

PROFESSIONAL SERVICES AGREEMENT – ENGINEERING SERVICES

This Professional Services Agreement - Engineering Services (this “Agreement”) is dated March 9, 2022, and is made effective for all purposes as of March 9, 2022 (the “Effective Date”), and is entered into between Town of Lakeview (“Town”), an Oregon municipal corporation, whose address is 525 North 1st Street, Lakeview, Oregon 97630, and Anderson Perry & Associates, Incorporated (“Engineer”), an Oregon corporation, whose address is 1901 N Fir Street, La Grande, Oregon 97850.

RECITAL:

Town desires to retain Engineer to perform certain engineering and related services concerning Town’s water system facility improvement project (the “Project”). Engineer is willing to perform engineering and related services for and concerning the Project subject to and in accordance with the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties’ mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Engineering Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Engineer will perform the following engineering and related services concerning the Project for and on behalf of Town (collectively, the “Services”): (a) those engineering and related services identified on the attached Schedule 1.1 (the “Scope of Work”); (b) those engineering and related services identified in Engineer’s Professional Services Proposal (Engineering Services Water Treatment Facility) dated November 30, 2021 (the “Proposal”) concerning Phase 1 – Preliminary Engineering; (c) all other necessary or appropriate services customarily provided by Engineer in connection with its performance of those services identified in the Scope of Work and/or Proposal; and (d) such other engineering and related services requested by Town’s manager and/or special projects manager from time to time. Engineer will (w) consult with and advise Town on all matters concerning the Services reasonably requested by Town, (x) communicate all matters and information concerning the Services to Town’s manager and/or special projects manager and perform the Services under the general direction of Town’s manager, (y) devote such time and attention to performance of the Services as Town deems necessary or appropriate, and (z) perform the Services to the best of Engineer’s ability.

1.2 Schedule; Condition Precedent. The Services will be completed expeditiously, in a timely manner, and in accordance with the schedule identified in the Scope of Work. Notwithstanding anything contained in this Agreement to the contrary, Town’s performance of its obligations under this Agreement is conditioned on Engineer’s performance of its obligations under this Agreement, including, without limitation, those Engineer obligations identified under Section 4.4. Town has relied on the representations, warranties, and covenants contained in the Proposal when selecting Contractor to perform the Services. Contractor represents, warrants, and covenants to Town that the representations, warranties, and covenants contained in the Proposal are true and correct in all respects.

1.3 Subcontractor. Subject to the terms and conditions contained in this Agreement, Engineer will contract with Adkins Consulting Engineering, LLP (the “Subcontractor”), an Oregon limited liability partnership, to provide certain engineering and related services identified in the Proposal, Grant Documents (as defined below), and/or this Agreement. Except as expressly provided in the immediately preceding sentence, Engineer is not permitted to subcontract and/or assign all or any part of the Services without Town’s prior written consent. Town’s consent to Engineer’s subcontract with Subcontractor and all other proposed subcontracts and/or assignment of the Services is conditioned on (in addition to any other condition that the Town may reasonably impose) the following: (a) Engineer demonstrating to Town that Subcontractor and any other subcontractor/assignees (if any) are capable of successfully performing the subject Services in accordance with this Agreement; and (b) each Subcontractor and/or the

subcontractor/assignee agreeing in writing to comply with and be bound by all the terms and conditions contained in this Agreement. Engineer will deliver to Town, promptly after execution, an original executed copy of all documentation pertaining to the subcontract(s) and/or assignment(s) in form reasonably acceptable to Town. Engineer's subcontract with Subcontractor and any other subcontract and/or assignment concerning the Services is subject to the following: (w) the terms and conditions of this Agreement will in no way be deemed to have been waived or modified; (x) consent will not be deemed consent to any further subcontract and/or assignment by Town; (y) the subcontract and/or assignment, whether with or without Town's consent, will not modify, relieve, and/or eliminate any Engineer liability or obligation under this Agreement (Engineer remains liable for the timely and proper performance of the Services in accordance with this Agreement); and (z) Town will pay Engineer for performance of the subcontracted/assigned Services subject to and in accordance with the terms and conditions contained in this Agreement.

