

PROFESSIONAL SERVICES AGREEMENT

Summary of Terms

A. CLIENT NAME:	Terrebonne Sanitary District
Address:	8329 N Highway 97, Terrebonne, OR 97760
B. PROJECT NAME:	Final Sewer Design, Permitting, and Bid Support
C. PARAMETRIX:	
Office Address:	150 NW Pacific Park Lane, Suite 110, Bend, OR 97701
Project Number:	297-9398-002
D. EXECUTION DATE:	See date of latest signature by Parties on page 6.
(date of latest signature by parties)	
E. TERM:	April 30, 2027
(time for completion; see Exhibit B for work schedule)	

F. COMPENSATION (check one):	[See Section 2.1 of the Terms and Conditions for Description; See Exhibit C for Compensation Schedule.]
<input type="checkbox"/> Lump Sum	Lump Sum Amount: \$ _____
<input type="checkbox"/> Negotiated Billing Rates	Total Compensation Amount: \$ _____
<input checked="" type="checkbox"/> Salary Multiplier <u>Time and Materials, Not to Exceed</u>	Total Compensation Amount: \$ <u>100,000</u>
<input type="checkbox"/> Other: _____	Total Compensation Amount: \$ _____

G. NOTICES:	
If to Terrebonne Sanitary District:	If to Parametrix:
Address: 8329 N Highway 97	Address: 150 NW Pacific Park Lane
_____	Suite 110
Terrebonne, OR 97760	_____
_____	Bend, OR 97701
Attention: Katie Stratton	Attention: Kristen McCoy
_____	_____
(name of designated client representative)	(name of Parametrix signator)
Phone: 801-598-2057	Phone: 208-906-1182
_____	_____
Fax: _____	Fax: _____
_____	_____
E-mail: terrebonnesanitary@gmail.com	E-mail: kmccoy@parametrix.com
_____	_____

PROFESSIONAL SERVICES AGREEMENT

Terms and Conditions

This Professional Services Agreement (this “**Agreement**”) is entered into by and between Parametrix, Inc. (“**Parametrix**”) and Terrebonne Sanitary District (“**Client**”) as of the Execution Date referred to in the Summary of Terms (page 1 of this Agreement). (Parametrix and Client are each referred to herein as a “**Party**” and collectively as the “**Parties**.”) The Summary of Terms shall be incorporated with this Agreement by reference.

1. Authorization to Proceed

Unless otherwise provided in this Agreement, execution of this Agreement by Client will be authorization for Parametrix to proceed with the services outlined in the Scope of Work attached as Exhibit A (the “**Services**”). Client acknowledges and agrees that Parametrix will be providing the Services and the Work Deliverables (as defined in Section 12) specifically for and solely with respect to the Project and that attempts to reuse the Work Deliverables outside the context of the Project may cause substantial damage. Therefore, Client covenants and agrees that it shall not use the Work Deliverables, and shall not permit the Work Deliverables to be used, other than with respect to the Project, unless it has received the specific written approval of Parametrix.

2. Compensation

2.1 Parametrix’s compensation under this Agreement shall be as set forth in the Summary of Terms and may be based on any one of the following:

- (a) **Lump Sum.** Under this compensation structure, Parametrix charges Client a fixed lump sum amount for the Services to be performed for the Project; Parametrix shall be responsible for all wages or salaries of its employees and costs of subconsultants. The lump sum amount shall include all Direct Labor costs and Expenses, Indirect costs (overhead), and Profit.
- (b) **Negotiated Billing Rates.** Under this compensation structure, Parametrix charges Client on the basis of negotiated (hourly, daily, etc.) rates for work performed on Client’s Project by Parametrix employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overhead, and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.
- (c) **Salary Multiplier.** Under this compensation structure, Parametrix charges Client rates equal to the direct wages or salaries Parametrix pays to its employees for work performed directly on the Project, multiplied by a negotiated multiplier as shown in Section F of the Summary of Terms to cover payroll-related taxes, payments, premiums, benefits, and other indirect costs, plus overhead and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.

