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409 SW 10th Street  
Newport, OR 97366  
541-264-7040

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## **ENGINEERING SERVICE AGREEMENT**

Date: April 4, 2025

Project Number: 1110-xxx

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To: Beverly Beach Water District Board of Directors (Client)

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From: Timothy Gross, PE, Senior Project Manager, Civil West Engineering Services, Inc. (CWES)

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RE: **Beverly Beach Water District Redundant Waterline Improvements – Scope of Services**

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The purpose of this scope of work is to describe the services that Civil West Engineering Services, inc. proposes to support the Beverly Beach Water District with the construction of a new redundant water main transmission line to improve water system resiliency.

### **Background Summary**

In February of 2024 the Beverly Beach Water District experienced a landslide on NE Beverly Drive that fractured a 6" water main. This 6" water pipeline feeds water from the water treatment plant at the south end of the District, to the District's storage tank at the north end of the District. When this waterline was broken, the District was unable to maintain water pressure and the entire water system was taken out of service.

Recognizing the vulnerability of having only one pipeline that provides system pressure, the District desires to install a second water pipe that will feed the tank from the plant to create a looped water system and a secondary means for providing system pressure.

The District subsequently applied for and received grant funding through ARPA to complete the planning for this project. They have requested that Civil West provide a scope of services to complete the design, permitting, and easement acquisition to implement this project.

The proposed pipeline will extend from NE Beverly Drive approximately ¼ mile north of the water plant and along the existing logging roads to the District tank located at the end of NE 121<sup>st</sup> Street extended for a total estimated distance of 3,663 feet. An alternate route could extend directly from the water plant to the tank but would be slightly longer and would require some installation in currently undisturbed areas. See map included as Attachment C.

**Part A: Scope of Work**

The following tasks have been identified to define the proposed scope of work. The tasks identified and listed below are necessary to support the project’s needs related to the design and permitting process.

1. **Task 1 – Project Management and Administrative Services** – This task includes administrative and project management efforts related to the management of this project. This shall include processing of paperwork and correspondence between Civil West and the client, coordination on financial matters, directing resources internally, and meeting with staff on routine issues, tracking the project schedule and budget, reviewing progress, and other common project management activities necessary to ensure a successful project completion.
  
2. **Task 2 – Engineering Design and Project Documents** – In this task, Civil West develop will design the proposed waterline improvements, complete plans and specifications, and review the proposed improvements with Oregon Health Authority (OHA). It is not anticipated that any survey will be needed if the waterline stays on existing logging roads, since LIDAR can be used to adequately depict grades and there are no other buried obstructions in the proposed project alignment. If the District chooses to construct the alternate alignment directly from the water plant to the tank, some survey will be needed at the plant and along the proposed alignment until the waterline reaches the developed logging road.  
  
Time has been added to this task to review the design with the property owners along the proposed alignment to obtain utility easements. Although various owners are listed for the properties, it appears they are all managed by Hancock Forestry Management.  
  
When the design has been reviewed and approved by OHA, and easement acquisition has been confirmed, technical specification and bidding documents will be prepared. The final deliverable should be a shovel-read project that is ready to be constructed with minimal revisions when project financing is obtained.  
  
Permit application and review fees shall be paid by the Client.
  
3. **Task 3 – Reimbursable** – This task will include reimbursable costs for technology, reproduction, postage, shipping, and other production costs. Also, any travel costs including mileage, per diem, lodging, and other reimbursable expenses required during the project.

**Part B: Project Fee Proposal**

We propose the above work be performed on a time and materials not-to-exceed estimated cost of **\$25,000**. Our invoices will show only one cost item, “Engineering Services,” as we will not differentiate the tasks on our invoice. CWES will invoice monthly based on the hours worked to the limit of the total agreed upon budget. CWES will utilize our current hourly rate schedule attached as Attachment B.