1.4 Grant Documents. Town anticipates that Town will receive certain funds (not to exceed \$15,000,000.00) (the "Grant Funds") under the American Rescue Plan Act (the "Grant") by and through the State of Oregon, Business Oregon ("Grantor"). Town will use a portion of the Grant Funds to pay for the Services. As a condition to Town's receipt of the Grant Funds, Town and Grantor will enter into certain grant and other contract documents concerning, among other things, the Project and Town's use of the Grant Funds (individually and collectively, the "Grant Document(s)"). Notwithstanding anything contained in this Agreement to the contrary, Engineer will perform the Services subject to and in accordance with the terms and conditions contained in the Grant Documents. Prior to the Effective Date, Engineer had the opportunity to ask questions and receive answers concerning the Grant and Grant Documents. Engineer has obtained all information Engineer deems necessary or appropriate concerning the Grant and Grant Documents.

1.5 Town Responsibilities. Engineer and Subcontractor will work closely with Town, subconsultants, and community stakeholders during performance of the Services. Engineer will provide Town the opportunity to review and comment on delivered documents and make decisions concerning material issues, including, without limitation, selection of water treatment processes, technologies, and water system improvements. Upon Engineer's request, Town will provide Engineer maps, records, reports, correspondence, and any other information and/or documentation concerning the Services reasonably requested by Engineer from time to time. Town will pay for any agency review fees required by local, state, and/or federal authorities, services of the pilot testing contractor, and needed equipment to perform the pilot testing, water sampling and testing, and services of the well drilling company to perform the required rehabilitation evaluation.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Engineer's timely performance of the Services in accordance with this Agreement, Town will pay Engineer the hourly rates identified in the Hourly Fee Schedule attached hereto as Schedule 2.0. Engineer will submit monthly invoices to Town concerning the Services performed by Engineer during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Engineer (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable hourly rate(s) for performing the Services; and (d) all other information reasonably requested by Town. Town will pay the amount due under each Invoice within thirty (30) days after Town has reviewed and approved the Invoice. No compensation will be paid by Town for any portion of the Services not performed. Town's payment will be accepted by Engineer as full compensation for performing the Services for which the applicable Invoice relates. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by Town under this Agreement for performance of the Services will not exceed \$537,280.00 (and will not otherwise exceed the amount allocated for the applicable task as identified in Schedule 2.1).

2.2 No Benefits; Limited Reimbursement. Town will not provide any benefits to Engineer, and Engineer will be solely responsible for obtaining Engineer's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Engineer will provide, at Engineer's cost and expense, all materials,

equipment, and supplies necessary or appropriate to perform the Services. Town will not reimburse Engineer for any expenses Engineer incurs to perform the Services except for the following: (a) Engineer's mileage will be reimbursed at the then-applicable Internal Revenue Service standard mileage rates; and (b) Engineer's lodging, copy, long distance, messenger service, printing, and supply expenses incurred to complete the Services provided such expenses are reasonable and necessary for Engineer's performance of the Services. Engineer will provide Town receipts and mileage reports for all expenses incurred in the applicable month concurrent with submitting its monthly Invoice. Notwithstanding anything contained in this Agreement to the contrary, Town's total reimbursement obligation under this Agreement will not exceed \$8,900.00.

3. Relationship.

3.1 Independent Engineer. Engineer is an independent contractor of Town. Engineer is not an employee of Town. Engineer will be free from direction and control over the means and manner of performing the Services, subject only to the right of Town to specify the desired results. This Agreement does not create an agency relationship between Town and Engineer and does not establish a joint venture or partnership between Town and Engineer. Engineer does not have the authority to bind Town or represent to any person that Engineer is an agent of Town. Engineer has the authority to hire other persons to assist Engineer in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses. Town will not withhold any taxes from any payments made to Engineer, and Engineer will be solely responsible for paying all taxes arising out of or resulting from Engineer's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Engineer will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

4. Representations; Warranties; Covenants.

In addition to any other Engineer representation, warranty, and/or covenant made in this Agreement, Engineer represents, warrants, and covenants to Town as follows:

4.1 Authority; Binding Obligation; Conflicts. Engineer is duly organized under Oregon law, validly existing, and in good standing under applicable Oregon law. Engineer has full power and authority to sign and deliver this Agreement and to perform all Engineer's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Engineer, enforceable against Engineer in accordance with its terms. The signing and delivery of this Agreement by Engineer and the performance by Engineer of all Engineer's obligations under this Agreement will not (a) breach any agreement to which Engineer is a party, or give any person the right to accelerate any obligation of Engineer, (b) violate any law, judgment, or order to which Engineer is subject, or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Quality of Services. Engineer will perform the Services to the best of Engineer's ability, diligently, in good faith, in a professional manner, with the care and skill ordinarily exercised by other engineering professionals practicing under similar circumstances at the time the Services are performed, and consistent with the terms and conditions contained in this Agreement. The Services will be performed subject to and in accordance with the Laws (as defined below). Engineer will be solely responsible for the Services. Engineer will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Engineer will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Engineer will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Engineer's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or