2.2 In addition to any of the fee structures set forth above in 2.1(b) and (c), Parametrix may charge Client for Direct Expenses. Direct Expenses include those costs incurred on or directly for the Project, including, but not limited to, necessary transportation costs, including current

rates for Parametrix vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone; printing, binding, and reproduction charges; all costs associated with outside consultants, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Parametrix. In either case, a service processing charge of 15 percent will be added to Direct Expenses.

3. Payment to Parametrix

Parametrix will issue monthly invoices for the compensation due as a result of services provided under this Agreement to that time, less services previously billed. Invoices are due and payable on receipt. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts. Parametrix will charge interest at the rate of 1½ percent per month, or the maximum permitted by law if less, on all past-due amounts starting 30 days after date of invoice. Parametrix will credit payments first to interest and then to principal.

4. Standard of Care

Parametrix shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Parametrix makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.

5. Term and Termination

- 5.1 **Term.** The term of the Agreement shall be as set forth in the Summary of Terms. If a term is not specified in the Summary of Terms, Parametrix’s obligation to render the Services under this Agreement will be for a period that may reasonably be required for the completion of the Services.
- 5.2 **Termination For Cause.** This Agreement may be terminated by (a) either Party if 1) the other Party fails to perform substantially in accordance with this Agreement through no fault of the other Party and does not commence correction of such failure within ten (10) days after written notice thereof and diligently completes the correction promptly thereafter, or 2) the performance of the Services pursuant to this Agreement are delayed or suspended for more than ninety (90) days for reasons beyond Parametrix’s control; (b) Parametrix, upon seven (7) days’ written notice if Parametrix believes that Client is requesting it to furnish or perform services contrary to Parametrix’s responsibilities as a licensed professional.
- 5.3 **For Convenience.** Either Party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days’ written notice to the non-terminating Party.

5.4 Payment Upon Termination. On termination, Client shall pay Parametrix for all authorized work performed up to the termination date. **If termination is by Client for convenience or by Parametrix for cause, Client shall also pay costs related to the reassignment of personnel, subcontract termination cost, and related closeout costs, plus termination expenses, including, but not limited to, costs related to the reassignment of personnel, subcontract termination costs, and related closeout costs.**

6. Cost Opinions

Any cost opinions or economic evaluations provided by Parametrix will be on a basis of experience and judgment, but, since Parametrix has no control over market conditions, including cost of labor, materials, equipment, or services furnished by others, or bidding procedures, Parametrix does not warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions. Client waives any claim for the accuracy or inaccuracy of such opinions.

7. Limitation of Remedies

Except as otherwise provided in Section 9 of this Agreement and except with respect to breaches by Client of its covenants in Section 1 of this Agreement, but notwithstanding any other provisions of this Agreement, each Party's cumulative liability to the other Party, whether in tort or in contract, for all claims, losses, damages, and expenses resulting in any way from the performance of this Agreement will not exceed **five times** the compensation received by Parametrix under this Agreement or \$50,000, whichever is greater. As used in this paragraph, when referring to Parametrix as a liable Party, Parametrix includes Parametrix and its Directors, Officers, Employees or Agents.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Parametrix, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

8. Indemnification

8.1 By Parametrix. Subject to Section 7, Parametrix shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Parametrix or its officers, directors, employees, and consultants.

8.2 By Client. Subject to Section 7, **and the terms and limitations of the Oregon Tort Claims Act ORS 30.280 to 30.300**, Client shall indemnify and hold harmless Parametrix, Parametrix's officers, directors, partners, employees, and any individuals or entities that have a contract with Parametrix to furnish services with respect to the Project from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other

professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Client or its officers, directors, employees, and consultants.

9. Hazardous Substances and Pathogens

9.1 Client has disclosed to Parametrix all data available to Client concerning the known or suspected presence of chemicals and/or chemical categories, as defined by the most current listing, 40 CFR 372 Subpart D – Specific Toxic Chemical Listings, at the Project site, including radioactive materials (a "Hazardous Substance") in connection with the Services or has represented to Parametrix that, to the best of Client's knowledge after due inquiry, Hazardous Substances, viruses, diseases, or any other pathogens do not exist at or near the Project site.