If additional services are requested by the Client, an approved amendment for those additional services must be signed prior to the additional support services being provided. All additional time and material support for this project will utilize our current hourly rate schedule attached as Attachment B. All invoicing for this project will be due upon receipt. A monthly late charge of 9.0% will be added to any unpaid balance after 30 days.

**Part C: Project Schedule**

We are prepared to begin work on this important project as soon as we are authorized to do so. Please let me know if you have any questions or if you wish to see any alterations to our proposed approach. If this proposed approach is acceptable, please sign below and return a copy to our office for our records and a check for payment.

Sincerely,



Timothy Gross, PE  
Senior Project Manager  
Civil West Engineering Services, Inc.  
[tgross@civilwest.net](mailto:tgross@civilwest.net)

**Acknowledgement of Agreement:**

    
\_\_\_\_\_  
Authorized Representative Signature Accepting Scope of Services Date

## Attachment A – STANDARD AGREEMENT TERMS AND CONDITIONS

1. **Project.** As presented in the attached scope of work
  2. **Services.** Consultant agrees to provide all labor, materials, equipment, and tools necessary to perform services described in the scope of work (hereinafter "Services").
  3. **Compensation.**
    - a. An initial retainer may be required please see the scope of work. If a retainer is required at the end of the project, Civil West will reimburse the Client any remaining funds after subtracting the final invoice.
    - b. Owner will pay Consultant for performance of Services as presented in the scope of work
    - c. Compensation includes all labor, materials, equipment, tools, costs, expenses, and services of Consultant and its sub-consultants necessary to perform the Services. Consultant will submit monthly payment requests to Owner together with sufficient back-up information to support requests. Owner will pay Consultant within thirty (30) days from receipt of invoice date, subject to any adjustments.
    - d. Reimbursable Expense.  
Owner will reimburse Consultant for the following direct reimbursable expenses in addition to compensation under Section 3.a.:
      - 1) The actual cost of printing documents for Owner review, permits, bidding, construction, and record drawings.
      - 3) The actual cost for travel expenses, if required.All other expenses relating to Consultant's performance of services are included in the amount paid to Consultant under Section 3.a.
    - e. Additional Services.
      - 1) Additional Services shall include all services not included in Basic Services.
      - 2) Prior to commencing any Additional Services, Consultant will:
        - a) Submit to Owner a written proposal describing the Additional Services and any additional fee, including reimbursable costs, that Consultant will charge for performance of those services based upon the hourly rates set forth in Attachment "B", and
        - b) Obtain from Owner written authorization to perform the Additional Services setting forth the agreed-upon additional compensation for performance of those services.
      - 3) Consultant expressly acknowledges that it will not be entitled to any compensation for any Additional Service unless it has complied with Section 3.d.2. Moreover, Consultant will not be entitled to compensation for Additional Services to the extent that such Additional Services are necessary because of any error or omission of Consultant or its sub-consultants.
    - e. Payment. Consultant will submit payment requests to Owner once per month for services performed. Consultant will promptly pay sub-consultants their portion of fees and expenses that Owner has paid to Consultant. Consultant will submit its payment request on form approved by Owner.
    - f. If the Client fails to make full payment due to the ENGINEER within 30 days of receipt of an invoice for services rendered, then the ENGINEER shall be entitled to charge interest at the rate of 9% per annum in accordance with ORS 082 on any past due balances.
- Schedule.** Consultant will prepare and present deliverables for review and approval as described in Attachment "A". Time is of the essence.
5. **Notice.** The parties hereby designate the following addresses and numbers to be used for sending Written Notice to the other party:  
**Owner:**  
Please see scope of work  
**Consultant:**  
Civil West Engineering Services  
Project Manager per Scope of Work  
PO Box 1589  
Coos Bay, OR 97420  
541-266-8601
  6. **Work Restrictions.** Consultant will ensure that it and its agents, employees, and sub-consultants:
    - a. Act ethically and legally in performing duties under this Agreement;
    - b. Do not use or consume alcohol or illegal drugs upon Owner's Property or enter upon or perform any services while under their influence; and
    - c. Wear appropriate clothing and safety protection, while on the Project Site.