damage to any property) with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Engineer in connection with Engineer's performance of the Services with limits of no less than \$2,000,000 combined single limit; (c) professional liability insurance (errors and omissions insurance) with limits of no less than \$3,000,000 per occurrence, \$5,000,000 in the aggregate; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to Town, will list Town and each Town Representative (as defined below) as an additional insured (except for Engineer's professional liability insurance policy), and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of Town. The insurance Engineer is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to Town. Engineer's insurance will be primary and any insurance carried by Town will be excess and noncontributing. Engineer will furnish Town with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Engineer is required to obtain under this Agreement upon Engineer's execution of this Agreement and at any other time requested by Town. If Engineer fails to maintain the insurance required under this Agreement, Town will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Engineer immediately upon Town's demand.

4.4 Compliance With Laws. Engineer will comply and perform the Services subject to and in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Engineer will comply with each obligation applicable to Engineer and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Engineer obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a business license from Town and an unexpired certificate issued by the Oregon Department of Administrative Services under ORS 279A.167. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning Engineer, this Agreement, and/or the Services, including, without limitation, all applicable Town ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

4.5 Indemnification. To the fullest extent permitted by the Laws, Engineer will defend, indemnify, and hold Town, and each present and future Town officer, employee, agent, and representative (individually and collectively, "Town's Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused by Engineer (and/or Engineer's directors, officers, shareholders, partners, managers, members, employees, agents, representatives, and/or contractors); (b) Engineer's failure to pay any tax arising out of or resulting from performance of the Services; and/or (c) Engineer's breach and/or failure to perform any Engineer representation, warranty, covenant, and/or obligation contained in this Agreement. Engineer's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports. Engineer will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement (collectively, the "Deliverables") to Town upon the earlier of Town's request or termination of this Agreement. All copies of the materials provided to Town will become the property of Town who may use them without Engineer's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services; provided, however, any Town modification and/or use of the Deliverables for any non-Project related purpose will be at Town's risk and expense. Engineer will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Engineer is responsible (including, without limitation, any claims which may be brought against Town), and Engineer will be liable to Town for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Records. Engineer will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under

this Agreement for a period of three years after termination of this Agreement. Engineer's records will be maintained in accordance with sound accounting practices. Engineer will provide Town access to any Engineer books, documents, papers, and/or records which are pertinent to this Agreement and/or the Services. Engineer will maintain all books, documents, papers, and records generated under this Agreement for a period no less than three years commencing on the date of Town's final payment to Engineer under this Agreement.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Engineer will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Engineer may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Engineer promptly notifies the town manager of the order and complies with any applicable protective or similar order. Engineer will promptly notify the town manager of any unauthorized use, communication, and/or disclosure of any Confidential Information and will assist Town in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by Engineer and will exert Engineer's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential Information. Upon the earlier of Town's request or termination of this Agreement, Engineer will immediately return to Town all documents, instruments, and/or materials containing any Confidential Information accessed or received by Engineer, together with all copies and summaries of such Confidential Information. If requested by Town, Engineer will execute a written certification satisfactory to Town pursuant to which Engineer will represent and warrant that Engineer has returned all Confidential Information to Town in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Engineer or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by Town as confidential and/or any documentation, information, and/or materials relating to or concerning Town's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Engineer; provided, however, the term "Confidential Information" does not include Town's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until Engineer's completion of the Services, unless sooner terminated or extended as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of Town and Engineer, and/or (b) Town may terminate this Agreement for convenience and without cause by giving ten (10) days' prior written notice of such termination to Engineer. Upon receipt of the notice of termination, except as explicitly directed by Town, Engineer must immediately discontinue performing any Services.

5.2 Termination For Cause. Notwithstanding anything contained in this Agreement to the contrary, Town may terminate this Agreement immediately upon notice to Engineer upon the happening of any of the following events: (a) Engineer engages in any form of dishonesty or conduct that reflects adversely on the reputation or operations of Town; (b) Engineer fails to comply with any applicable law related to Engineer's independent contractor relationship with Town; (c) problems occur in connection with the performance of the Services; and/or (d) Engineer breaches and/or otherwise fails to perform any Engineer representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by Town in Town's sole discretion.