9.2 Notwithstanding any other provision contained in this Agreement and to the maximum extent permitted by law, **including but not limited to the Oregon Tort Claims Act ORS 30.280 to 30.300**, Client shall indemnify and defend Parametrix and its officers, employees, subconsultants, and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorneys' fees arising out of or relating to the presence, discharge, release, or escape of Hazardous Substances, viruses, diseases, or pathogens on or from the Project site.

10. Insurance

Parametrix shall maintain public liability and property damage insurance that shall protect Parametrix from personal injury or property damage claims arising from its negligent acts or omissions in the performance of the Services under this Agreement. The limits of liability for such insurance shall be at least \$1,000,000 combined single limit.

11. Confidentiality

11.1 Definition of Confidential Information. "**Confidential Information**" means all nonpublic information, in whatever form (including without limitation orally disclosed information), that either Party to this Agreement (each a "**Disclosing Party**") designates as confidential at the time of disclosure to the Party that receives such information (each a "**Receiving Party**") or that, based on the nature of the information or circumstances surrounding its disclosure by or on behalf of Disclosing Party, Receiving Party should in good faith treat as confidential. Confidential Information includes without limitation, practices, procedures, specifications, drawings, sketches, models, samples, data, plans, computer programs, records, documentation, or other technical or business information. Except as otherwise indicated, the term "**Receiving Party**" also includes all affiliates of the Receiving Party. If information is disclosed in intangible form without being designated as confidential, Disclosing Party may still designate it as confidential by providing Receiving Party with written notice stating that designation and providing Receiving Party with a written summary of the confidential information, within twenty (20) days of initial disclosure.

11.2 Exclusion. Confidential Information does not include information that Receiving Party can document: (a) was generally known to the public at the time it was disclosed by Disclosing Party; (b) became generally known to the public other than through a breach of this Agreement by Receiving Party after the time of

disclosure to Receiving Party by Disclosing Party; or (c) was independently developed by Receiving Party without reference to or use of Confidential Information.

- 11.3 **Receiving Party Obligations.** Except when required by law or lawful order, Receiving Party will not use or disclose any Confidential Information except in furtherance of the parties' mutually agreed business relationship. Except when required by law or lawful order, Receiving Party will not disclose, give access to, or distribute any Confidential Information to any third party, except upon Disclosing Party's prior, written authorization. Receiving Party will take reasonable security precautions to keep Confidential Information confidential, which precautions shall be at least as protective as the precautions Receiving Party takes to preserve its own Confidential Information of a similar nature.

12. Ownership

- 12.1 **Work Deliverables.** "Work Deliverables" shall mean the final plans, designs, reports, and/or other documents prepared by Parametrix for delivery or presentation to Client as called for in Exhibit A (the Scope of Work). All Work Deliverables produced by Parametrix for or at the direction of Client hereunder shall be the property of Client and, to the extent subject to copyright protection, shall be deemed "work for hire" as such term is defined under U.S. copyright law; provided, however that (a) Parametrix may retain copies of all such Work Deliverables in accordance with Section 14 of this Agreement, and (b) Client irrevocably grants Parametrix a world-wide, perpetual, non-exclusive license to use, reproduce, create derivative works from, and distribute or have distributed to or by third parties, the Work Deliverables.
- 12.2 **Project Documents.** All Project Documents shall be the sole property of Parametrix. "Project Documents" shall mean all studies, reports, evaluations, designs, drawings, procedures, field data, notes, specifications, plans, and all other documentation, including all documents on electronic media that are produced or acquired by Parametrix for or at the direction of Client pursuant to this Agreement, other than Work Deliverables.

