

**RESOLUTION NO. 2025-12**

**A RESOLUTION APPROVING THE AWARD OF A CONTRACT FOR CITY  
ENGINEERING SERVICES**

**WHEREAS**, pursuant to Oregon Administrative Rule (OAR) 137-048-0220, the City solicited proposals via a Request for Proposals ("RFP") for one or more Engineers of Record (City Engineer) to provide engineering services as independent contractors to the City; and

**WHEREAS**, the City received and reviewed the proposals in response to the RFP for engineer of record and HBH Consulting Engineers, Inc. was chosen as the most highly qualified engineer, best suited to meet City's needs pursuant to the RFP criteria; and

**WHEREAS**, the City wishes to award a contract to HBH Consulting Engineers, Inc. as more fully described in the agreement attached as Exhibit 1.

**NOW, THEREFORE, THE CITY OF ROCKAWAY BEACH RESOLVES AS  
FOLLOWS:**

**Section 1.** The City of Rockaway Beach City Council hereby approves the award of a contract for City Engineering Services to HBH Engineering, Inc., attached as Exhibit 1, and authorizes the City Manager to execute the contract.

**Section 2.** This Resolution shall be effective immediately upon adoption.

**APPROVED AND ADOPTED BY THE CITY COUNCIL THE 12<sup>th</sup> DAY OF  
MARCH 2025.**

APPROVED

  
Charles McNeilly, Mayor

ATTEST

  
Melissa Thompson, City Recorder

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**CITY OF  
ROCKAWAY BEACH  
CITY ENGINEERING SERVICES CONTRACT**

This Contract is by and between City of Rockaway Beach ("City") and HBH Consulting Engineers, Inc. ("Engineer") for the performance of general city engineering services for City, on an as needed basis.

**A. RECITALS**

City has conducted a formal solicitation for proposals from engineering firms pursuant to Oregon Administrative Rule Division 48.

Engineer submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified engineer, best suited to meet City's needs pursuant to the RFP criteria.

City has awarded this contract to Engineer.

**B. CONTRACT EXHIBITS**

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Task Order Form
- Exhibit C – Oregon Personal Services Public Contracting Code Requirements
- Exhibit D – Request for Proposal
- Exhibit E – Engineer's Proposal and Schedule of Rates and Charges

In the event of a conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibit B, C, A, D, then Exhibit E, in that order.

**C. AGREEMENT**

**1. Term and Authorization to Proceed**

- 1.1 The term of this Contract shall be from its execution to March 12, 2028, for an initial three (3) year term. Thereafter, it may be extended for up to two (2) additional two (2) year terms upon written consent of both parties. Such extension(s) will consider adjustment to Engineer's schedule of charges attached within Exhibit E to this Contract.

- 1.2 Execution of this Contract by the parties authorizes Engineer to proceed with the work under the provisions of this Contract, upon issuance of one or more written task work orders by City.

## **2. Scope of Work**

- 2.1 Engineer shall provide all services and deliver all materials as specified in the attached Exhibits A through E, which are hereby incorporated into this Contract by this reference, and as may be described by future task work order or addenda to this Contract.
- 2.2 Engineer will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered.
- 2.3 **Task Orders.** Except for general and recurring services, task orders in the form attached as Exhibit B shall be used as the sole basis to authorize all Work related to this Agreement. Task orders are subject to all terms of this Contract and shall establish the assigned Scope of Work, delivery schedule, and total compensation that reflects an identified payment methodology, the rates set in Exhibit E, hours, and includes any reimbursables. Task orders that do not meet these requirements shall not bind the parties and no further compensation will be paid for any Work performed.

City shall have the right to request Work outside the scope of any task order to this Contract and to cancel a portion of the Work at any time. A task order amendment shall set compensation for all additional Work requested and a reduction thereto, in the event City cancels Work. City shall not be liable for profits lost due to cancelled Work. Engineer shall perform no Work outside the scope of any task order to this Contract until the parties have signed a modification to the task order that describes the Work and contains the terms of payment. Engineer shall not be entitled to payment for Work outside the scope of a task order, unless the parties signed a modification to the task order before Engineer performed that Work. Engineer shall not make modifications to the task orders or standard terms and conditions of this Contract except in writing, signed by both parties.

## **3. Compensation**

- 3.1 **Compensation.** For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit E.
- 3.2 **Invoices.**
  - a. Invoices for services of Engineer shall be billed to City on a time and

materials basis in summary form, itemized by projects and/or Task Orders, on or about the end of the first full business week of each month, for all services performed through the last day of the previous month.

- b. Engineer will provide in its invoices a detailed description of hours billed to assist City in correctly allocating costs to separate projects, or may modify the billing statement into a format that is agreeable to both parties. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

### **3.3 Payments.**

- a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

## **4. Engineer Is an Independent Contractor**

- 4.1 Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Engineer's completed work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work.
- 4.2 Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under this Contract and will not have any amounts withheld by City to cover Engineer's tax obligations.
- 4.3 Engineer is not eligible for any City fringe benefit plans.
- 4.4 No Authority to Bind City. Engineer shall have no authority to enter into contracts on behalf of City, its officers, agents and employees. This

Agreement shall not create a partnership or joint venture of any sort between the parties.

## 5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City: Luke Shepard, City Manager  
City of Rockaway Beach  
P.O. Box 5  
Rockaway Beach, OR 97136  
Phone: (503) 374-1752  
Email: [citymanager@corb.us](mailto:citymanager@corb.us)

Engineer: Mathew Del Moro, Treasurer, Principle  
HBH Consulting Engineers, Inc.  
501 E. First Street  
Newberg, OR 97132  
Phone: 503-554-9553  
Fax: 503-537-9554  
[mail@hbh-consulting.com](mailto:mail@hbh-consulting.com)

## 6. Indemnification

Engineer shall indemnify, hold harmless, and defend City and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Engineer's negligent performance and/or fault of Engineer, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Engineer, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Engineer shall defend City from claims covered under this Section at Engineer's sole cost and expense until such time: (1) as an arbitration panel or a court of competent jurisdiction determines that City is liable in whole or in part for the loss or claim caused by City's negligence; or (2) until City and Engineer mutually agree to allocate the liability.

Engineer's indemnification obligations under this Section 6 shall survive the expiration or earlier termination of this Contract.

## **7. Insurance Requirements**

7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Occurrence Form Commercial General Liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

\$2,000,000 – each occurrence (bodily injury)  
\$4,000,000 – general aggregate  
\$1,000,000 – property damage, contractual, etc.  
\$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this Contract. (Proof of coverage will be attached to this Contract).

- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident. (Proof of coverage will be attached to this Contract).
- c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence. (Proof of coverage will be attached to this Contract).
- d. Professional Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence. Such policy will be either on a claims made basis and will have an extended claims reporting period of five (5) years after final completion or on an occurrence basis. (Proof of coverage will be attached to this Contract).
- e. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis instead of an occurrence basis, "tail"

coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

- 7.3 Policies shall provide that City, its Council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and Section 7.1(b) and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own. City shall procure and maintain general liability insurance during the full term of this contract which provides insurance coverage up to the limits of the Oregon Tort Claims Act, in connection with any actions suit, or claim from any third party caused by City's negligent acts, omissions, activities or services by City or its officers, employees or agents.
- 7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract if the loss, damage or destruction is due to the City's negligence or fault.
- 7.6 All policies of insurance shall be issued by good, responsible companies that are qualified to do business in the State of Oregon and listed by A.M. Best as an A- VIII or above.
- 7.7 Engineer shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Engineer shall furnish City with executed copies of such policies of insurance. Engineer shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

## **8. Workers' Compensation**

- 8.1 Engineer, its subconsultants, 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 subject workers.
- 8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify City for any liability incurred by City as a result of Engineer's breach of the warranty under this Section.



**9. Hours of Employment**

Engineer shall comply with all applicable state and federal laws regarding employment.

**10. Assignment**

Engineer may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may not be withheld in City's sole discretion. Engineer may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. Engineer's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

**11. Labor and Material**

Engineer shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

**12. Ownership of Work and Documents**

12.1 Ownership of Work, Unauthorized Use of Work. All work performed by Engineer and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any engineering documents furnished to City by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

12.2 Intellectual Property.

- a. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in City, except for work exempted by Section 12.2.b below. Upon request, Engineer shall execute any assignment or other documents necessary to give effect to this Section.

Engineer will retain a nonexclusive right to use intellectual property vested in City as part of this Contract.

- b. Engineer shall retain all intellectual property rights (including but not limited to copyrights and/or patents of any type) for work completed by Engineer prior to execution of this Contract, or completed for other clients or outside of the scope of this Contract. This includes but is not limited to design elements developed on previous projects, as well as standard contract documents, standard specifications, design standards manuals, standard details or other standard documents, details or drawings developed prior to execution of or outside the scope of this Contract.
- c. City will retain a nonexclusive right to utilize documents and materials provided to City by Engineer which are excluded under Section 12.2.b, but shall not profit from such use, and shall not provide these documents or materials for use by other jurisdictions without authorization from Engineer.

### **13. Termination or Suspension for Convenience**

- 13.1 This Contract may be terminated or suspended by mutual consent of the parties upon written notice.
- 13.2 In addition, City may terminate or suspend all or part of this Contract upon determining that such action is in the best interest of City by giving seven (7) days' prior written notice, without waiving any claims or remedies it may have against Engineer.
- 13.3 Upon termination under this Section, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Engineer. Only if previously approved in writing by City will City pay Engineer's reasonable costs actually incurred in the orderly closing out of specific work tasks or projects underway under this Contract. Pursuant to this Section, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and any previously approved Contract closeout costs actually incurred by Engineer. City shall not be liable for any costs invoiced later than thirty (30) days after termination, unless Engineer can show good cause beyond its control for the delay.

### **14. Termination or Suspension for Cause**

- 14.1 City may terminate or suspend this Contract effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:

- a. If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- c. If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

## **15. Termination for Default**

- 15.1 If City fails to perform in the manner called for in this Contract or if City fails to comply with any other provisions of the Contract, Engineer may terminate this Contract for default after giving City the notice and opportunity to cure required by this Section. Prior to termination for default, Engineer must give City written notice of the breach and of Engineer's intent to terminate. If City has not entirely cured the breach within fifteen (15) days of the date of the notice, then Engineer may terminate the Contract at any time thereafter by giving a written notice of termination.
- 15.2 If Engineer fails to perform in the manner called for in this Contract or if Engineer fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be affected by serving a notice of termination on Engineer setting forth the manner in which Engineer is in default. Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract. Upon termination under Section 15.1, Engineer shall be entitled to payment in accordance with the terms under Section 13.3.

## **16. Remedies**

In the event of termination or breach of this Contract the parties shall have the following remedies:

- 16.1 Any suspension of performance under Sections 13 or 14 of this Contract constitutes a temporary stoppage of performance of the Contract and does not constitute a termination of the Contract under those Sections. In the event that the condition(s) causing the suspension are rectified and suspension is no longer required, the Parties will take all actions necessary to reactivate performance of the Contract within seven (7) calendar days from written notice to resume. In the event that City determines that the conditions causing

suspension of the Contract are not likely to be rectified in a reasonable amount of time, City retains the right to terminate this Contract, pursuant to Sections 13 or 14. In the event of a suspension of performance pursuant to Sections 13 or 14, Engineer agrees to remain contractually obligated to perform the Services under this Contract for the same compensation set forth in Section 3, "Compensation," of this Contract and any applicable Task Order for six months. If the Contract is reactivated and Engineer is required to perform under this Contract beyond this date or such other time period agreed to by the Parties, the Parties may negotiate updated hourly rates for Engineer and any Consultants and amend this Contract accordingly.

- 16.2 If terminated under Section 15 by City due to a breach by Engineer, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to City the amount of the reasonable excess.
- 16.3 In addition to the above remedies for a breach by Engineer, City also shall be entitled to any other equitable and legal remedies that are available.
- 16.4 If City breaches this Contract, Engineer's remedy shall be limited to termination of this Contract and receipt of Contract payments to which Engineer is entitled.
- 16.5 City shall not be liable for any indirect, incidental, consequential, or special damages under this Contract or any damages arising solely from terminating this Contract in accordance with its terms.
- 16.6 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by City, Engineer shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

## **17. Nondiscrimination**

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

**18. Governing Law; Jurisdiction; Venue**

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Engineer that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Tillamook County for the State of Oregon; provided, however, if a 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. ENGINEER, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

**19. Compliance with Laws and Regulations**

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Engineer expressly agrees to comply with: (i) ORS 659A.142; and (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit C and incorporated herein by this reference. Engineer, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

**20. Experience, Capabilities and Resources; Standard of Care**

By execution of this Contract, Engineer agrees that:

- 20.1. Engineer is an experienced engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.
- 20.2. Engineer has the capabilities and resources necessary to perform the obligations of this Contract.
- 20.3. Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Engineer shall be prepared in accordance with the

standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

- 20.4 City selected Engineer for award of this Agreement because of the special qualifications of Engineer's key personnel identified in Exhibit D (Key Personnel). Engineer must obtain City's consent prior to replacing any Key Personnel assigned to perform or support the work specified in this Agreement. In the event Engineer requests that City approve a reassignment or transfer of the Key Personnel, City shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).

## **21. Drawings, Specifications and Other Documents**

Engineer hereby agrees that it will, in a manner consistent with its standard of care defined above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility. As used in this Section 21:

- 1) "structurally sound" means that the facility has been designed and engineered to meet all code standards required of this project by the authority having jurisdiction; and
- 2) "complete and properly functioning facility" means that the facility has been designed, utilizing the Standard of Care, to meet industry standards for similar facilities within Oregon.

## **22. Errors and Omissions**

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its subconsultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials. Engineer's warranties and obligations under Sections 6, and 20-22 of this Contract shall survive the expiration or earlier termination of this Contract.

**23. Contract Performance**

Engineer and City shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer or City that has not been cured. Engineer agrees that time is of the essence under this Contract.

**24. Access to Records**

24.1 For not less than five (5) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract.

24.2 If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than five (5) years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to City and its duly authorized representatives in preparation for and during litigation.

**25. Representations and Warranties**

25.1 Engineer represents and warrants to City that:

25.1.1 Engineer has the power and authority to enter into and perform this Contract;

25.1.2 When executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its terms;

25.1.3 Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and

25.1.4 The services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions.

25.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**26. Conflicts of Interest**

Engineer agrees not to accept or perform any work for clients other than City on projects located within the City without City's prior written approval, which may be granted or withheld in City's sole discretion.

**27. City Obligations**

27.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and Task Orders. With regard to subcontractor liens, City shall furnish to Engineer, within fifteen (15) days after receipt of a written request, information necessary and relevant for Engineer to evaluate, give notice of, or enforce lien.

27.2 City shall establish and update, if necessary, overall project budgets, including engineering and construction costs.

27.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Engineer, reasonably required by the scope of a project, and agreed to by City.

27.4 City shall furnish all testing as required by law or the Contract documents.

27.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Engineer has performed requisite project management and oversight duties.

27.6 City shall provide prompt written notice to Engineer if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Engineer's design or performance under the Contract.

27.7 City shall pay Engineer in accordance with Section 3 and Exhibit D of this Contract, upon receipt of Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.

27.8 City shall report the total amount of all payments to Engineer, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

27.9 City shall guarantee access to, and make all provisions for Engineer to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.

27.10 Extra work or work on contingency tasks is not permitted unless authorized by City in writing. Failure of Engineer to secure written authorization for



extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time.

## **28. Arbitration**

- 28.1 All claims, disputes, and other matters in question between City and Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof, except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Oregon's Uniform Arbitration Act ORS 36.600 *et seq.* and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Tillamook County Circuit Court will establish rules to govern the arbitration. City shall have the sole discretion as to whether the dispute will be decided by arbitration rather than through the court process.
- 28.2 A claim by Engineer arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Engineer may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the Council has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the Council's decision being binding upon the Council and Engineer.
- 28.3 Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the other party to proceed through the courts for relief. If arbitration is allowed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modifications or appeal except to the extent permitted by Oregon law.

**29. Joinder**

Notwithstanding any contrary language in other documents or agreements related to services provided by Engineer pursuant to this Contract, including contracts for construction services, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact arising out of or related to this Contract and whose presence is required if complete relief is to be accorded. This Section applies to any and all claims, disputes, and other matters arising out of, or relating to this Contract, including but not limited those claims, disputes, and other matters subject to litigation or arbitration.

**30. Attorney Fees**

If any suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the applicable costs and disbursements. Further, if it becomes necessary for City to retain the services of an attorney to enforce any provision of this Contract without initiating litigation, Engineer agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by the losing party.

**31. Successors and Assigns; Subcontractors and Assignments**

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.

**32. Limitation of Liabilities**

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Engineer shall not be liable for any consequential damages under this Contract.

**33. Foreign Contractor**

If Engineer is not domiciled in or registered to do business in the State of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Corporations Division of the Oregon Secretary of State all information required by those agencies relative to this Contract. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the State of Oregon prior to entering into this Contract.

**34. Confidentiality**

Engineer shall maintain the confidentiality of any of City's information that has been marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's subconsultants to maintain the confidentiality of information of City.

**35. Force Majeure**

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

**36. Waivers**

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Engineer of the same or any other provision. City's consent to or approval of any act by Engineer requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Engineer, whether or not similar to the act so consented to or approved.

**37. Severability**

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

**38. Headings**

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

**39. Integration and Modification**

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

**40. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to enter into this Contract.

CITY OF ROCKAWAY BEACH	ENGINEER
By: _____	By: _____
Name: Luke Shepard	Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____
	Date: _____

## Exhibit A

### Scope of Work

#### SERVICES AND RESPONSIBILITY OF ENGINEER

- A. Services shall be provided pursuant to City Task Order requests or as otherwise requested by City in writing. When authorized by City, the specific services which the Engineer shall furnish will generally consist of, but not be limited to, the following itemized services:
1. Engineering services for municipal systems including studies, designs and construction administration.
  2. Consultation with the City Manager and staff members on specific problems related to City's facilities.
  3. Assign one person to attend meetings. Participation in meetings by other employees or subcontractors of Independent Contractor must be requested and approved in advance if the person's time is to be billed either directly or indirectly to City.
  4. Attend meetings, when requested by the City Manager, or when necessitated by project work underway.
  5. Project reviews, construction observation, and field surveying services.
  6. Miscellaneous technical services requested by the City Manager.
  7. Preparation of Federal and State Funding applications, as authorized by the City Manager.
  8. Plan review.
  9. Feasibility studies and facilities plans.
  10. Apprise City of applicable changes in state or federal law regarding engineering or design services where such changes in state and federal law directly affect Engineer's work or City's projects, and public works.
- B. Basic engineering services. When authorized by City, Engineer will provide engineering services for improvement projects. These will generally consist of, but not be limited to, the following itemized services:
1. Preparation of plans and specifications ready for a call for bids.
  2. Submit solicitations for bids or proposals to City prior to advertising and publishing for City review and authorization. No documents shall be issued in City's name without express prior written authorization from City.
  3. Tabulation of bids at bid opening, report same to City, and assist in awarding Contracts for Construction.
  4. Inform the City prior to initiating contract discussions with proposed sub-contractors.
  5. Submit subcontracts for review and approval by City, prior to execution. City retains the right in its sole discretion, to contract directly with

subcontractors.

6. General observation of the work by observation trips to the job site on a periodic basis, as agreed with City.
7. Preparation and submittal of proposed contract change orders.
8. Preparation of monthly progress payments to the Contractor.
9. Final review of the project by Engineer.
10. Final acceptance of the project by Engineer and recommendations accordingly to City.
11. Submission to City of final quantities and costs.
12. Furnish a set of "record" reproducible mylars, or other mutually agreed format suitable for long term preservation and storage.

C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required upon City's written request. Included in these services, but not limited to, are:

1. Resident observation – Provide the services of an observer, acceptable to City, as requested when contracts have been let by the City for construction. The Observer shall keep a daily diary of work progress. The Observer shall check and approve all construction work, prepare record drawings of the construction work, and prepare the monthly progress payments to the Contractor. As used in this document, the term "record drawings" means a set of documents consisting of record specifications and record drawings showing the reported location of the work. Record drawings are based on information provided by persons other than the Engineer, and the Engineer does not warrant their accuracy.
2. Redesigns – As ordered by City after final plans have been completed.
3. Appearances before courts or boards on matters of litigation related to a project.
4. Preparation of operation and maintenance manuals and cost of duplication.
5. Printing of plans and specifications.
6. Preparation of planning studies or reports, including costs of duplication.
7. Coordinating and obtaining permits and arranging agency reviews. Fees for permits or agency review are excluded from Engineer's services, and will be paid by others.
8. Miscellaneous other technical services as may be assigned and for which Engineer has qualifications and/or expertise.
9. Consultant Services – (Various technical services for which City requires Engineer to manage, monitor or direct):
  - a. Field engineering – Survey crew to stakeout construction work, provide preliminary design surveys and design land surveys. Survey crew shall furnish all necessary equipment, instruments, transportation, stakes and subsistence required for field engineering.
  - b. Soils investigations – including test borings, related analysis and

- recommendations by Engineer.
- c. Laboratory tests, well tests, borings, specialized geological, or other studies recommended by the Engineer.
- d. Other consultant services requested by City, such as mechanical, electrical, architectural, wetland, permitting and cost estimation services.

**Exhibit B**

**Task Order Form**

**Task Order No. \_\_\_**

**City of Rockaway Beach**

**Engineer Work**

**Dated:** \_\_\_\_\_

In accordance with the City Engineering Services Contract entered into between City of Rockaway Beach (City) and \_\_\_\_\_ (Engineer), dated \_\_\_\_\_, 20\_\_ (Contract), Engineer is authorized to complete the scope of work defined in this Task Order according to the schedule and budget identified herein.

**SCOPE OF WORK**

The scope of work includes: \_\_\_\_\_, as further outlined in Exhibit A to this Task Order.

**BUDGET**

The costs for Engineer's services as defined herein, including reimbursables, shall not exceed \$\_\_\_\_\_.