5.3 Consequences of Termination. Upon termination of this Agreement, Town will not be obligated to reimburse or pay Engineer for any continuing contractual commitments to others or for penalties or damages

arising from the cancellation of such contractual commitments. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement by Town will not constitute a waiver or termination of any rights, claims, and/or causes of action Town may have against Engineer. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Engineer will deliver to Town all materials and documentation, including raw or tabulated data and work in progress, related to or concerning the Services.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Engineer will not assign this Agreement to any person without Town's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), Town and Engineer will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Lake County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Lake County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement; provided, however, if any exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the terms contained in this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Engineer's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by Town and Engineer. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and

contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Engineer has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

TOWN:
Town of Lakeview,
an Oregon Municipal Corporation

ENGINEER:
Anderson Perry & Associates, Incorporated,
an Oregon corporation



By: Michele Perry, Town Manager

Federal Tax Id. No.: 93-6002198



By: Brad D. Baird, PE, President

Federal Tax Id. No.: 93-0640493



SCHEDULE 1.1
SCOPE OF WORK
PHASE 1 - PRELIMINARY ENGINEERING
March 9, 2022

PROJECT UNDERSTANDING

The Town of Lakeview, Oregon (Town) intends to complete improvements to its water system as generally outlined in the state-approved 2018 Water System Master Plan (WSMP). Improvements include a new water treatment facility to treat iron, manganese, and arsenic; rehabilitation of Wells No. 2, 7, and 8; upgrades to Well Pump Stations No. 2, 7, 8, 9, and the North Well Pump Station; various replacements to the distribution system piping; and improvements to the main spring area security fencing and spring line.

The Town has secured project funding through the American Rescue Plan Act (ARPA) program for completion of the proposed water system improvements. The ARPA grant funds were awarded by Governor Kate Brown's office. The ARPA funds are administered and managed by Business Oregon.

SCOPE OF WORK

Anderson Perry & Associates, Inc. (Engineer), working with Adkins Engineering & Surveying, LLP (Adkins), agrees to provide preliminary engineering services as outlined below. The scope of work (SOW) outlined herein is limited to the preliminary engineering services (Phase 1). Upon completion of the preliminary engineering tasks and upon authorization by the Town to proceed, an amendment to this SOW will be prepared to add the final design (Phase 2) and construction engineering services (Phase 3) SOWs to the Professional Services Agreement between the Town and Engineer.

Upon authorization by the Town to proceed, the Engineer shall complete the following preliminary engineering tasks under Phase 1 of the project:

PHASE 1 - PRELIMINARY ENGINEERING

Task 1A - Project Management

The Engineer's project manager and Adkins will collaborate with the Town to develop the best approach to delivering the preliminary design tasks. The framework for the Project Management Plan will be presented and developed at a kickoff meeting, including a project charter, communication plan, stakeholder register, risk register, issues log, decision log, and work breakdown structure.

The Engineer's project manager and Adkins will meet with the Town on a regular, recurring basis (minimum of once every two weeks). The project status meetings will be held in-person or virtually, as appropriate and as needed. These meetings will be held separate from other technically focused meetings that will be utilized to advance the design of the project. The project status meetings will be used to review and track the project scope, schedule, and budget, as well as to review the project risk register, issues log, and decision log. These documents will be used to quickly identify action items that will be critical to project



success. Additionally, the stakeholder register and communication plan will be reviewed and updated as the project progresses to ensure proper communication is reaching the necessary stakeholders for continued project support and success. This information tracking is not intended to be labor intensive. Rather, the information will be a brief written summary to help ensure all parties are in agreement as the project advances.

If desired by the Town, the Engineer's project manager will manage all subconsultants and engage them on a regular basis to track the project scope, schedule, and budget. Action items for each subconsultant will be identified and coordinated across all technical disciplines to ensure a unified, effective, and efficient delivery of the work. Monthly invoices will be assembled in a timely manner and reviewed with subconsultants prior to submission to the Town.

The Engineer's project manager will attend Town Council meetings on a regular basis (at least every three months) to update the Council members on project progression and status.

Task 1B - Kickoff Meeting and Existing Water System Facilities Tour

A kickoff meeting with the Town, the Engineer, and Adkins will be held to discuss various technical aspects of the project and tour the water system facilities to help gain additional knowledge of the various components of the water system. All appropriate subconsultants shall attend the kickoff meeting and tour the existing water system facilities.