13. Electronic Files and Data

Subject to the provisions of Section 11, Parametrix will provide certain information, including drawings and other electronic format data files, to Client for Client's use and reference. However, Parametrix is neither accountable nor responsible for the validity of data contained on electronic files once surrendered to Client. Parametrix does not warrant the accuracy of the content as contained in the electronic file(s) against computer viruses, unauthorized revisions to the files, or any other alterations or data destruction to the file(s). Parametrix shall not have any liability for Client use of any electronic form file(s) or its content, including without limitation, any transmittal of bugs, viruses, or other destructive or harmful programs, scripts, applets, or files to the computers or networks of Client. Parametrix's preparation of a transfer copy of electronic data will be made or completed through reproduction from the file retained and archived at the offices of Parametrix. Client acknowledges that the content of the transfer copy may not be an exact and virus-free copy of the master file. Client acknowledges and agrees that Client shall be solely responsible for inspection and testing of the electronic file(s) provided by Parametrix to verify the content is free from bugs, viruses, or other destructive

or harmful programs, scripts, applets, or files, before accessing or using. The original files containing the information and data maintained at Parametrix shall be considered Confidential Information under the terms of Section 11.

14. Document Retention

- 14.1 **Work Deliverables.** Work Deliverables are the property of Client and will be delivered to Client at Client's request. Notwithstanding the foregoing, Client acknowledges and agrees that unless Client specifically requests that such documents be delivered, all Work Deliverables left in Parametrix's possession after ten (10) years following the completion of the Project, regardless of whether this Agreement may still be in effect, may be retained or destroyed by Parametrix in its sole discretion.
- 14.2 **Project Documents.** All Project Documents may be retained or destroyed by Parametrix in its sole discretion.

15. Compliance with Laws

Parametrix will: (a) comply with federal, state and local laws, ordinances, regulations, and orders as in effect as of the Execution Date with respect to its performance of the Services pursuant to this Agreement, (b) file all required reports and pay all filing fees and federal, state, and local taxes applicable to Parametrix's business as the same shall become due, and (c) pay all amounts required under local, state, and federal workers' compensation acts, disability benefit acts, unemployment insurance acts, and other employee benefit acts when due.

16. Notice of Lien

- 16.1 **If Client is the Owner.** If Client is the owner of the property on which the Services are to be performed, by signing this Agreement, Client is on notice and acknowledges Parametrix's right to claim a lien against the improvement called for by this Agreement for the cost of the Services if Client fails to pay all sums owed to Parametrix under this Agreement.
- 16.2 **If Client is not the Owner.** If Client is not the owner of the property on which the Services are to be performed, Client shall put the owner on notice of Parametrix's right to claim a lien against the improvement called for by this Agreement for the cost of the Services.

17. Independent Contractor

Parametrix shall be deemed to be an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of Client, its parent or affiliates, if any. All persons furnished, used, retained, or hired by or on behalf of Parametrix shall be considered to be solely the employees, personnel, or contractors of Parametrix, and Parametrix at all times shall maintain such supervision and control over its employees, personnel, and contractors as is necessary to preserve its independent contractor status. Parametrix shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees, as applicable, including any related assessments or contributions required by law.

18. Dispute Resolution

All disputes arising between the Parties relating to the making or performance of the Services shall be resolved in the following order of preference:

- (A) By good faith negotiation between representatives of Parametrix and Client who have authority to resolve the dispute fully and finally. The existence and substance of any negotiations pursuant to this Section shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (B) In the event that the negotiations provided by Section 18(A) fail to resolve the dispute, the Parties shall endeavor to resolve the dispute by non-binding mediation under the Commercial Mediation rules of the American Arbitration Association (“AAA”) using a neutral mediator mutually acceptable to the Parties and with the costs therefore shared equally. All proceedings pursuant to this Section 18(B) shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision, and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (C) In the event that the mediation provided by Section 18(B) fails to resolve the dispute, the dispute shall be resolved pursuant to Section 19.1.
- (D) Notwithstanding anything to the contrary contained in this Section, the Parties reserve the right to seek equitable remedies with respect to the enforcement of any provision of this Agreement.

