for the Biosolids project at the following benchmarks:
 1. Following the installation of the foundation reinforcing, formwork and other cast-in items, but prior to concrete pour.
 2. Final observations after all conveyor support frame contained within the construction documents, have been installed.
 - c. This scope assumes that several of the structural observations will occur concurrently for the various structures and only a maximum of (20) total field visits will be performed.
4. **Project Closeout Services – [\$6,595]**
- a. Generation of structural record drawings incorporating redline field markups of construction drawings maintained and provided by the Contractor.
5. **Project Phase Expenses – [\$770]**
- a. Milage for trips to and from the project site. A maximum of (20) round trip site visits will be performed.

Proposed Fee and Schedule

Based upon the scope above, we have generated a fee estimate as follows:

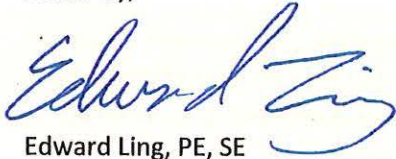
Conzor

- Task Items 1-5: \$83,325 with estimated project expenses of \$770, for a total of \$84,095.

Project expenses will be billed at cost plus 10%. Invoices will be submitted at the beginning of the month for structural services performed in the previous month. Should revisions to this scope and estimate be affected by pending information or design changes, we will apprise you of that situation before proceeding. Please note that the fee stated above is based solely on an estimate of the time to be expended to complete the deliverables as defined in the above scope. Changes or additions to the defined scope could result in additional fees. PSE will require an amended PO or alternate client official notification before beginning work on design changes or modifications. The above proposal has been generated assuming that the structural engineering services are to be initiated within a six-month period from the proposal date and substantially completed within twelve months of the construction initiation date. If the schedule of work exceeds the projected time, we reserve the right to revise our fee estimate accordingly.

Thank you for including us and we look forward to working with you on this project. Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Edward Ling".

Edward Ling, PE, SE

Firm Principal

Peterson Structural Engineers, Inc.

Sent via email to Austin Rambin on 5/3/2024 Austin.Rambin@consoreng.com

**DELVE UNDERGROUND
GEOTECHNICAL SERVICES SCOPE
SCAPPOOSE WWTP IMPROVEMENT CONSTRUCTION**

Task 1: Submittal Review and RFI Response

This task consists of participating in a kickoff meeting, providing technical review and support for submittals and RFI responses for geotechnical related works (earthwork materials, rock excavation, shoring, and dewatering). We assume 3 submittals and 3 RFI will need our review and response.

Task 2: Field Activities

We plan to conduct periodic site visits to observe earthwork-related construction and subgrade preparation activities including the following: excavation, dewatering, preload and results assessment, subgrade condition and over-excavation, and structural fill. We assume 3 site visits for the earthwork construction, 2 visits during preload period and 5 site visits for subgrade preparation. We will provide our site observations, our opinions, and recommendations in a Geotechnical Construction Field Activity Report for each of our site visits.

Delve Underground - Level of Effort - Scappoose WWTP CM								
		Principal	Associate Engineer	Project Engineer	Staff Engineer	Labor	Expenses	Subconsultant Total
Task Description								
Task 1 - Submittal Review and RFI								
	Construction Kick-Off Meeting	1	2			\$ 615	\$ -	\$ 615
	Submittal Review (assume 3 submittals)	3	6			\$ 1,845	\$ -	\$ 1,845
	Response to RFIs (assume 3 RFI)	3	6			\$ 1,845	\$ -	\$ 1,845
	Sub-total	7	14	0	0	\$ 4,305	\$ -	\$ 4,305
Task 2 - Field Activities								
	Observations for excavationand dewatering (assume 3 visits)		3		15	\$ 2,250	\$ 120	\$ 2,370
	Preload Placement and Result Review		8		8	\$ 2,320	\$ 120	\$ 2,440
	Subgrade inspections (assume 5 visits)		5		25	\$ 3,750	\$ 120	\$ 3,870
	Sub-total	0	16	0	48	\$ 8,320	\$ 360	\$ 8,680
Hours		7	30	0	48			
Fee		\$1,855	\$5,250	\$0	\$5,520	\$ 12,625	\$ 360	\$ 15,185

STRONGWORK ARCHITECTURE

ARCHITECTURAL SERVICES PROPOSAL

04/30/2024

PROJECT

Scappoose WWTP Upgrades – Services During Construction

FOR

Conсор Engineering
Austin Rambin, Principal Engineer

Austin,

Per your request, we have written a scope and fee for the Services During Construction (SDC) phase of the Scappoose WWTP Project.

Our detailed understanding of the architectural construction administration scope is described in the Agreement below.

Please don't hesitate to reach out with any questions. Thank you!

Sincerely,
Alan

A handwritten signature in black ink, appearing to read 'A. Armstrong'.

Alan Armstrong, RA

AGREEMENT

Architectural services agreement between the following parties:

Conzor Engineering "Client"
1 SW Columbia Ave
Suite 1700
Portland, OR 97204
Contact: Austin Rambin

Strongwork Architecture, LLC "Architect"
3309 SE Sherrett St, Unit A
Portland, OR 97222
Contact: Alan Armstrong

The Client has entered into a Prime Agreement with the City of Scappoose, Oregon, hereto referred to as the "Owner."

The Client and Architect agree as follows:

SCOPE OF WORK

Strongwork Architecture will provide construction administration and observation services including the following tasks:

SERVICES DURING CONSTRUCTION

Includes project management activities, reviewing and responding to submittals and RFIs, construction meetings, construction site visits, design clarifications, preparing questions and list items for substantial and final completion inspections, project closeout assistance, and record drawings.

