



# Staff Report

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**Meeting Date:** March 15, 2021

**From:** Jordan Wheeler, City Manager  
Owner's Representative Services for Wastewater System

**SUBJECT:** Improvements Project

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## **BACKGROUND:**

The City's large wastewater system improvements project is large, complex, and requires the management and coordination of multiple consultants, contractors, and state agencies. The hiring of an owner's representative firm is common for large construction projects where staff expertise, experience, and capacity may be limited. A project management firm that specializes in these types projects can provide a level of oversight and construction management expertise that the City does not have on staff. Such a firm can help coordinate, manage, and monitor the design, permitting, pre-construction, and construction phases of the project to ensure it's delivered at the lowest possible cost and highest quality.

In 2020, the city hired Leeway Engineering Solutions to assist staff with the management and oversight of the project and bring engineering expertise and experience to the team. The project has since advanced to the design and construction of the collection system repairs, and the improvements to the existing wastewater treatment plant, and the initial permitting approach for a Sandy River discharge.

In accordance with the City's public contracting rules, the City issued and advertised an Request for Proposals for Owner's Representatives Services for phase 1A of the wastewater system improvements project. This initial phase would include program management and consultant oversight, support with working with the Department of Environmental Quality on permitting and MAO issues, financial planning and budgeting oversight including WIFIA application support, and oversight of the Wastewater Treatment Plant improvements and the collection system improvements in sewer basins 2 and 8. The full list of services can be found in the attachments.

The city received one response from Leeway Engineering Solutions. We anticipate that when the project moves into the larger project components such as the Sandy River outfall, pipeline, and membrane bioreactor treatment plant phases, there will be greater interest from consultants on the program management. Leeway has been working with the city since early last year as an owner's representative. Their team brings combined decades of experience in designing and managing large sewer rehabilitation projects. Staff have been pleased with their work on the project thus far.

The length of term of the contract would be through December 31, 2021 which coincides with the substantial completion target for the collection system and wastewater treatment plant improvements.

**BUDGETARY IMPACT:**

The total contract fee is a not to exceed amount of \$242,735. This cost is included as a soft cost in the estimated budget for the wastewater system improvements project and is incorporated in the updated wastewater rate model that will be presented next month. The level of effort fee estimate can be found on page 6 of the scope of services (attachment A) .

**RECOMMENDATION:**

Staff recommends the Council authorizes the City Manager to execute a contract with Leeway Engineering Solutions for owner's representative services for Wastewater System Improvements project phase 1A.

**SUGGESTED MOTION:**

Move to authorize the City Manager to execute a contract with Leeway Engineering Solutions for owner's representative services for Wastewater System Improvements project phase 1A.

**LIST OF ATTACHMENTS/EXHIBITS:**

1. Scope of Services (Attachment A to Professional Services Contract)
2. Request for Proposals
3. Leeway Engineering Solutions Proposal
4. Standard Professional Services Contract Template

## Attachment A

# Scope of Services

## City of Sandy, Oregon

### Phase 1A WW Program Owner's Representative Services

The City of Sandy (City) is in the midst of a large program to address needed improvements in their wastewater collection, conveyance, and treatment system. The City is has retained Leeway Engineering Solutions (LW) to provide Owner's Representative (ORep) services to assist with the wastewater program.

This work will extend through the completion of Phase 1A (assumed to be December 2021) of the program and will include managing the Wastewater Program Planning, Oregon Department of Environmental Quality (DEQ) Mutual Agreement and Order (MAO) negotiations, the new National Pollutant Discharge Elimination System (NPDES) permit, the wastewater treatment plan (WWTP) Condition Assessment Improvements Project, and the Collections System Inflow and Infiltration (I/I) Reduction Project. The following scope of services will be performed:

#### Phase 1. Program Management and Consultant Management

**Objective:** Provide and perform program administration and management activities, and provide consultant management on the City's behalf through December 2021.

**Activities:** This phase includes technical and financial management, including the following::

- Track and manage LW's project scope, schedule, and budget
- Prepare monthly progress reports to be submitted with invoices. Monthly progress reports will include task level budget status.
- Weekly progress calls with the City
- Develop and keep updated a dashboard of current program elements and budget for all WW program elements
- Provide financial updates, project cost projections, and funding support for loans, grants, revenue bonds, and rate increases
- Participation at City Council work sessions and meetings
- Provide consultant project management on behalf of the City, including providing monthly reports of each consultant project reporting budget and progress status, change management, and work in progress.
- Review invoices from City consultants and develop variance reports.

**Deliverables:** Progress updates, project status reports, variance reports, and monthly invoices

**Assumptions:** This phase assumes the following assumptions:

- Project duration of 9 months
- Weekly check-in calls, 0.5 hour per call
- 2 Consultant contracts (WWTP Improvements, NPDES Support)

## Phase 2. DEQ MAO Renegotiation, CWSRF, and NPDES permit support

**Objective:** Provide regulatory assistance including negotiations with DEQ, identifying and progressing toward a new NPDES and possibly a WPCF permit, and continued compliance with the CWSRF loan requirements.

**Activities:** Tasks include:

- Coordination with City and City-consultant staff
- Providing technical justification for schedule and scope changes
- Attendance at DEQ negotiation meetings
- Document technical approaches to renegotiating MAO
- Provide Clean Water State Revolving Fund (CWSRF) loan application support, including assistance applying for additional funds
- Provide CWSRF cross-cutter support
- Manage the new outfall to the Sandy River permitting on behalf of the city
- Develop the Requests for Proposals and selection of consultants for NPDES permitting support.
- Review and provide independent comment on all technical reports, drawings, and specifications for each project, as they prepared by other City consultants
- Advise the City if construction cost estimates exceed the latest approved budget. In consultation with the City consultants, provide value engineering and recommending alternative solutions that reduce City costs

**Deliverables:** Deliverables developed under this phase shall include:

- SRF Exhibits
- Technical documents as required by DEQ
- NPDES Permitting RFP

**Assumptions:** This phase assumes the following assumptions:

- Access to other City-consultants

## Phase 3. WIFIA and Other Funding Support

**Objective:** Provide required technical support for funding of the WW Program.

**Activities:** Tasks include:

- Preparing engineering documents in support of the City's WIFIA loan application
- Contract with and manage WIFIA Environmental Permitting support subconsultant
- Participating in internal financial team meetings and meetings with EPA and other funding agencies (e.g., USDA)
- Providing review of reports and documents needed for loan and grant applications
- Coordinate other funding opportunities with other agencies or organizations, including Energy Trust of Oregon, Freshwater Trust, and Clackamas WES

**Deliverables:** Deliverables developed under this phase shall include:

- WIFIA and other funding support documents

**Assumptions:** This phase assumes the following assumptions:

- A budgetary placeholder has been assumed for the WIFIA Environmental Permitting support. The City will be invoiced only for work that is required. No subconsultant markup is required for this particular subconsultant.

## Phase 4. WWTP CM/GC Improvements Oversight

The Existing WWTP Condition Assessment Improvements Project will be utilizing the CM/GC delivery method. The administration of this project recommended requires additional tasks to the Owners Representative Role.

**Objective:** Provide and perform Project Management activities of the Existing WWTP Condition Assessment Improvements Project. Provide Consultant and CM/GC management during the project design phase.

**Activities:** This phase includes technical and financial management, including the following::

- Provide consultant and CM/GC Contractor project management on behalf of the City. Including coordination between all project stakeholders, providing monthly reports of project overview reporting budget and progress status, change management, and work in progress.
- Review invoices from City consultants and CM/GC contractor and develop variance reports.
- Oversee project scope, schedule, and budget.
- Lead weekly progress meetings with the City.
- Facilitate bi-weekly design progress meetings with City's consultant and CM/GC.
- Participate in GMP 90% review and preliminary pricing workshops.
- Facilitate miscellaneous meetings as required including, but not limited to, risk review, GMP negotiations, and evaluation of preliminary design scope meetings.
- Coordinate project team reviews of project deliverables. Compile review comments for city consultants.
- Review and provide comments on GMP packages and price proposals.
- Facilitate as a representative of the City the GMP negotiations between the CM/GC and the City.
- Coordination with City, City-consultant staff, and DEQ CWSRF program manager
- Submit Designs and procurement documentation to DEQ
- Fill out bid checklists
- Submit DEQ monthly reports
- Oversee DEQ documentation is filled out properly and submitted to DEQ.
- Facilitate the completion of DEQ CWSRF required reports
- Provide recommendations for value-based requirements, such as GMP package development or early materials/equipment procurement

**Deliverables:** Deliverables developed under this phase shall include:

- Deliverables as required by DEQ
- Compile Review comment logs
- Progress updates, Project status reports, variance reports, and monthly invoice review, meeting outlines, and minutes.