19. General Provisions

- 19.1 Governing Law; Venue; Attorneys’ Fees. This Agreement will be governed by the laws of the state of Oregon, excluding conflict of laws provisions. Exclusive jurisdiction and venue will lie with the state and federal courts sitting in Deschutes County, Oregon, and each of the parties hereby irrevocably consents to such jurisdiction. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the primarily prevailing Party will be entitled to recover its costs, including reasonable attorneys’ fees.
- 19.2 Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the Summary of Terms, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. The addresses, phone numbers, facsimile numbers, and email addresses for the Parties provided in the Summary of Terms may be changed by means of a written notice given to the other Party.
- 19.3 Assignment. Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either

Party may assign this Agreement to an Affiliate without the other Party’s prior written consent. If such an attempted assignment occurs, the nonassigning Party will have the right to terminate this Agreement upon written notice to the assigning Party. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assignees to the extent permitted by this Section. “**Affiliate**” means, with respect to any legally recognizable entity, any other such entity directly or indirectly controlling, controlled by, or under common control with such entity.

- 19.4 Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than Client and Parametrix and has no third party beneficiaries.
- 19.5 Survival. All express representations, covenants, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination (for any reason) for a period of three (3) years, provided, however, that the confidentiality provisions of Section 11 shall survive indefinitely.
- 19.6 Non-Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing signed by an authorized executive of the waiving Party and labeled as a “**Waiver,**” and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. Nonenforcement of any provision of this Agreement by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.7 Severability. If a court of competent jurisdiction holds any term, covenant, or restriction of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the remaining terms, covenants, and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. If any provision in this Agreement is determined to be unenforceable in equity, then the court making that determination will have the power to reduce or limit such provision, and such provision will be then enforceable in equity in its reduced or limited form.
- 19.8 Force Majeure. Neither Party shall be responsible for delays caused by factors beyond the Party’s reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the other Party to furnish timely information or approve or disapprove of the Party’s services or work product, or delays caused by faulty performance by the other Party or by contractors of any level. When such delays beyond the Party’s reasonable control occur, the other Party agrees that the Party shall not be responsible for damages, nor shall the Party be deemed in default of this Agreement.
- 19.9 Headings. The headings used in this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of the terms hereof.
- 19.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

19.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to that subject matter.

20. Exhibits and Schedules

The following exhibits and schedules are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for Work Completion

Exhibit C – Schedule of Compensation

Signature Page – Professional Services Agreement

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date referred to in the Summary of Terms.

TERREBONNE SANITARY DISTRICT

PARAMETRIX, INC.

By: _____

By: _____

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Scope of Work

See attached Exhibit A - Scope of Work

Exhibit B – Schedule for Work Completion

Work is expected to be completed by April 30, 2027.
Please see Exhibit A – Scope of Work for a preliminary project schedule figure with task breakdown.

Exhibit C – Schedule of Compensation

Parametrix shall complete work described in Exhibit A-Scope of Work in accordance with the provisions of this Professional Services Agreement on a time and materials basis for the not-to-exceed amount of \$100,000.00

Terrebonne Sanitary District
Final Sewer Design, Permitting, and Bid Support

Introduction

Parametrix Inc. is pleased to present this scope of work and fee estimate for the Terrebonne Sewer Project. This scope is funded by a grant the District received from the Housing Infrastructure Support Fund and is intended to advance the Project from approximately 90% design to final design, permitting, and bidding support. The objective of this contract is to move the project forward through permitting and contractor selection so the District is positioned to proceed into construction.

Project Background & Understanding

Since 2020, Parametrix has supported Deschutes County and the District with planning, preliminary engineering, and design services to advance the Terrebonne Sewer Project. Parametrix was originally selected through a competitive, qualifications-based process and has advanced the sewer collection system design to a 90% level for agency review and coordination.

Preceding project efforts helped advance project readiness and develop a near-final design package. The District has since secured grant funding through the Housing Infrastructure Support Fund to complete final design, permitting, and bidding support services.

This scope of work focuses on preparing an early work package to be constructed by the City of Redmond's contractor as part of the Redmond Wetlands Complex (including limited construction support such as RFI and submittal review); advancing the current approximately 90% plans to final, bid-ready PS&E; obtaining DEQ plan review approval and confirming County requirements for right-of-way permitting; addressing the sewer easement required by the Redmond School District Memorandum of Understanding (MOU); and assisting the District with bidding the remaining District sewer infrastructure, reviewing bids, and selecting a contractor.