Task 1C - Water Quality Sampling, Testing, and Data Analysis

To select the most appropriate treatment process and technologies for the Town's water treatment facilities, it is imperative that the water quality of the existing water sources is thoroughly understood through adequate sampling, testing, and data analysis. To that end, the Engineer will analyze the existing available water quality data and assist the Town with developing an appropriate sampling and testing program to help gather additional data needed to ensure the design of the water treatment facilities is based on thoroughly understood water quality. Understanding the water quality will help ensure the most appropriate technology is identified and the most cost-effective treatment process is utilized. The Engineer will summarize the results of the water quality testing and data analysis in a Technical Memorandum and deliver it to the Town.

Task 1D - Water Treatment Facility Process and Technology Alternatives Analysis

The Engineer and Adkins will complete an evaluation of the available water treatment process and technology alternatives to best treat the Town's raw water. The alternatives evaluation will analyze each available option with respect to capital and long-term operations costs, operational complexity, necessary operator expertise and certification level, land requirements to site the facilities, residuals management needs, necessary treatment process component redundancy, building requirements, chemicals needed, and monitoring, controls, electrical, and instrumentation systems necessary to power and control the facilities. As part of the alternatives analysis process, the Engineer will complete an evaluation comparing the



estimated capital and long-term operation and maintenance costs of designing and constructing one centralized water treatment facility to treat iron, manganese, and arsenic from the existing wells versus two separate water treatment facilities as recommended in the WSMP. The Engineer will develop decision matrices to be used by the Town's staff to score and rank the different factors to help select the preferred treatment process and technology to employ to remove the iron, manganese, and arsenic. A Technical Memorandum summarizing the results of the evaluation and identifying the Town's preferred treatment process and technology will be prepared and delivered to the Town.

Task 1E - Pilot Water Treatment Setup and Testing

Once the Town has selected the preferred water treatment process and technology, a pilot test will be designed, set up, and performed to help ensure the selected process and technology for water treatment will function as intended at full-scale design and operation. Prior to the setup and start of the pilot test, the Engineer will submit the proposed pilot test to the Oregon Health Authority - Drinking Water Services (DWS) for review and approval. The pilot test will need to run for a minimum of three months. This will allow enough time to gather adequate data for the full-scale design purposes. The pilot testing will include raw water and finished water quality sampling and testing, chemical addition rates, backwash volumes and rates, filter media regeneration rates, loading rates, etc. The Engineer will assist the Town's staff with procuring the services of a qualified pilot testing contractor that will design, set up, and help run the pilot testing equipment and assist with developing and performing a water quality testing and sampling program. The Engineer will prepare a water treatment pilot test report to document and summarize the results of the pilot testing. This report will be delivered to the Town. Pilot testing is necessary to confirm the proposed treatment process will properly work at full-scale operation.

Task 1F - Pre-Design Report

Once the pilot water treatment testing is completed and the selected process and technologies confirmed, the Engineer and Adkins will prepare a Pre-Design Report (PDR). The objective of the PDR is to describe in more detail the key factors and requirements upon which the designed improvements will be based. The PDR will include options with respect to the overall water treatment facilities components including treatment units and processes; process and yard piping, valving, and pumping; residuals management and disposal; building types; building mechanical, plumbing, and electrical components; and electrical systems and treatment system(s) monitoring, controls, and instrumentation.

Additionally, the PDR will evaluate in detail other components of the recommended improvements identified in the Town's WSMP such as replacements to the distribution system piping, rehabilitation of existing wells, well pump station improvements, and security fencing of the main spring area and spring line improvements. The PDR will document all decisions made by the Town and will direct the project into the 30 percent design phase. The PDR document will be prepared and delivered to the Town and the DWS.



Task 1G - Assistance with Land Acquisition/Easements

The Engineer will assist the Town with determining the necessary land area required to site the selected new water treatment facility and will confirm that the site will be sufficient for these purposes. The Engineer will also assist the Town with acquisition of easements, if any, that may be needed to construct the new water treatment facility.

Task 1H - Design Surveying and Mapping

The Engineer will retain GeoTerra, Inc., for providing design-grade aerial mapping services. Aerial topographic base mapping at 1-foot contours of the entire area within the Town's urban growth boundary will be provided for preliminary and final design purposes. In support of the aerial mapping services, the Engineer's survey crew will develop horizontal and vertical survey control as necessary for GeoTerra, Inc., to complete accurate flight lines and light detection and ranging data. The Engineer's survey crew will complete the necessary surveying at the five existing well pump stations, the new water treatment facility site, the route of the new North Well transmission line (if needed), routes of new transmission lines from existing wells to the new water treatment facility (if needed), and the site of the existing main spring area. The Engineer's survey crew will complete the necessary design survey of the various identified sites in the areas of potential impact to field locate all existing above- and belowground utilities, known culverts, existing building structures, etc. Based on the aerial topographic base mapping and the design field surveying, the Engineer will prepare base mapping in Autodesk Civil 3D version 2020, in Oregon State Plane Coordinate System - South Zone for preliminary and final design purposes, and for the creation of the construction Drawings.