**Assumptions:** This phase assumes the following assumptions:

- Project design stage duration of eight months
- Bi-weekly design progress meetings with the Project team.
- Five GMP 90% review and preliminary pricing workshops at 4 hours each.
- Seven additional project meetings

## **Phase 5. WWTP CM/GC Services During Construction**

**Objective:** Provide services during construction of the Existing WWTP Condition Assessment Improvements Project.

**Activities:** Tasks include:

- Provide construction management for existing WWTP Condition Assessment Improvements Project, including preparing agendas, reviewing and approving pay requests, reviewing and approving change orders and fieldwork directives, conducting a general preconstruction meeting and regular progress meetings, review of construction contractor's payroll to ensure compliance with prevailing wage rates, coordinating public engagement efforts, and coordinating with the construction contractor the development of Record Drawings.
- Monitor construction schedule and construction milestones.
- Coordinate as-needed inspection and documentation of the construction, including enforcing City-requirements for the construction contractor to maintain daily logs.
- Coordination with the City's design consultant(s), including performing City-related project management services such as invoice review and schedule management.
- Coordinate with the City's design consultant(s) for review and approval of shop drawings, product data, and other submittals.
- In conjunction with the City's design consultant(s), monitor and observe the testing and start-up of all systems and equipment and review test reports.
- Complete the final close-out of each construction project, including gathering all required approvals; obtaining all warranties, guarantees, bonds, manuals, and insurance certificates; obtaining all affidavits, waivers, and releases; analyzing all claims; representing the City at all meetings and inspections; and providing certificates of Substantial and Final Completion

**Deliverables:** Deliverables developed under this phase shall include:

- Construction management templates and completed forms
- All other construction-related documents referenced in the above activities

**Assumptions:** This phase assumes the following assumptions:

- Leeway will not be performing daily inspections. City staff and/or Veolia staff will provide as-needed observations of on-going work.
- Special inspections and testing will be either added to the CM/GC contract or the City will contract directly.
- Veolia will perform any additional needed stress testing to rerate the WWTP capacity.

## **Phase 6. Collection System Model Recalibration (optional)**

**Objective:** To recalibrate the collection system model and reforecast peak wet-weather flows to the WWTP to demonstrate collection system rehabilitation effectiveness. The majority of this work will be conducted after the conclusion of Phase 1A.

**Activities:** Tasks include:

- Task Management and invoicing
- Coordination with the City on installing flow monitors downstream of Basins 2 and 8
- Evaluation of flow monitoring data (conducted by the City)
- Recalibration of the model to the new flows at Basins 2 and 8
- Run recalibrated hydraulic and hydrologic model to project peak wet-weather flows
- Development of a brief Technical Memorandum (TM) that can be appended to the WW Facility Plan

**Deliverables:** Deliverables developed under this phase shall include:

- 2022 Recalibration TM
- Monthly invoices and progress reports (3 months)

**Assumptions:** This phase assumes the following assumptions:

- Calibration will be performed using 3 appropriate wet-weather events captured by the flow monitors
- City will be responsible for installation and maintenance of the flow monitors and rain gauge(s); data will be provided to Leeway in 15-minute format
- City will provide full access to the previous modeling files

## **Level of Effort Estimate**

LW proposes to complete this work as detailed above on a time and expenses basis summarized on the attached Level of Effort estimate. This “not-to-exceed” amount is based on this scope of work and will not be exceeded without approval and written authorization by City of Sandy.

**OWNER'S REPRESENTATIVE, WASTEWATER PROGRAM SUPPORT  
CITY OF SANDY, OREGON  
PROPOSED LEVEL OF EFFORT**

	LABOR CLASSIFICATION (HOURS)				Estimated Fees				
	Principal Engineer	Senior Project Engineer	Project Engineer	Staff Engineer / Inspector	Hours	Labor	Expenses	Integrated Water Solutions (subconsultant)	Total
	\$213.00	\$168.00	\$152.00	\$115.00					
Phase 1 - Program Management and Consultant Management	48	5	89	0	142	\$ 24,592	\$ -	\$ -	\$ 24,592
<i>Phase 1 Subtotal</i>	48	5	89	0	142	\$ 24,592	\$ -	\$ -	\$ 24,592
DEQ MAO, NPDES, and CWSRF support and Permitting									
Phase 2 - Consultant Oversight	95	0	164	14	273	\$ 46,773	\$ 196	\$ -	\$ 46,969
<i>Phase 2 Subtotal</i>	95	0	164	14	273	\$ 46,773	\$ 196	\$ -	\$ 46,969
Phase 3 - WIFIA and Other Funding Support	69	0	57	13	139	\$ 24,856	\$ -	\$ 25,000	\$ 49,856
<i>Phase 3 Subtotal</i>	69	0	57	13	139	\$ 24,856	\$ -	\$ 25,000	\$ 49,856
Phase 4 - WWTP CM/GC Improvements Oversight	49	0	272	73	394	\$ 60,191	\$ -	\$ -	\$ 60,191
<i>Phase 4 Subtotal</i>	49	0	272	73	394	\$ 60,191	\$ -	\$ -	\$ 60,191
Phase 5 - WWTP CM/GC O.Rep Services During Construction	10	0	198	24	232	\$ 34,986	\$ 1,955	\$ -	\$ 36,941
<i>Phase 5 Subtotal</i>	10	0	198	24	232	\$ 34,986	\$ 1,955	\$ -	\$ 36,941
<b>SUBTOTAL - ALL PHASES</b>	<b>271</b>	<b>5</b>	<b>780</b>	<b>124</b>	<b>1968</b>	<b>\$ 191,398</b>	<b>\$ 2,151</b>	<b>\$ 25,000</b>	<b>\$ 218,549</b>
Phase 6 - Collection System Model Recalibration (2022)	8	64	0	102	174	\$ 24,186	\$ -		\$ 24,186
<i>Phase 6 Subtotal (Optional)</i>	8	64	0	102	174	\$ 24,186	\$ -	\$ -	\$ 24,186
<b>TOTAL - ALL PHASES</b>	<b>279</b>	<b>69</b>	<b>780</b>	<b>226</b>	<b>2142</b>	<b>\$ 215,584</b>	<b>\$ 2,151</b>	<b>\$ -</b>	<b>\$ 242,735</b>



**Request for Proposals**  
**For Owner's Representative Services**  
**For City of Sandy's Phase 1A Wastewater System Improvements**

**PROJECT BACKGROUND AND OVERVIEW**

The City of Sandy is inviting qualified and interested firms to submit proposals for owner's representation services for phase 1A of the City's large wastewater system improvements project.

The Wastewater System Improvements Project is addressing the City's pressing problems with the City's sewage collection and treatment facilities. The existing system is not able to reliably meet federal and state requirements that protect the local rivers and streams, and community growth adds additional demand to a system under increasing strain. Under a Mutual Agreement and Order with the Oregon Department of Environmental Quality (DEQ), the city completed a Wastewater System Facilities Plan (<https://www.ci.sandy.or.us/publicworks/page/sewer-wastewater-system-facilities-plan>) that identified the preferred project approach for addressing the needs of the system. The most cost-effective solution is to address Inflow and Infiltration, improve the city's existing treatment plant, design and construct a new state of the art MBR treatment plant, and construct a new treated effluent outfall to the Sandy River. Phase 1A of the project includes:

- Collection system improvements to address inflow and infiltration (I&I) issues in the city's leakiest sewerage basins. The City has an engineering consultant and CM/GC contractor for this work with expected completion December 2021.
- Upgrades to the City's Existing Wastewater Treatment Plant to help bring the plant into compliance with permits. An engineering firm has been hired to design the improvements and a CM/GC contractor will be selected in March. The work is targeted for completion by December 2021.
- Initial NPDES Permitting Activities for a new Sandy River Outfall. The facilities plan showed that the best long-term path forward is to develop a second wastewater treatment plant, pump station and effluent pipeline with an outfall to the Sandy River. This option also includes the ability to divert flows into a constructed wetland area at Roslyn Lake, which could include opportunities for publicly accessible nature trails. The City has begun initial discussions with DEQ on permitting requirements.

Project information can be found on the city's project webpage at:  
<https://www.ci.sandy.or.us/publicworks/project/wastewater-system-improvements>

**SCOPE OF SERVICES**

The Owner's Representative will work as an extension of city staff and represent the city's interests by overseeing and monitoring the design and construction work of phase 1A of the wastewater program. The Owner's Representative will work with the city, engineering consultants, contractors, operators, CM/GCs and other contractors throughout this phase of the project to ensure the success of the project.