Engineering services during construction for the major project are excluded from this contract (except for the limited support associated with the early work package) and are anticipated to be provided under a future contract amendment or separate contract funded through a different funding source.

Scope of Work

Task 01 – Project Management & Coordination

Objective:

Provide overall project management, coordination, and communication to support final design, early work package, permitting, and bidding.

Activities

- Project planning, scope, schedule, and budget management
- General project coordination with TSD and project stakeholders
- Track budget and schedule progress



- Prepare monthly invoices and progress summaries
- Coordinate technical decisions, risks, and action items
- Attend and support:
 - Up to 6 District Board meetings
 - Up to 6 general project coordination meetings (non-permitting related)

Deliverables

- Monthly invoices and progress summaries
- Meeting agendas, summaries, and action item tracking
- Ongoing coordination and communications documentation

Assumptions

- No subconsultants are included under this contract
- Meetings are assumed to be virtual unless otherwise required
- Additional meetings beyond those identified are additional services

Task 02 – Early Work Package

Objective:

Prepare a focused early work package to facilitate construction of a portion of the Terrebonne system as a part of the Redmond Wetlands Complex project via contractor change order.

Activities

- Prepare early work package drawing set including:
 - Force main alignment and connection
 - Meter and sampling vault layout and details
- Incorporate prior City review comments to 90% design
- Coordinate with City of Redmond regarding:
 - Flow meter and pH sensor preferences
 - SCADA, conduit, and power requirements
 - Vault configuration, access, and maintenance considerations
 - Hydrant/water supply connection
- Prepare specifications sections (up to 3) as needed to supplement City project specifications
- Support development of contractor change order scope and exhibits
- Provide limited engineering support during early construction (RFIs/clarifications)

Deliverables

- Early work package (plan sheet, detail sheet, and supplemental specs)
- RFI responses (up to 2)
- Submittal reviews (up to 8)

Assumptions

- Work will be constructed via City contractor change order.
- Early work package limited to 6 sheets + supporting specs.
- No full bid package will be required for early work.
- Limited construction support includes up to 2 site visits, 2 RFI reviews, and 8 submittal reviews.
- Construction support is assumed to occur over a period not exceeding 3 months.
- It is assumed that DEQ will allow the Early Work Package to proceed under an expedited or phased review approach; if separate or additional permitting is required, such effort is additional services.

Task 03 – Sewer Easement

Objective:

Prepare a sewer easement legal description and exhibit in accordance with the Memorandum of Understanding (MOU), suitable for recording with Deschutes County.

Activities

- Review available Record of Survey(s), subdivision plats, and property records applicable to the Redmond School District parcel
- Coordinate with a licensed professional land surveyor to perform limited field verification of controlling monuments, including property corners along the west boundary of the school parcel.
- Prepare easement legal description based on record information, including:
 - A 20-foot-wide easement corridor consistent with the MOU
 - Alignment flexibility within the corridor to accommodate design and field conditions
- Prepare easement exhibit map suitable for recording, showing:
 - Easement limits
 - Relationship to property boundaries and identifiable features
- Coordinate with a licensed professional land surveyor to prepare and stamp the legal description and exhibit
- Coordinate with TSD and Redmond School District (RSD) to confirm easement details
- Revise easement documents as required to support acceptance and recording

Deliverables

- Draft Easement legal description and exhibit for TSD & RSD confirmation
- Final Easement legal description and exhibit, stamped and sealed for recording

Assumptions

- Easement documents will be prepared based on record survey information supplemented by limited field verification of controlling monuments
- Field effort is limited to recovery of key property corners along the west boundary and does not include a full boundary survey
- No topographic survey, staking, or full monumentation is included
- Additional survey effort beyond limited monument recovery (e.g., missing monuments, boundary discrepancies, or expanded field work) will be considered additional services
- Terrebonne Sanitary District is responsible for:
 - Easement compensation
 - Execution of easement documents
 - Recording with Deschutes County

Additional Services (Specific to Easement Task)

The following services are not included and may be authorized as additional services if required:

- Additional monument recovery beyond the west boundary
- Boundary resolution or discrepancy analysis
- Full boundary survey or topographic survey
- Preparation of additional easements or revisions due to alignment changes
- Construction staking or as-built survey

Task 04 – Final PS&E

Objective:

Advance design from approximately 90% to final, bid-ready construction documents.