Project Management

Manage the project according to project management best practices. Activities to include:

- PM internal coordination calls
- Monthly invoicing
- Project and fee updates when requested

Deliverables:

- Monthly Invoicing
- Fee updates, and PM meeting notes when requested

Construction Meetings

Attend virtual construction meetings to coordinate activities with Contractor and other design team disciplines.

Assumptions:

- Assume (8) construction meeting
- Assume meeting to be 2hr virtual meetings.

Deliverables:

- Construction meeting notes via email

RFI Responses:

Review and response to Requests for Information (RFIs) submitted by the contractor.

Assumptions:

- Assume approx. (20) RFI responses and follow up RFIs over the duration of construction.

Deliverables:

- RFI responses in Architect's standard format

Submittal Review / Responses:

Review of technical submittals as provided by the Contractor.

Assumptions:

- Assume approx. (16) submittal reviews, and (8) re-submittals, over the duration of construction. (24) total submittal reviews.

Deliverables:

- Submittal responses in Architect's standard format

Design Clarifications

Produce information necessary to clarify aspects of the design to the contractor as they arise.

Deliverables:

- Design Clarification documents in Architect's standard format.

Construction Site Visits

Visit the site to observe construction progress.

Assumptions:

- Assume (6) in-person site visits throughout the duration of construction.
- Assume architectural observation site visit is needed for:
 - o CMU and wood framing and structure raised
 - o Thermal envelope installation (wall/roof)
 - o Openings installation
 - o Finishes installation
 - o Pre-walkthrough for C.O. Inspections
 - o Pre-walkthrough for Owner Punchlist items
 - o Occasional RFI/C Questions from GC requiring a site visit for clarification and observation

Deliverables:

- Site visit Field Report, in pdf format

Startup Assistance

No work

Project Closeout Assistance:

The production of punch list modifications and additions, review of the contractor's

closeout submittals, and preparation and issuance of the certificate of substantial completion and the final change order.

Deliverables:

- Report of punch-list items or Inspection list items, in pdf format
- Closeout Documents

Record Drawings

Create Record Drawings to document changes occurring during construction.

Deliverables:

- 22x34 drawings delivered in pdf format after completion of construction
- CAD drawings delivered via email or upload to cloud sharing site
- Spec changes delivered in pdf format after completion of construction

GENERAL ASSUMPTIONS

This is a list of general assumptions that apply to more than one Task or SubTask:

- All contractor request documents are received via email or through a construction management software portal, except for specific material samples as required in the Specifications, or other material samples Architect requests as a part of submittal review
- Architect is given (2) weeks to reply to all RFI, Clarification, Submittals, Resubmittals, Change Orders, or Contractor Requests; Architect will try accommodating a faster response when requested, but will not be contractually obligated to provide responses sooner than (2) weeks from received date of Contractor's standard format request form, via email or construction management portal.

EXCLUSIONS

This scope of work listed in the above phases **does not** include the following:

- Construction Services work outside of the buildings included but not limited to: Civil engineering, landscape design, and other design disciplines.

FEE

The fee will be billed on a time and materials basis.

The total fee is \$44,580

Any services in addition to those listed above will be billed hourly at the rates listed below, after prior approval from the client.

Hourly rates are:

Principal Architect -	\$179/hr
Senior Architect -	\$165/hr
Project Architect/Project Lead -	\$132/hr

If, after execution of this agreement and the start of design work, the client decides to stop work for any reason, a percentage of this total fee will be invoiced equal to the percentage of work performed.

REIMBURSABLES

Reimbursables will be billed at cost. Reimbursables included but are not limited to: printing costs, meals while traveling, etc. The estimate shown above is for all travel-related, and printing expenses.

ENTIRE PROPOSAL

The signatures below represent acceptance of the entire proposal including the scope of work, fee, attachments, and exclusions listed above as well as the terms of agreement listed below.

SIGNATURES

If you agree to the above terms, please sign below and return. I will then return a signed copy for your records. Thank you for the opportunity!

(Client – Name, Title, Print and Sign)

Date

Alan Armstrong, Authorized Member, Strongwork Architecture, LLC

Date

(continued on next page)

TERMS OF AGREEMENT

This Agreement for professional services has been entered into with Strongwork Architecture LLC (Architect) and Consor Engineering, Inc. (Client).

Performance of Services: The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project.

Use of Documents: Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

Betterment: If, due to the Architect's error, any required item or component of the project is omitted from the Construction Documents produced by Architect, the Architect's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and costs, including reasonable attorney's fees and cost of defense, to the extent caused by the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

Jobsite Safety: Neither the professional activities of the Architect nor the presence of his sub consultants at a construction site, shall relieve the Contractor of the Contractor's obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing or coordinating all portions of the work of construction in accordance with the contract documents and any health/safety precautions required by regulatory agencies.

Information Provided by Others: The Architect shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to the Architect such information as is available, and the Architect shall be entitled to rely upon the accuracy and completeness thereof. Accordingly, the Client agrees to indemnify and hold the Architect harmless from any claim, liability or cost for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client and or Client's consultants.

Construction Observation: The Architect may visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Architect to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Architect does not guarantee the performance of, and shall have no responsibility for, the acts, safety procedures, programs, or omissions of any contractor, subcontractor, and supplier or by other entity furnishing materials or performing any work on the project.

Dispute Resolution: Any claims or disputes between the Client and Architect arising out of the services to be provided by the Architect or out of this Agreement shall, as a condition precedent to litigation, be submitted to non-binding mediation. The Client and the Architect agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Termination, Suspension, or Abandonment: In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.