Responsibilities will include:

- Oversee the project scopes, schedules, and budget.
- Develop and keep updated a master schedule and budget for all Wastewater System Improvements project elements.
- Lead weekly project team meetings with the City.
- Provide financial updates, project cost projections, and funding support for loans, grants, revenue bonds, and rate increases.
- Oversee consultant services and work performed by contractors to ensure they meet their obligations to city, including providing monthly reports of each consultant project reporting budget and progress status, and work in progress.
- Review invoices from City consultants and CM/GC contractor and develop variance reports.
- Facilitate progress meetings with City's design and engineering consultants and CM/GC, and other project meetings.
- Participate in and deliver presentations at City Council work sessions and meetings.
- Review and provide independent comment on all technical reports, drawings, and specifications for each project, as they prepared by other City consultants.
- Identify opportunities and advise city on alternate delivery contracting. Provide recommendations for value-based opportunities, such as prequalification of contractors or early materials/equipment procurement.
- Coordinate and assist City consultants in preparation of requests for proposals and bid documents. Provide bid assistance to the City, including coordinating the bidding process, participating in pre-bid conferences, review bids and make recommendations for award, and assist with contracting requirements such as insurance, bonds, and other financial and legal requirements. This includes advising City regarding CM/GC's proposed buyout of subcontracts.
- Review and approve pay requests, change orders and fieldwork directives, participate in a general preconstruction meeting and regular progress meetings, review construction contractor's payroll to ensure compliance with prevailing wage rates, coordinate public engagement efforts, and coordinate with the construction contractor the development of Record Drawings.
- In conjunction with the City's design consultant(s), monitor and observe the testing and start-up of all systems and equipment and review test reports.
- Complete the final close-out of each construction project.
- Provide collections system flow monitoring data analysis and determine need for additional modeling calibration and updates.
- Provide assistance with the city's negotiations with DEQ on a new Mutual Agreement and Order including coordination between the city and consultants, direct communications and assisting city with communications with DEQ, providing technical information, and attending meetings.
- Manage CWSRF loan requirements including coordination with City, City-consultant staff, and DEQ CWSRF program manager; submitting designs and procurement documentation to DEQ,

filling out bid checklists, submitting DEQ monthly reports, overseeing and submitting DEQ documentation, and completing DEQ CWSRF disbursement requests.

- Manage NPDES permitting activities for a new Sandy River outfall.
- Assist city and consultants and provide support for the City's application for Water Infrastructure Finance and Innovation Act (WIFIA) loan.

## **RESPONSE REQUIREMENTS**

Interested parties shall submit a written response to the City. A response shall be no longer than 4 pages. A two-sided page counts as 2 pages. Front/Back covers, table of contents, team resumes, and previous client contact information are not included in the page count.

Each response shall include the following information:

- A narrative of the consultant's approach to providing Owner's Representative services and how the firm can assist in delivering a successful project for the city. Describe the general approach to performing the scope of services and responsibilities described above, concisely demonstrating a clear understanding of the project goals and how the consultant will assist in meeting these goals.
- A listing of the key personnel to be assigned to the project, including a brief description of background, experience, and skill.
- A statement of related experience on projects of a similar size and nature.
- A listing of previous clients who completed similar projects, the year in which the projects took place, and the names, phone numbers, and email addresses of contact person(s).
- A not-to-exceed fee including a loading chart showing the estimated consultant staff hours for each task, including any reimbursable expenses and hourly rate for various staff members assigned to the project.

## **SUBMISSION**

Responses are due by **4 p.m. Wednesday, February 24.**

Submit by email only to Jordan Wheeler, City Manager, at [jwheeler@ci.sandy.or.us](mailto:jwheeler@ci.sandy.or.us).

## **DECISION**

The City Manager will review the responses received by the deadline. The City Manager may confer with other staff or third parties as part of his review and may seek additional information or clarification from any firm or person who submitted a response. After completing his review, he will select a firm or person who will best serve the City's interest as the Owner's Representative for phase 1A, unless he decides to cancel this solicitation or extend it to allow the City to receive additional responses.



*Proposal for the City of Sandy, Oregon*

# **OWNER'S REPRESENTATIVE SERVICES FOR PHASE 1A WASTEWATER SYSTEM IMPROVEMENTS**

*February 24, 2021*



**LEEWAY**  
engineering solutions

February 24, 2021

Jordan Wheeler, City Manager  
City of Sandy, OR  
[jwheeler@ci.sandy.or.us](mailto:jwheeler@ci.sandy.or.us)

**RE: PROPOSAL FOR OWNER'S REPRESENTATIVE SERVICES FOR THE CITY OF SANDY'S PHASE 1A WASTEWATER SYSTEM IMPROVEMENTS**

Dear Mr. Wheeler:

The City of Sandy (City), as part of the largest public works project to date, is seeking a firm to provide owner's representative services to assist the City through Phase 1A, which includes improvements to existing wastewater treatment plant (WWTP), addressing infiltration and inflow (I/I) in the collection system, supporting an application for a Water Infrastructure Finance and Innovation Act (WIFIA) loan, and continue to move the program forward with obtaining Oregon Department of Environmental Quality (DEQ) permits. The Leeway team is the right team to provide these services because we will bring:

**A FOCUSED TEAM THAT IS THE RIGHT SIZE FOR YOUR COMMUNITY.** As shown in our organization chart, we're proposing a focused cost-effective team that has program management / Owner's Representative experience combined with technical understanding of the elements of Phase 1A. We are bringing the same core team of individuals who have been representing the City's best interests with the City Council, other consulting firms, contractors, and DEQ, and we will hit the ground running.

**ABILITY TO DELIVER TO SUPPORT PHASE 1A ACTIVITIES WITHOUT IMPACTING PROGRAM SCHEDULE.** Leeway has been heavily engaged with the existing elements of Phase 1A, several of which have compressed schedules. Our background, familiarity with the projects, and our existing relationships will allow us to represent the City and deliver these Phase 1A elements without any schedule delays.

**A TECHNICALLY-ORIENTED RELATIONAL APPROACH.** Program success involves gaining the cooperation and approval from a number of stakeholders. In order to achieve this, the Leeway team will bring not only a strong understanding of the technical aspects, but the ability to develop relationships that foster trust and partnership. One example of this is our approach and communication with DEQ, which is shifting their perception of the City to a collaborative partner trying to protect human health and the environment. We will do the same across all aspects of the program.

Thank you for providing us with the opportunity to submit our qualifications to support this important vital program. We are deeply invested in the City's success and we look forward to continuing to provide cost-effective and valuable services. Please contact me at (503) 828-7542 if you would like to further discuss our qualifications or require any clarifications regarding our proposal.

Sincerely,

**LEEWAY ENGINEERING SOLUTIONS**

Rob Lee, PE, PMP | Principal Engineer

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12597 NW Majestic Sequoia Way  
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p: 503-828-7542

# PROJECT UNDERSTANDING AND APPROACH NARRATIVE

Leeway staff has been involved with this program beginning in 2017 with the Facility Plan project and more recently with the contracts to provide Owner’s Representative and Collection Systems design services. As the program has gained momentum, Leeway’s role has become more clear and, if selected to continue in the Owner’s Representative role, we will continue to put the City’s interests first. We have identified the City’s primary goals for Phase 1A, some challenges that the City may face, and the approach that Leeway will bring to the program.

PHASE 1A GOALS	CHALLENGES	APPROACH
<b>Successful Delivery of Phase 1A Aspects</b>	Numerous aspects of program requiring different specialty consultants and compressed delivery timelines	Engage same team of committed technical leads with the program background and relationships with stakeholders to hit the ground running and ensure seamless delivery of Phase 1A
<b>Clear DEQ Permitting Pathway</b>	Numerous and sometimes conflicting voices regarding the level of data collection and effort	Collaborative approach with DEQ will lead to clear pathway with right-sized investigations and optimal timing of large design efforts
<b>Cost-Effective Program Management</b>	Typical program management approach often lacks technical expertise or engages a larger group of specialized (and less cost-effective) staff	Small core of dedicated staff leads to efficiencies and maximized value

Leeway will not try to shoehorn the typical program management approach into the City’s Wastewater Program. Rob Lee, our proposed Owner’s Representative contact for the overall program, has been a part of five large programs in the past and understands the customized cost-effective team the City needs at this phase. Our dedicated team has the perfect skillset and experience to see the City through Phase 1A and beyond. By the end of Phase 1A, Leeway will help the City accomplish the following:

**EXISTING WWTP:** Effective delivery of the existing WWTP Improvements project, with a goal of maximizing wet-weather treatment while remaining in permit compliance. Leeway will leverage our experience and technical understanding to manage West Yost’s design effort, work with Veolia to improve permit compliance O&M, communicate to DEQ the City’s progress, and help the the City’s consultants and contractors through the CM/GC and CWSRF process.