Activities

- Review and incorporate comments from: TSD, Deschutes County, City of Redmond, DEQ, Utilities
- Finalize Construction drawings, Technical specifications, Bid schedule
- Update Engineer's Opinion of Probable Construction Cost
- Perform internal QA/QC review
- Prepare final stamped PS&E package

Deliverables

- Final Plans (100%)
- Final Specifications
- Bid Schedule
- Engineer's Opinion of Probable Construction Cost

Assumptions

- No transmission main alignment changes, major design modifications, or new system components are anticipated beyond what is reflected in the current 90% design and documented review comments received to date.
- Utility relocations, canal pipe replacements, or significant sewer main redesign (if required) are additional services

Task 05 – Permitting & Agency Coordination

Objective:

Obtain DEQ plan review approval, COID Crossing License, and support County and City coordination required to permit and bid the project.

Activities

- Prepare and submit DEQ plan review package (via Your DEQ Online) for review and written approval in accordance with ORS 468B.055 and OAR 340-052.
- Compile required DEQ plan review submittal components, including:
 - 100% plans and specifications
 - Land Use Compatibility Statement (LUCS)
 - Agreement to Provide Sewer Service and Capacity Statement from the City of Redmond (per OAR 340-052-0015(3)(c)), under City of Redmond WPCF Permit No. 101500
 - Statement identifying the party responsible for construction engineering/inspection and certification of proper construction under OAR 340-052-0040
 - Statement describing the District's approach to operations and maintenance, including intent to retain a certified collection system operator to operate and maintain the STEP collection system, and coordination of any required operations and maintenance documentation
- Coordinate with Central Oregon Irrigation District (COID) for proposed sewer main crossing(s) of irrigation facilities, including preparation of plans and supporting information required for a COID Crossing License application.
- Coordinate with County to confirm that plans/specifications satisfy County ROW permit requirements (for contractor permitting)

- Coordinate with DEQ, COID, and Deschutes County throughout the review process, including up to 3 agency coordination meetings.
- Coordinate with DEQ to determine whether the Early Work Package can be reviewed and approved separately from the full project.
- Revise documents per DEQ, County, City, and COID review comments to support issuance of written approvals. (one major revision cycle assumed with each agency)

Deliverables

- DEQ plan review submittal package uploaded via *Your DEQ Online* (components listed above)
- COID Crossing License application materials, including plan/profile sheets, crossing details, and supporting exhibits as required by COID.
- Responses to agency comments and documentation of DEQ written plan review approval

Assumptions

- All agency fees for review, permits, and licenses will be paid directly by the District.
- Agency review timelines are assumed to be 30–60 days per cycle.
- The District will establish and maintain its *Your DEQ Online* (YDO) account and designate the Responsible Official (RO). Extended account setup and user training are not included.
- One major revision cycle is assumed for DEQ plan review and associated agency coordination.
- City of Redmond will provide the Agreement to Provide Sewer Service and Capacity Statement
- One (1) COID canal or lateral crossing is assumed, with up to 1 review/revision cycle.
- Legal review, execution, and recording of the COID Crossing License agreement is by others.
- Additional review cycles, significant redesign, or expanded permitting requirements beyond those described in this task are additional services.

Task 06 – Bidding & Procurement Support

Objective:

Support TSD through contractor bidding and selection process.

Activities

- Prepare bid-ready front-end documents and technical content
- Assist with Invitation to Bid (in coordination with District/legal counsel)
- Facilitate pre-bid meeting
- Prepare and issue up to 2 bid addenda for clarifications
- Prepare bid tabulation and evaluation
- Support District with preparation of Notice of Intent to Award

Deliverables

- Bid documents (front-end + technical components)
- Addenda (up to two)
- Bid tabulation and evaluation summary

Assumptions

- One bidding cycle assumed, No rebid required
- Legal review and contracting handled by others
- Extensive contractor negotiations or protests are additional services
- The District will be responsible for bid advertisement and posting via online bidding platform
- The District will be responsible for preparation, legal review, and execution of the construction contract.