Task 1I - 30 Percent Design

Utilizing the PDR, site mapping, and established design criteria, the Engineer and Adkins will prepare 30 percent design Drawings. These Drawings will add detail to the information presented in the PDR and verify the assumptions made in the PDR. The 30 percent Drawings will contain all the elements described in the PDR and generally convey the type, size, and location of the major facilities and equipment. A 30 percent Engineer's estimate of construction costs will be developed to help ensure the project is on budget. The 30 percent design Drawings and cost estimate will be delivered to the Town and other appropriate stakeholders/agencies for review, comment, and approval.

Task 1J - Rehabilitation Evaluation of Existing Wells

To determine the most appropriate techniques/methodologies for rehabilitation of Wells No. 2, 7, and 8, the Engineer will assist the Town with completing a rehabilitation evaluation. The Engineer will assist the Town with procurement of a qualified well drilling company capable of removing the existing well pumps and performing the downhole closed-circuit television (TV) work necessary to observe the downhole condition of the well. The videos made during the TV work of each well will be used to determine the most appropriate techniques/methodologies for rehabilitating the wells. The Engineer will prepare and deliver to the Town a Technical Memorandum summarizing the results of the rehabilitation evaluation and making



recommendations on the most appropriate technique/method to employ to rehabilitate each of the three wells. It may be prudent to consider completing well rehabilitation work as quickly as possible, since all pumping equipment will already be removed from the well. This option can be discussed once preferred rehabilitation alternatives are established for each well.

Task 1K - Public Involvement/Outreach Assistance

The Engineer will assist the Town in developing a public outreach and/or public relations program that will help gain public support and keep the project moving forward. The program will also provide opportunities for the public to see the efforts of the Town’s staff firsthand and leadership that are being made to improve the quality of the water. The Engineer will work with the Town’s staff and leadership to explore options for public relations efforts. The Engineer will assist the Town with producing graphics, figures, renderings for press releases, and display boards; attend and present at public meetings; and help create postings to be placed on the Town’s website and social media platforms.

ESTIMATED PHASE 1 PROJECT SCHEDULE

The Engineer will perform the services in accordance with the following estimated schedule:

| Task | Task Description | Completion Time Frame |
|------|---|-----------------------|
| 1A | Project Management | April 2023 |
| 1B | Kickoff Meeting and Existing Water System Facilities Tour | April 2022 |
| 1C | Water Quality Sampling, Testing, and Data Analysis | May 2022 |
| 1D | Water Treatment Facility Process and Technology Alternatives Analysis | August 2022 |
| 1E | Pilot Water Treatment Setup and Testing | November 2022 |
| 1F | Pre-Design Report | January 2023 |
| 1G | Assistance with Land Acquisition/Easements | January 2023 |
| 1H | Design Surveying and Mapping | November 2022 |
| 1I | 30 Percent Design | May 2023 |
| 1J | Rehabilitation Evaluation of Existing Wells | November 2022 |
| 1K | Public Involvement/Outreach Assistance | April 2023 |

Completion of these tasks by the timeframe outlined herein is dependent on timely services rendered by the pilot testing and well drilling firms and timely reviews being completed by the Town and others. Delays in reviews and other items that are not controlled by the Engineer could result in schedule extensions being required.

COMPENSATION FOR ENGINEERING SERVICES

The Engineer’s Hourly Fee Schedule is included as Schedule 2.0 to this SOW. Schedule 2.1 to this SOW provides a breakdown of the estimated hours and fees associated with completion of tasks associated with Phase 1 - Preliminary Engineering.



The Town will compensate the Engineer for “Phase 1 - Preliminary Engineering” on a time and materials basis, plus direct reimbursable expenses, in accordance with the attached Hourly Fee Schedule. The total fee is estimated to be \$537,280. This amount will not be exceeded without notification to and approval from the Town.

This estimated fee is approximately 4 percent of the \$12 million estimated construction cost, which is a typical percentage range for a 30 percent design for a project of this complexity and nature.