**FUNDING SUPPORT:** Engineering and technical support needed to finalize the WIFIA Loan application while also informing the larger financial aspects of the program. Leeway will take the lead on providing the required engineering support for the WIFIA loan application, as well as regular updates to the program “dashboard” of anticipated costs, expenditures to date, and forecasts at completion.

**COLLECTION SYSTEM I/I:** Successful reduction of peak flows through I/I reductions in Basins 2 and 8. Leeway’s design efforts (other contract) is focused on a design that maximizes I/I reductions at the lowest cost and with the great cost-certainty. As part of the Phase 1A Owner’s Representative services, Leeway will help integrate the results of the collection system work into the overall program, assist with DEQ and CWSRF requirements, and recalibrate the collection system model to predict new peak flows, which will help set up future I/I reduction goals as well as confirm the capacity and sizing of the new MBR and outfall.

**CITY STAFF EMPOWERMENT:** Perform as extension of City staff, representing the City’s best interests. Leeway will provide effective consultant management of the two consultant teams, as well as be available to take on tasks and assignments to free up City staff. Leeway will also help prepare for and participate in critical meetings with the City Council and outside agencies like Sandy and Clackamas River Councils, Freshwater Trust, Energy Trust of Oregon, and Clackamas WES. Lastly, we understand the opportunities this program provides so we also will look to assist and empower existing and future City staff.

**DEQ PERMITS:** Attainment of DEQ permits for the new treatment facility and discharge. Leeway will build on our current efforts to work proactively and collaboratively with DEQ, help to identify the steps in the process, and develop a specific scope for a permitting support consultant. Leeway will manage that consultant through the end of Phase 1A. Leeway will also support the City in protecting against potential future third-party lawsuits through careful and thorough documentation, clear communication, and proactive outreach.

**OVERSEE PLANNING FOR PHASE 1B:** Ensure the City is set up for success with a path forward of solutions that fit the City’s needs. Leeway’s services during Phase 1A will set the stage for a successful Phase 1B. Leeway will review planning efforts, provide technical feedback, and recommend next steps, resulting in predictable solutions for the City’s needs.

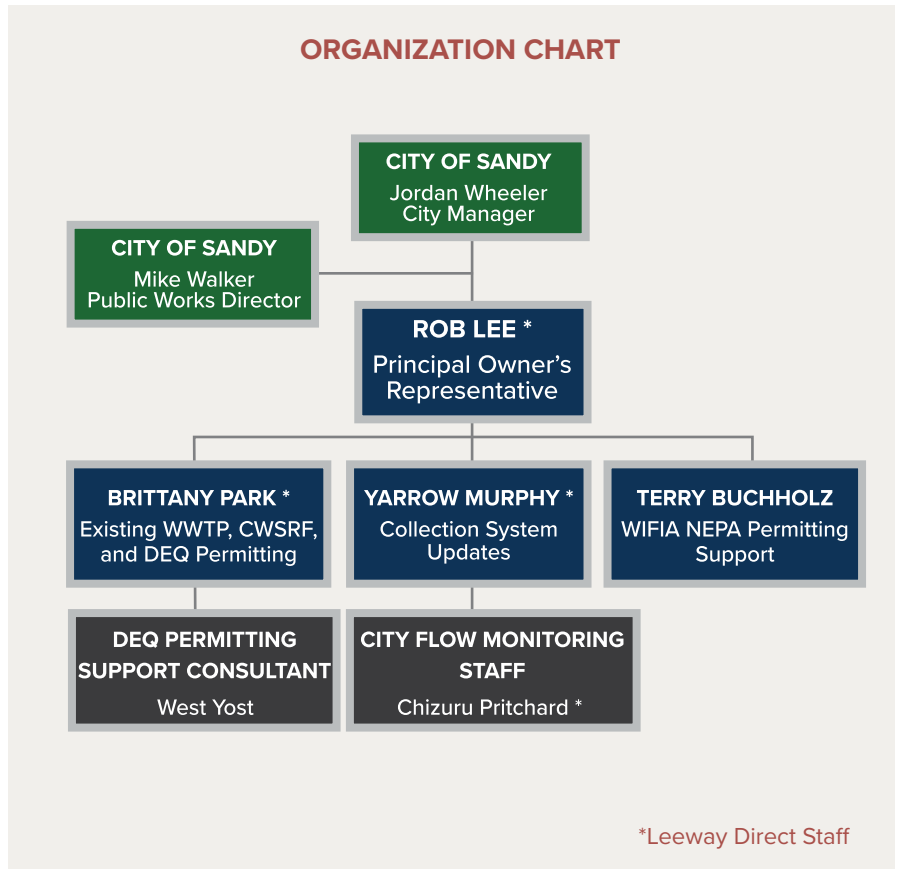
## KEY PERSONNEL

Leeway is proposing the same staff that is currently deeply integrated into the program. The following is our proposed organization chart for Owner’s Representative Services through Phase 1a.



### ROB LEE, PE, PMP

Rob is a strong project manager who has also worked on previous multi-year, multi-phase, multi-million dollar programs. He will be the City’s strongest advocate, focused on meeting the technical requirements and regulatory schedule while maximizing the City’s budget and proactively identifying any programmatic pitfalls. Rob’s experience on large programs began with his work on a 24-year \$250M regulatorily-driven combined sewer outfall program on the East Coast, where he served as the assistant program manager. Since then, Rob has worked on the Lake Oswego Interceptor Sewer, Lake Oswego-Tigard Water Program, and the City of Portland’s Large Scale Sewer Rehabilitation Program (which included a co-location assignment as the interim program manager). Rob understands the multi-faceted challenges facing the City of Sandy, and he will leverage his experience, interpersonal skills, and technical expertise to help the achieve program success through Phase 1A and beyond.



### BRITTANY PARK, PE

Brittany has the perfect skill set and experience to lead activities in Phase 1A. Her career experience include overseeing industrial water treatment systems, including a 28 MGD treatment plant, and then managing large wastewater capital improvement projects at the City of Bend. She will leverage her experience as well as her familiarity working DEQ (both on NPDES permitting as well as CWSRF projects) to help manage the existing WWTP Improvements project and DEQ permitting support.



### YARROW MURPHY, PE

Yarrow will provide support on the collection system and I/I reduction aspects of Phase 1A. As the lead collection system modeler on the City’s 2019 Facility Plan, Yarrow will work with City staff to efficiently recalibrate the model after the completion of the Phase 1A collection system rehabilitation work in Basins 2 and 8. The updated model will demonstrate effectiveness of the I/I work as well as reproject peak flows that will need to be handled by future aspects of the program.



### TERRY BUCHHOLZ, PE, CWRE

Terry will provide the permitting support on the WIFIA loan application, a critical aspect of Phase 1A. Terry has extensive experience in managing complex high profile environmental and water resources projects and acquiring environmental permits and clearances, including helping the Portland Water Bureau successfully gain permitting approvals as part of the largest WIFIA Loan in history. She will be able to leverage that recent experience directly to the Sandy program.

## RELATED EXPERIENCE

The table on the following page is a listing of related experience in similar nature and size to either aspects of the City’s program in Phase 1A or the overall program. More detail on the below projects can be provided upon request.

Table 1.  
**RELATED  
EXPERIENCE**

	Sandy Wastewater Program, Sandy, OR	Large Scale Sewer Rehabilitation Program, Portland, OR	Mt. Talbert I/I Reduction Project Clackamas Wes, OR	I/I Reduction Program Sweet Home, OR	Lake Oswego Interceptor Sewer Lake Oswego, OR	Brandywine Hundred CSO Abatement Program, New Castle Co., DE
Regulatory Driven Program/ Project	■	■	■	■	■	■
DEQ Engagement / NPDES Permitting	■	■	■	■	■	■
Regulatory Compliance Achieved	In process	N/A	In process	■	■	■
Multi-Year, Multi-Phase	■	■		■	■	■
I/I Reduction	■	■	■	■	■	■
Collection System Modeling & Design	■	■	■	■	■	■
City Council and Public Engagement	■	■	■	■	■	■
WWTF Facility Design	■			■		
Federal Funding	■	■		■	■	
Construction Management	■	■		■	■	■
Management of Multiple Consultants/ Contracts	■	■	■		■	■

## FEE ESTIMATE

The following chart shows the estimated level of effort to conduct the Phase 1A services. Leeway has shown the collection model update as an optional task due to the timing of the work (Spring 2022). Additionally, should the WIFIA Loan Application required additional NEPA efforts, we have added IWS as an exclusive member of our team to quickly provide these services.