**COMPENSATION**

Compensation shall be paid up to the total maximum compensation set above in accordance with Section 3 of the Contract and Engineer's Schedule of Rate and Charges attached to the Contract as Exhibit E.

In accordance with Section 2.3 of the Contract, if additional funds are required to complete the services defined herein beyond the limit set above, Engineer shall notify City in writing prior to reaching the authorized limit, and will not proceed with work in excess of the limit without the prior written approval of City.

**SCHEDULE**

Work shall be initiated within \_\_\_ days of issuance of this Task Order and completed within \_\_\_ days.

**TERMS AND CONDITIONS**

All work under this Task Order is governed by the terms and conditions of the Contract, unless otherwise specifically set forth herein.



**Exhibit C**

**PUBLIC CONTRACTING CODE REQUIREMENTS  
For ORS 279C Personal Service Contract**

1. Engineer shall pay promptly, as due, all persons supplying labor or materials for the performance of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
2. Engineer shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Engineer or any Subcontractor in connection with the performance of the Contract shall promptly be paid.
3. Engineer shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Engineer and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Engineer shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Engineer shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G).
6. Pursuant to ORS 279C.520(2), the Engineer must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
7. Pursuant to ORS 279C.530(2), all employers, including Engineer, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Engineer shall ensure that each of its subcontractors complies with these requirements.

8. All sums due the State Unemployment Compensation Fund from Engineer or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
9. The Contract may be canceled at the election of City for any willful failure on the part of Engineer to faithfully perform the contract according to its terms.
10. Engineer certifies that it has not discriminated against minorities, women or emerging small business enterprises or a business enterprise that is controlled by or that employs a veteran as defined in ORS 408.225 in obtaining any required subcontractors.
11. Engineer certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
12. In the performance of this Contract, Engineer shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
13. Pursuant to City's Public Contracting Rule 137-049-0880, City may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
14. Contractor shall ensure City's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.
15. The following notice is applicable to work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."

# **REQUEST FOR PROPOSAL**

**City of Rockaway Beach**

**Engineer of Record**



**City of Rockaway Beach, Oregon**

## REQUEST FOR PROPOSALS

Pursuant to Oregon Administrative Rule (OAR) 137-048-0220, City of Rockaway Beach (City) is conducting a formal selection process for one or more individual consultants to provide Engineer of Record services as independent contractors to the City. Upcoming projects include, but are not limited to: design and project management of IFA funded Nedonna Beach Watermain replacement project; design and project management of Parks and Recreation, Drinking Water, Sewerage, Transportation and Public Facility capital improvement projects. Refer to RFP Documents for additional project submittal requirements.

The full Request for Proposals may be obtained online at <https://corb.us/bids-rfps/> or from the contact below. Questions may be sent to:

Luke Shepard, City Manager  
City of Rockaway Beach  
P.O. Box 5  
Rockaway Beach, OR 97136  
Phone: (503) 374-1752  
Email: [citymanager@corb.us](mailto:citymanager@corb.us)

Proposals will be received by the City until closing, 5:00 p.m. on January 31, 2025. Responses received after this time will be rejected as non-responsive. Proposers shall submit proposals in a sealed opaque envelope, plainly marked “**Confidential: City of Rockaway Beach City Engineer of Record Proposal**” to Luke Shepard, City Manager at the above address. Faxed and emailed proposals will be rejected as non-responsive.

## I. GENERAL INFORMATION

### A. INTRODUCTION

Pursuant to Oregon Administrative Rule (OAR) 137-048-0220, City is soliciting proposals for one or more Engineers of Record (City Engineer) to provide engineering services as independent contractors to the City. Services typically conducted by the City Engineer include, but are not necessarily limited to, the items listed in Article I.D of this RFP. Expertise is required for civil design and engineering and project management. Work shall be provided to City on an as-needed basis, as authorized by task order.

Proposers shall be licensed to practice engineering in the State of Oregon and be members in good standing with the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS). City will consider proposals from engineering firms as well as individual engineers.

### B. BACKGROUND

The City of Rockaway Beach (City) was incorporated in 1943. The current population is approximately 1,458 with an area of 1.71 square miles. City is in Tillamook County, approximately 50 miles south of Astoria, Oregon. The City Council consists of the mayor and five city councilors. The selected consultant will work under the direction of the City Manager.

Through the Public Works Department, City owns and operates various utility systems and infrastructure that serve the residents including the water system, the wastewater system, the storm drainage system, and the local street system. The Public Works Department also provides operation and maintenance for City parks, and general City-owned building maintenance.

City owns and operates a number of public facilities including the following:

- A. Water wells (3), storage reservoirs (3), water booster station (4) and distribution system of (37 miles of pipe).
- B. Surface Water Treatment Plant (UF Membrane)
- C. Wastewater collection system (30 miles of gravity/pressure pipe).
- D. Wastewater treatment plant (Activated Sludge).
- E. Public Administration Buildings (3)
- F. Storm water collection and disposal system
- G. Transportation system (40 centerline miles).
- H. Parks system, restrooms (7 parks) and community center.

### C. ANTICIPATED SELECTION SCHEDULE

City anticipates the following general timeline for its selection process. City reserves the right to change this schedule.

- |                                       |                           |
|---------------------------------------|---------------------------|
| • RFP Advertised                      | Week of January 1, 2025   |
| • Proposal Due Date                   | January 31, 2025          |
| • Initial Evaluation Scores Announced | February 7, 2025          |
| • Invited Price Information Deadline  | February 10, 2025         |
| • Selection Committee Evaluation      | Week of February 17, 2025 |
| • Interviews (if needed)              | Week of February 24, 2025 |
| • Contract Approval                   | March 12, 2025            |
| • Commencement of Contract            | March 12, 2025            |

### D. SCOPE OF SERVICES

The following statement of work describes the on-going services that the engineering firm(s) shall provide to City. These services will be assigned on an as-needed basis, via individual task orders. (See Exhibit B to the Contract attached to this RFP as Addendum A.) City will compensate the Engineer of Record for general engineering services based on standard hourly rates and a fee schedule, up to the maximum set in the issued task order. During the performance of any task order, the Engineer of Record will be available on a daily basis for consultation.

#### Standard Engineering Services

The following statement of work describes the on-going services that the engineering firms may be asked to provide to City of Rockaway Beach. These services will be assigned on an as-needed basis, via individual task orders in the form attached as Exhibit B to the Contract (attached as Addendum A). City will compensate Engineers of Record for general engineering services based on standard hourly rates and a fee schedule. During the course of any task order, an Engineer of Record is expected to be available on a daily basis for consultation.

- Assist with budgeting, planning, and rate studies;
- Suggest and comment on engineering related issues, ordinance modifications and public works design standards and construction specification modifications;
- Assist with GPS/GIS data gathering and information compilation relating to existing infrastructure;
- Work with City staff to review or complete federal, state, or county permits, applications, or agency notification;
- Work with City staff, organizations and funding agencies to help develop competitive and complete grant applications or funding proposals;
- Act as City's representative with other state, federal or local governmental agencies;

- Serve as City's representative during the review, plan approval, construction management, and project closeout phases of any development or planning project prepared by other engineers and submitted to City for approval. This includes land development projects such as subdivisions or site-specific developments;
- Present technical information to City Council and Planning Commission, any other City Council board or committee, as needed.
- Review preliminary engineering design drawings and design calculations for general conformance with state, county, and city requirements and sound engineering practices;
- Review final submitted construction plans prepared by other professionals and, after acceptance, stamp and sign the drawings as "Approved for Construction" by City Engineer;
- Attend pre-application, construction, Planning Commission, City Council or other meetings as requested by City;
- Provide detailed design and construction specifications for successful bidding and construction coordination of city infrastructure improvement and maintenance projects;
- Provide project construction observations of public improvements installed as part of private development projects. Verify general conformance with city approved construction plans and specifications;
- Provide project management, engineering design, and construction observation for City public works construction projects;
- Perform final construction observations and punch lists for completion of private developments and for City of Rockaway project sites, including review of as-built drawings, testing results, as-built certification, project closeout and initiation of the required construction warranty period;
- Perform engineering work pertaining to public records, property acquisitions, condemnations, forfeiture activities, public improvements and improvement districts, public rights of ways, easements, code enforcement, and matters relating to special assessments and public utilities;
- Prepare utility master plans feasibility studies as requested; and
- Perform additional basic engineering and special services which cannot be fully described at this time, as requested by City.
- Perform special projects, as requested by the City.

### Special Projects

For special projects, the Engineer(s) of Record shall provide a work order upon written request from City. The work order shall include a detailed proposal and scope of work, schedule, and cost proposal.

### General and Recurring Services

It is further understood that in addition to the services provided by task order, the Engineer(s) will provide certain general, recurring, and ad hoc duties including verbal and written communications with appropriate City staff or other designated individuals related

to the general operation and functioning of the City's infrastructure systems. Such inquiries for the Engineer's time shall be channeled through the Public Works Director or the City Manager, who must authorize such request prior to the City Engineer taking any action. Compensation for the Engineer's time for such work will be based on standard hourly rates and fee schedule.

## **II. PROPOSAL INSTRUCTIONS**

### **A. PROPOSAL SUBMITTAL AND DUE DATE**

Proposers shall provide two hard copies plus one electronic version (.pdf format) of proposer's proposal in a sealed envelope clearly marked: "Confidential: Rockaway Beach Engineer of Record Proposal".

Proposals shall be submitted by 5:00 p.m. on January 31, 2025 to:

Luke Shepard, City Manager  
City of Rockaway Beach  
P.O. Box 5  
Rockaway Beach, OR 97136  
Phone: (503) 374-1752  
Email: [citymanager@corb.us](mailto:citymanager@corb.us)

Proposals shall be organized as specified in Article II.E, Proposal Contents. City assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

### **B. INQUIRIES**

Questions concerning this RFP should be submitted to:

Luke Shepard, City Manager  
City of Rockaway Beach  
P.O. Box 5  
Rockaway Beach, OR 97136  
Phone: (503) 374-1752  
Email: [citymanager@corb.us](mailto:citymanager@corb.us)

### **C. RESERVATION OF RIGHTS**

City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation



criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in City's sole judgment, it is in City's best interest to do so; 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP; and 8) award to one or more qualified proposer(s).

#### **D. PROTESTS**

Proposers are directed to the protest procedures contained in OAR 137-048-0240.

#### **E. PROPOSAL CONTENTS**

##### **1. Proposal Submittal.**

Proposals shall be limited to no more than 15 single sided pages, not including covers, divider pages, or resumes. Proposals should be prepared in generally the following format and shall include, at a minimum, the following items:

- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Qualifications:
  - Name and qualifications of the individual who will serve as City Engineer;
  - The names of professional persons who will assist City Engineer in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities. City is interested in professionals with experience serving small governmental entities and especially serving comparable size cities; and
  - Specifically address proposer's familiarity with laws and regulations governing stormwater and transportation systems, including operations, construction and maintenance of City's current systems.
- Description of Proposer's expertise in the following areas:
  - Civil, Electrical, Mechanical and Transportation Engineering;
  - Well groundwater pumps and water distribution systems;
  - Municipal ground/surface water rights acquisition and maintenance of;
  - Pump station and gravity wastewater collection systems;
  - Activated Sludge wastewater treatment with bio-bag sludge disposal;
  - WPCF and NPDES permit regulations and compliance;
  - Municipal transportation systems involving state and federal highways;
  - Road maintenance techniques and applications;
  - Oregon land use law/planning and development related infrastructure issues;
  - Public improvement contracting and administration;
  - Contract law and intergovernmental agreements;
  - Public Utility billing operations and maintenance;
  - Public finance and infrastructure financing;
  - Knowledge of System Development Charges, methodology including reimbursement.

- Explanation of proposer's workload capacity and level of experience commensurate with the level of service required by the City;
- Explanation of proposer's facilities and availability of support staff;
- Proof of Insurance of \$2 million professional liability insurance and \$2 million comprehensive and automobile liability insurance. Proof of coverage by Workers' Compensation Insurance or exemption;
- A list of at least three references from government clients of similar size for whom similar services have recently been provided. (For all references, please include names, phone numbers, and description of work performed);
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any subconsultants;
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy;
- Confirmation that the proposer is a civil engineer licensed to work in the State of Oregon; and
- A discussion of Proposer's use of local resources and community involvement.

## 2. Price Information.

A Proposer may be requested by City to provide pricing policies, rates, and other cost information (collectively, Price Information). Price Information shall not be submitted as part of a proposal, but shall be submitted only when requested by City. Proposers should refer to Section III.B for information on Price Information and associated evaluation procedures.

## **F. PUBLIC RECORDS**

All proposals submitted are the property of City, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after City has awarded and executed an Engineer of Record Contract. Thereafter, except for information marked "Proprietary," all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Oregon Public Records law.

## **G. COSTS**

Proposers responding to this RFP do so solely at their own expense.

### III. PROPOSAL EVALUATION

#### A. MINIMUM QUALIFICATIONS

City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- A Civil Engineer licensed to work in the State of Oregon;
- Ability to provide the engineering work needed by City to the standards required by the City, County, and State;
- Has the financial resources for the performance of the desired engineer services, or the ability to obtain such resources; and
- An Equal Opportunity Employer and otherwise qualified by law to enter into the attached Engineering Service Contract.
- Familiarity with Rockaway Beach or similar sized Cities in the region.

#### B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	<b>Maximum Points</b>
<b>Phase I:</b>	
1) Specialized experience in the type of work to be performed, specifically including work for a city of similar size.	<b>(50)</b>
2) Qualifications and experience of the staff assigned by proposer to perform these services.	<b>(40)</b>
3) Past experience of proposer and project team members with relevant county, state, and federal regulatory and funding agencies.	<b>(30)</b>
4) Quality of proposed scope of work, including the proposed management techniques and practices for City service needs.	<b>(20)</b>
5) Familiarity with the City and City locale.	<b>(20)</b>
6) Distance from City.	<b>(30)</b>
7) Availability and capability to perform the engineering services	<b>(25)</b>

described in this RFP on an ongoing basis.

- |                             |      |
|-----------------------------|------|
| 8) References.              | (15) |
| 9) Interview (if conducted) | (25) |

**SUBTOTAL: 255 Points**

Phase II:

- |                    |      |
|--------------------|------|
| Price Information. | (45) |
|--------------------|------|

<b>Maximum Total Points</b>	<b>300</b>
-----------------------------	------------

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### C. SELECTION

City is using a qualification-based selection (QBS) process, which includes consideration of price information, as allowed for contracts anticipated to exceed \$100,000 pursuant to ORS 279C.110(5). Phase I will consist of an initial evaluation of all proposers and selection of up to three (3) of the most qualified candidates will be made without regard to the price of the services. If City does not cancel this RFP, after selecting up to three (3) of the most qualified candidates, City may request Price Information for those top-ranked Proposers, based upon the total score from the initial evaluation.

City will conduct a Phase II Evaluation, as follows:

1. The submittal requirements for the price of the Phase II only apply to a Proposer that receives a request for Price Information following City's evaluation and scoring of Proposals from Phase I;
2. The Price Information may receive up to a maximum of 45 points, giving it a weight of 15 percent in the total evaluation of each Phase II Proposer;
3. If requested to provide Price Information, a Proposer must submit the Price Information to City within five (5) business days of the date of the City's request. City may disqualify a Proposer for a late submission of the Price Information;
4. Pursuant to ORS 279C.110(5)(c)(A), the Price Information shall consist of a schedule of hourly rates that the Proposer will charge for the work of each individual or each labor classification that will perform the professional services required for Project, in the form of an offer that is irrevocable for not less than ninety (90) days after the date of the proposal; and
5. Pursuant to ORS 279C.110(5)(c)(B), City requests the Price Information also include:

- a. A list of each individual or labor classification that will perform each Project task, together with the hourly rate that applies to the individual or labor classification; and
  - b. A list of expenses, including travel expenses, that the Proposer expects to incur in connection with completing professional services.
6. A Phase II Proposer requested to provide Price Information may withdraw from consideration for this RFP if the Proposer does not wish to provide a price proposal.
  7. City may interview any Phase II Proposer, but it is not required to interview all Proposers. In an interview the Proposer may be allowed to expand upon information contained in the pricing proposal.

The evaluation committee will consist of three members. Each member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. City reserves the right to interview one or more of the highest ranked candidates by telephone or in person. Upon completion of its evaluation process, the evaluation committee may either recommend a firm to be appointed as Engineer of Record.

If the City does not cancel the RFP after receipt of the evaluation committee's scoring results and recommendation, City will begin negotiating a contract with the highest-ranking candidates. City shall direct negotiations toward obtaining written agreement on the Engineers' performance obligations, fees, rates, and a payment methodology that is fair and reasonable to City, and any other provisions City believes to be in City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to City, City shall, either orally or in writing, formally terminate negotiations with the selected candidate. City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or City terminates this RFP.

It is the desire of City to have a new Engineer of Record contract in place no later than March 12, 2025.

#### **D. CONTRACT**

City desires to enter into one or more professional services agreement(s) in the form attached, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected proposer(s) are expected to sign the attached written agreement, which will incorporate this RFP and awardee's proposal. Submittal of a proposal indicates a

proposer's agreement with and intent to be bound by the terms of the attached contract. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms City chooses to negotiate, in City's sole discretion.

City anticipates payment for services on an hourly basis and reserves the right to negotiate a compensation package that is fair and reasonable to City, as determined solely by City.

City plans to enter into a three (3) year agreement, which thereafter may be extended upon written consent of both parties for up to two (2) additional two (2) year terms.

The agreement requires that awardee will comply with all applicable federal and state laws, rules and regulations.

**The City of Rockaway Beach is an Equal  
Opportunity/Affirmative  
Action Employer  
Women, Minorities, Disabled Persons and Veterans  
are encouraged to apply**

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED  
OR REVOKED WITHOUT NOTICE.

Addendum A:        Engineering Services Contract

## **CITY OF ROCKAWAY BEACH CITY ENGINEERING SERVICES CONTRACT**

This Contract is by and between City of Rockaway Beach (“City”) and \_\_\_\_\_ (“Engineer”) for the performance of general city engineering services for City, on an as needed basis.

### **A. RECITALS**

City has conducted a formal solicitation for proposals from engineering firms pursuant to Oregon Administrative Rule Division 48.

Engineer submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified engineer, best suited to meet City’s needs pursuant to the RFP criteria.

City has awarded this contract to Engineer.

### **B. CONTRACT EXHIBITS**

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Task Order Form
- Exhibit C – Oregon Personal Services Public Contracting Code Requirements
- Exhibit D – Request for Proposal
- Exhibit E – Engineer’s Proposal and Schedule of Rates and Charges

In the event of a conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibit B, C, A, D, then Exhibit E, in that order.

### **C. AGREEMENT**

#### **1. Term and Authorization to Proceed**

- 1.1 The term of this Contract shall be from its execution to March 12, 2028, for an initial three (3) year term. Thereafter, it may be extended for up to two (2) additional two (2) year terms upon written consent of both parties. Such extension(s) will consider adjustment to Engineer’s schedule of charges attached within Exhibit E to this Contract.
- 1.2 Execution of this Contract by the parties authorizes Engineer to proceed with the work under the provisions of this Contract, upon issuance of one or more written task work orders by City.

## **2. Scope of Work**

- 2.1 Engineer shall provide all services and deliver all materials as specified in the attached Exhibits A through E, which are hereby incorporated into this Contract by this reference, and as may be described by future task work order or addenda to this Contract.
- 2.2 Engineer will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered.
- 2.3 **Task Orders.** Except for general and recurring services, task orders in the form attached as Exhibit B shall be used as the sole basis to authorize all Work related to this Agreement. Task orders are subject to all terms of this Contract and shall establish the assigned Scope of Work, delivery schedule, and total compensation that reflects an identified payment methodology, the rates set in Exhibit E, hours, and includes any reimbursables. Task orders that do not meet these requirements shall not bind the parties and no further compensation will be paid for any Work performed.

City shall have the right to request Work outside the scope of any task order to this Contract and to cancel a portion of the Work at any time. A task order amendment shall set compensation for all additional Work requested and a reduction thereto, in the event City cancels Work. City shall not be liable for profits lost due to cancelled Work. Engineer shall perform no Work outside the scope of any task order to this Contract until the parties have signed a modification to the task order that describes the Work and contains the terms of payment. Engineer shall not be entitled to payment for Work outside the scope of a task order, unless the parties signed a modification to the task order before Engineer performed that Work. Engineer shall not make modifications to the task orders or standard terms and conditions of this Contract except in writing, signed by both parties.

## **3. Compensation**

- 3.1 **Compensation.** For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit E.
- 3.2 **Invoices.**
  - a. Invoices for services of Engineer shall be billed to City on a time and materials basis in summary form, itemized by projects and/or Task Orders, on or about the end of the first full business week of each month, for all services performed through the last day of the previous month.



- b. Engineer will provide in its invoices a detailed description of hours billed to assist City in correctly allocating costs to separate projects, or may modify the billing statement into a format that is agreeable to both parties. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

### 3.3 Payments.

- a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

## 4. Engineer Is an Independent Contractor

- 4.1 Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Engineer's completed work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work.
- 4.2 Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under this Contract and will not have any amounts withheld by City to cover Engineer's tax obligations.
- 4.3 Engineer is not eligible for any City fringe benefit plans.
- 4.4 No Authority to Bind City. Engineer shall have no authority to enter into contracts on behalf of City, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.

**5. Notices**

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City: Luke Shepard, City Manager  
City of Rockaway Beach  
P.O. Box 5  
Rockaway Beach, OR 97136  
Phone: (503) 374-1752  
Email: [citymanager@corb.us](mailto:citymanager@corb.us)

Engineer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**6. Indemnification**

Engineer shall indemnify, hold harmless, and defend City and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Engineer's negligent performance and/or fault of Engineer, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Engineer, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Engineer shall defend City from claims covered under this Section at Engineer's sole cost and expense until such time: (1) as an arbitration panel or a court of competent jurisdiction determines that City is liable in whole or in part for the loss or claim caused by City's negligence; or (2) until City and Engineer mutually agree to allocate the liability.