Schedule

Below is a preliminary schedule presenting estimated timeframes in which the services scoped under each task will occur. The schedule assumes timely direction, review, and decisions by the District and reviewing agencies; significant delays or additional review cycles may require re-prioritization of tasks to remain within the \$100,000 funding limit or may be addressed as Additional Services.

Project Task	2026												2027											
	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D			
1. PM & Coordination	[Red]												[Red]											
2. Early Work Package	[Red]												[White]											
3. Sewer Easement	[White]												[White]											
4. Final PS&E	[Red]												[White]											
5. Permitting	[White]												[Red]											
6. Bidding Support	[White]												[Red]											
<i>Construction (out of scope)</i>	[White]												[Grey]											

Budget

Parametrix is prepared to deliver the services outlined in this scope of work on a time-and-materials basis, not to exceed the available \$100,000 funding limit.

01 Project Management & Coordination	\$10,000
02 Early Work Package	\$15,000
03 Sewer Easement	\$4,000
04 Final PS&E	\$37,000
05 Permitting	\$16,000
06 Bidding Support	\$18,000
Budget Total	\$100,000

The scope, schedule, and assumptions described herein define the anticipated level of effort for this budget; actual costs for individual tasks may fluctuate depending on project needs, and we will manage and coordinate the work to remain within the established budget. If additional effort is required due to changes in project direction, additional review cycles, schedule delays outside of our control, or other deviations from the stated assumptions, such effort will be addressed as Additional Services and will only be performed upon District authorization.

Assumptions, Exclusions & Additional Services

General Assumptions

- This scope represents a continuation of previously completed planning and preliminary design services.
- The scope assumes a logical progression to final design, permitting, early work package development, and bidding support.
- Project duration is approximately 12 months. Schedule will be refined with the District; durations shown in the Schedule section are planning-level and assume timely direction and review from all parties.
- Agency review timelines are assumed to be approximately 30–60 days per review cycle (DEQ/County/City), with one major revision cycle anticipated unless otherwise noted in individual tasks.
- Meetings are assumed to be primarily virtual unless otherwise required.

Exclusions

The following items are specifically excluded from this scope of services and associated fees, and are assumed to be provided by others unless otherwise noted:

- DEQ 1200-C permitting and Erosion & Sediment Control (ESC) plans are not included in this scope and are assumed to be the responsibility of the Contractor. Based on the linear nature of the project and limited disturbance footprint, coverage under the 1200-C permit is not anticipated at this phase; however, final determination of applicability shall be made during final design or by the Contractor.
- Preparation of temporary traffic control (TTC) plans is not included in this scope and is assumed to be the responsibility of the Contractor. TTC plans shall be prepared in accordance with applicable Deschutes County and ODOT requirements and submitted by the Contractor as part of construction permitting.
- Geotechnical studies/services.
- Environmental studies and biological surveys.
- Supplemental survey along proposed force mains outside the Terrebonne unincorporated community boundary is not included. Aerial imagery, LIDAR surface data, and available utility as-builts will be used for base mapping in these areas.
- Construction management, inspection, staking, and engineering services for the major project are not included (except for the limited early work package support described in Task 02).

Additional Services

Any substantial deviation from the scope, level of effort, schedule, or assumptions described herein shall be considered Additional Services. Example Additional Services include, but are not limited to:

- Additional design revisions beyond assumed review cycles
- Significant redesign due to agency requirements or changing project conditions
- Additional meetings beyond those identified
- Topographic surveying, UAV survey, construction staking, or field investigation services
- Utility relocation design or coordination beyond current assumptions
- Environmental studies, geotechnical analysis, or permitting beyond those identified
- Construction engineering, inspection, or full-time construction support
- Extended bidding support, rebidding, or protest support
- Preparation of additional easements or right-of-way documents
- Delays or rework caused by third-party actions or decisions