TASKS	LABOR CLASSIFICATION (HOURS)					ESTIMATED FEES			
	Principal Engineer	Sr. Project Engineer	Project Engineer	Staff Engineer	HOURS	Labor	Expenses	Integrated Water Solutions (subconsultant)	TOTAL
	\$213	\$168	\$152	\$115					
Task 1. Program Management and Consultant Management	48	5	89	0	142	\$24,592	-	-	\$24,592
Task 2. DEQ MAO, NPDES, and CWSRF support and Permitting Consultant Oversight	95	0	164	14	300	\$46,773	\$196	-	\$46,969
Task 23. WIFIA and Other Funding Support	69	0	57	13	139	\$24,856	-	-	\$24,856
Task 4. WWTP CM/GC Improvements Oversight	49	0	272	73	394	\$60,191	-	-	\$60,191
Task 5. WWTP CM/GC O.Rep Services During Construction	10	0	198	24	232	\$34,986	1,955	-	\$36,941
<b>SUBTOTAL - PHASE 1A</b>	<b>271</b>	<b>5</b>	<b>780</b>	<b>124</b>	<b>1,180</b>	<b>\$191,398</b>	<b>\$2,151</b>	<b>-</b>	<b>\$193,549</b>
Optional Task. Collection System Model Recalibration (2022)	8	64	0	102	174	\$24,186	-	-	\$24,186
Contingency Task. WIFIA NEPA Support (if needed)	0	0	0	0	0	0	-	\$25,000	\$25,000
<b>TOTAL - ALL PHASES</b>	<b>279</b>	<b>69</b>	<b>780</b>	<b>226</b>	<b>1,354</b>	<b>\$215,584</b>	<b>\$2,151</b>	<b>\$25,000</b>	<b>\$242,735</b>





# Appendix

## PREVIOUS CLIENTS

PROJECT	CLIENT	YEAR COMPLETED	REFERENCE
<b>Wastewater Program Collection System Design Services</b>	City of Sandy, OR	2017-present	<b>Mike Walker,</b> <b>Public Works Director</b> P: 503-489-2162 E: mwalker@ci.sandy.or.us
<b>Large Scale Sewer Rehabilitation Program (LSSRP)</b>	City of Portland, OR	2009-2019	<b>James Allison,</b> <b>Program Manager</b> P: 503-823-4921 E: james.allison@portlandoregon.gov
<b>Mt. Talbert I/I Reduction Project</b>	Clackamas Water Environment Services, OR	2020-present	<b>Jessica Rinner,</b> <b>Project Manager</b> P: 503.742.4551 E: jrinner@clackamas.us
<b>I/I Abatement Program*</b>	City of Sweet Home, OR	2001-2013	<b>Greg Springman,</b> <b>Public Works Director</b> P: 541-367-6359 E: gspringman@sweethomeor.gov
<b>Brandywine Hundred CSO Abatement Program*</b>	New Castle County, DE	2001-2018	<b>David Hofer,</b> <b>Program Manager</b> P: 302.273.6320 E: dhofer@jmt.com

\*Work done by Leeway staff while at previous consulting firm(s)

*Rob provided valuable leadership to the BES LSSRP Program. His mixture of solid technical abilities combined with his collaborative and communicative approach was a tremendous asset in reenergizing this vital \$250M+ program. He is an asset on any public works project and we look forward to working with him again.*

James Allison, Large Scale Sewer Rehabilitation Program Manager, City of Portland BES, Oregon

*The Brandywine Hundred Sewer Rehabilitation Program... was aimed at reducing wet weather overflows, primarily through a comprehensive I/I elimination. With Rob's involvement, we were able to complete the program and gain regulatory compliance 7 years ahead of schedule and \$80M under budget. Rob was instrumental in field investigations, flow analysis, planning, prioritization, project engineering, and program management, which was an essential early component that led to this program's ultimate success. I highly recommend him for any similar program.*

David A. Hofer, PE, WEF Fellow, former Brandywine Hundred, Program Manager, New Castle County, DE

## ROB LEE, PE, PMP

*Principal Engineer*

Rob is known in the Pacific Northwest as one of the foremost authorities on I/I. Rob has 23 years of experience, with a major focus on large wastewater conveyance projects and programs, including several multiyear, multimillion dollar I/I programs in the Pacific Northwest. Rob has served as Assistant Program Manager on a \$170M I/I program, the project manager on the Sweet Home I/I program which DEQ calls the most successful I/I program in Oregon, and numerous other projects and programs. Rob's experience has resulted in the successful completion of four programs under regulatory decrees to reduce wet weather flows (three communities in Oregon, 1 on the East Coast) through I/I reduction.

### SELECT PROJECT EXPERIENCE

**SANDY WASTEWATER SYSTEM IMPROVEMENTS PROJECT, SANDY, OR; OWNER'S REPRESENTATIVE.** The City of Sandy is in the early stages of multiple projects to improve its wastewater systems; upgrading treatment facilities, reducing excessive I/I in the collection system and expanding treatment capacity at a secondary site. As Owner's Representative, Rob is providing services to assist this multi-year program with improvements to the existing WWTP and flow reduction in the collection system, aimed at achieving regulatory compliance on an aggressive schedule and represent the City to design consultants, construction contractors, regulators, and stake-holders.

**I/I ABATEMENT PROGRAM, CITY OF SWEET HOME, SWEET HOME, OR; Project Manager/Design Lead.** Rob led the most recent and largest phase of the City of Sweet Home's I/I program, aimed at reducing flows. The program involved predesign activities to evaluate the system and identify where it would be most cost-effective in reducing I/I. This work was driven by a regulatory order from the Oregon DEQ. The City has retained Leeway as part of a team to continue providing collection system rehabilitation solutions. The project successfully helped reduce peak wet weather flows at the WWTP by 50% through repairs made to the upstream collection system and private laterals. Reduction of peak wet weather flows also eliminated the need to upsize the City's main trunk sewer.

**I/I PROGRAM DEVELOPMENT AND MT. TALBERT AND GLADSTONE INFILTRATION AND INFLOW PROJECT, CLACKAMAS WES, CLACKAMAS COUNTY, OR; Project Manager.** Rob is managing a team to help the Clackamas WES, as the regional wastewater provider, identify the types and locations of I/I exacerbating their regional system. The program development involved analysis of flow monitoring data, coordination with upstream "member communities" contributing flows to the regional system, selection of field investigation techniques, and recommendations of projects to remove I/I from the system.

**BRANDYWINE HUNDRED RDII ABATEMENT PROGRAM, NEW CASTLE COUNTY, DE; Assistant Program Manager/Design Lead.** Completed in 2019 (seven years early and \$80M under budget), this program reduced I/I across a 385-mile collection system serving mostly residential areas. Rob was instrumental in setting up the program, including managing the 66-flow meter network, conducting field investigations, identifying the highest-priority projects, and management and oversight of over a dozen projects that included small-diameter rehabilitation, private source I/I removal, and pump station and interceptor replacement and upsizing. Performed gamut of design and construction techniques, including full suite of private lateral rehabilitation options. Over three dozen projects designed and constructed as part of the program. This multiyear, regulatory-driven program addressed conveyance capacity due



#### FIRM

Leeway Engineering Solutions

#### TITLE

Principal Engineer

#### YEARS OF EXPERIENCE

23

#### EDUCATION

- MEng, Environmental Engineering, Cornell University, 1999
- BS, Environmental Engineering, Cornell University, 1997

#### LICENSES

- Professional Engineer - WA #44969
- Professional Engineer - OR #82099
- Project Management Professional - #2308673

#### PROFESSIONAL AFFILIATIONS

- Pacific Northwest Clean Water Association, Board of Directors, President Elect (2019-present)

#### KEY EXPERTISE

- Pipeline Condition Assessment
- Trenchless Rehabilitation
- Project Leadership

to heavy wet weather influences. Rob led efforts to install 66 flow monitors, conducted smoke-testing and CCTV, inspected maintenance holes, and compiled and managed the SSES data.

**I/I ABATEMENT PROGRAM, CITY OF ST. HELENS, ST. HELENS, OR; Civil Lead/Project Manager.** Rob led predesign evaluation to develop the framework for the City's I/I program. Flow monitoring site selection, modeling, and field investigations such as CCTV, smoke-testing, and maintenance hole inspection resulted in the identification of project areas for addressing I/I. The implementation of the projects, which included rehabilitation of private I/I sources, resulted in an 80% reduction of wet weather volumes and compliance with Oregon DEQ's regulatory requirements. Proper identification of locations of I/I and successful implementation resulted in 80% I/I reduction of flow volumes in targeted basins and reduced overflow events from 2.5 per year to less than one per year.