Engineer's indemnification obligations under this Section 6 shall survive the expiration or earlier termination of this Contract.

## 7. Insurance Requirements

7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Occurrence Form Commercial General Liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

\$2,000,000 – each occurrence (bodily injury)  
\$4,000,000 – general aggregate  
\$1,000,000 – property damage, contractual, etc.  
\$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this Contract. (Proof of coverage will be attached to this Contract).

- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident. (Proof of coverage will be attached to this Contract).
- c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence. (Proof of coverage will be attached to this Contract).
- d. Professional Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence. Such policy will be either on a claims made basis and will have an extended claims reporting period of five (5) years after final completion or on an occurrence basis. (Proof of coverage will be attached to this Contract).
- e. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis instead of an occurrence basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

- 7.3 Policies shall provide that City, its Council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and Section 7.1(b) and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own. City shall procure and maintain general liability insurance during the full term of this contract which provides insurance coverage up to the limits of the Oregon Tort Claims Act, in connection with any actions suit, or claim from any third party caused by City's negligent acts, omissions, activities or services by City or its officers, employees or agents.
- 7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract if the loss, damage or destruction is due to the City's negligence or fault.
- 7.6 All policies of insurance shall be issued by good, responsible companies that are qualified to do business in the State of Oregon and listed by A.M. Best as an A- VIII or above.
- 7.7 Engineer shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Engineer shall furnish City with executed copies of such policies of insurance. Engineer shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

## **8. Workers' Compensation**

- 8.1 Engineer, its subconsultants, 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 subject workers.
- 8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify City for any liability incurred by City as a result of Engineer's breach of the warranty under this Section.

**9. Hours of Employment**

Engineer shall comply with all applicable state and federal laws regarding employment.

**10. Assignment**

Engineer may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may not be withheld in City's sole discretion. Engineer may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. Engineer's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

**11. Labor and Material**

Engineer shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

**12. Ownership of Work and Documents**

12.1 Ownership of Work, Unauthorized Use of Work. All work performed by Engineer and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any engineering documents furnished to City by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

**12.2 Intellectual Property.**

- a. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in City, except for work exempted by Section 12.2.b below. Upon request, Engineer shall execute any assignment or other documents necessary to give effect to this Section. Engineer will retain a nonexclusive right to use intellectual property vested in City as part of this Contract.
- b. Engineer shall retain all intellectual property rights (including but not limited to copyrights and/or patents of any type) for work completed

by Engineer prior to execution of this Contract, or completed for other clients or outside of the scope of this Contract. This includes but is not limited to design elements developed on previous projects, as well as standard contract documents, standard specifications, design standards manuals, standard details or other standard documents, details or drawings developed prior to execution of or outside the scope of this Contract.

- c. City will retain a nonexclusive right to utilize documents and materials provided to City by Engineer which are excluded under Section 12.2.b, but shall not profit from such use, and shall not provide these documents or materials for use by other jurisdictions without authorization from Engineer.

### **13. Termination or Suspension for Convenience**

- 13.1 This Contract may be terminated or suspended by mutual consent of the parties upon written notice.
- 13.2 In addition, City may terminate or suspend all or part of this Contract upon determining that such action is in the best interest of City by giving seven (7) days' prior written notice, without waiving any claims or remedies it may have against Engineer.
- 13.3 Upon termination under this Section, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Engineer. Only if previously approved in writing by City will City pay Engineer's reasonable costs actually incurred in the orderly closing out of specific work tasks or projects underway under this Contract. Pursuant to this Section, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and any previously approved Contract closeout costs actually incurred by Engineer. City shall not be liable for any costs invoiced later than thirty (30) days after termination, unless Engineer can show good cause beyond its control for the delay.

### **14. Termination or Suspension for Cause**

- 14.1 City may terminate or suspend this Contract effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:
  - a. If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- c. If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

## **15. Termination for Default**

- 15.1 If City fails to perform in the manner called for in this Contract or if City fails to comply with any other provisions of the Contract, Engineer may terminate this Contract for default after giving City the notice and opportunity to cure required by this Section. Prior to termination for default, Engineer must give City written notice of the breach and of Engineer's intent to terminate. If City has not entirely cured the breach within fifteen (15) days of the date of the notice, then Engineer may terminate the Contract at any time thereafter by giving a written notice of termination.
- 15.2 If Engineer fails to perform in the manner called for in this Contract or if Engineer fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be affected by serving a notice of termination on Engineer setting forth the manner in which Engineer is in default. Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract. Upon termination under Section 15.1, Engineer shall be entitled to payment in accordance with the terms under Section 13.3.

## **16. Remedies**

In the event of termination or breach of this Contract the parties shall have the following remedies:

- 16.1 Any suspension of performance under Sections 13 or 14 of this Contract constitutes a temporary stoppage of performance of the Contract and does not constitute a termination of the Contract under those Sections. In the event that the condition(s) causing the suspension are rectified and suspension is no longer required, the Parties will take all actions necessary to reactivate performance of the Contract within seven (7) calendar days from written notice to resume. In the event that City determines that the conditions causing suspension of the Contract are not likely to be rectified in a reasonable amount of time, City retains the right to terminate this Contract, pursuant to Sections 13 or 14. In the event of a suspension of performance pursuant to Sections 13 or 14, Engineer agrees to

remain contractually obligated to perform the Services under this Contract for the same compensation set forth in Section 3, "Compensation," of this Contract and any applicable Task Order for six months. If the Contract is reactivated and Engineer is required to perform under this Contract beyond this date or such other time period agreed to by the Parties, the Parties may negotiate updated hourly rates for Engineer and any Consultants and amend this Contract accordingly.

- 16.2 If terminated under Section 15 by City due to a breach by Engineer, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to City the amount of the reasonable excess.
- 16.3 In addition to the above remedies for a breach by Engineer, City also shall be entitled to any other equitable and legal remedies that are available.
- 16.4 If City breaches this Contract, Engineer's remedy shall be limited to termination of this Contract and receipt of Contract payments to which Engineer is entitled.
- 16.5 City shall not be liable for any indirect, incidental, consequential, or special damages under this Contract or any damages arising solely from terminating this Contract in accordance with its terms.
- 16.6 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by City, Engineer shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

## **17. Nondiscrimination**

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.



**18. Governing Law; Jurisdiction; Venue**

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Engineer that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Tillamook County for the State of Oregon; provided, however, if a 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. ENGINEER, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

**19. Compliance with Laws and Regulations**

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Engineer expressly agrees to comply with: (i) ORS 659A.142; and (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit C and incorporated herein by this reference. Engineer, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

**20. Experience, Capabilities and Resources; Standard of Care**

By execution of this Contract, Engineer agrees that:

- 20.1. Engineer is an experienced engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.
- 20.2. Engineer has the capabilities and resources necessary to perform the obligations of this Contract.
- 20.3. Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Engineer shall be prepared in accordance with the

standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

- 20.4 City selected Engineer for award of this Agreement because of the special qualifications of Engineer's key personnel identified in Exhibit D (Key Personnel). Engineer must obtain City's consent prior to replacing any Key Personnel assigned to perform or support the work specified in this Agreement. In the event Engineer requests that City approve a reassignment or transfer of the Key Personnel, City shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).

## **21. Drawings, Specifications and Other Documents**

Engineer hereby agrees that it will, in a manner consistent with its standard of care defined above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility. As used in this Section 21:

- 1) "structurally sound" means that the facility has been designed and engineered to meet all code standards required of this project by the authority having jurisdiction; and
- 2) "complete and properly functioning facility" means that the facility has been designed, utilizing the Standard of Care, to meet industry standards for similar facilities within Oregon.

## **22. Errors and Omissions**

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its subconsultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials. Engineer's warranties and obligations under Sections 6, and 20-22 of this Contract shall survive the expiration or earlier termination of this Contract.

**23. Contract Performance**

Engineer and City shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer or City that has not been cured. Engineer agrees that time is of the essence under this Contract.

**24. Access to Records**

24.1 For not less than five (5) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract.

24.2 If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than five (5) years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to City and its duly authorized representatives in preparation for and during litigation.

**25. Representations and Warranties**

25.1 Engineer represents and warrants to City that:

25.1.1 Engineer has the power and authority to enter into and perform this Contract;

25.1.2 When executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its terms;

25.1.3 Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and

25.1.4 The services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions.

25.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**26. Conflicts of Interest**

Engineer agrees not to accept or perform any work for clients other than City on projects located within the City without City's prior written approval, which may be granted or withheld in City's sole discretion.

**27. City Obligations**

- 27.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and Task Orders. With regard to subcontractor liens, City shall furnish to Engineer, within fifteen (15) days after receipt of a written request, information necessary and relevant for Engineer to evaluate, give notice of, or enforce lien.
- 27.2 City shall establish and update, if necessary, overall project budgets, including engineering and construction costs.
- 27.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Engineer, reasonably required by the scope of a project, and agreed to by City.
- 27.4 City shall furnish all testing as required by law or the Contract documents.
- 27.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Engineer has performed requisite project management and oversight duties.
- 27.6 City shall provide prompt written notice to Engineer if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Engineer's design or performance under the Contract.
- 27.7 City shall pay Engineer in accordance with Section 3 and Exhibit D of this Contract, upon receipt of Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.
- 27.8 City shall report the total amount of all payments to Engineer, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 27.9 City shall guarantee access to, and make all provisions for Engineer to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.
- 27.10 Extra work or work on contingency tasks is not permitted unless authorized by City in writing. Failure of Engineer to secure written authorization for

extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time.

## **28. Arbitration**

- 28.1 All claims, disputes, and other matters in question between City and Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof, except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Oregon's Uniform Arbitration Act ORS 36.600 *et seq.* and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Tillamook County Circuit Court will establish rules to govern the arbitration. City shall have the sole discretion as to whether the dispute will be decided by arbitration rather than through the court process.
- 28.2 A claim by Engineer arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Engineer may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the Council has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the Council's decision being binding upon the Council and Engineer.
- 28.3 Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the other party to proceed through the courts for relief. If arbitration is allowed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modifications or appeal except to the extent permitted by Oregon law.

**29. Joinder**

Notwithstanding any contrary language in other documents or agreements related to services provided by Engineer pursuant to this Contract, including contracts for construction services, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact arising out of or related to this Contract and whose presence is required if complete relief is to be accorded. This Section applies to any and all claims, disputes, and other matters arising out of, or relating to this Contract, including but not limited to those claims, disputes, and other matters subject to litigation or arbitration.

**30. Attorney Fees**

If any suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the applicable costs and disbursements. Further, if it becomes necessary for City to retain the services of an attorney to enforce any provision of this Contract without initiating litigation, Engineer agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by the losing party.

**31. Successors and Assigns; Subcontractors and Assignments**

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.

**32. Limitation of Liabilities**

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Engineer shall not be liable for any consequential damages under this Contract.

**33. Foreign Contractor**

If Engineer is not domiciled in or registered to do business in the State of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Corporations Division of the Oregon Secretary of State all information required by those agencies relative to this Contract. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the State of Oregon prior to entering into this Contract.

**34. Confidentiality**

Engineer shall maintain the confidentiality of any of City's information that has been marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's subconsultants to maintain the confidentiality of information of City.

**35. Force Majeure**

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

**36. Waivers**

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Engineer of the same or any other provision. City's consent to or approval of any act by Engineer requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Engineer, whether or not similar to the act so consented to or approved.

**37. Severability**

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

**38. Headings**

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

**39. Integration and Modification**

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

**40. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to enter into this Contract.

CITY OF ROCKAWAY BEACH	ENGINEER
By: _____	By: _____
Name: Luke Shepard	Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____
	Date: _____



## Exhibit A

### Scope of Work

#### SERVICES AND RESPONSIBILITY OF ENGINEER

- A. Services shall be provided pursuant to City Task Order requests or as otherwise requested by City in writing. When authorized by City, the specific services which the Engineer shall furnish will generally consist of, but not be limited to, the following itemized services:
1. Engineering services for municipal systems including studies, designs and construction administration.
  2. Consultation with the City Manager and staff members on specific problems related to City's facilities.
  3. Assign one person to attend meetings. Participation in meetings by other employees or subcontractors of Independent Contractor must be requested and approved in advance if the person's time is to be billed either directly or indirectly to City.
  4. Attend meetings, when requested by the City Manager, or when necessitated by project work underway.
  5. Project reviews, construction observation, and field surveying services.
  6. Miscellaneous technical services requested by the City Manager.
  7. Preparation of Federal and State Funding applications, as authorized by the City Manager.
  8. Plan review.
  9. Feasibility studies and facilities plans.
  10. Apprise City of applicable changes in state or federal law regarding engineering or design services where such changes in state and federal law directly affect Engineer's work or City's projects, and public works.
- B. Basic engineering services. When authorized by City, Engineer will provide engineering services for improvement projects. These will generally consist of, but not be limited to, the following itemized services:
1. Preparation of plans and specifications ready for a call for bids.
  2. Submit solicitations for bids or proposals to City prior to advertising and publishing for City review and authorization. No documents shall be issued in City's name without express prior written authorization from City.
  3. Tabulation of bids at bid opening, report same to City, and assist in awarding Contracts for Construction.
  4. Inform the City prior to initiating contract discussions with proposed sub-contractors.
  5. Submit subcontracts for review and approval by City, prior to execution. City retains the right in its sole discretion, to contract directly with

subcontractors.

6. General observation of the work by observation trips to the job site on a periodic basis, as agreed with City.
7. Preparation and submittal of proposed contract change orders.
8. Preparation of monthly progress payments to the Contractor.
9. Final review of the project by Engineer.
10. Final acceptance of the project by Engineer and recommendations accordingly to City.
11. Submission to City of final quantities and costs.
12. Furnish a set of "record" reproducible mylars, or other mutually agreed format suitable for long term preservation and storage.

C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required upon City's written request. Included in these services, but not limited to, are:

1. Resident observation – Provide the services of an observer, acceptable to City, as requested when contracts have been let by the City for construction. The Observer shall keep a daily diary of work progress. The Observer shall check and approve all construction work, prepare record drawings of the construction work, and prepare the monthly progress payments to the Contractor. As used in this document, the term "record drawings" means a set of documents consisting of record specifications and record drawings showing the reported location of the work. Record drawings are based on information provided by persons other than the Engineer, and the Engineer does not warrant their accuracy.
2. Redesigns – As ordered by City after final plans have been completed.
3. Appearances before courts or boards on matters of litigation related to a project.
4. Preparation of operation and maintenance manuals and cost of duplication.
5. Printing of plans and specifications.
6. Preparation of planning studies or reports, including costs of duplication.
7. Coordinating and obtaining permits and arranging agency reviews. Fees for permits or agency review are excluded from Engineer's services, and will be paid by others.
8. Miscellaneous other technical services as may be assigned and for which Engineer has qualifications and/or expertise.
9. Consultant Services – (Various technical services for which City requires Engineer to manage, monitor or direct):
  - a. Field engineering – Survey crew to stakeout construction work, provide preliminary design surveys and design land surveys. Survey crew shall furnish all necessary equipment, instruments, transportation, stakes and subsistence required for field engineering.
  - b. Soils investigations – including test borings, related analysis and

- recommendations by Engineer.
- c. Laboratory tests, well tests, borings, specialized geological, or other studies recommended by the Engineer.
- d. Other consultant services requested by City, such as mechanical, electrical, architectural, wetland, permitting and cost estimation services.

**Exhibit B**

**Task Order Form**

**Task Order No. \_\_\_\_**

**City of Rockaway Beach**

**Engineer Work**

**Dated:** \_\_\_\_\_

In accordance with the City Engineering Services Contract entered into between City of Rockaway Beach (City) and \_\_\_\_\_ (Engineer), dated \_\_\_\_\_, 20\_\_ (Contract), Engineer is authorized to complete the scope of work defined in this Task Order according to the schedule and budget identified herein.

**SCOPE OF WORK**

The scope of work includes: \_\_\_\_\_, as further outlined in Exhibit A to this Task Order.

**BUDGET**

The costs for Engineer's services as defined herein, including reimbursables, shall not exceed \$\_\_\_\_\_.

**COMPENSATION**

Compensation shall be paid up to the total maximum compensation set above in accordance with Section 3 of the Contract and Engineer's Schedule of Rate and Charges attached to the Contract as Exhibit E.

In accordance with Section 2.3 of the Contract, if additional funds are required to complete the services defined herein beyond the limit set above, Engineer shall notify City in writing prior to reaching the authorized limit, and will not proceed with work in excess of the limit without the prior written approval of City.

**SCHEDULE**

Work shall be initiated within \_\_\_\_ days of issuance of this Task Order and completed within \_\_\_\_ days.

**TERMS AND CONDITIONS**

All work under this Task Order is governed by the terms and conditions of the Contract, unless otherwise specifically set forth herein.

**Exhibit C****PUBLIC CONTRACTING CODE REQUIREMENTS  
For ORS 279C Personal Service Contract**

1. Engineer shall pay promptly, as due, all persons supplying labor or materials for the performance of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
2. Engineer shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Engineer or any Subcontractor in connection with the performance of the Contract shall promptly be paid.
3. Engineer shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Engineer and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Engineer shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Engineer shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G).
6. Pursuant to ORS 279C.520(2), the Engineer must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
7. Pursuant to ORS 279C.530(2), all employers, including Engineer, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Engineer shall ensure that each of its subcontractors complies with these requirements.

8. All sums due the State Unemployment Compensation Fund from Engineer or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
9. The Contract may be canceled at the election of City for any willful failure on the part of Engineer to faithfully perform the contract according to its terms.
10. Engineer certifies that it has not discriminated against minorities, women or emerging small business enterprises or a business enterprise that is controlled by or that employs a veteran as defined in ORS 408.225 in obtaining any required subcontractors.
11. Engineer certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
12. In the performance of this Contract, Engineer shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
13. Pursuant to City's Public Contracting Rule 137-049-0880, City may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
14. Contractor shall ensure City's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.
15. The following notice is applicable to work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."

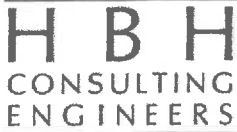
**Exhibit D**

**Request for Proposal**

**Exhibit E**

**Engineer's Proposal**





501 E First Street  
Newberg, Oregon 97132  
phone 503-554-9553  
fax 503-537-9554

January 30, 2025

Luke Shepard  
City Manager  
City of Rockaway Beach  
276 Hwy 101 S  
Rockaway Beach, OR 97136

Dear Mr. Shepard and Evaluation Committee Members,

HBH Consulting Engineers, Inc. is pleased to provide this proposal for City Engineer of Record (EOR) Services for the City of Rockaway Beach.

Our engineers have significant experience in providing professional engineering services for capital improvement projects. This largely includes projects where HBH is the design engineer, construction manager, and overall project manager. This also includes projects where we represent our municipal clients, acting as their City Engineer of Record.

HBH has been serving as the City Engineer of Record since 2004. Matt Del Moro joined HBH in 2016 and nearly immediately began working with Rockaway in a limited capacity. In 2018, Matt's responsibilities in providing engineering services for the City began to grow, before taking over as the primary point of contact for Rockaway in 2022. As such, Rockaway has always been Matt's top priority, and the community has carved out a special place in his life.

HBH serves as the City Engineer of Record for the City of Junction City, City of Detroit, City of Idanha, Oceanside Water District, Beaver Water District, Netarts Water District, Vineyard Mountain Water District, and Neskowin Water District. We also provide On-Call Professional Engineering Services for the City of Hood River, City of Newberg, City of Lincoln City, City of Happy Valley, and the City of Newport. In our capacity as EOR, we have provided design of the Old Growth Forest Trail, Anchor Street Park, Wayside Park Improvements & Beach Access, and several other studies and capital projects. HBH has the resources and manpower to complete the work required by the City.

As a small, Oregon-based firm, we offer a personal relationship with the City while providing a highly qualified project team comparable to our larger competitors. Our following proposal will show a wealth of experience with professional engineering services for capital improvement projects.

HBH has read and will sign the City Engineering Services Agreement without changes as included in the RFP. Matthew Del Moro, PE, Robert Henry, PE, and Andrey Chernishov, PE, are all authorized to sign contracts for the firm. Matt will be the City Engineer, Project Manager, and main contact for any correspondence, negotiations, contracts, and amendments. At a minimum, all terms, conditions, and scope of services are hereby included within our proposal. Should you have any questions, please do not hesitate in contacting us directly at (503) 554-9553. We welcome the opportunity to discuss any aspect of our firm.

Sincerely,  
HBH Consulting Engineers, Inc.

A handwritten signature in black ink, appearing to read 'Matt Del Moro', written over a horizontal line.

Matthew Del Moro, PE; Secretary/Treasurer/Principal/Project Manager  
ph: 503-554-9553 | fax: 503-537-9554  
email: [mdelmoro@hbh-consulting.com](mailto:mdelmoro@hbh-consulting.com)



# Proposal for Engineering Services City of Rockaway Beach ENGINEER OF RECORD

## INTRODUCTION

HBH Consulting Engineers, Inc. is pleased to submit the following Proposal to provide City Engineering Services to the City of Rockaway Beach. The professional engineers at HBH have collectively provided decades of City Engineering services to communities across the State of Oregon, with an emphasis on the Northern Coast. HBH has served as Rockaway’s City Engineer of Record for 20 years. We hope to continue to provide excellent work as your engineer in the future.

The following individuals are authorized representatives of HBH Consulting Engineers, Inc. and may represent HBH in negotiating and signing any agreement which may result from this Proposal: Matthew C. Del Moro, PE, Robert M. Henry, PE, and Andrey R. Chernishov, PE

## QUALIFICATIONS & KEY PERSONNEL

### Company Background

HBH Consulting Engineers, Inc. was incorporated in 1997 with the goal of offering a higher level of engineering services to our clients. Over the past 27 years, HBH has proven to provide excellent service and assistance to small and mid-sized communities in several fields, including infrastructure planning, design, and construction management; funding assistance; regulatory compliance; and general technical support. In our approach to this work, we have coordinated our efforts with the needs of our clients and the requirements of regulatory agencies to develop cost-effective and innovative solutions within budget and on schedule.