PHASE 1 SCOPE OF WORK EXCLUSIONS

This SOW and estimated fees do not include the following:

- Environmental assessments, biological assessments, cultural resource evaluations, wetland delineations, mitigation plans, or other related environmental documents
- Preparation of permit applications
- Funding acquisition assistance
- Property boundary land surveying
- Design survey for water distribution system improvements
- Any design of water distribution system improvements
- Pilot testing costs (equipment mobilizing/demobilizing, setup, operating and maintaining, water sampling and testing, and associated equipment necessary to perform the pilot test)
- Well drilling company costs
- Water sampling and testing costs
- Geotechnical investigations/reports
- Water rights related tasks

Many of these excluded tasks will be included in the later phases of the project.

[https://andersonperry.sharepoint.com/sites/LakeviewOR/Projects/214-01 Water System Improvements/000-014 General Files/000 Contract-Billing-Correspondence/Lakeview - Phase 1 - Preliminary Engineering - Scope of Work.docx](https://andersonperry.sharepoint.com/sites/LakeviewOR/Projects/214-01%20Water%20System%20Improvements/000-014%20General%20Files/000%20Contract-Billing-Correspondence/Lakeview%20-%20Phase%201%20-%20Preliminary%20Engineering%20-%20Scope%20of%20Work.docx)

HOURLY FEE SCHEDULE

March 1, 2022

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS

| | |
|------------------------------|----------|
| Technician I | \$ 65.00 |
| Technician II | \$ 75.00 |
| Technician III | \$ 80.00 |
| Technician IV | \$ 90.00 |
| Technician V | \$ 95.00 |
| Technician VI | \$100.00 |
| Technician VII | \$105.00 |
| Senior Technician I | \$110.00 |
| Senior Technician II | \$120.00 |
| Senior Technician III | \$125.00 |
| Senior Technician IV | \$135.00 |
| Senior Technician V | \$145.00 |
| Senior Technician VI | \$155.00 |
| Senior Technician VII | \$165.00 |
| Senior Technician VIII | \$170.00 |
| Senior Technician IX | \$185.00 |

ENGINEERING

| | |
|----------------------------------|----------|
| Engineering Technician I | \$105.00 |
| Engineering Technician II | \$110.00 |
| Engineering Technician III | \$115.00 |
| Staff Engineer I | \$120.00 |
| Staff Engineer II | \$125.00 |
| Project Engineer I | \$130.00 |
| Project Engineer II | \$135.00 |
| Project Engineer III | \$145.00 |
| Project Engineer IV | \$150.00 |
| Project Engineer V | \$155.00 |
| Project Engineer VI | \$165.00 |
| Project Engineer VII | \$170.00 |
| Senior Engineer I | \$175.00 |
| Senior Engineer II | \$180.00 |
| Senior Engineer III | \$185.00 |
| Senior Engineer IV | \$190.00 |
| Senior Engineer V | \$200.00 |
| Senior Engineer VI | \$205.00 |
| Senior Engineer VII | \$210.00 |
| Senior Engineer VIII | \$225.00 |

ARCHAEOLOGY

| | |
|------------------------------------|----------|
| Archaeological Technician I | \$ 60.00 |
| Archaeological Technician II | \$ 70.00 |
| Staff Archaeologist I | \$ 75.00 |
| Staff Archaeologist II | \$ 80.00 |
| Project Archaeologist I | \$ 85.00 |
| Senior Archaeologist I | \$105.00 |
| Senior Archaeologist II | \$120.00 |

PROJECT REPRESENTATIVES

| | |
|----------------------------------|----------|
| Project Representative I | \$ 95.00 |
| Project Representative II | \$100.00 |
| Project Representative III | \$105.00 |
| Project Representative IV | \$110.00 |

OVERTIME

| | |
|--------------------------|----------|
| Overtime Surcharge | \$ 35.00 |
|--------------------------|----------|

SURVEYORS AND CREWS

| | |
|-----------------------------|----------|
| Survey Technician I | \$ 70.00 |
| Survey Technician II | \$ 85.00 |
| Survey Technician III | \$ 90.00 |
| Survey Crew Chief I | \$ 95.00 |
| Survey Crew Chief II | \$100.00 |
| Survey Crew Chief III | \$110.00 |

| | |
|-----------------------------------|----------|
| Professional Land Surveyor I .. | \$130.00 |
| Professional Land Surveyor II .. | \$140.00 |
| Professional Land Surveyor III .. | \$155.00 |
| Professional Land Surveyor IV .. | \$175.00 |
| Professional Land Surveyor V .. | \$185.00 |
| GPS Total Station | \$ 40.00 |
| Robotic Survey Station | \$ 30.00 |

| | |
|---|----------|
| Total Station | \$ 25.00 |
| ATV (4-hour minimum) | \$ 32.00 |
| Resource Grade GPS | \$ 22.00 |
| Electrofisher | \$ 25.00 |
| Unmanned Aircraft System (UAS/Drone) | \$ 45.00 |
| GIS RTK GPS/GNSS Unit | \$ 32.00 |

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.585 per mile for standard highway vehicles as of January 1, 2022. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

This Hourly Fee Schedule is revised annually on or around March 1.