**HILLSDALE I/I REDUCTION PILOT PROJECT, CITY OF PORTLAND, PORTLAND, OR; Project Advisor.** As part of the Large-Scale Sewer Rehabilitation Program, Rob provided technical advisory services for one of the City's first I/I reduction projects. The City performed work on private laterals to reduce I/I into overcapacity trunk sewers. Post-project flow monitoring and modeling revealed over 70% reduction in peak wet weather flows. The project involved I/I repairs on private property, including creative ways to conduct work on private property without the need for formal easements.

**LARGE-SCALE SEWER REHABILITATION PROGRAM, CITY OF PORTLAND, PORTLAND, OR; Design Lead/Program Advisor/Interim Project Manager.** Rob helped reinvigorate this critical \$250M+ ongoing program to address sewer risk in the City of Portland's collection system. Rob also served as technical lead for two different consulting teams on this program, coordinating and delivering the designs for over a dozen project areas. This large, multiyear, task order-driven program addressed needs in large collection and conveyance system and used all available trenchless technologies to address small- and large-diameter sewer rehab needs.

**SEWER RELINING PROGRAM, SEATTLE PUBLIC UTILITIES, SEATTLE, WA; Design Lead/Technical Lead:** Rob led five work assignments under this multiyear contract, including development of a large-diameter and ultraviolet light-cured project, a project that included 179 sites, and providing technical assistance to develop standard operating procedures and training guidance for in-house spot repair and lateral lining crews. Rob provided technical guidance to the work assignment teams, contacted potential lining contractors, conducted QA/QC reviews, and provided detailed comments and suggested revisions to the City's lining specifications and bid forms. Rob developed bid packages to enhance understanding of SPU's design process, standards, and specifications.

- Wastewater, Water, and Stormwater Design
- Construction Support
- Asset Management

## CERTIFICATIONS

- Certified NASSCO Pipeline Assessment Certification Program (PACP) U-203-551
- Certified Construction Documents Technologist (CSI)
- Confined-Space Entry 29 CFR 1910.146(g) OSHA
- Construction Safety Awareness 29 CFR 1926.21 (b) OSHA

“It is a pleasure working with Rob. His expertise in CIPP lining and his ability to listen to the client and produce quality bid documents that address project constraints and team concerns was outstanding.”

M. Patty Nelson, PE, Senior Engineer, City of Portland

# YARROW MURPHY, PE

Senior Engineer

Yarrow is a civil engineer with expertise in gravity pipeline hydraulics and design. She spent the first 10 years of her career working for City of Portland, Bureau of Environmental Services, where she specialized in hydrodynamic modeling and analysis of Oregon's largest combined sewer system. She entered the private sector about three years ago, looking to diversify her experience and serve a wider range of clients in the Pacific Northwest region. Recent projects include supporting design and implementation of capital improvements of combined and stormwater systems, master planning combined, sanitary and stormwater systems, rainfall-derived inflow and infiltration analysis with recommendations for strategic flow reductions, and asset management focused on cost effective prioritization of investments. She particularly enjoys working with clients to determine their individual goals and finding the right solution for each unique problem.

## SELECT PROJECT EXPERIENCE

**SANDY COLLECTION SYSTEM RDII REDUCTION PROGRAM, SANDY, OR; Engineer.** This project is an early action recommended in the 2019 Sandy Wastewater System Master Plan. As the lead author and engineer on the collection system portion of the master plan, Yarrow's familiarity with the system and understanding of the specific needs of the City allows her to efficiently implement the RDII reduction predesign. Yarrow's role in the predesign is evaluating and recommending alternative delivery methods to accelerate the project schedule and to produce preliminary design drawings, which can serve as the basis for later design phase drawings.

**DOWNTOWN OLD TOWN SEWER REHABILITATION, CITY OF PORTLAND, OR; Engineer.** Yarrow has supported several major rehabilitation projects for the City of Portland, Bureau of Environmental Services. One of these major projects, the Downtown Old Town structural rehabilitation program is a \$60 million investment in Portland's oldest sewer pipes, which also serve the economic center of the state. Her involvement with this project started with structural risk evaluation and system planning for the entire area. During design she has evaluated hydraulic capacity of each phased design project. Most of the pipes in the project area have multiple utility conflicts and other complications that make full re-placement with open trench difficult and expensive. Yarrow has worked closely with the design project manager to quantify capacity risks, develop creative solutions and make judicious decisions about system capacity improvements.

**BASALT AND COFFEE CREEK INDUSTRIAL AREA CONCEPT PLAN, CITY OF WILSONVILLE, OR; Lead Engineer.** Yarrow worked with the City of Wilsonville to design the gravity system layout and profiles of a future sanitary conveyance system to serve a planned major industrial area, including options for 2 MGD of wet industry. The final product included an alternatives analysis considering capital and equivalent uniform annual costs and operational preferences for four different system alternatives and plan and profile drawings for the recommended alternative.

**STORM AND SANITARY SYSTEM ASSESSMENT, OREGON STATE UNIVERSITY, CORVALLIS, OR; Project Engineer.** Oregon State University (OSU) is implementing a proactive program to manage its sanitary and storm systems. This project involved developing a consequence of failure rating that prioritized the inspections, followed by the inspection and evaluation of approximately 30% of the storm and sanitary sewers. The result is recommended maintenance operations and capital improvements to protect OSU's assets over the long term. Yarrow's role in the project is operations scheduling and co-authoring the master plan report.



### FIRM

Leeway Engineering Solutions

### TITLE

Civil Engineer

### YEARS OF EXPERIENCE

13

### EDUCATION

- MSc, Water Resources Engineering, Oregon State University, 2009
- BA, Russian Language and Literature, University of Oregon, 1999

### LICENSES

Professional Engineer - OR #84389  
Professional Engineer - WA (pending)

### KEY EXPERTISE

- Asset management
- Hydrodynamic Modeling
- Concept Planning
- Alternatives Evaluation
- Stormwater Solutions
- RDII Reduction

## BRITTANY PARK, PE

*Project Engineer*

Brittany is a chemical and environmental engineer specializing in project management, troubleshooting, and operations of wastewater treatment facilities. In the beginning of her career, she managed industrial water systems, including a 28 MGD treatment plant. Later, she managed wastewater capital improvement projects at the City of Bend. Through her experience managing multi-disciplinary teams for projects, Brittany has developed a collaborative approach to design and project management. This results in projects that are built to perform for the whole life cycle. From the start of design through project startup and operation, she will deliver projects that are cost-effective and sensible to build and maintain.

### SELECT PROJECT EXPERIENCE

**SANDY WASTEWATER SYSTEM IMPROVEMENTS PROJECT, SANDY, OR; Owner's Representative.** The City of Sandy is in the early stages of multiple projects to improve its wastewater systems; upgrading treatment facilities, reducing excessive infiltration and inflow in the collection system and expanding treatment capacity at a secondary site. As Owner's Representative, Brittany is overseeing the design of the improvements to the existing plant and flow reduction in the collection system. Her role is to facilitate completion of the design on an aggressive schedule and represent the City to the design consultant, contractors, regulators, and stakeholders.

**SOLIDS HANDLING IMPROVEMENTS PROJECT, CITY OF BEND, OR; Project Manager.** Brittany led the interdisciplinary team through the predesign analysis, project design, and GMP approval. The project had many elements. It was a Construction Management/General Contractor procurement, funded by ODEQ CWSRF program, and included an electrical utility upgrade to the treatment plant. Brittany's management style puts an emphasis on open communication and inclusion of all voices. Because of this approach, the City's operations, maintenance, and instrumentation/controls teams were regularly involved and provided input every step of the way. This ensured that all internal and external stakeholders had their project needs met while balancing value engineering.

**GEORGIA-PACIFIC WAUNA MILL, CLATSKANIE, OR; Treatment Plant Technical Manager.** Brittany oversaw the system and worked with operators to make sure the process was working properly and optimized. She was the compliance system owner and conducted all compliance related activities, including NPDES reporting and sampling. She led troubleshooting of process issues, operator training, environmental systems projects, and all emergency response efforts. One of her larger projects was to reduce the treatment plant carbon load by utilizing dissolved oxygen monitoring to optimize aeration. The project resulted in an over-all 30% reduction in treatment plant energy consumption, while continuing to maintain healthy biological life.

**CWSRF FUNDING CROSS-CUTTER, CITY OF BEND, OR; Contract Manager.** Brittany managed the cross-cutter process for all of City of Bend CWSRF funded projects. The City of Bend is the largest user of CWSRF funds in the state and she oversaw the successful approval of approximately seven projects. She also collaborated with DEQ to assist them with updating the CWSRF handbook for CM/GC projects.