- HBH has performed the duties of Engineer of Record for more than 20 Oregon communities.
- Collectively, our proposed team members have over 100 years of experience in providing water, wastewater, transportation, and stormwater engineering services.
- We have extensive experience and knowledge of State and Federal funding programs. We have attended numerous One-Stop meetings and have an excellent record in submitting top ranking funding applications. As the vast majority of our clients are smaller communities, we provide funding management and project compliance from planning through construction completion.
- We have an excellent working relationship with State and Federal regulatory agencies including Oregon Department of Environmental Quality, OHA Drinking Water Program, Oregon Department of Transportation, Oregon Department of State Lands, US Environmental Protection Agency, US Army Corps of Engineers, and many others.

Current Engineer of Record
Rockaway Beach (since 2004)
Detroit (since 2006)
Junction City (since 2013)
Oceanside Water District (since 2013)
Beaver Water District (since 2013)
Idanha (since 2013)
Netarts Water District (since 2021)
Vineyard Mountain Water District (since 2021)
Neskowin Water District (since 2024)
Chehalem Springs Water District (since 2017)
Hood River Development Review Engineer (since 2020)

### Key Personnel, Proposed Roles, & Availability

HBH Consulting Engineers employs eleven engineering staff with additional administration available. Our subconsultants provide additional support on highly specialized projects. Below is a list of key staff, their proposed roles, and their qualifications. Additional staff will be made available to support the City if deemed necessary as Rockaway Beach remains a top priority.

**Matt Del Moro, PE (Oregon License #93836PE)****City Engineer/Principal in Charge | Availability: 600 hours committed; 900 hours available**

Matt has eight years of experience working with Rockaway Beach. He is currently the Engineer of Record for the Neskowin Water District and Vineyard Mountain Water Improvement District. Recently, Matt assisted in the design of three and a quarter miles of water distribution piping improvements for the City of Detroit and served as the Project Engineer and Project Manager for the City of Idanha Water System Improvements Project. This project was funded through the Community Development Block Grant Program and consisted of a complete overhaul to the City's water system, upgrading nearly one mile of six- and eight-inch PVC distribution piping, 1,100 feet of raw water transmission main, and installed a new ultrafiltration water treatment plant utilizing membrane technology.



In 2016, Matt assisted in guiding the Southern Flow Corridor project through construction. The project was a joint project for Tillamook County and the Port of Tillamook Bay that aimed to reduce flooding on Hwy 101 by removing existing levees and creating new setback levees to reestablish old tidal estuary in Tillamook Bay. This project went on to win a grand award from the American Council of Engineering Companies (ACEC) for innovative design and impacts to the community.

Working with Rob Henry and the Port of Tillamook Bay, Matt assisted in designs dechlorination and ammonia treatment

improvements for the Port's wastewater treatment plant to help maintain NPDES permit compliance. Additionally, Matt worked closely with DEQ to establish a sampling and biosolids management plan for the Port of Tillamook Bay to assist them in the safe removal and disposal of biosolids from their lagoons. Matt also authored a feasibility study for the City of Lincoln City to evaluate alternatives to address new NPDES permit limits relating to discharge temperature, copper, and zinc.

**Robert Henry, PE (Oregon License #19191)****Assistant City Engineer/Water and Wastewater Specialist | Availability: 100 hours committed; 250 hours available**

Rob will act as the Assistant City Engineer of Record. In this role, he will work closely with the City Engineer to ensure the City's needs are met. Rob is a Principal and co-founder of HBH with over 32 years of experience in the municipal engineering field. He has served as the Engineer of Record for communities throughout his career and is currently the Engineer of Record for Rockaway Beach, Detroit, Beaver Water District, Idanha, Netarts, and Junction City as well as Assistant District Engineer for Neskowin Water District.

Rob is one of the foremost water system experts in Oregon. HBH has had numerous contracts directly with the State of Oregon since 2001. Rob has been the project manager for all of these contracts. His design experience includes dozens of water treatment plants, reservoirs, and pump stations, along with many miles of water line. Rob also has significant experience with wastewater systems, including planning, design, and construction management for several wastewater treatment plants. He is currently managing wastewater treatment projects for Junction City, Port of Tillamook Bay, and Cloverdale Sanitary District. Rob started out his career with the unique perspective of having worked as an assistant plant operator at the McMinnville wastewater treatment plant in college. Through this experience, he gained a special appreciation for operation and maintenance of equipment and the way that plant layout can influence the ease of operation. He has carried this perspective into his many projects to make treatment facilities that are not only functional

but also friendly to the operators. In addition to the engineering of wastewater systems, Rob has had significant involvement with the negotiations and compliance assurance for NPDES and WPCF permits. Most recently, this includes negotiations for new permit limits for the Port of Tillamook Bay and City of Junction City, along with the MBR and recycled water system for Fox Farm Resort in Dundee.

**Andrey Chernishov, PE, CWRE (Oregon License #76347PE, #76347CWRE)**

**Land Use Planning & Development Specialist | Availability: 50 hours committed; 300 hours available**

Andrey will serve as the land use planning & development specialist responsible for the projects relating to growing development inside the City (see Land Use Planning & Development section further in the proposal for more detailed experience). Andrey is the discipline lead for private development plan review, stormwater, civil site design, wastewater pump stations, and transportation. He has over 19 years of post-graduate experience.

His wastewater experience includes over 30 miles of public wastewater collection system pipeline design. Andrey has also provided design or project management for seven wastewater lift stations. Andrey has managed over 50 municipal rehab projects, and he has designed over 20 miles of new and rehab public roadway improvements, ranging from major collectors to local residential roadways. Many of these road design projects included stormwater improvements.

Andrey has been working with coastal clients since 2013 and was the project manager on the Southern Flow Corridor project for Tillamook County and the Port of Tillamook Bay, which won an ACEC Engineering Excellence Grand Award in January 2018.



**Zack Hartman, PE (Oregon License #89933PE)**

**Project Manager | Availability: 350 hours committed; 600 hours available**

Zack is a project manager at HBH with over nine years of municipal experience. Zack's water treatment experience includes assisting in the design of a new disinfection facility in Junction City, iron and manganese treatment in Gresham, a new conventional filtration plant in Tigard, raw water intake upgrade in Oakland, a corrosion control facility upgrade in Weslinn, and a filtration plant expansion in Junction City. Zack gained a strong practical understanding of water treatment from his hands-on work experience as an operator at the Grants Pass Water Filtration Plant. Zack managed an asset management plan for the Confederated Tribes of Warm Springs, including creating a capital improvement program to maximize the useful life of the plant by replacing failed equipment, rehabilitating aging equipment, and installing new treatment processes. Zack assisted in the design of water pump stations in Netarts, Rockaway Beach, and Tualatin. Zack worked at the City of Portland Bureau of Environmental Service, where he was located at the largest wastewater treatment facility in Oregon and was involved in wastewater treatment, pump station, and sewer rehabilitation projects.

**Jenny Borth, EIT (Oregon License #90972E1)****Wastewater, Parks, & NPDES Permit Specialist | Availability: 200 hours committed; 450 hours available**

Jenny has a master's degree in environmental engineering and over six years of work experience in environmental monitoring, water improvement projects, site design, and wastewater upgrades. In 2023 and 2024, Jenny provided funding application assistance to the City of Junction City, enabling them to acquire grant assistance for several projects. Jenny excels in roles that require coordination with government entities to navigate complex regulatory standards and changing government requirements. In 2023 she worked with DEQ to provide timeline extensions and extended compliance schedules for two of our clients. Jenny's recent wastewater experience includes recycled water use planning, wastewater treatment plant improvements for clients such as the Port of Tillamook Bay and Junction City.

**Devin Sene, EIT (Oregon License #94577EI, #94577LSI)****Water System Project Designer/Lead Resident Project Representative | Availability: 300 hours committed; 450 hours available**

Devin has six years of experience in municipal and private development. This includes preparing final construction documents on a 145-lot subdivision located in Sherwood, OR. His experience includes utility design of water distribution systems, stormwater, and sanitary sewer, along with road design, county frontage improvements, and highway improvements. He completed most of the drafting and design related to the water distribution and stormwater collection system. Devin has served as HBH's lead field representative on several multimillion-dollar construction projects. Devin also served as the lead inspector on the Anchor Street Park project for the City of Rockaway Beach.

**Micah Cisneros, EIT (Oregon License #94143EI)****Project Designer/Certified ODOT ADA Inspector/Accessibility Specialist | Availability: 200 hours committed; 350 hours available**

Micah has 7 years of postgraduate experience in municipal and private engineering and has his ADA Curb Ramp Inspector Certification from ODOT. Prior to his employment at HBH he worked designing and drafting private development projects at AKS Engineering and Forestry. Micah has participated directly in the design, drafting, and construction inspection of private and municipal water, stormwater, wastewater, street, and land development projects. His duties include preparing and reviewing engineering plans, calculations, specifications, technical memoranda, and cost estimates. He has experience obtaining development permits and land use approval for private development projects as well as familiarity working with regulatory agencies and state and local codes and standards.

**Matt Kohlbecker, RG (Oregon License #G2248) – GSI Water Solutions****Principal Hydrogeology Lead**

Matt has 23 years of experience helping municipalities and businesses solve water resource challenges. He has worked extensively on all stages of groundwater supply development, including well siting studies, preparation of bid specifications, well design, well drilling, and well rehabilitation. Matt has been the lead hydrogeologist on the design and construction oversight for more than 25 water supply wells in Oregon. In addition, Matt is experienced in using innovative technologies such as aquifer storage and recovery (ASR) and artificial recharge (AR) to augment water supply.



**Suzanne de Szoeko – GSI Water Solutions**  
**Supervising Water Resources Lead**

Suzanne has 15 years of experience specializing in watershed management and planning. Her expertise includes water rights management, water management and conservation plan development, drinking water/source water protection plan development and implementation, watershed planning documents development, and water conservation program development and support. Suzanne has worked extensively with coastal communities and water providers, including the Cities of Depoe Bay, Lincoln City, Rockaway Beach, Florence, Toledo, Newport, Waldport, and Yachats, and the Seal Rock Water District. She is currently leading the development of the City's Sourcewater Protection Plan for the Jetty Creek Watershed and is familiar with the City's water rights portfolio and water supply.

**Lindsy Hammond, PE (Oregon License #88693PE) – GRI**  
**Principal Transportation Design Specialist**

Lindsy Hammond is Principal with GRI and has 17 years of experience in pavement engineering and management. She is responsible for projects related to pavement evaluation, design, and management for a wide range of public agencies, including municipalities, counties, states, and port authorities. She understands the challenges associated with transportation improvement projects, including analysis of new and existing pavement systems, evaluation of subgrade support conditions, consideration of utilities and grade constraints, staging of construction activities, and advancing alternatives that promote sustainability. Lindsy has utilized specialized testing methods such as Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) to evaluate structural integrity of various pavement types. She has completed numerous pavement rehabilitation, maintenance, and design projects and has experience with a wide array of rehabilitation treatments and reconstruction options, such as mechanical stabilization and full-depth reclamation (FDR).



**Kevin Wood, PE (Oregon License #93570PE) – Shannon & Wilson**  
**Geotechnical Engineering Specialist**

Kevin specializes in geotechnical engineering for pipelines, pump stations, treatment facilities, and other water/wastewater-related public infrastructure. He plans and provides site characterization, design and construction recommendations, review of project plans and specifications, and construction support and consultation. His technical expertise in supporting water supply projects includes slope stability/seepage analyses, deep excavations, seismic ground motion characterization analysis, liquefaction analyses, shallow and deep foundation systems, ground improvement techniques, retaining wall designs, subsurface drainage systems, and shoring and dewatering evaluations.



## **Approach to Large Projects & Construction Management**

Serving communities throughout Oregon, HBH has had the privilege to work on numerous large design and construction projects with contractors ranging from small family businesses to large corporations. Engineers at HBH take a structured step-by-step approach during a project life cycle that begins with early planning and funding applications before proceeding to modeling, design, and finally construction and post construction management.

**Benefits of a Small Firm**

As a small, local engineering firm, our clients have direct access to all levels of staff from entry level technicians to principal engineers, allowing for more personalized and responsive service. At a smaller firm, senior engineers, principals, and decision-makers are directly involved in all stages of the project, ensuring clients'

needs are understood and addressed quickly and effectively. This level of involvement can lead to more tailored solutions and a higher quality of work in navigating complex challenges. In our experience, this contrasts to larger firms where the design and management of projects are delegated to entry-level engineers or technicians; keeping senior engineers working with large clients until something goes wrong.

**Design Approach**

Principals, project managers, and professional engineers make up over half of the engineering staff at HBH and are directly responsible for the design of all projects. In our experience, this contrasts with larger engineering firms where senior engineers and project managers spend much of their time working with large clients, delegating smaller projects to entry level engineers and technicians until something goes wrong. The level of involvement of our senior engineering staff leads to more tailored solutions and a higher quality of work in navigating complex challenges. Early involvement in senior engineering ensures the project design continues moving forward efficiently and will prevent redesigns down the road. This approach keeps costs low for our clients.

**Construction Management**

Despite thorough planning and analysis, unforeseen changes can arise during construction due to factors such as unexpected site conditions, material shortages, or changes in regulatory requirements. These unanticipated challenges may necessitate changes in scope of work, cost inflation, or schedule extensions. It is imperative that engineers are able to work with contractors to manage the cost of construction, ensure projects stay on budget, and refute unnecessary change orders or pricing. The Association for Advancement of Cost Engineering (AACE International) lists the expected cost accuracy during estimating (Class 2 Estimates) as -10% to 15%. A study completed by Dodge Data & Analytics found change orders can make up as much as 25% of the contract value, with the average rate of change orders being approximately 10% of the contract. At HBH, we pride ourselves in providing thorough and complete contract documents and continually value engineering projects to keep construction costs low. Since 2020, HBH has managed more than \$12 million dollars in construction contracts with change orders making up only 2.2% of this figure. The table below shows the average rate of change orders on the contract.

Average Percentage Increase of Change Orders	
HBH Managed Construction Since 2020	2.20%
AACE International Average	-10% to 15%
Dodge Construction Data & Analytics Average	10%

**Managing Large Contracts & Contractors**

Staff at HBH have extensive experience working with large grant and construction contracts as well as large contractors. Since 2017, HBH has completed several large construction projects for clients including the Port of Tillamook Bay, Tillamook County, City of Detroit, City of Idanha, City of Rockaway Beach, the Oceanside Water District, Confederated Tribes of Warm Springs, and the design and/or oversight of several large private contracts. The table below shows some of the projects over one million dollars that HBH has managed over this time period.

Year Completed	Client	Project Name	Work Classification	Construction Value
2017	Oceanside Water District	Water System Improvements	Treatment, Storage, Distribution	\$5,684,981.70
2018	POTB/Tillamook County	Southern Flow Corridor	Floodplain Restoration	\$5,500,930.00
2020	City of Oakland	Raw Water Intake	Surface Water Intake	\$1,758,801.00
2020	City of Idanha	Water System Improvements	Transmission, Treatment, Distribution	\$1,389,077.79
2021	City of Detroit	Water System Improvements	Water Distribution	\$2,229,870.50
2024	City of Rockaway Beach	Anchor St Park	Parks	\$1,255,197.50
2024	Confederated Tribes of Warm Springs	Dry Creek Water Treatment Plant Upgrade	Water Treatment	\$4,800,000.00
2024	City of Junction City	Bailey Well & Disinfection	Groundwater Well & Treatment	\$1,351,371.40
2025	City of Detroit	Water Treatment Plant	Water Treatment and Controls	\$2,006,125.00







capacity as Engineer of Record, we can provide simple designs of structural, electrical, and mechanical engineering services. For projects that require highly technical structural, mechanical, geotechnical, transportation, and environmental engineering, we team with subconsultant professionals who are experts in their field.

### Well Groundwater Pumps

HBH has served as the Engineer of Record for Junction City for over ten years. The City of Junction City utilizes exclusively groundwater wells for their municipal water supply. In our time as Engineer of Record, we have



designed and managed several of the City's well pumps upgrade. These projects include designing and managing the construction of a 1,100 gpm groundwater well in 2016 and a new 900 gpm groundwater well in 2024. HBH has designed and is working to secure funding for two additional emergency wells with a capacity of 600 gpm each. The City of Junction City's groundwater wells contain iron, manganese and hydrogen sulfide, which can cause taste and odor issues as well as staining and sediment in pipe. We designed three new green sand filtration systems to address these concerns and to improve the water treatment plant's capacity.

In addition to the above groundwater well projects, HBH has completed well predesigns, certifications, and replacement designs

for Manzanita, Junction City, Bay Aire Mobile Home Park, Beaver Water District, and Hiland Water Corporation.

### Water Distribution Systems & Booster Pump Stations

Staff at HBH have completed planning, design, and construction management of countless water transmission and distribution pipeline projects. We have designed projects that incorporate pipe ranging in size from 4-inch to 24-inch diameters and have experience working with various types of piping materials including HDPE, PVC, and ductile iron. We have also worked to replace old distribution systems constructed of asbestos cement transite, cast iron, and steel. Our designs have included basic trench work as well as directional borings as needed to avoid impacts on wetlands, rivers, highways, and railroads; all of which are of significant concern in Rockaway. Additionally, we can also assist in reviewing existing distribution systems for an evaluation of the system backbone for seismic resiliency.

HBH has completed over 65,000 feet of waterline design over the past eight years in the cities of Detroit, Idanha, Rockaway Beach, Junction City, Oceanside, and Cape Meares alone. In addition, we have completed the design and construction management of booster pump stations for the City of Rockaway Beach, Oceanside Water District, Elk Ridge Subdivision, and Hiland Water Corporation.

As an example of our experience in water system design, serving the Oceanside Water District as the District's Engineer of Record, HBH provided design of approximately 25,000 feet of waterline improvements ranging from 6- to 12-inch diameter. HBH also designed a raw water intake pump station and two booster pump stations for the District's water system, one being an emergency 50,000 gpd booster pump station equipped with a fire demand pump and emergency generator. HBH has also completed water distribution improvements for Rockaway Beach, Detroit, Idanha, and various other communities.

### Water Right Acquisition and Maintenance

Andrey Chernishov is a Certified Water Rights Examiner (CWRE). We're assisting communities all around Oregon complete the necessary paperwork to maintain their water rights including extensions, transfers, certifications, etc. We also work with communities to decipher the legal terminology and help them understand what they need to do to keep their water rights and permits active.

As part of our services, we have assisted the City of Junction City, Vineyard Mountain Water District, Beaver Water District, Sunstone Water LLC, and many others. Suzanne de Szoeko from GSI is currently assisting the City with work relating to the City's watershed and would provide additional support for any issues surrounding obtaining, maintaining, or during the transfer of the City's water rights.

### Activated Sludge & Bio-Bag Sludge Disposal Wastewater Treatment

Our project team has significant experience with the planning, design, and construction of wastewater treatment plants throughout Oregon. This includes activated sludge treatment systems such like the plant owned and operated by the City of Rockaway Beach. HBH is currently working with on improvements to the Fishhawk Lake WWTP, which is an activated sludge process. Other improvements to activated sludge WWTPs by HBH staff include Sweet Home, Rockaway Beach, and Hood River.

Our WWTP solids disposal systems include the design and permitting of the Rockaway Beach Bio-Bag system.

### Wastewater Collection Systems & Lift Station Design

We have prepared construction bid ready documents for various types of sanitary sewer collection system improvements. These include local sanitary mains to large diameter trunk or interceptor sanitary mains. In addition, we have worked on numerous wastewater pump/lift station rehabilitation projects from small single pump to triplex 100-hp pump stations.

Project Name	Project Size	Location
Gravity & Forcemain Pipe bursting	404 LF of pipe bursting through existing 8" ductile iron sanitary sewer gravity main with 8" HDPE pipe	Rockaway Beach, OR
Main Pump Station	Drypit to wetwell conversion of existing 600 gpm pump station with new wetwell, generator, and bypass assembly	Rockaway Beach, OR
North Common Force Main Replacement	2,000 LF of 16-inch diameter PVC force main	Junction City, OR
Vista Dale Sanitary Sewer LID Project	800 LF of new 8" gravity sanitary sewer collection system with associated laterals	Junction City, OR
2nd, 3rd and 6th Street Wastewater Rehabilitation	5,200 LF of 8"-12" wastewater main	Newberg, OR
NW Jetty Ave Sanitary Sewer Main Improvements	1,300 LF of 18"-27" gravity wastewater main	Lincoln City, OR
Spyglass Pump Station	Drypit to wetwell conversion of 180 gpm lift station along with SCADA upgrades.	Lincoln City, OR
West Devils Lake Pump Station	Upgrading existing 650 gpm duplex dry pit pump station to a new 1,300 gpm VFD submersible duplex station.	Lincoln City, OR
Roads End South Pump Station	Replaced existing 490 gpm surface mounted suction-lift station with a 2,000 gpm VFD duplex submersible pump station.	Lincoln City, OR

### WPCF/NPDES Permit Regulations and Compliance

The engineers at HBH have a solid working relationship with DEQ, and we routinely receive timely responses. DEQ has been advised to take interpretations of existing regulations. Complying with these requirements takes innovation and an in-depth understanding of both the law and the technologies. HBH is currently acting as the representative for the City of Junction City **working with DEQ to finalize the City's new NPDES permit** and develop an appropriate compliance schedule.

The Hills Resort is a private development project in Dundee along HWY 99, where HBH recently provided design, construction management, and permitting support. The project included a Wastewater Recycling Plant where a space-efficient **mechanical wastewater treatment plant produces a Class A effluent**. HBH negotiated the new WPCF permit in cooperation with DEQ. The WPCF Permit has been approved.

HBH is currently working on a project for the Port of Tillamook Bay to bring the wastewater treatment plant into compliance with its NPDES permit as well as negotiating the new NPDES permit limits for Ammonia.