**SCHEDULE 2.1
FEE ESTIMATE**

Client: Town of Lakeview, Oregon
 Project: Water System Improvements
 Task: Phase 1 - Preliminary Engineering
 Job No.: 214-01
 Prepared by: Troy Baker, P.E.
 Date: March 9, 2022

| Task | Task Description | Hours | | | | | | | | | | Expenses | Adkins Engineering (Subconsultant) | Fluent Engineering (Subconsultant) | Geo Terra, Inc. (Subconsultant) | Totals | |
|------|---|---------------------|---------------------|---------------------|------------------------|--------------------|---------------------|--------------------|--------------------|---------------------|---------------------|--------------------|------------------------------------|------------------------------------|---------------------------------|----------------------|---------------|
| | | Senior Engineer | Project Engineer | Staff Engineer | Engineering Technician | Quality Control | Drafting | Surveyor II | Surveyor III | Survey Crew Chief I | Survey Technician I | | | | | | |
| | | TB | LS | BW | ZM | BB | | JM | RS | CB | NE | | | | | | |
| 1A | Project Management | 180 | | | | | | | | | | | \$ 1,000 | | | | \$ 38,800.00 |
| 1B | Kickoff Meeting/Facilities Tour | 12 | 16 | 12 | 12 | | | | | | | | \$ 750 | | | | \$ 8,710.00 |
| 1C | Water Quality Sampling, Testing, and Data Analysis | 6 | | 24 | 16 | | | | | | | | | | | | \$ 6,500.00 |
| 1D | WTF Process and Technology Alternatives Analysis | 8 | 24 | 40 | | 3 | | | | | | | | | | | \$ 11,280.00 |
| | WTF Process/Technology Alternatives Analysis Review Meeting | 12 | | | | | | | | | | | | | | | \$ 2,520.00 |
| 1E | Pilot Water Treatment Setup and Testing | 8 | 16 | 40 | 16 | | | | | | | | | | | | \$ 11,400.00 |
| | Pilot Testing Report Review Meeting | 12 | | | | | | | | | | | | | | | \$ 2,520.00 |
| 1F | Pre-Design Report | 2 | 2 | | | | 60 | | | | | | | | | | \$ 9,710.00 |
| | Pre-Design Report Review Meeting | 12 | 16 | | 16 | 5 | | | | | | | | | | | \$ 8,040.00 |
| 1G | Assistance with Land Acquisition/Easements | 4 | 8 | 8 | | | | 24 | 4 | | | | | | | | \$ 7,520.00 |
| 1H | Design Surveying and Mapping | | | | | | | 24 | 16 | 115 | 80 | | \$ 6,950 | | | \$ 32,000 | \$ 62,450.00 |
| 1I | 30 Percent Design | 40 | 225 | 200 | 150 | 24 | 450 | | | | | | | | | | \$ 160,035.00 |
| | 30 Percent Design Review Meeting | 12 | | | | | | | | | | | \$ 200 | | | | \$ 2,720.00 |
| 1J | Rehabilitation Evaluation of Existing Wells | 8 | 16 | 40 | 16 | | | | | | | | | | | | \$ 11,400.00 |
| 1K | Public Involvement/Outreach Assistance | 16 | 12 | | | | 30 | | | | | | | | | | \$ 9,600.00 |
| | Total Hours | 332 | 335 | 364 | 226 | 32 | 540 | 48 | 20 | 115 | 80 | | | | | | |
| | Hourly Billing Rate | \$ 210.00 | \$ 145.00 | \$ 135.00 | \$ 125.00 | \$ 240.00 | \$ 150.00 | \$ 160.00 | \$ 150.00 | \$ 100.00 | \$ 72.00 | | | | | | |
| | Total Fee | \$ 69,720.00 | \$ 48,575.00 | \$ 49,140.00 | \$ 28,250.00 | \$ 7,680.00 | \$ 81,000.00 | \$ 7,680.00 | \$ 3,000.00 | \$ 11,500.00 | \$ 5,760.00 | \$ 8,900.00 | \$ 87,275.00 | \$ 96,800.00 | \$ 32,000.00 | \$ 537,280.00 | |

WTF = water treatment facility