**PUMP STATION DE-COMMISSIONING PROJECT, CITY OF BEND, OR; Project Manager and Construction Manager.** Decommissioning sewer pump stations by installing gravity sewer reduced the City of Bend's operation and maintenance costs for collections systems. Brittany led the project to decommission ten different pump stations. She oversaw the engineering design and construction for a combined 3,000 LF of gravity mains. She successfully completed the project months ahead of schedule and millions under budget.



#### FIRM

Leeway Engineering Solutions

#### TITLE

Project Engineer

#### YEARS OF EXPERIENCE

9

#### EDUCATION

- MSc, Infrastructure Engineering and Management, University of Surrey, 2016
- BSc, Chemical Engineering, Oregon State University, 2012

#### REGISTRATION

- Professional Engineer - OR #86191

#### ASSOCIATIONS/ AFFILIATIONS

- Pacific Northwest Clean Water Association, Member Services Committee Chair

#### KEY EXPERTISE

- Project Management
- Facility and Treatment design, construction, operation and troubleshooting
- Owner's Representative Services
- Alternative delivery method (CM/GC)

## TERESA L. BUCHHOLZ, PE, CWRE

WIFIA NEPA Permitting Support

Terry has extensive experience in managing complex high profile environmental and water resources projects; and acquiring environmental permits and clearances on water resources projects. She works with clients and consultant teams to develop permit acquisition and implementation strategies that anticipate the possible obstacles and opportunities that accompany multifaceted controversial water projects when securing environmental permits.

### SELECT PROJECT EXPERIENCE

**BULL RUN TREATMENT FACILITY PROGRAM, CITY OF PORTLAND WATER BUREAU, PORTLAND, OR; Environmental Permitting Strategist and the WIFIA loan NEPA Lead (as the Owner's Representative).** The City of Portland is in the process of designing and constructing two projects (Bull Run Filtration & Improved Corrosion Control Treatment) to improve their water supply from Bull Run to help keep our water safe and abundant for generations to come. Both projects are required under state and federal law. Ms. Buchholz led the successful completion and approval of the WIFIA Loan NEPA process.

**WILLAMETTE RIVER CROSSING PROJECT, CITY OF PORTLAND WATER BUREAU, PORTLAND, OR; Environmental Permitting Lead (as the Owner's Representative).** The City of Portland is in the process of designing and constructing an earthquake-resilient water main deep under the Willamette River, as part of the Water Bureau's commitment to preparedness. The water main will be constructed using a combination of micro-tunneling and horizontal directional drilling (HDD). As environmental permitting lead, Terry is responsible for developing the permit acquisition strategy, preparing and acquiring environmental permits; and monitoring of construction activities to ensure permit compliance. The comprehensive, integrated permit acquisition strategy provides a roadmap for securing the necessary project environmental, land use, right-of-way and design review permits and approvals. The permits/easement that are being secured for the project include the Corps 10, ODSL Removal/Fill, ODEQ programmatic 1200-C, Union Pacific Railroad temporary and permanent construction easements, PDOT Streetcar Crossing Permit and local land use permits. Construction will occur in 2022.

**LAKE OSWEGO - TIGARD WATER PARTNERSHIP, FOR THE CITIES OF LAKE OSWEGO AND TIGARD, LAKE OSWEGO AND TIGARD, OR; Environmental Permitting Lead (as the Owner's Representative).** Lake Oswego and Tigard expanded the Lake Oswego's existing drinking water infrastructure at a cost of approximately \$250 million to serve both communities. As environmental lead, Ms. Buchholz was responsible for developing the permit acquisition strategy, conducting detailed scientific studies, preparing and acquiring environmental permits; and monitoring of construction activities to ensure permit compliance. The comprehensive, integrated permit acquisition strategy provided a roadmap that secured the necessary project environmental, land use, right-of-way and design review permits and approvals. The Strategy considered all project elements, potential permits, regulated activities, approval timelines, potential obstacles and opportunities, and the types of information and studies needed. Also included in the permit strategy was a critical path schedule that included the key pieces of information required for each permit, regulatory agency coordination, public outreach and integration with the design and construction phases of the program. The project included a new river intake and pump station on the Clackamas River, a new raw water pipeline under the Willamette River, a new water treatment plant, new finished water pipeline, a new above ground storage reservoir and a new pump station. The permits secured for the program included the Corps 404/10, ODSL Removal/Fill, Endangered Species Act Biological Opinion, SHPO clearance, ODEQ programmatic 1200-C, Clean Water Services Service Provider letter, Union Pacific Railroad temporary and permanent construction easements, and local land use permits. All permits for this Project were acquired prior to initiation of project construction in July 2013. In-Water construction was completed in September 2015 and IWS prepared the Completion Report for the Corps and NMFS in October 2015.



#### FIRM

Integrated Water Solutions

#### TITLE

Principal

#### YEARS OF EXPERIENCE

38

#### EDUCATION

- BS, Civil Engineering, University of Nebraska, Lincoln

#### REGISTRATION

- Professional Engineer-OR, NE
- Certified Water Rights Examiner - OR

#### ASSOCIATIONS/ AFFILIATIONS

- Member, American Society of Civil Engineers (ASCE)
- Member, American Water Works Association (AWWA)
- Member, Oregon Water Resources Congress, (OWRC)
- Member, American Society of Civil Engineers (ASCE)

#### KEY EXPERTISE

- Permit acquisition and implementation strategies

**CASCADE PACIFIC PULP INTAKE AND OUTFALL PROJECTS, CASCADE PACIFIC PULP, HALSEY, OR; Environmental Permitting Lead (as the Owner's Representative).** The project involved restoration of a side channel and improvement of the existing intake structure located on the Willamette River at Halsey, Oregon. As environmental lead, Terry was responsible for developing the permit acquisition strategy, conducting detailed scientific studies, preparing and acquiring environmental permits; and monitoring of construction activities to ensure permit compliance. Integrated Water Solutions worked with the Corps, DEQ, DSL, and NMFS to develop an acceptable solution that will meet the water demands of the Cascade Pacific Pulp and comply with the Endangered Species Act, Section 404 of the Clean Water Act, and state environmental laws. Permits were acquired for the construction of the meander channels, habitat restoration and new fish screens in June 2013. Construction was completed in September 2013.

The changing geomorphology of the Willamette River also impacted the effectiveness of Cascade Pacific Pulp's effluent outfall diffuser. A gravel bar formed between the slough and the Willamette River over 25 years. In 2014, Ms. Buchholz led the team through investigation, design and permitting to relocate Cascade Pacific Pulp's effluent outfall diffuser to a location that would be a long-term solution for the plant and the water quality of the Willamette River. Ms. Buchholz worked with regulatory agencies and regional experts to develop an acceptable solution and timeline to relocate the diffuser. The permit package as submitted in Winter 2014 and construction was completed in November 2015.

**EAST VALLEY WATER DISTRICT WATER SUPPLY PROJECT, FOR THE EAST VALLEY WATER DISTRICT, SILVERTON, OR; Environmental Permitting Lead (as the Owner's Representative).** Terry serves as the environmental permitting lead (as the Owner's Representative) for the East Valley Water District (District) Water Supply Project that includes the construction of a new earthen dam, approximately 70-feet high and 850-feet long, that will store approximately 12,000 acre-feet of surface water from Drift Creek in the winter and a transmission system that would convey water during the irrigation season from the reservoir to points of delivery within the District to serve its water users. As environmental lead, Ms. Buchholz has been responsible for developing the permit acquisition strategy, getting the Project accepted into the Kaizen regulatory process and for the coordination of scientific studies. The comprehensive, integrated permit acquisition strategy will provide the roadmap for securing the necessary project environmental, land use, right-of-way and design review permits and approvals. The permit strategy considered all project elements, potential permits, regulated activities, approval timelines, potential obstacles and opportunities, and the types of information and studies needed. Also included in the permit strategy was a critical path schedule that included the key pieces of information required for each permit, regulatory agency coordination, public outreach and integration with the design and construction phases of the program. The permits that needed for the project include the Corps 404/10, ODSL Removal/Fill, Endangered Species Act Biological Opinion, NEPA Environmental Assessment, ODFW Fish Passage Waiver, ODEQ 401 Water Quality Certification SHPO clearance, ODEQ programmatic 1200-C, Dam Safety Review, and local land use permits.