### Municipal Transportation Systems

Transportation engineering is an important aspect of City Engineering Services. The City needs a firm that understands how to work with ODOT and, just as importantly, the consultant needs to understand the City’s roads, streets, bikeway, and pedestrian facilities as well. HBH has considerable experience providing services to small communities where the State Highway is also Main Street.

HBH has provided design and construction services for many roadway improvements projects for the cities of Newberg, Lincoln City, Rockaway Beach, Detroit, and Idanha. These projects often included pavement design, storm drainage improvements, and street maintenance. We have also completed several high visibility pedestrian crossings in ODOT right of way.

### Road Maintenance & Rehabilitation Systems

In 2020 and 2021, HBH and GRI contracted with the City of Newberg to provide condition analysis and design recommendations for road rehabilitation and maintenance on various candidate streets. These projects consisted of utilizing ground penetrating radar (GPR) as a method of nondestructive field testing to analyze the condition of candidate streets provided by the City. As a subconsultant, GRI specializes in pavement design, engineering, and management to help municipalities proactively maintain road networks, extend pavement life, and optimize funding. We provide proven maintenance strategies—such as preventive treatments and rehabilitation techniques—that optimize funding and delay full reconstruction as needed to meet funding allowances.



With extensive experience in municipal transportation systems, we are familiar with applicable agency standards and can focus on enhancing roadway performance and longevity.

### Oregon Land Use Law/Planning & Development Infrastructure Issues

HBH provides private development review for our Engineer of Record clients. The included table shows the clients where we do significant review. Our primary development review principal, Andrey Chernishov, coordinates plan review for most of our clients. Andrey served for three years as a Planning Commissioner for the City of Canby and has a thorough understanding of land use, planning, and development related issues. Our team has prepared over 50 land use planning applications for various cities for private development clients. We have presented in front of city planning commissions and City Councils on behalf of developers and understand land use law related to private development, we have worked with land use attorneys on both the development and city side of the process. Private and commercial development remain a smaller part of our business, but having sat on both sides of the table, our engineers understand how developers and cities operate.

Private Development Review
Rockaway Beach
Hood River
Junction City
Detroit
Idanha

### Contract Law & Intergovernmental Agreements

Our work often requires coordination with regulatory agencies, typically in conjunction with compliance reviews and permitting requirements. This is often a part of our wastewater and water projects, right-of-way easements, environmental overview, or coordinating city or district improvements as part of a larger project administered by a State, Federal or county agency. These agencies are where most of the contract laws originate and where policies are determined. We have also helped arrange and determine fair terms for intergovernmental agreements under these regulations.

HBH has worked extensively with the DEQ on many wastewater projects, including treatment plants, pump

stations, outfalls, environmental reports, facilities plans, collection system projects, rehabilitation projects, pre-design reports, and many others. We have also been involved with NPDES and WPCF permit renewals and modifications as well as in MOA negotiation and administration. Working with DEQ requires a working knowledge of TMDLs. Regarding water systems and projects, HBH has an excellent working relationship with DWP. We have been in contract with the DWP to provide engineering services for the State of Oregon Circuit Rider Program between 2001 and 2016.

**Public Improvement Contracting and Administration**

It is important to know how public contracting works. HBH engineers have administered projects of every variety from water to transportation. Many policies are the same between disciplines such as prevailing wage rates, but many requirements vary. State law is continually changing. Often times large grants and loans come with a large number of stipulations to maintain compliance. HBH provides loan and grant

Grant/Loan Administration	
Project	Construction Value
Oceanside Water System Improv.	\$5,684,981.70
Detroit Phase 2 Water System Improv.	\$2,229,870.50
Detroit WTP Improvements	\$2,006,125.00
Detroit Water System Reconstruction	\$7,800,000 (estimated)

administration to ensure communities peace of mind as they maintain compliance with complex regulations. The table to the right provides recent projects HBH has provided grant/loan administration for.

**Public Utility Billing Operations & Maintenance**

HBH has assisted in improving community billing systems to ensure the municipalities are getting the most for their delivered water. Water meters are a critical piece of infrastructure and are often a forgotten piece in design and maintenance. In traditional positive displacement meters, as the water meter ages, the internal disc begins to spin more slowly, reducing the flow recorded by meters. Within the past six years, HBH has completed City wide water meter upgrades for the Cities of Detroit and Idanha. These projects have helped allow for accurate billing, maximizing each community’s water revenue. We have also completed in depth water rate studies for the City of Detroit, Oregon and as part of all water master plans.

**Public Infrastructure Financing**

The ever-increasing costs associated with today’s public infrastructure projects necessitates that all communities, districts, and associations be vigilant in pursuing and utilizing public funding programs including low interest loans, grants, and other programs. HBH Consulting Engineers, Inc. takes pride in our knowledge and success in assisting communities in obtaining project funding. Nearly all of our municipal engineering capital projects, as well as many of the studies and reports, involve some degree of outside funding from various agencies. Through our extensive experience with nearly every available funding agency, we have developed a clear understanding of the eligibility and requirements as well as the advantages and disadvantages of each these programs.

As part of our funding assistance, HBH staff has provided technical support during "One-Stop Meetings" conducted by Business Oregon as part of the Infrastructure Finance Authority (IFA). We are careful to develop planning documents and rate studies that meet the requirements of the various potential funding agencies and may be used in support of funding applications. Once a project has received funding, HBH regularly oversees administration of the funding package in order to ensure that the project complies with the conditions of the funding. This includes obtaining



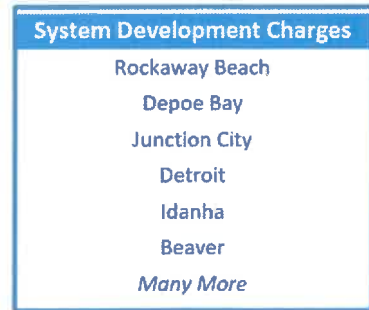
environmental clearance, required submittals (such as Build America, Buy America Certification), prevailing wage rate certification, and meeting completion deadlines.

Funding Assistance		
Project	Funding Source	Funding Allocation
Oceanside Water System Improvements	State Revolving Loan Fund	\$6 Million+
City of Idanha Water System Improvements	CDBG	\$1.75 million
City of Detroit Water Distribution	State Revolving Loan Fund	\$3 million+
City of Detroit Emergency Assistance	USDA RD ECWAG	\$1.25 million
City of Detroit Wildfire Reconstruction	FEMA/Special Publics Works Fund	\$7.8 million+
City of Junction City – Alderdale Well	USDA RD ECWAG	\$1 million
City of Junction City – Raintree Well Manganese Treatment	EPA Emergent Contaminants Grant	\$9.7 million
City of Oakland – Water Treatment Upgrade	USDA RD ECWAG	\$1 million

Most recently, Matt worked with City Staff to assist in securing approximately \$3 million from the Safe Drinking Water State Revolving Loan Funds for improvements to water mains in Nedonna Beach. The funding will be part loan and part forgivable loan.

### System Development Charges Expertise

Our engineers regularly meet with City staff and council and are comfortable leading public forums discussing SDC mythologies. SDC credits and reimbursement is often dealt with by HBH staff as private development occurs and is listed on the City’s capital improvement plan (CIP). We are currently providing guidance for two of our municipal clients on their SDC methodology as they consider updates. HBH has provided SDC guidance for over a dozen Oregon communities.



### Availability of Personnel, Facilities, & Support Staff

Rockaway can look back over the last 5 or 10 years for an example of our commitment to making personnel available. Last year, HBH completed over 1,800 hours of work for the City and is committed to ensuring the same level of availability at a minimum. The chart to the left details availability of HBH’s key personnel.



The firm’s legal structure at HBH is an S Corporation. Of our twelve employees, six of them are Professional Engineers. We are careful to maintain adequate staff to promptly meet all our clients’ needs with high-quality products. In this capacity, we provide our clients with reliable, quick, and sound engineering design and planning services. Prompt and professional service is our greatest priority. We use the most

up to date Autodesk Civil 3D drafting software. We also provide GIS services, and we have capabilities in several modeling software packages, such as WaterCAD and PCSWMM.

### Insurance

HBH Consulting Engineers, Inc. carries a \$2 million Professional Liability insurance policy to secure all our professional work. In addition, we have a comprehensive general liability, umbrella liability policy, and auto insurance policies exceeding the required coverage amount of \$2 million. We also carry full Workers’ Compensation Insurance and require our subconsultants to maintain the same coverage. Additionally, they

are all covered under our insurance when working on projects. The following table provides proof of coverage with policy numbers, effective dates, and limits. Certificates of Insurance will be provided upon request.

<b>Producer:</b> Orion Insurance Group 10634 E Riverside Dr, Ste 300 Bothell, WA 98011		<b>Contact:</b> Christopher Day (425) 771-5197 <a href="mailto:chrisday@orioninsgroup.com">chrisday@orioninsgroup.com</a>	
<b>Insurer:</b> Liberty International Underwriters NAIC #1997			
<b>Professional Liability Policy Number:</b> AEXNYABFXFZ008	<b>Effective Date:</b> 03/01/2024	<b>Exp. Date:</b> 03/01/2025	<b>Limits:</b> \$2,000,000 Aggregate/Each Claim
<b>Producer:</b> AIC Insurance Agency LLC 14000 SE Johnson Rd, Ste 210 Milwaukie, OH 97267		<b>Contact:</b> Tatiana Postoronca (503) 513-4453 <a href="mailto:tpostoronca@aicagency.com">tpostoronca@aicagency.com</a>	
<b>Insurer:</b> The Ohio Casualty Insurance Co NAIC #24066			
<b>Automobile Liability Policy Number:</b> BAA53701580	<b>Effective Date:</b> 12/23/2024	<b>Exp. Date:</b> 12/23/2025	<b>Limits:</b> \$1,000,000 Combined Single Limit
<b>Insurer:</b> Liberty Northwest NAIC #24074			
<b>Umbrella Liability Policy Number:</b> US053701580	<b>Effective Date:</b> 12/23/2024	<b>Exp. Date:</b> 12/23/2025	<b>Limits:</b> \$5,000,000 Each Occurrence/ Aggregate
<b>insurer:</b> SAIF Corporation			
<b>Workers Comp Policy Number:</b> 937793	<b>Effective Date:</b> 03/01/2024	<b>Exp. Date:</b> 03/01/2025	<b>Limits:</b> \$1,000,000 Each Accident/ Disease - Each Employee

**References**

HBH works with many clients and regulatory agencies. The following references may be contacted if you want to know more from some of our common and repeat clients. Often the smaller communities have one project, and then it is years before we work with them again, but these are communities we work with all the time. Some of these communities we serve as City Engineer or District Engineer.

**City of Detroit – Engineer of Record:** HBH Consulting Engineers began working with the City of Detroit, Oregon in 2006. Robert M. Henry, PE serves as the City Engineer of Record. HBH has been working for the past few years on various phases of a large water improvements project that included a new reservoir, intake pump station treatment plant, and telemetry upgrades, as well as the replacement of approximately two thirds of their distribution system. HBH has sourced and managed over \$12 million in funding for Detroit since 2017.

**City of Detroit**

Jim Trett, Mayor  
PO Box 589, Detroit, OR 97342  
503-559-0358  
[detroit@wvi.com](mailto:detroit@wvi.com)

**City of Hood River – On-Call Engineering Services:** HBH has been working with the City of Hood River since 2016 and was added to the city’s on-call engineering services short list in 2021. HBH has worked on the Cascade Ave 15th to 18th Water and Sewer Replacement Project, and the Sanitary Sewer I/I Study as well as currently working on Development Engineering Review Services and the 20<sup>th</sup> and Rand PRV Replacement.

**City of Hood River**

Adam Schmid, PWD  
211 2<sup>nd</sup> St, Hood River, OR 97031  
541-387-5205  
[a.schmid@cityofhoodriver.gov](mailto:a.schmid@cityofhoodriver.gov)

**City of Junction City – Engineer of Record:** HBH has been the City Engineer for Junction City since 2013. In addition to typical City Engineering duties, HBH projects have included master plans for wastewater, water, and parks, community center improvements, water treatment plant, wells, and numerous other projects. HBH has assisted the City in securing over \$10 million in grant funds for infrastructure projects.

**City of Junction City**

Gary Kaping, PWD  
1171 Elm St, Junction City, OR  
97448  
541-228-0277  
[GKaping@ci.junction-city.or.us](mailto:GKaping@ci.junction-city.or.us)

**Subconsultants, Roles, and Responsibilities**

We use subconsultants for tasks such as survey, geotechnical evaluation, structural engineering, mechanical engineering, electrical engineering, depending upon the needs of the project. If contracted for a project, these



subconsultants can produce the City required proof of insurance. We have partnered with experts in roadway design & rehabilitation (GRI), groundwater/environmental/water resources (GSI Water Solutions), and geotechnical engineering (Shannon & Wilson). We do not plan on using these consultants on a routine basis, but instead for specialized tasks to ensure the City has the support they need. For these projects, they will provide proof of insurance meeting City requirements and will also be covered under our insurance at the limits required by this proposal.

### **Nondiscrimination Policy & Drug-Free Workplace**

HBH is an Equal Opportunity Employer. As such, we comply fully with all state and federal laws pertaining to nondiscrimination. We employ our staff based on personal skills and capabilities and not based on race, age, color, religion, sex, national origin, mental or physical handicap, political affiliation, marital status, or any other classification. In addition, HBH is committed to maintaining a drug-free workplace that encourages a safe, healthy and productive work environment.

### **Confirmation of Licensure**

HBH Consulting Engineers, Inc., is an Oregon-based corporation. All the Authorized Representatives of HBH are Civil Engineers licensed to work in the State of Oregon. This includes the proposed primary City Engineer, Matthew C. Del Moro, PE and proposed Assistant City Engineer, Robert M. Henry, PE.

### **Use of Local Resources**

Public improvement projects often have a significant impact on the local community. Whether it be the construction of a new city park, boardwalk, water main, or beach access, the result of these projects is typically an improvement in quality of life for the community. However, there are phases of work that have the potential to cause hardship on individuals, such as user rate increases or construction closures. This makes public outreach a vital component to maintaining a successful project. While we cannot be local to every community we serve, we strive to engage with the public to promote their voice. This is often achieved through attending public meetings, answering questions, creating public surveys, or providing the public with direct contact information for our staff.

In addition to public outreach, we are aware public improvement contracts can impact local communities in other ways. A water main upgrade, for instance, can increase the reliability of water delivered to customers. However, this project also brings with it a significant price tag. Ensuring qualified local contractors and consultants are aware of the upcoming work can provide an opportunity for project expenses to stay in the local economy. Where feasible, HBH aims to utilize qualified surveyors and other local consultants to assist in the completion of the work. Utilizing local resources keeps costs down for the client by reducing the amount of time consultants are commuting to the project site and serves to stimulate the local economy when possible.

**City of Rockaway Beach**  
**Proposal for Engineering Services**

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**APPENDIX A**

**Résumés**





EXPERIENCE  
RESPONSIBILITY  
TRUST

## MATTHEW DEL MORO, PE

*Principal Engineer*

### Education

Gonzaga University, BS  
Civil Engineering

### Registration

Professional Engineer,  
Oregon #93836PE

### Years of Experience

10

### Experience with HBH

Since January 2016

Mr. Del Moro is a Principal of HBH specializing in municipal engineering design and project management. Matthew serves as the District Engineer for the Neskowin Water District and Vineyard Mountain Water District and is the Assistant City Engineer for the Cities of Rockaway Beach, Detroit, and Idanha. He has participated directly in all phases of water improvements projects, site design, wastewater upgrades, as well as environmental restoration projects. While at HBH, Matthew has focused on waterline replacement, relocation, upsizing, and new construction as well as pump station upgrades, treatment plant improvements, hazard mitigation, and disaster response and recover.

## Representative Project Experience

### Rockaway Beach Experience



Rockaway Big Tree



Anchor St. Park & Restroom

- Jetty Creek Impoundment Improvements
- Old Growth Forest Park – Phase 1 & 2
- Wastewater Treatment Plant pH Adjustment
- Washington & Highway 101 Pedestrian Crossing
- Rock Creek Fish Passage Culvert Replacement
- Twin Rocks Culvert & Waterline
- Breaker Avenue Water Main Improvements
- N Pacific Street Improvements Preliminary Design
- Sanitary Sewer Force Main Pipe Bursting
- Highway 101 Waterline Phase 3
- S Pacific View Drive Preliminary Design
- Main Pump Station Improvements
- 3<sup>rd</sup> Avenue Reservoir Improvements
- Nehalem & Easy Street Overlay
- Nedonna Beach Waterline Improvements 60% Design
- Wayside City Center Park Beach Access Improvements
- Anchor Street Park & Restrooms
- Coral Street Flooding Feasibility Study
- S Pacific Avenue Street, Storm, & Water System Upgrades
- 5 Year Street Capital Improvements Plan
- Lake Lytle Park Preliminary Design
- Water & Wastewater CIP and SDC Methodology Update
- 2025 Street Maintenance Design
- Various Development Review

Water System Engineering



Oakland Raw Water Intake



Cape Meares WTP

- Neskowin Water District – Water Line Improvements Project
- Neskowin Water District -
- City of Detroit – Water Treatment Plant Reconstruction Design Engineer and Project Management.
- City of Detroit – 2020 Wildfire FEMA Assistance and Emergency Recovery
- City of Detroit – Phase 2 Water System Improvements
- City of Detroit – Water Treatment Plant Improvements
- City of Detroit – Breitenbush Pump Station Rebuild
- City of Detroit – Water Rate Study
- City of Oakland – Water Treatment Plant Manganese Improvements
- City of Oakland – Raw Water Intake Design and Construction Services
- City of Idanha – Water Distribution System Replacement Design Engineer
- City of Idanha – Water Treatment Plant Improvements Design Engineer and Project Management
- City of Idanha – Water Meter Replacement Project
- Oceanside Water District – Cape Meares Distribution Improvements
- Oceanside Water District – Oceanside Water Treatment Plant Improvements Project
- Oceanside Water District – Cape Meares Water Treatment Plant
- Oceanside Water District – Pacific Ave Water Main Extension
- Manzanita Water Department – Air Stripping Tower, Well, and Booster Pumps Improvement Project
- Umpqua Ranch Cooperative – Water Feasibility Study
- City of Newberg – George Fox University Water Main Improvements
- 

Wastewater Engineering



Southern Flow Corridor Restoration

- City of Lincoln City – Wastewater Feasibility Study for Temperature, Copper, and Zinc reductions.
- City of Lincoln City – Spyglass Pump Station Upgrade Design Services.
- City of Lincoln City – Roads End South Pump Station Survey and Design Services.
- Port of Tillamook Bay – Predesign Report and Biosolids Management Plan
- Port of Tillamook Bay – Dechlorination & Ammonia Treatment
- Tillamook County – Courthouse Basement Plumbing Improvements
- City of Newberg – 2<sup>nd</sup>, 3<sup>rd</sup>, and 6<sup>th</sup> Street Wastewater Rehab Project Design and Construction Services
- Tri-City Water & Sanitary Authority – Tri-City Sanitary Sewer Lift Station No. 2 Design Services
- City of Hood River – WAS & Splitter Box Odor Control Design.

- Lockwood Water and Sewer District – Phase 2 Sewer Improvements Construction Inspection
- City of Billings – Sanitary Sewer Main Replacement Construction Inspection
- 
- Fishhawk Lake – Wastewater Treatment Plant Preliminary Engineering Report

#### Site Design

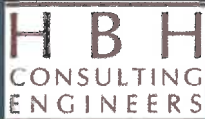


Oceanside Beach Access

- City of Detroit – Highway 22 Pedestrian RRFB Pedestrian Improvements
- City of Detroit – Community Center Pavillion
- FedEx Distribution, Kalispell, MT – Parking Expansion Improvements
- Flathead Valley School District – Parking Lot Improvements Project
- City of Detroit, Engineering Services – Humbug Street Stormwater Improvements.
- Commerce Court Trailer Sales, Storage, and Refurbishment – Preliminary Site Plan.
- Oceanside Neighborhood Association – Beach Access Improvements
- Alexander on The River – Active Senior Living Facility Evidently

#### Other Engineering

- Tillamook County – Southern Flow Corridor Salt Marsh Restoration
- Eureka, Montana – Murray Springs Fish Hatchery Raceway Improvements
- City of Idanha – 2020 “Old Idanha” Overlays Design Engineer
- City of Idanha – Willow Street Rehabilitation Design Engineer



EXPERIENCE  
RESPONSIBILITY  
TRUST

## ROBERT M. HENRY, PE

*Principal Engineer*

### Education

Oregon State University,  
BSCE

Mr. Henry is a Principal of HBH and has over 31 years of experience in the municipal engineering field. Robert is the City Engineer for the City of Detroit, Junction City, and Idanha. Robert is an expert in the design and planning of water and sewer treatment systems. He has also designed several street and pedestrian improvements, including projects within ODOT Right-of-Way. Robert was also the primary civil engineer for 7 school renovation projects.

### Registration

Professional Engineer,  
Oregon #19191PE

Robert also oversaw the Oregon Health Authority Drinking Water Circuit Rider Program for 15 years. He was called upon for his expertise in this program throughout the state. His oversight led to the phenomenal success of the Circuit Rider program and recognition by the State and many communities.

### Years of Experience

31

Robert has extensive experience and familiarity with regulatory agencies including DEQ, Oregon Health Authority, Fish and Wildlife, Department of State Lands, Corps of Engineers, and others.