**RETREAT AT OAK CREEK, LANDMARK PROPERTIES, CORVALLIS, OR; Environmental Compliance Manager.** Terry was hired by Landmark Properties to manage compliance for the Retreat at Oak Creek, a new student housing development in Corvallis Oregon. Ms. Buchholz was brought on in January 2014 with the goal of starting construction by early summer 2014. Working with the project sponsor, regulatory agencies, and technical staff, Ms. Buchholz was able to achieve compliance by May 2014; less than five months after being hired. The project was the first NOAA Slopes V issued in Oregon. Retreat at Oak Creek opened its' doors to OSU students in the September 2015.





**LEEWAY**  
engineering solutions

rob.lee@leewayengineeringsolutions.com  
12597 NW Majestic Sequoia Way  
Portland, Oregon 97229  
p: 503.828.7542

# PROFESSIONAL SERVICES AGREEMENT

## PREAMBLE

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between LEEWAY ENGINEERING SOLUTIONS hereinafter called "Contractor", and the CITY OF SANDY, a municipal corporation of the state of Oregon, hereinafter called "City".

WHEREAS, City has need for the services of a party with the particular training, ability, knowledge and experience possessed by Contractor.

## WITNESSETH:

The parties hereto mutually covenant and agree to and with each other as follows:

### 1. SCOPE OF WORK

The scope of work, is contained in Exhibit A attached hereto and by this reference made a part hereof.

This contract shall supersede any prior representation or contract, written or oral. This contract shall not be subject to modification or amendment except in writing, executed by both parties.

### 2. DURATION OF CONTRACT

Unless earlier terminated or extended, this contract shall remain in force and effect from the date in the preamble above through December 31, 2021.

### 3. PAYMENT

City agrees to pay, and Contractor agrees to accept, in full payment for the performance of this contract, according to the fee schedule in Exhibit A attached hereto and by this reference made a part hereof. The fee schedule in Exhibit A may be adjusted annually upon mutual agreement of the parties to reflect inflation and changes in labor and materials costs.

#### **4. CHANGES**

This contract and any substantive changes to the scope of work or changes to the contract costs will not be effective until approved in writing by the City.

#### **5. INDEPENDENT CONTRACTOR STATUS**

Contractor agrees and certifies that:

- A. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to payment under this contract;
- B. Contractor will not, on account of any payments made under this contract, be eligible for any benefit from federal social security, workers' compensation, unemployment insurance, or the Public Employee's Retirement System, except as a self-employed individual;
- C. Contractor is not currently an employee of the federal government or the state of Oregon;
- D. Contractor is not a contributing member of the Public Employees' Retirement System;
- E. Contractor certifies it meets the specific Independent Contractor Standards of ORS 670.600;
- F. Contractor is not an "officer, employee or agent" of City as those terms are used in ORS 30.265.

#### **6. SUBCONTRACTS AND ASSIGNMENT; SUCCESSORS IN INTEREST**

Contractor shall not enter into any subcontracts for any of the work required by this contract, excepting those portions of the work specifically described in Exhibit A or assign or transfer any of its interest in this contract without the prior written consent of City. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

#### **7. PAYMENT OF LABORERS**

- A. Contractor shall:
- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this contract;
  - (2) Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this contract;
  - (3) Not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished; and
  - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this contract as such claim becomes due, City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor by reason of such contract.
- C. The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.

**8. PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION**

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

Contractor, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

**9. OVERTIME AND HOLIDAYS**

Persons employed by Contractor under this Personal Services Contract shall receive at least time and a half pay for work performed on the following legal holidays:

- A. New Year's Day on January 1
- B. Memorial Day on the last Monday in May
- C. Independence Day on July 4
- D. Labor Day on the first Monday in September
- E. Thanksgiving Day on the fourth Thursday in November
- F. Christmas Day on December 25

and for all overtime worked in excess of forty [40] hours in any one week, except for individuals who are excluded under ORS 653.101 to 653.261 or under 29 U.S.C., Sections 201 to 209, from receiving overtime.

**10. TIME LIMITATION ON CLAIM FOR OVERTIME**

Any worker employed by Contractor shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with Contractor within ninety [90] days from the completion of the contract, providing Contractor has:

- A. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work; and
- B. Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

**11. ERRORS**

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

**12. DEFAULT**

City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of the contract:

- A. If Contractor fails to provide services called for by this contract within the time or in

the manner specified herein, or any extension thereof; or

- B. If Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten [10] days or such longer period as City may authorize.

Upon termination, City will pay Contractor for only the value to City of work actually performed. The rights and remedies of City provided in the above clause related to defaults (including breach of contracts) by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

### **13. OWNERSHIP OF WORK**

All work products of Contractor, including background data, documentation and staff work that is preliminary to final reports, which result from this contract are the exclusive property of City. If this contract is terminated by either party or by default, City, in addition to any other rights provided by this contract, may require Contractor to transfer and deliver such partially completed reports or other documentation that Contractor has specifically developed or specifically acquired for the performance of this contract.

### **14. INDEMNITY AND HOLD HARMLESS**

Contractor shall defend, indemnify and hold City, its officers, agents and employees, harmless against all liability, loss or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any negligent act or omission of an act sustained in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation.

### **15. INSURANCE**

Contractor shall obtain, prior to the commencement of the contract, and shall maintain in full force and effect for the term of this contract, at Contractor's expense, an automobile liability insurance policy for the protection of Contractor and City, its officers, boards, commissions and employees. This policy shall be issued by a company authorized to do business in the state of Oregon, protecting Contractor or subcontractors or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other

losses or damages above mentioned in the combined single limit of \$1,000,000 or the limit of public liability contained in ORS 30.260 to 30.300, whichever is greater. The insurance company shall provide City with an endorsement thereto naming City as an additional insured, providing that no acts on the part of the insured shall affect the coverage afforded to the above policy, and providing City will receive thirty [30] days' written notice of cancellation or material modification of the insurance contract.

Contractor will not perform any work under this contract until City has received copies of applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force.

**16. STANDARD OF WORK**

Contractor will accomplish the work using a standard of performance and care that is currently accepted by other professionals engaged in similar work in the Portland metropolitan area.

**17. TERMINATION**

This contract may be terminated by mutual consent of the parties, or by City at any time by giving written notice to Contractor no later than fifteen [15] days before the termination date. Contractor shall be entitled to compensation for services performed up to the date of termination.

**18. CONFIDENTIALITY**

No reports, information and/or data given to or prepared or assembled by Contractor under this contract shall be made available to any individual or organization by Contractor without the prior written approval of City.

**19. PUBLICATION RIGHTS / RIGHTS IN DATA**

All publication rights in the product produced by Contractor in connection with the work provided for under this contract, whether in preliminary draft or final form, shall be vested in City.

Contractor shall not publish any of the results of the work without the prior written permission of City.

All original written material and other documentation, including background data, documentation and staff work that is preliminary to final reports, originated and prepared for City pursuant to this contract, shall become exclusively the property of City. The ideas, concepts, know-how or techniques relating to data processing development during the course of this contract by Contractor or City personnel, or jointly by Contractor and City personnel, can be used by either party in any way it may deem appropriate.

Material already in Contractor's possession, independently developed by Contractor outside the scope of this contract or rightfully obtained by Contractor from third parties, shall belong to Contractor. However, Contractor grants to City a non-exclusive, irrevocable and royalty-free license to use such material as it sees fit.

This contract shall not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to City pursuant to this contract in developing materials for others, except as provided in this section.

**20. ACCESS TO RECORDS**

Contractor agrees that City and its authorized representatives shall have access to the books, documents, papers and records of Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts.

**21. ATTORNEY'S FEES**

If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

**22. COMPLIANCE WITH APPLICABLE LAW**

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with:

- A. Title VI of the Civil Rights Act of 1964;
- B. Section V of the Rehabilitation Act of 1973;



- C. The Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and
- D. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**23. FOREIGN CONTRACTOR**

If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor 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 contract. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this contract.

**24. GOVERNING LAW; JURISDICTION; VENUE**

This contract shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between City (and/or any other agency or department of the state of Oregon) and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusive within the Circuit Court of Clackamas County for the state of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by the signature below of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.

**25. FORCE MAJEURE**

Neither City nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, the reasonable control of City or Contractor. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

**26. MERGER CLAUSE**

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT 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 THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**27. EXECUTION AND COUNTERPARTS**

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**CONTRACTOR**

\_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
Individual S.S.N. or  
Employer ID #: \_\_\_\_\_

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

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

Check one:

- Sole Proprietor
- Partnership
- Corporation
- Governmental
- Non-Profit

\_\_\_\_\_, 2021  
Date

**CITY OF SANDY**

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

Jordan Wheeler  
City Manager  
City of Sandy  
39250 Pioneer Blvd.  
Sandy, OR 97055

\_\_\_\_\_, 2021  
Date

DRAFT