### Experience with HBH

Founded in 1997

## Representative Project Experience

### Water Engineering

- ✦ *Authored over a dozen water studies*
- ✦ *Design of distribution pipes, booster stations, and intakes*
- ✦ *Design for treatment facilities in Timber, Rockaway Beach, Jewell, Opal Creek, Willamina, Amity and Fishhawk Lake*

- Oregon Drinking Water Program Circuit Rider (Technical Assistance) – Lead Engineer/Project Manager
- Oregon Department of Human Services – Drinking Water Infrastructure Needs Surveys and Analysis – Lead Engineer/Project Manager
- Oceanside Water District – Water Master Plan
- City of Idanha – Distribution System Rehabilitation, and Treatment Plant Improvements
- City of Warrenton – Raw Water Reservoir
- Opal Creek – Slow Sand Filter Water Treatment Plant
- Tilikum Retreat Center – Slow Sand Filter Water Treatment Plant
- City of Astoria – Slow Sand Filter Resanding Technical Assistance
- City of Manzanita – Water Corrosion Control Analysis/CO<sub>2</sub> Stripper
- Jewell School District – Slow Sand Filter Water Treatment Plant
- Tri City JSWA ARRA Water Treatment Improvements
- Columbia River PUD Water Treatment Improvements – Nitrate Removal
- Dumbeck Lane Domestic Water Supply District –Waterline Replacement

Water Engineering (continued)

- City of Depoe Bay – Water Master Plan, Rate Study, and SDCs
- Groundwater Corrosion Control Systems – Molalla School District and Eddyville School
- Groundwater Chlorination Systems – Fox Hollow Estates and The Dalles Country Club
- Kerby Water District – Water System Improvements
- Timber Water Association – Membrane Water Treatment Plant
- Watseco-Barview Water – District Engineering & Water Master Plan
- Stone Ridge Estates – Water Main
- City of Detroit – Water Master Plan & Water System Improvements
- Buell-Red Prairie – Water Treatment Plant Feasibility Study
- City of Rockaway Beach – Water Master Plan & Membrane Water Treatment Plant
- City of Amity – Upflow Clarifier Treatment Plant
- Fishhawk Lake – Multi-media Direct Filtration Water Treatment Plant
- City of Willamina – Upflow Clarifier Water Treatment Plant
- City of Amity – Water Intake and Raw Water Pump Station
- City of Willamina – Water Intake Improvements
- City of Sheridan – Monroe Street Water Main Replacement
- City of Willamina – Churchman Street Water Main
- City of Willamina – Reservoir Inspection and Troubleshooting
- Country Club Water District – Well and Booster Pump Improvements
- Hermiston School District – Irrigation Well Connection Design
- City of North Plains – Water System Development Charges
- City of Donald – Water System Capital Improvement Plan and System Development Charges
- City of Vernonia – Water Master Plan
- Port of Tillamook Bay – Water Master Plan
- City of Oakland – Water Master Plan
- City of Hood River – Springs Development Study
- Fishhawk Lake – Water Treatment Study
- City of Amity – Water Master Plan Modifications and Predesign Report
- City of Willamina – Hill Drive Booster Pump Station
- City of Gaston – Water Booster Pump Station
- City of Newberg – Summit at Oak Knolls Water Pump Station
- Design for Several Private and Public Developments
- Oregon Office of Emergency Management – Vulnerability Assessment and Emergency Response Planning



Water Treatment Plant  
Timber, OR



Wastewater Treatment Plant  
Willamina, OR

### Wastewater Engineering

- ✦ *Authored 10 wastewater studies*
- ✦ *Design for 13 pump stations*
- ✦ *Design for treatment facilities in Sweet Home, Joseph, Willamina, Neskowin, Biggs, Amity, Lafayette, and Oakland*

- City of Detroit – Wastewater Feasibility Study
- City of Hood River – Wastewater Facilities Plan
- City of Lafayette – Wastewater Treatment Plant (SBR)
- City of Willamina – Phase I Sewer Improvements
- City of Willamina – Phase II Treatment Expansion and I/I Improvements (Aerated Lagoon)
- Oakland Depot RV Park – SBR Treatment Plant and Pump Stations (x3)
- NDPES Permit Negotiations – Junction City, Lafayette, Willamina, Biggs, and Amity
- City of Amity – Wastewater Treatment Expansion (Aerated Lagoons)
- City of Joseph – Wastewater Treatment Expansion (Aerated Lagoons)
- City of Joseph – Effluent Reuse Pump Station (2000 gpm)
- City of Sweet Home – Wastewater Treatment Plant Modifications
- Neskowin Regional Sanitary Authority – Wastewater System Design and Inspection (SBR and Septic Tank Effluent system)
- City of Sweet Home – Septage Receiving Station
- Biggs Service District – Wastewater Collection and Treatment Design (Extended Air)
- City of Dundee – Effluent Reuse System
- City of Sheridan – Monroe Street I/I Reduction Improvements
- City of Sheridan – Sewer Outfall
- City of Monmouth – Sewer Master Plan
- City of Metolius – Wastewater Treatment Engineering Study
- City of Depoe Bay – Wastewater Master Plan and SDCs
- City of Oakland – Wastewater Engineering Study
- Port of Tillamook Bay – Wastewater Facilities Plan
- Tri City Sanitary District – Wastewater Engineering Study
- City of Garibaldi – Inflow and Infiltration Study
- City of Willamina – Inflow and Infiltration Reduction Study
- City of Lebanon – West Side Interceptor, I/I Investigation/Pre-design
- City of Donald – Wastewater CIP and SDCs
- City of Willamina – Main and South Pump Stations
- Portland-Dayton RV Park – Sewer Pump Station, Dayton, OR
- City of Dayton – Palmer Creek Pump Station



Hwy 101 Ped. Improvements  
Depoe Bay, OR



Hwy 101 and 4th Ave  
Garibaldi, OR

### Transportation Engineering

- City of Garibaldi – Hwy 101 and 4th Avenue Improvements
- City of Detroit – Clester Road Improvements
- City of Depoe Bay – Hwy 101 Downtown Pedestrian Improvements
- City of Depoe Bay – Southpoint Street
- City of Hubbard – First Street Improvements
- City of North Plains – Hillcrest Avenue Improvements
- Beaverton-Hillsdale Highway – Storm and Sidewalk Improvements
- City of Hermiston – Ninth and Joseph Street Improvements
- City of Willamina – Fir Street Improvements

Transportation Engineering (continued)

- City of Sheridan – Monroe Street Reconstruction and Overlay
- City of Carlton – Kutch Street Reconstruction
- City of Dayton – 7th Street Improvement
- City of Dayton – Joel Palmer Way Improvements
- City of Tigard – SW Lincoln Street, SW 90th Ave, SW 82nd Ave Widening
- Hwy 18 Improvements at Kreder Road (Dayton, OR)

Stormwater Engineering

- Clackamas County – Part 2 NPDES Permit Application
- City of Detroit – Stormwater Master Plan
- Estacada Schools – North Ballfields Stream Relocation
- City of Willamina – Stormwater Master Plan
- Port of Garibaldi – Stormwater Drainage Study
- City of Portland – Police Horse Paddock Drainage
- City of Willamina – Pioneer Street Storm Drainage Study
- Oregon Department of Environmental Quality – Wastewater Fate Study
- Portland Christian Center – Stormwater Quality and Detention Facilities
- Multnomah County – McNutt Street Stormwater Quality and Detention
- City of Hermiston – Subsurface Drainage Facilities



CF Tigard Elementary  
Tigard, OR



Desert View Middle School  
Hermiston, OR



Metzger Elementary School  
Tigard, OR

Other Engineering

- Hermiston High School Remodel, Hermiston, OR
- Desert View Middle School, Hermiston, OR
- Portland Christian Center, Portland, OR
- Estacada Grade School, Estacada, OR
- Eagle Creek Grade School, Estacada, OR
- River Mill Elementary School, Estacada, OR
- Palmer Creek Subdivision, Dayton, OR
- Metzger Elementary School, Tigard, OR
- CF Tigard Elementary School, Tigard, OR
- Landmark Apartments, Beaverton, OR
- Dayton RV Park, Dayton, OR
- Sutherlin RV Park, Sutherlin, OR
- Hood River/I-84 Bridge Utilities Relocation
- Project Manager for Oregon Health Division Drinking Water Program  
Circuit Rider Technical Assistance Program
- Water Treatment Plants for Amity, Fishhawk Lake, Rockaway Beach,  
Jewell SD, Columbia PUD, Timber and Willamina
- Sanitary treatment, pump station and pipeline design



EXPERIENCE  
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## ANDREY R. CHERNISHOV, PE, CWRE

*Principal Engineer*

### Education

Oregon State University,  
BS Civil Engineering  
2005

Marylhurst University,  
MBA 2016

### Registration

Professional Engineer,  
Oregon #76347PE  
Washington#55861  
California #C75178

### Certification

Certified Water Rights  
Examiner, Oregon  
#76347CWRE

ODOT General  
Construction &  
Environmental/Erosion  
Control Inspector,  
#48809

### Years of Experience

19

### Experience with HBH

Since 2014

### Organizations

City of Canby Planning  
Commission Member  
(2018-2020)

Clackamas Community  
College Budget  
Committee (2018-  
current)

Oregon State University  
Civil Engineering  
Capstone Review Panel  
(2018-current)

Mr. Chernishov is a professional engineer with 19 years of post-graduate experience in various phases of civil engineering projects. Andrey's experience includes water, wastewater, street and stormwater planning, design, and project management. Andrey has designed over 15 miles of public water distribution system pipeline. He's worked on seven water master plans, four stormwater master plans, and six wastewater planning studies. His wastewater experience includes over 30 miles of public wastewater collection system pipeline design, and Andrey has also provided design or project management for six wastewater lift stations.

Andrey has managed over 40 site development projects, and he has designed over 15 miles of new and rehab public roadway improvements, ranging from major collectors to local residential roadways. Many of these projects included stormwater improvements. Andrey was the project manager for a project by the name of Southern Flow Corridor for Tillamook County and the Port of Tillamook Bay, which won an **ACEC Engineering Excellence Grand Award in January 2018** and had a project budget over seven million dollars. As part of many of his projects, Andrey provides project management, design, bid, and construction services through project completion. Andrey excels at communication, providing consistent customer satisfaction. Andrey's hands on approach to project management helps to make sure that his projects receive the full benefit of his experience.



### Representative Project Experience

#### Water System Engineering

- Oregon Health Authority – Drinking Water Services – 2020 and 2015 Drinking Water Infrastructure Needs Survey and Assessment (DWINSA)
- City of Lincoln City – City Wide Computer Water Model
- City of Oakland, OR – Raw Water Intake Improvements
- City of Newberg – George Fox University Fire Flow Water Line Improvements
- City of Yamhill – Water Master Plan and Seismic Analysis
- City of Rockaway Beach – Breaker Ave Waterline Improvements
- City of Rockaway Beach – Water Management and Conservation Plan
- Beaver Water District – Beaver Creek Water Rights Transfer
- Oceanside Water District – Baughman Creek Water Rights Transfer
- Vineyard Mtn Water District – Water Rights Extension
- City of Junction City - 11th & Elm St Well Improvements
- City of Rockaway Beach - Hwy 101 Waterline Improvements
- City of Junction City - 1st Ave Waterline Improvements
- Willamina School District - Fire Pump Station Design
- City of Gates – Water Improvements (Pipeline, Reservoir, WTP, Booster Station)
- Oregon Drinking Water Program Circuit Rider (Technical Assistance)
- Various Jurisdictions – Over 17 miles of new waterline design



Wastewater Engineering

- City of Lincoln City – Spyglass Pump Station Upgrade
- City of Rockaway Beach - Main St Pump Station Upgrade
- City of Newberg – 2<sup>nd</sup>, 3<sup>rd</sup>, and 6<sup>th</sup> St WW Main Replacement
- City of Rockaway Beach – WW Main Pipe Bursting and Main St Force Main
- City of Hood River – WWTP Odor Control Biofilter Design
- City of Lincoln City - Roads End South Pump Station Upgrade
- City of Lincoln City - Jetty Ave Trunk Line Replacement
- Tri-City Water & Sanitary Authority – Lift Station #2 Upgrade
- Tillamook County – Tillamook County Courthouse WW Improvements
- City of Junction City - WWTP Lagoon Air Diffusion System
- City of Junction City - 17th Ave Pipe Bursting
- City of Amity - WWTP Headworks Pump Station
- City of Lincoln City – West Devils Lake & Hwy 101 Pump Station Upgrade
- City of Newberg - Infiltration and Inflow (I&I) Study
- City of Stayton - Infiltration and Inflow (I&I) Study
- Various Jurisdictions – Over 30 miles of wastewater collection system design

Transportation Engineering

- City of Newberg – 2020 Pavement Maintenance and Rehabilitation
- City of Rockaway Beach – Hwy 101 & Washington St Flashing Beacon Ped Crossing
- City of Rockaway Beach – N Pacific St LID
- City of Lincoln City - Coast Ave Roadway Improvements
- City of Detroit - Hwy 22 Rectangular Rapid Flashing Beacon (RRFB) Crossing
- City of Lincoln City - Hwy 101 (19<sup>th</sup> to 23<sup>rd</sup> St) Sidewalk & ADA Improvements
- City of Willamina - HWY 18 Sidewalk & ADA Improvements
- City of Detroit - Clester Road Overlay
- City of Lake Oswego - Capitol Roadway Improvements
- Various Jurisdictions – Over 15 miles of public roadway design

Stormwater Engineering

- City of Newberg – 2020 Stormwater Master Plan Update
- City of Newberg – Wyooski St Stormwater Outfall Improvements
- City of Rockaway Beach – Rock Creek Culverts Replacement
- City of Lincoln City - Hwy 101 (19<sup>th</sup> to 23<sup>rd</sup> St) Stormwater Improvements
- Tillamook County - Southern Flow Corridor Salt Marsh Restoration
- City of Lincoln City - 52nd Dr & Keel Ave Stormwater Improvements
- City Grants Pass - Stormwater Master Plan
- City of Silverton - Stormwater Master Plan
- City of Wood Village - Stormwater Master Plan
- Various Jurisdictions – Modeling and design of stormwater detention and water quality facilities for many private and commercial development projects including ponds, swales, infiltration basins, and rain gardens.
- Various Jurisdictions – Storm water conveyance systems including piping, culverts, ditches, and tide gates.
- Various Modeling techniques and software (XPSWMM & HydroCAD) including, rational method, SBUH, and SCS.

Site Design

- Albany – Franklin Reserve Planned Unit Development
- Confederated Tribes of Grand Ronde – IT/Procurement Facility
- Dundee – White Walnut Estates Winery
- Newberg – Fairfield by Marriot Hotel
- North Plains – Global Electric Facility

**ZACK HARTMAN, PE**  
*Project Engineer*
**Education**

University of Portland, BS  
Civil Engineering

**Registration**

Professional Engineer  
Oregon: #89933PE  
Washington: #22010398

**Years of Experience**

9

**Experience with HBH**

Since February 2018

Mr. Hartman is a project manager at HBH with over nine years of municipal experience in water treatment, pumping, transmission, and distribution, and wastewater treatment, pumping, and pipe projects. Zack's water treatment experience includes assisting in the design of a new disinfection facility in Junction City, a new iron and manganese treatment plant in Gresham, a new conventional filtration plant in Tigard, a raw water intake upgrade in Oakland, a corrosion control facility upgrade in Weslinn, and a filtration plant expansion in Junction City. Zack gained a strong practical understanding of water treatment from his hands-on work experience as an operator at the Grants Pass Water Filtration Plant. Zack managed an asset management plan for the Confederated Tribes of Warm Springs, including creating a capital improvement program to maximize the useful life of WTP by replacing failed equipment, rehabilitating aging equipment, and installing new treatment processes. Zack assisted in the design of water pump stations in Netarts, Rockaway Beach, and Tualatin.

**Representative Project Experience**Wastewater Engineering

- City of Portland – Columbia Boulevard WWTP Headworks Improvements
- City of Portland – Columbia Boulevard WWTP Primary Clarifier Sludge Collector Improvements
- Fox Farm Resort – Fox Farm Wastewater Treatment – MBR
- City of Junction City – North Common Sewer Force Main
- City of Rockaway Beach – Sanitary Sewer Pipe Replacement
- City of Portland - Inverness 30" Sewer Force Main Rehabilitation
- City of Gresham Sanitary Sewer Main Aerial Creek Crossing and Sewer Realignment

Water Engineering

- Weslinn Water Company – Corrosion Control Aeration Improvements
- City of Oakland – Intake Improvements
- City of Junction City – Water Treatment Plant Expansion
- City of Rockaway Beach – HWY 101 Water Main Phase III
- City of Junction City – Water Master Plan
- City of Newberg – George Fox University Flow Waterline Improvements
- City of Detroit – Water System Distribution Improvements Phase 2
- City of Gresham Water Treatment Plant Site Expansion
- City of Gresham Water Transmission Main
- Warm Springs Tribes WTP Asset Management Plan

Road Engineering

- City of Newberg - Pavement Rehabilitation and ADA Improvements
- City of Rockaway Beach – 2019 Asphalt Overlay

Land Development

- Cowlitz Meadows - 33-acre, 102-unit single family residential subdivision in Toledo, WA
- The Villages at Beavercreek - 10-acre, 180-unit mixed-use and residential subdivision in Oregon City
- The Flats @ Rogers Landing - 2-acre, 40-unit, 4-building apartment complex in Newberg, OR
- Huegel Woodland Development - 33-acre, 7-unit single-family residential development in Woodland, WA
- Hilltop Meadows - 5-acre, 80-unit multi-family apartment complex in Winlock, WA



EXPERIENCE  
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**Jenny Borth, EIT**

*Project Designer*

**Education**

University of Oregon, BS  
Environmental Science

Oregon State University,  
Masters of Engineering  
Environmental Engineering

**Registration**

Engineer-In-Training  
Oregon #90972E1

**Years of Experience**

6

**Experience with HBH**

Since October, 2018

Jenny is a **project designer** at HBH with a master's degree in environmental engineering and over six years of experience in water improvements projects, site design, and wastewater upgrades. Jenny excels in roles that require coordination with government entities to navigate difficult regulatory standards and changing government requirements. Her water experience includes water rights transfers, multiple well projects, and water treatment projects, which required coordination with OHA and local governments. In 2023, she worked with DEQ to provide timeline extensions and extended compliance schedules for two of our clients. Prior to joining HBH, Jenny acquired experience in survey, system controls, construction inspection, and environmental remediation and restoration. In 2023 and 2024, Jenny provided funding application assistance to the City of Junction City enabling them to acquire grant assistance for several projects.

**Representative Project Experience**

Water System Engineering

- City of Junction City – Funding Assistance
- City of Junction City – Bailey Well
- City of Junction City – Raintree Well and Water Treatment Plant
- City of Junction City – Alderdale Well
- City of Junction City – Water Right Transfers
- Beaver Water District – Water Treatment Plant OHA Approval
- Beaver Water District – Water Right Transfer
- City of Detroit OR– Phase 2B Distribution Improvements
- City of Detroit OR – Water Rate Study
- Sleepy Hollow Phase 1 – Arsenic Treatment Feasibility Study
- Weslinn Water Company – Corrosion Control
- Hiland Water Company – Hillview System Corrosion Control
- Kozy Acres – Water Treatment and Distribution System
- Whaleshead Beach RV Resort – Water Treatment Design and Water Source Investigation
- City of Salem – Water Quality Monitoring
- City of Rockaway Beach – South Second Street PRV
- City of Oakland – Water Treatment Plant Upgrades

Wastewater Engineering

- City of Junction City – Wastewater Facilities Plan
- City of Junction City – Flat Creek Analysis
- City of Lincoln City – Wastewater Feasibility Study
- City of Newberg – 2<sup>nd</sup>, 3<sup>rd</sup>, and 6<sup>th</sup> Street Wastewater Rehab Project
- City of Oakland – Wastewater Effluent Diffuser Replacement
- City of Junction City – Wastewater Projects Funding Coordination
- City of Junction City – Recycled Water Use Plan
- Port of Tillamook Bay – Wastewater Treatment Plant Improvements
- Fox Farm - Recycled Water Compliance Update

Site Design

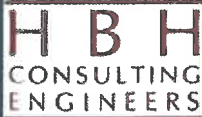
- Global Electric – Industrial/Commercial Site
- Fox Farm Resort
- Flats at Rogers Landing

Parks and Transportation

- City of Junction City – Parks Master Plan
- City of Rockaway Beach –Wayside Beach Access
- City of Junction City – West Side Trail System & Wetland Restoration
- City of Newberg – Pavement Rehabilitation

Construction Management and Inspection

- Gas Station Well Abandonment
- City of Detroit – Phase 2B Distribution Improvements Inspection



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## DEVIN SENE, EI, LSI

*Project Drafter & Designer*

### Education

Oregon State University,  
BS Civil Engineering

### Registration

EI, Oregon #94577EI  
LSI, Oregon #94577LSI

### Years of Experience

8

### Experience with HBH

Since September 2022

Mr. Devin Sene has experience in Surveying and Private Civil Design throughout his 8 years working in the industry. He has participated in the design of all phases of waste, storm and potable water for subdivisions, as well as land development projects including site design and inspection services. Devin's previous experience has focused on topographic mapping and drafting, subdivision design and stormwater feasibility surveys. Currently Devin assists with Engineering Plan Review with the City of Hood River, site inspection for a number of projects designed by HBH, and has been the main designer/drafter for multiple projects over his years with HBH. Devin has also been assisting with municipal projects involving water and wastewater systems for the City of Rockaway Beach, the City of Junction City and the City of Hood River.

### Representative Project Experience:

#### Site Design

- Anchor Street Park – Redesign civil grading plans and conducting inspections for the new Anchor Street Park
- Engineering Plan Review for 15+ projects for the City of Hood River
- Middlebrook Subdivision – Retaining wall design, lot grading, pedestrian path design, etc.
- Campanella Subdivision – Redesigning Storm, Sanitary and Water systems to avoid pipe interferences in phased subdivision
- Habitat for Humanity – Private site design for affordable housing
- Archery Summit – Retaining wall design for fire-water tank installation

#### Water Engineering

- City of Rockaway Beach – Water Capital Improvements plan update
- Pacific Street waterline replacement – Assisted in design of waterline replacement project in Rockaway Beach, OR
- Middlebrook Subdivision – Public Water System design
- City of Hood River PRV replacement – Construction plans for replacement of two PRV stations in Hood River
- City of Oakland – Design and drafting of mechanical piping for GAC system installation in water treatment plant
- City of Junction City – Design and drafting of Alderdale well building and treatment

- Water system improvements – Corrosion control water system design for Nestucca High School and K-8 Elementary School

#### Wastewater Engineering

- City of Rockaway Beach – Wastewater Capital Improvements plan update
- City of Junction City – Design and drafting of plans for installation of an actuating effluent shut-off valve

#### Stormwater Engineering

- Middlebrook Subdivision – Stormwater Management plan and Stormwater collection system and treatment design
- Wynooski Stormwater Outfall – Site, stormwater system and grading re-design for a new stormwater outfall in Newberg, OR

#### Inspection Experience

- Water Treatment Plant – Inspection and construction assistance during the construction of the WTP located in Detroit, OR
- Bailey Park Well – Inspection and construction assistance for the new well building located in Junction City, OR
- City of Detroit – Asphalt Pavement Inspection
- City of Junction City, The Reserve Phase 2 – Asphalt Pavement Inspection and Sanitary Sewer testing Inspection

#### Drafting Experience

- Anchor Street Park site and grading re-design – Rockaway Beach, OR
- Topographic Map drafting – Mahan Industrial, KEM 149<sup>th</sup> Subdivision, Airport Way Wetlands, Stoller Farms, Etc.
- ADA Ramp topographic drafting – ODOT ADA program
- ALTA Survey drafting
- Foundation Certification drafting

#### Transportation Engineering

- Middlebrook Subdivision – Frontage Improvements for Washington County and road design for city streets.



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## MICAH CISNEROS, EIT

*Project Drafter & Designer*

### Education

Oregon Institute of Technology, BS Civil Engineering

### Registration

EIT, Oregon #94143EI

### Years of Experience

7

### Experience with HBH

Since January 2021

Mr. Micah Cisneros has experience in municipal and private civil engineering design. He has participated directly in all phases of waste, storm, and potable water general civil projects. Micah's experience prior to joining HBH was focused on commercial/industrial site design.

### Representative Project Experience

#### Water System Engineering

- Friendsview Retirement Community – Springbrook Meadows Public Water Main Extension/ Private Water Distribution System
- Gran Moraine Winery – Rain Water Collection/Treatment System
- Stoller Family Estate – Domestic/Fire Water Distribution
- The Ground – Rainwater Collection/Treatment System

#### Wastewater Engineering

- Port of Tillamook Bay Wastewater Treatment Plant Upgrades – De-chlorination and Ammonia Removal design
- McMinnville Dunn Place Subdivision – Wastewater Collection System
- Friendsview Retirement Community – Springbrook Meadows Collection System

#### Stormwater Engineering

- Grand Ronde Steam Restoration – Culvert Replacement
- Leif Erikson Trail – Culvert Replacement
- Stoller Family Estate – Stormwater Treatment/Detention Facilities
- Crestview Crossing Commercial – Stormwater Treatment/Detention Facilities
- George Fox University – Stormwater Treatment/Detention Facilities
- Beaudry's Custom Woodworking – Stormwater Treatment/Detention Facilities
- Friendsview Retirement Community – Springbrook Meadows Stormwater Treatment/Detention System

#### Transportation Engineering

- Dundee Linden Ln Extension Roadway Design
- City of Portland – NE 57<sup>th</sup> Avenue LID
- Habitat for Humanity – ½ Street Improvements
- Newberg Street Rehabilitation Design
- Park Meadows Subdivision Design
- McMinnville Dunn Place Subdivision Design

Site Design

- Friendsview Retirement Community – Springbrook Meadows Duplexes
- Stoller Family Estate – Experience Center Site Development
- Crestview Crossing Newberg – Commercial Development
- George Fox University – Health Occupations Building Site Development
- Habitat for Humanity – N. Interstate Ave. and N. Kilpatrick St.
- Hillsboro School District – Miller Education Center West Improvements
- Hillsboro School District – Farmington View ES Site Improvements
- BluePearl Veterinary – Site Improvements
- Beaudry’s Custom Woodworking – Building Expansion Site Improvements
- Park Meadows Subdivision Design
- McMinnville Dunn Place Subdivision Design

Continuing Education/Short Seminars

- StormTech – Stormwater Management
- Contech Engineered Solutions – Stormwater Management
- Old Castle Precast – Stormwater Management
- ODOT - ADA Curb Ramp Inspector Certification
- USDA Rural Development Webinar

Inspection Experience

- City of McMinnville Grind and Inlay – Asphalt Pavement Inspection
- Habitat for Humanity Aspire Community – Asphalt Pavement Inspection
- The Cottages at Chegwyn Villages – Storm/Sanitary Sewer Inspection
- City of McMinnville Street Repair and Repaving – ADA Ramp Inspection
- McMinnville Airport Runway – Subbase Inspection
- Jackson Family Wines – Storm Sewer Inspection
- City of Detroit Water Improvements – Water Inspection
- Confederated Tribes of Grand Ronde 312 Culvert – Arch Culvert installation inspection
- Reserve Phase II (Junction City) Sewer – Sanitary Sewer and ADA Ramp Inspection
- Rolling Meadows (Junction City) – ADA Ramp Inspection
- Grand Ronde Stream Restoration - Culvert Replacement

Engineering Plan Review

- City of Hood River – Engineering Development Plan Review
- City of Detroit – Grading Permit Plan Review





## Matt Kohlbecker <sup>RG</sup>

### Principal Hydrogeologist

#### EXPERIENCE

22 years

#### EDUCATION

MS, Hydrogeology, University of Nevada, Reno

BS, Geology, Denison University, Ohio

#### REGISTRATIONS

Registered Geologist, Oregon

#### QUALIFICATIONS

- Expertise in UIC and cleanup regulations
- Experienced in well drilling and subcontractor oversight
- Expertise in stormwater problems and managed cleanup projects
- Experienced in field data collection
- Groundwater sampling and reporting
- Proficient in MODFLOW, MT3D, and MODPATH

Matt has 22 years of experience helping municipalities and businesses solve water resource challenges. He has worked extensively on all stages of groundwater supply development, including well siting studies, preparation of bid specifications, well design, well drilling, and well rehabilitation. Matt has been the lead hydrogeologist on the design and construction oversight for over 25 water wells in Oregon. In addition, Matt is experienced in using innovative technologies such as aquifer storage and recovery (ASR) and artificial recharge (AR) to augment water supply.

#### REPRESENTATIVE PROJECTS

##### **Municipal Well Design and Construction, Bailey Park Well, Junction City, Oregon.**

The City of Junction City constructed, drilled, and tested a new municipal water supply well at Bailey Park. The well is completed in alluvium and is about 300 feet deep. The well capacity was at least 900 gallons per minute, which exceeded the target capacity for the well.

##### **Municipal Well Design and Construction, Cascade Well 6, City of Gresham, Oregon.**

Matt is the project manager for the City of Gresham's new Cascade Well 6, which is being completed in the Sand and Gravel Aquifer. Matt conducted permitting activities (OHA Site Plan), developed a conceptual well design, and authored bid specifications, and is managing the drilling of the well, which currently is in progress. The well will be completed in early 2023. Matt also helped the City solve water management challenges at the site by overseeing the development of bid specifications for construction of drywells to discharge water from aquifer testing.

##### **Municipal Well Design and Construction, Cascade Well 10, City of Gresham,**

**Oregon.** Matt is the project manager for the City of Gresham's new Cascade Well 10, completed in the Sand and Gravel Aquifer. Matt authored bid specifications, permitted the project with the Oregon Health Authority, and will provide drilling management services when construction begins in late 2023.

##### **Municipal Well Design and Construction, Riverside Well 1 and 2, City of The Dalles,**

**Oregon.** Riverside Well 1 and Riverside Well 2 are located in the 310 Zone in The Dalles, Oregon, and are completed in the Columbia River Basalt Group Aquifer. The wells are completed in the Sentinel Gap and Sand Hollow flows of the Frenchman Springs Member, Wanapum Formation, Columbia River Basalt Group. Matt developed technical drilling specifications for the wells and oversaw the design, construction, and testing of the wells. The wells were found to produce over 1,800 gpm, exceeding the target capacity for the wells.

##### **Municipal Well Design and Construction, Boone Well No. 3, City of Aumsville,**

**Oregon.** The City of Aumsville has transferred water rights from two old municipal wells that have experienced performance issues to a new municipal well. Matt is the project manager on a project to develop bid specifications for the new wells, permit the new wells with the Oregon Health Authority, and provide construction oversight and well design and testing services for the new wells.

**Municipal Well Design and Construction, Eugene Water and Electric Board (EWEB), Springfield, Oregon.** Matt assisted EWEB with the design and installation of four emergency backup wells at four separate sites in Eugene and Springfield, Oregon. Matt developed a conceptual well design for each well, authored bid specifications for each well, supported well site selection, oversaw well drilling, designed the well screens, and performed aquifer testing and water quality sampling. The wells were equipped with solar powered pumps for use in the case that a natural disaster (e.g., earthquake) disrupts EWEB's current surface water drinking water supply source. Matt also provided hydrogeologic support for two additional emergency supply wells at two other locations.

**Municipal Well Design and Construction, Springfield Utility Board (SUB), Springfield, Oregon.** SUB is replacing three municipal supply wells in SUB's Willamette Wellfield. Matt is assisting SUB with development of bid specifications for well installation and well decommissioning, permitting of the new wells with the Oregon Health Authority, providing construction oversight and oversight of well testing services, and development of operational recommendations for the new wells.

**Municipal Well Design, Wells Nos. 2 and 5, Cities of Dayton and Lafayette, Oregon.** The Cities obtain their water from a fluvial aquifer located northwest of Dayton, and installed Wells Nos. 2 and 5 in 2007. Wells Nos. 2 and 5 are completed in unconsolidated alluvial sand and gravels that are interbedded with low permeability clays and silts. Matt oversaw drilling using reverse circulation/dual-rotary techniques, logged subsurface soils, specified well design criteria (e.g., screened interval, screen slot size, diameter), and conducted well testing to develop operational recommendations for the wells. The operational recommendations (e.g., pumping rate, maintenance schedule) and well testing were documented in a technical memorandum for the Cities. The wells came online in 2007 and sustainably produce about 200 gallons per minute.

**Municipal Well Design, Rockwood Water People's Utility District (RWPUD), Gresham Oregon.** RWPUD installed a high-capacity well in the highly permeable Sand and Gravel Aquifer beneath the City of Gresham. Matt assisted with well screen design (i.e., slot size and screened interval determination) and aquifer testing. The well is currently producing water more than 4,000 gallons per minute.

**Artificial Recharge Feasibility Evaluation and Permitting, Central Area AR Project, Umatilla County, Oregon.** Umatilla County is developing an AR project at the former Umatilla Army Depot as part of a regional water supply strategy that will facilitate economic development and provide environmental and public benefit to communities in northeast Oregon. Source water from the Columbia River will be infiltrated at an infiltration basin, where it will migrate downward and recharge the aquifer. The target recharge rate is 45 cubic feet per second and up to 18,000 acre-feet per year. Matt is the technical lead and project manager for an effort to characterize subsurface soils and groundwater at the project site and apply for an AR Limited License from the Oregon Water Resources Department. The subsurface characterization will help the project team to determine storage volumes, infiltration rates, and estimated land requirements, and complete permitting documents.

**Aquifer Storage and Recovery (ASR), City of Hermiston, Oregon.** Matt is project manager for development of the City's ASR program. Project work has included a review of relevant background information related to existing water system infrastructure, supply and demand information, groundwater supply, and water supply through the Port of Umatilla; the City's water rights relative to potential ASR source water authorization; and the OWRD ASR regulatory framework, including Umatilla Basin Plan and Critical Ground Water Area relative to potential ASR concepts Matt submitted an application for an ASR Limited License to OWRD during the spring of 2024 on behalf of the City, and is currently developing technical drilling specifications to drill, construct, and test the well. The well will be completed in the Columbia River Basalt Group.

**ASR Support, The City of The Dalles, The Dalles, Oregon.** Matt managed the development of an ASR program from a basalt well in The Dalles, Oregon. Matt developed technical drilling specifications, developed a design for the wells, oversaw drilling and construction, oversaw testing, prepared permitting documents, implemented management of the OWRD-required background groundwater monitoring program, developed annual reports for submittal to OWRD, and is currently assisting the City with cycle testing. The ASR wells will be conveyed to the City of The Dalles after construction.



# Suzanne de Szoeki

## Supervising Water Resources Consultant

### EXPERIENCE

15 years

### EDUCATION

PhD, Environmental Engineering Sciences, University of Florida

MS, Environmental Engineering Sciences, University of Florida

BA, Biology, Wellesley College

### QUALIFICATIONS

- Expertise in watershed management and planning
- Experience developing water conservation outreach programs and materials
- Experience in water rights management, including preparation of Water Management and Conservation Plans
- Experience developing source water protection plans

Suzanne has 15 years of experience specializing in watershed management and planning. Her expertise includes water rights management, water management and conservation plan (WMCP) development, drinking water protection plan development and implementation, watershed planning documents development, and water conservation program development and support. She has worked extensively with coastal communities and water providers, including the Cities of Depoe Bay, Lincoln City, Rockaway Beach, Florence, Toledo, Newport, Waldport, and Yachats, and the Seal Rock Water District.

### REPRESENTATIVE PROJECTS

#### **Sourcewater Protection Plan Development, City of Rockaway Beach, Oregon.**

Suzanne is leading the development of a Sourcewater Protection Plan for the City of Rockaway Beach. The plan identifies threats to the City's primary drinking source, Jetty Creek, and documents current and potential risks in the source water area, identifies strategies for eliminating or minimizing those risks, and establishes a detailed implementation plan to carry out the selected strategies.

#### **Drinking Water Protection Plan Development and Implementation, City of Yachats, Oregon.**

Suzanne managed the development of a Drinking Water Protection Plan for the City of Yachats that identified threats to the City's water supply and described effective strategies to reduce or prevent risks to the water supply in the future. Following plan approval, Suzanne managed implementation of parts of the Drinking Water Protection Plan, including communications protocols and stakeholder outreach materials development, monitoring plan development, and a water conservation ordinance analysis with a public input process.

#### **Drinking Water Protection Plan Development and Implementation, City of Lincoln City, Oregon.**

Suzanne led the development of a Drinking Water Protection Plan for the City of Lincoln City. Suzanne is now helping the City to explore opportunities to protect its water supply through land acquisition or conservation easements.

**Water Management and Conservation Plans, Various Clients, Oregon.** Suzanne has developed WMCPs for dozens of Oregon cities and water providers. A WMCP describes the historical water demand and consumption, historical water loss, water system, water rights and water rights reliability, water conservation efforts, curtailment plan, future projections of water use, and the projected need for water under the client's water rights. This work requires collecting information from clients, integrating information from relevant documents, analyzing and presenting data, and writing the WMCP in accordance with Oregon Water Resources Department requirements.

**Water Right Permit Extension Applications, Oregon.** Suzanne has led and assisted in the preparation of applications for extension of time for a water use permit. Developing the applications involved collecting information from the client, analyzing water rights and water use, carefully addressing application requirements, and clearly justifying the need for the extensions.

**Mid-Coast Water Conservation Consortium (Mid-Coast Water), Oregon.** Suzanne helped form Mid-Coast Water, a group of water providers on Oregon's Mid-Coast working together to promote water conservation, improve resiliency to droughts and water supply emergencies, and increase coordination among local water providers. Members currently include the Cities of Lincoln City, Newport, Toledo, Waldport, and Yachats, and Seal Rock Water District. Suzanne has developed water conservation outreach materials targeting water customers, identified and purchased water conservation items for Mid-Coast Water member distribution, developed lessons for elementary school-aged students, hosted booths at events, analyzed curtailment plans of Mid-Coast Water members for alignment opportunities, and developed annual work plans.

**Water Right Inventory, City of Hillsboro, Oregon.** Suzanne developed an inventory of water rights located on City-owned land or land that the City may acquire in the near future. She searched the Oregon Water Resources Department's (OWRD's) online databases for non-municipal water rights on City-owned lands and compiled those water rights on City-owned land into a binder, including their associated maps and the well logs for groundwater rights. Suzanne also conducted a search of all wells on City-owned lands that are not subject to a water right and included that information in the binder.

**North Santiam Watershed Drought Contingency Plan, Santiam Water Control District, Oregon.** Suzanne is managing an update of the Drought Contingency Plan for the North Santiam watershed. The original plan was approved by the US Bureau of Reclamation in 2018. She facilitates regular collaborative meetings of a diverse group of stakeholders throughout the watershed, representing agriculture, conservation, forestry, fisheries, drinking water providers, and recreation. The goal of the project is to develop an updated plan that will help make the North Santiam watershed and its communities, ecosystems, and economic activities more resilient to drought.

**Water Conservation Cost-Effectiveness Analysis, Cities of Redmond and Bend, Oregon.** Suzanne conducted a cost-effectiveness analysis of water conservation measures for the City of Redmond to achieve the following goals: (1) determine which conservation measures could most effectively reduce residential and commercial customer summer season water demand, (2) improve its water conservation program, and (3) meet water conservation benchmarks in its WMCP. Suzanne used a decision support model to conduct a projected demand and water conservation analysis that compared the potential benefits and costs of implementing water conservation measures. The modeling determined the projected benefits and costs through the selected planning period associated with three conservation programs, each consisting of an array of different indoor and outdoor water conservation measures. This analysis has helped guide the expansion of the City of Redmond's water conservation program. Suzanne also conducted a cost-effectiveness analysis of water conservation measures for the City of Bend as part of its process to update its WMCP and Water Master Plan. This analysis helped the City of Bend determine what conservation measures to implement in the coming years and clarified the extent to which water system expansion projects could be delayed as a result of water conservation.

**Cooperative Watershed Management Program, Santiam Water Control District, Oregon.** Suzanne managed an effort to help the North Santiam Watershed Stakeholders to (1) integrate existing watershed planning efforts, (2) continue to build trust across the watershed and increase stakeholder participation and engagement, and (3) develop a shared understanding of watershed challenges and interdependency among all stakeholders. Tasks included meeting with stakeholder groups, preparing presentation materials, aligning watershed outreach materials, developing a contact list for outreach and education, forming a watershed forum (Council of Water Leaders) for discussing water issues, and planning and holding a leadership symposium as part of that forum.

**Council of Water Leaders, North Santiam Watershed Council and City of Salem, Oregon.** Suzanne is managing the Council of Water Leaders, a forum that creates a pathway to improve water management in the North Santiam Basin by providing decision-makers with the latest information about water issues and by increasing coordination among organizations. Suzanne develops agendas, coordinates speakers, disseminates meeting information, and plans and facilitates the quarterly meetings and annual symposium.



## Jesse Hall GIT

### Project Hydrogeologist

#### EXPERIENCE

5 years

#### EDUCATION

MS, Water Resources Science,  
Oregon State University

BS, Earth Sciences, Oregon  
State University

#### REGISTRATIONS

Geologist in Training, Oregon

#### QUALIFICATIONS

- Hydrogeologic evaluations
- Experienced in well drilling and subcontractor oversight
- Experienced in field data collection
- Groundwater sampling and reporting
- Soil and water sampling and testing

Jesse collects and manages field data, provides oversight of well drilling and construction projects, and conducts hydrogeologic investigations. He has a background in planning and executing environmental and hydrogeologic investigations for private and public sector clients in Oregon and Washington. He has experience conducting aquifer recharge investigations and water availability assessments.

#### REPRESENTATIVE PROJECTS

**Well and Water Rights Support, City of Florence, Oregon.** The City of Florence wants to construct a new production well and hired GSI to evaluate the City's water rights and well capacities to identify an appropriate water right for the new well. Jesse developed an initial work plan and technical specifications for the new production water well, and he will provide construction oversight beginning in January 2025. GSI performed the necessary administrative actions of adding this new well to the selected water right, including facilitating the permit review with the Oregon Water Resources Department (OWRD).

**New Water Supply Well Development and Construction Oversight, City of Junction City, Oregon.** Jesse provided field support for this effort to help the City of Junction City increase its water supply. The City had been facing significant performance declines with its existing groundwater wells and needed to develop new water supply wells to make up for lost water supply. Jesse developed the initial work plan and technical drilling specifications and served as the field lead during well construction and testing. He worked closely with the client and project managers to guide drilling strategy and characterize drill cuttings for grain size and consistency to help better inform well screen design decisions. Jesse completed final well construction report for submittal to the client.

**Riverside Well 1 and Well 2 Construction and Testing Oversight, City of The Dalles, Oregon.** As a subconsultant to an engineering firm, GSI is providing support services throughout the construction, testing, and permitting phases of the installation of Riverside Well 1 and Well 2. GSI is also providing recommendations related to future well operation and maintenance. Riverside Well 1 is planned to be operated as an aquifer storage and recovery (ASR) well and Riverside Well 2 is planned to be operated as a production well. Jesse worked as part of a team tasked with oversight of all aspects of well construction and testing from initial drilling to aquifer testing.

**New Water Supply Well Installation, City of Aumsville, Oregon.** As a subconsultant to an engineering firm, GSI is helping with the planning, permitting, design, contractor procurement, drilling, construction, and testing phases of the project to facilitate the successful installation of the two new water supply wells and also provide recommendations related to future well operations and maintenance. Jesse was the field lead during the construction, development, and aquifer testing phases. He worked closely with the client and project managers to guide drilling strategy and characterize drill cuttings for grain size and consistency to help better inform well screen design decisions. Jesse also completed the final well construction report.

**Well Rehabilitation Support, City of St. Paul, Oregon.** Jesse worked as field lead during physical and chemical well rehabilitation, aquifer testing, and water quality sampling and analysis to help the City of St. Paul with a phased approach to rehabilitating a well (Well 1). The performance of Well 1 had declined significantly to the point where it was only capable of producing 15 gallons per minute (gpm) or less. The anticipated production rate of the well after rehabilitation, based on prior operations, is approximately 80 gpm. Jesse completed the final rehabilitation reporting.

**Santiam Canyon Infiltration Analysis, Marlon County, Oregon.** The communities of Mill City and Detroit are developing two separate wastewater treatment facilities that will both dispose of wastewater by infiltration through subsurface soils at infiltration basins. The facilities will each be permitted under a Water Pollution Control Facility (WPCF) Permit from the Oregon Department of Environmental Quality (DEQ). Jesse worked as field lead and project coordinator during multiple phases of the project, including site feasibility assessment, well construction and development, surface water/groundwater connection investigations, and surface water infiltration testing. He also drafted the initial work plan and the final field report.

**Mill City Infiltration Basin Pilot Test, Santiam Canyon, Marion County, Oregon.** GSI is conducting a pilot test for a proposed infiltration basin that will be used to infiltrate advanced treated (Class A) wastewater from the communities of Mill City and Gates, Oregon. Jesse worked as field lead and project coordinator during the preparation and execution of the infiltration test, including well construction, water quality sampling, instrumentation setup, excavation oversight, and monitoring. He also drafted the initial work plan and the final field report.

**Remedial Investigation and Feasibility Assessment (RI/FS) Document Updates, Port of Morrow, Boardman, Oregon.** Jesse provided technical support for this permitting support project. The Port of Morrow is required by DEQ under a WPCF land application permit to have long-term monitoring of the Port's application area of reused industrial process water. The Port is installing two new monitoring wells to help understand the shallow groundwater system north of the Port's existing dry monitoring well and satisfy the WPCF requirements. Jesse worked to combine RI/FS documents from multiple application areas into one comprehensive document to submit to DEQ for review.

**Production Well Design Recommendations, Columbia River Inter-Tribal Fish Commission and Bureau of Indian Affairs (BIA), North Bonneville, Washington.** As a subconsultant to Akana, GSI developed the design basis and design options for a new production well completed in an alluvial aquifer system at BIA's North Bonneville Treaty Fishing Access Site. The new well is intended to replace a failing existing well at the site. The design basis for the new well was developed from a desk-top evaluation of hydrogeologic information, including technical reports, maps, and cross-sections from work completed in the area by the U.S. Army Corps of Engineers and information from Washington Department of Ecology's water well database. The available information was used to develop well construction design options and performance characteristics for the new well (e.g., estimated well depth, diameter, and yield) and preliminary well design schematics. Jesse developed an initial work plan and technical specifications for the new production water well.



## Zach Pike-Urlacher

### Project Water Resources Consultant

#### EXPERIENCE

7 years

#### EDUCATION

MS, Water Resources Policy and Management, Oregon State University

GIS Certificate, Oregon State University

Water Conflict Management and Transformation Certificate, Oregon State University

BA, Human Ecology and The Integrative Approach to Personal, Population, and Environmental Health, Western Washington University

#### QUALIFICATIONS

- Knowledgeable about Oregon water rights management and permitting for water resources projects
- Proficient in Microsoft Office software, ArcGIS, ENVI, and Python

Zach has 8 years of experience in water resource planning, water rights, and watershed management. He is knowledgeable about Oregon water policy and helps clients to characterize their water resources and plan for long-term sustainability. He is experienced in installing and maintaining streamflow monitoring stations and associated data systems, conducting due diligence research, and assisting clients with water right extensions, beneficial use claims, applications, transfers, and water management and conservation plans. He previously worked as a river restoration technician.

#### REPRESENTATIVE PROJECTS

**Water Rights Support for New Water Well, City of Rockaway Beach, Oregon.** Zach provided water rights support to help the City of Florence add a new well to the Florence Dunal Aquifer wellfield. This work included evaluating the City's water rights and well capacities to identify an appropriate water right for the new well and preparing and submitting a water right permit amendment to add an additional point of appropriate to the recommended water right.

**Water Right Permit Applications, Various Clients, Oregon.** Zach has led and assisted in the preparation of water rights permit applications for the use of stored surface water, live flow surface water, and groundwater. Developing applications involves reviewing basin programs and water availability, projecting the client's water demand, carefully addressing application requirements, and clearly justifying the need for a water right permit. Clients include Westwood Farms, Quandary Vineyards, Seaview Cranberries, and Martin Rapids Farms.

**Water Right Permit Extension Applications, Various Clients, Oregon.** Zach has led and assisted in the preparation of applications for extension of time for water use permits for agricultural, industrial, and municipal use. Developing applications involves collecting information from the client, analyzing water rights and water use data, carefully addressing application requirements, and clearly justifying the need for the extensions. Clients include Avion Water Company, City of Waldport, City of Philomath, City of Ashland, and Green Springs Farms.

**Permit Amendments and Water Rights Transfers, Various Clients, Oregon.** Zach has led and assisted in the preparation of permit amendment applications and water rights transfer applications for the use of stored surface water, live flow surface water, and groundwater. Developing applications involves reviewing restrictions on source and place of use changes, clearly justifying the need for a change in source, place of use, or character of use. Clients include Green Springs Farms, Westwood Farms, City of Bend, City of Prineville, and City of Salem.

**Streamflow Monitoring, City of Waldport, Oregon.** Zach manages a project to help the City monitor streamflow on surface water streams authorized for use under the City's water rights. As part of this work, Zach helped the City with the installation of a Stilling well and solar-enabled streamflow gaging station near the City's point of diversion on

Eckman Creek and upgrade of the existing Southworth Creek gaging station with a cellular data collection system. He provides ongoing field support for collecting streamflow measurements and compiles and documents the data.

**Streamflow Monitoring, Seal Rock Water District, Seal Rock, Oregon.** Zach manages ongoing streamflow monitoring services on Beaver Creek to help the Seal Rock Water District meet the requirements outlined in its water use permit. This work includes maintaining and operating the streamflow monitoring station, installed by GSI in 2019, near the District's proposed intake to monitor streamflow and water depth. Zach helps collect streamflow measurements (at various rates of flow) every four to six weeks during the required monitoring period and prepares an annual report using the collected data, which is submitted to Oregon Water Resources Department (OWRD).

**Streamflow Monitoring, Pacific City Joint Water Sanitary Authority, Pacific City, Oregon.** Zach is leading an effort to help the Pacific City Joint Water Sanitary Authority satisfy the conditions of its water use permit by conducting streamflow monitoring on Horn Creek. The work has included installing a streamflow monitoring station on Horn Creek and conducting field visits to measure streamflows to develop a rating curve that will relate river stage height (water depth) to streamflow.

**Water Rights Consulting, Harper Farms Inc., Junction City, Oregon.** Zach managed a project to assist with water rights transactions for three of the farm's properties. This included assessing the ability to obtain a new permit to use groundwater at one property, filing a water rights transfer to add a well to an existing water right certificate on another property, and filing a Groundwater Registration Modification to add a well on a third property. For the first property, Zach worked with OWRD to determine that it was possible to obtain a new water right for use of groundwater. He then completed the groundwater permit application, water right transfer application, and Groundwater Registration Modification and worked with OWRD through the review process.

**Water Right Consulting and Claims of Beneficial Use, Left Coast Cellars, Rickreall, Oregon.** Zach managed a project to help Left Coast Cellars certify two water rights permits. Zach prepared and submitted Claims of Beneficial Use (COBUs) to the Oregon Water Resources Department and provided support for certificating requests for both permits. Work included gathering and reviewing water supply and water use information, documenting compliance with terms and conditions in the permit, completing a site visit to inspect and document water use, preparing the draft COBUs for client review, finalizing and submitting the documents to OWRD, and communicating with OWRD during processing.

**Water Right Consulting, Quandary Vineyards, Yamhill, Oregon.** Zach managed a project to help Quandary Vineyards obtain the appropriate water rights for expanding the storage of an existing pond and using the additional stored water for irrigation. Zach prepared water right applications for a permit to store water in the expanded pond and a permit for use of the stored water for irrigation. For the storage permit, he facilitated the review of the applications with the local OWRD Watermaster and the Oregon Department of Fish and Wildlife prior to submittal to OWRD. He also worked with OWRD to facilitate review of the permits and to cancel the existing storage permits after the new permit was approved.

**Integrated Water Resources Plan, Marion County, Oregon.** Zach provided technical support for the development of an Integrated Water Resources Plan (IWRP) for Marion County. The purpose of the IWRP was to identify water resource issues affecting Marion County; relevant information for the County to make water resource policy decisions to address these issues; and further planning and implementation needs. The IWRP reviewed consumptive and environmental water demands and reliability of water supplies relative to these water needs. The IWRP also evaluated how water quality affects the adequacy and reliability of these water resources.

**Water Rights Projects, Westwood Farms, St. Paul, Oregon.** Zach helped develop water right projects on three Westwood Farms properties. This included developing a Claim of Beneficial Use (COBU) and a certificate request for transfer, preparing a groundwater registration modification to amend the authorized location of a well, and identifying any potential hurdles to obtaining a new permit to use groundwater from two specific wells for supplemental irrigation. Zach also worked with one of the properties to assess which acres are currently covered by water rights, the status of those rights, and if it was possible to obtain or modify any water rights to authorize irrigation of all areas on the property using any well. This project also required close work with the OWRD to obtain water rights certificates and information.





## Lindsy Hammond, PE

*Role: Pavement Lead*



Lindsy has 17 years of experience related to pavement evaluation, design, and management for a wide range of public agencies, including cities and counties throughout Oregon and is a Principal Pavement Engineer with GRI. She understands the challenges associated with urban pavement projects, including analysis of new and existing pavement systems, evaluation of subgrade support conditions, staging of construction activities, and advancing alternatives that promote sustainability. Lindsy has worked on over 200 projects throughout Oregon where she has supported agencies in cost-effective pavement maintenance and rehabilitation strategies. Her representative experience at GRI includes the following:

### REPRESENTATIVE EXPERIENCE

**City of Newberg, Pavement Rehabilitation and Maintenance Projects, Newberg, OR.** GRI completed a pavement investigation for the City to develop rehabilitation options for the City's 2020 Pavement Maintenance and Rehabilitation Projects. The project involved reviewing the streets identified by the City for maintenance or rehabilitation, evaluating the preliminary treatment selection, and providing maintenance and rehabilitation recommendations. The services included field investigation, subsurface explorations, FWD testing, GPR testing, laboratory testing, and engineering analyses for nine street segments. The pavement design analysis for rehabilitation and reconstruction with flexible pavement was performed in accordance with methodologies presented in the ODOT and AASHTO Guides.

**Clackamas County, Slurry and Chip Seal PS&E, Clackamas County, OR.** GRI is working with Clackamas County to develop plans, specifications, and estimates (PS&E) for their 2023 annual maintenance program. The project streets are based on the previous work performed by GRI to develop a 5-year program using the County's StreetSaver program.

**City of Tigard, Pavement Management Program, Tigard, OR.** GRI assisted the City of Tigard with the development of a pavement management plan. GRI used the current online version of the StreetSaver software and the City's pavement database to develop network-level maintenance and rehabilitation (M&R) project recommendations for a five-year period. Using the City's anticipated budget for the upcoming five years starting in fiscal year (FY) 2023, we developed a work plan that includes rehabilitation treatments (e.g., inlay, overlay, reconstruction) and preventive maintenance treatments (i.e., surface treatment) recommended during the next five years. We also considered the City's Equity Active Transportation Demand Score (EATDS) when selecting streets for our recommended projects list to ensure project streets were being distributed to all equity classes, focusing on areas with moderate to high EATDS.

### REGISTRATION

Professional Engineer: OR (88693PE), WA (20105712)

### EDUCATION

BS, Civil Engineering, Colorado State University  
MS, Civil Engineering, University of Illinois

### AREAS OF EXPERTISE

- Pavement Investigation
- Pavement Design
- Falling Weight Deflectometer Testing
- Pavement Maintenance Strategies

### ADDITIONAL EXPERIENCE

- City of Tigard, Preventative Maintenance Support, Tigard, OR
- City of Cornelius, Pavement Management Program Implementation, Cornelius, OR
- City of Stayton, Pavement Management Program, Stayton, OR
- City of Oregon City, 2024 Pavement Maintenance Utility Fund Paving Project, Oregon City, OR



*City of Oregon City, 2024 Pavement Maintenance Utility Fund Paving Project*



## Matt Shanahan, PE, GE

*Role: Geotechnical Lead*



Matt Shanahan is a GRI Principal who has 32 years of geotechnical engineering experience in the Pacific Northwest. His experience includes roadway improvements, landslide evaluation and stabilization, stormwater evaluation, utilities, foundations, riverbank stabilization and repair, dewatering, and development of plans and specifications. Matt has developed relationships with many local agencies throughout Oregon as a direct result of managing several on-call contracts and successfully managing, budget and schedule, and delivering quality work. He has focused on supporting local agencies along the pacific coastline and is familiar with the geotechnical conditions around these communities. His representative experience at GRI includes the following:

### REPRESENTATIVE EXPERIENCE

**City of Lafayette, Lafayette Intertie Water Line and Pump Station, Lafayette, OR.** The project consisted of approximately 8,800 lineal feet of new PVC waterline along SE Loop Road, extending from the intersection of SE Oak Road at the southwest end of the project, to the intersection of SE Lafayette Highway at the northeast end of the project area. The proposed waterline depth was 3 to 6 feet within the north- and east-bound paved travel lane of SE Loop Road. GRI provided a geotechnical investigation and construction recommendations for the new pump station.

**Clean Water Services (CWS) Waible Creek Trunk Sewer, Hillsboro, OR.** GRI provided geotechnical engineering services for a proposed new CWS gravity sewer. The sewer has a diameter of 24 inches and a total length of about 5,300 feet, and installed at depth of 35 feet below the existing ground surface. Our work has included a review of available geotechnical and geologic information for the site, a geologic reconnaissance, subsurface explorations, laboratory testing, engineering analyses, and preparation of geotechnical data and design reports.

**City of Oregon City, Inflow & Infiltration (OC I&I) Program Management, Oregon City, OR.** GRI completed a geotechnical investigation for the proposed Inflow and Infiltration (I&I) Program in Oregon City. The geotechnical investigation was performed to evaluate the subsurface conditions at five segments of proposed sewer main replacement. Additionally, we reviewed the proposed pipe alignments for existing geologic hazards and developed excavation and backfill recommendations to support the sewer replacement. The investigation consisted of field reconnaissance, subsurface explorations, and laboratory testing. This report describes the work accomplished and provides conclusions and recommendations for use in the design and construction of the proposed improvements.

### REGISTRATION

Professional Engineer: OR (#56553PE), WA (#44077)

Geotechnical Engineer: OR (#56553)

### EDUCATION

BS, Civil Engineering, Portland State University  
M Engr, Geotechnical Engineering, University of Idaho

### AREAS OF EXPERTISE

- Geotechnical Design
- Infiltration
- Seismic Studies
- Construction Observation
- Subsurface and Surface Investigations

### ADDITIONAL EXPERIENCE

- Nehalem Bay Wastewater Agency, Wheeler Pump Station & Forcemain Update, Wheeler, OR
- Willamette Water Supply Program, Sherwood Reservoir, Sherwood, OR
- Clackamas County Water Environment Services, Intertie 2 Pump Station & Forcemain Expansion, Clackamas County, OR
- City of Camas, Lower Prune Hill Booster Pump Station, Camas, WA
- Willamette Water Supply Program (WWSP) Raw Water Facility 1.0, Wilsonville, OR

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## Kevin Wood, PE Engineer (Geotechnical)

**Education:**

MS, Civil and Environmental Engineering, University of Washington - 2013

BS, Civil and Environmental Engineering, California State University- Fullerton - 2012

**Registrations:**

Professional Engineer - Civil, OR, 93570

Professional Engineer - Civil, WA, 54975

**Professional Summary:**

Kevin specializes in geotechnical engineering for pipelines, pump stations, treatment facilities, and other water/wastewater-related public infrastructure. He plans and provides site characterization, design and construction recommendations, review of project plans and specifications, and construction support and consultation. His technical expertise in supporting water supply projects includes slope stability/seepage analyses, deep excavations, seismic ground motion characterization analysis, liquefaction analyses, shallow and deep foundation systems, ground improvement techniques, retaining wall designs, subsurface drainage systems, and shoring and dewatering evaluations.

**Project Experience:****Clean Water Services, North Industrial Pump Station | Hillsboro, OR (2020-2022)**

Kevin was the project manager. Clean Water Services installed over 900 feet of deep gravity sewer, an approximately 50-foot deep pump station, and, 4,000 feet of shallow force main. The project included 3 trenchless undercrossings of Waible Creek, including the installation of a 48-inch diameter casing for a gravity sewer line using an auger bore construction. The two remaining installations, a 16-inch and 24-inch pipe, were installed using pilot tube guided bore construction. Shannon & Wilson provided geotechnical engineering services for the trenchless undercrossing of Waible Creek and open cut of the force main pipelines.

**Tualatin Valley Water District, Metzger North-South Fire Flow | Tigard, OR (2018-2019)**

Kevin was the project manager for this project in which an approximately 10,000-foot-long, new 16-inch water pipeline was installed for the Tualatin Valley Water District. The project included a jack-and-bore trenchless crossing of OR 99W. Kevin successfully coordinated with ODOT to receive the permit to advance explorations in the roadway at night and developed a cross-section for the trenchless crossing. Our scope included geotechnical recommendations, including a discussion on feasible shoring and dewatering recommendations for the launching and receiving shafts and developing geotechnical-related specifications. Shannon & Wilson also evaluated seismic hazards, which led to the strategic placement of seismic pipe joints.

**Clean Water Services, Brookman Trunk Sewer Extension | Sherwood, OR (2022-2024)**

Kevin was a project engineer. This project for Clean Water Services includes the installation of a new 9,700 linear-foot, 12- and 18-inch diameter gravity sewer pipe. The project is intended to extend the existing 18-inch sanitary sewer trunk near Cedar Creek within the City of Sherwood, through the Brookman Planning Area following Cedar and Goose Creeks, across Highway OR 99W into the Sherwood West Urban Reserve Area (URA) to the new Sherwood High School. Shannon & Wilson explored subsurface conditions along the proposed alignment with sixteen geotechnical borings; micro-pump testing was performed on standpipe piezometers that were installed in six of the borings.

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## **Jordan Melby, PE**

### **Geotechnical Engineer**

#### ***Education:***

MEng, Civil Engineering, Oregon State University – 2013  
BS, Civil Engineering, Oregon State University – 2012

#### ***Registrations:***

Professional Engineer, OR # 86997  
Professional Engineer, WA #24011364

#### ***Professional Summary:***

Jordan Melby plays a pivotal role as a senior engineer at Shannon & Wilson, specializing in geotechnical consulting for water/wastewater and public infrastructure projects. Since joining in 2022, he has brought nearly a decade of geotechnical engineering experience to the Pacific Northwest. Jordan's expertise encompasses leading and managing geotechnical subsurface investigations, evaluating site geologic hazards, and developing engineering design parameters to support various public infrastructure projects. His project portfolio includes pipelines, pump stations, parks, bridges, and treatment plants. Jordan excels in designing both shallow and deep foundations, conducting seismic analyses, evaluating and mitigating slope stability, and designing retaining walls and pavements. He effectively addresses construction design challenges with both timeliness and practicality.

#### ***Relevant Project Experience:***

##### **Schooner Creek Discovery Park | Lincoln City, OR (2023-Ongoing)**

Jordan is a key member of the engineering team serving the City of Lincoln City, providing geotechnical consultation and design recommendations for the new park in the Taft District. The park features a new performance pavilion and a covered sports court pavilion. As part of the project team, Jordan conducted seismic analysis of the site, developed design ground motions, evaluated liquefaction potential, and provided foundation design recommendations to support the new structures.

##### **Coast Guard Road Landslide Mitigation | Florence, OR (2022-Ongoing)**

Jordan is the project manager for this landslide mitigation project in Florence, Oregon. Shannon & Wilson conducted subsurface exploration and monitored slope movement using installed inclinometers. The team provided consultation to the City on mitigating the landslide and managing risks near residential properties. Jordan led the interpretation of subsurface data and conducted two-dimensional modeling of the landslide. The results were used to analyze mitigation alternatives and develop design parameters for an optimized solution. The project is currently finishing final design.

##### **Smith Road Pump Station | Scappoose, OR (2023-2024)**

Jordan managed the new Smith Road Pump Station project in Scappoose, Oregon, for Shannon & Wilson. This project involved the construction of a new wet well pump station to replace the old dry well station, which handled about half of the City of Scappoose's wastewater. Jordan and his team conducted subsurface exploration, developed design and construction recommendations to address challenging conditions, and provided support throughout the construction phase.

**HBH Consulting Engineers, Inc.  
2025 Hourly Fee Schedule**

<b>Staff/Item</b>	<b>Billing Rate</b>
City Engineer/Principal-in-Charge _____	\$164/hr
Project Manager II _____	\$158/hr
Project Manager I _____	\$154/hr
Project Engineer III _____	\$150/hr
Project Engineer II _____	\$146/hr
Project Engineer/EIT/EI _____	\$141/hr
Project Designer II _____	\$130/hr
Project Designer I _____	\$125/hr
Engineering Assistant _____	\$107/hr
Clerical/Admin _____	\$60/hr
Mileage _____	IRS Rate (\$0.70/mi for 2025)
Reproduction, Printing, Etc. _____	Cost plus 10%
Subconsultants _____	Cost plus 10%

\*Rates increase 5% annually.

\*\*Expert Witness Fees will be 1 ½ times the hourly rate.

<b>Staff</b>	<b>Classification</b>
Matthew Del Moro, PE _____	City Engineer
Robert Henry, PE _____	Assistant City Engineer/Principal-in-Charge
Andrey Chernishov, PE _____	Principal-in-Charge
Zack Hartman, PE _____	Project Manager I
Kysa Schaefer, PE _____	Project Engineer II
Micah Cisneros, EI _____	Project Engineer II/EI
Jenny Borth, EI _____	Project Engineer/EIT/EI
Devin Sene, EI _____	Project Engineer/EIT/EI
Juan Carlos Aguila _____	Project Designer II
Shayna Olsen _____	Project Designer I
GSI, GRI, & Shannon & Wilson (as needed) _____	Cost plus 10%

Classifications listed above are current job classifications and will be fixed for a minimum of ninety (90) days, pursuant to ORS 279C.110(5)(c)(A). These may change in the future as employee licensure or career progression changes.