  7. **Insurance.** Prior to performing any services, the Consultant shall obtain the following minimum insurance coverage, which the Consultant shall maintain during the term of this Agreement.
    - a. Workers' Compensation Insurance as required by statute and Employers' Liability Insurance.
    - b. Commercial General Liability Insurance, or an equivalent (including contractual liability coverage) occurrence policy with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate.
    - c. Automobile Liability Insurance with at least Five Hundred Thousand Dollars (\$500,000.00) combined single limit coverage.
    - d. Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000).
  8. **Ownership and Confidentiality.** Owner will retain ownership and intellectual property rights in all materials provided by Owner to Consultant and to all work products of Consultant for services performed under this Agreement, such products and services of Consultant constituting works made for hire. Consultant will not reuse any portion of the materials provided by Owner or work products developed by Consultant for Owner pursuant to this Agreement or disclose any such materials to any third party without the prior written consent of Owner. Owner may withhold its consent in its absolute discretion.
  9. **Independent Contractor Relationship.** Consultant is not an agent or employee of Owner but is an independent contractor.
  10. **Indemnity and Hold Harmless.** Consultant will indemnify and hold Owner and Owner's representatives, employees, and agents harmless from and against any and all liability, demands, liens, causes of action, or claims, including the costs and expenses of defending the same (including attorney fees, expert and consultant fees, copy costs, and other expenses), to the extent arising out of Consultant's negligent performance of services or failure to perform hereunder, except to the extent that such liability arises out of the negligence of Owner, its representatives, agents, and employees. Consultant will further indemnify Owner from losses due to any injury to Owner's property caused by Consultant, its employees, and agents.
  11. **Entire Agreement.** This Agreement contains the complete agreement between the parties relative to the Services as set forth herein.
  12. **Assignment.** Consultant will not assign any rights or obligations under this Agreement without the prior written consent of Owner.
  13. **Termination.** Owner may terminate this Agreement at any time for any reason on written notice to Consultant. In that event, Owner will pay Consultant a part of the Compensation hereunder in proportion to the services performed through the date of termination.
  14. **Claims and Disputes.**
    - a. In the event there is any dispute arising under this Agreement that cannot be resolved by agreement between the parties, the Owner will convene a dispute resolution conference within thirty (30) days in the County that the Consultant office is located. The dispute resolution conference will constitute settlement negotiations and any settlement proposal made pursuant to the conference will not be admissible as evidence of liability. If the parties do not resolve their dispute pursuant to the dispute resolution conference, either party may commence legal action to resolve the dispute. Any such action must be commenced within six (6) months from the first day of the dispute resolution conference.
    - b. Pending final resolution of a dispute hereunder, Consultant will proceed diligently with the performance of its obligations under this Agreement.
  15. **Applicable Laws and Regulations.** Consultant will ensure that itself, its agents, employees, and sub-consultants comply with all applicable laws and regulations.
  16. **Governing Law.** The parties acknowledge that this Agreement is governed by laws of the County the Consultant office is in and the State of Oregon. To the maximum extent permitted by law, (i) this Agreement and all matters related to its creation and performance will be governed by and enforced in accordance with the laws of the State of Oregon, excluding conflicts of law rules, and (ii) all disputes arising from or related to this Agreement will be decided only in a state or federal court located in Oregon and not in any other court or state. Toward that end, the parties hereby consent to the jurisdiction of the state and federal courts located in Oregon and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business, or otherwise.
  17. **Enforcement.** Should either party commence litigation to enforce or rescind any provision of this Agreement, the prevailing party will be entitled to recover its attorney's fees and costs, including without limitation all copy costs and expert and consultant fees and expenses, in that action and on all appeals, from the other party.
  18. **Effective Date.** The effective date of this Agreement is the date indicated by the Owner's signature.

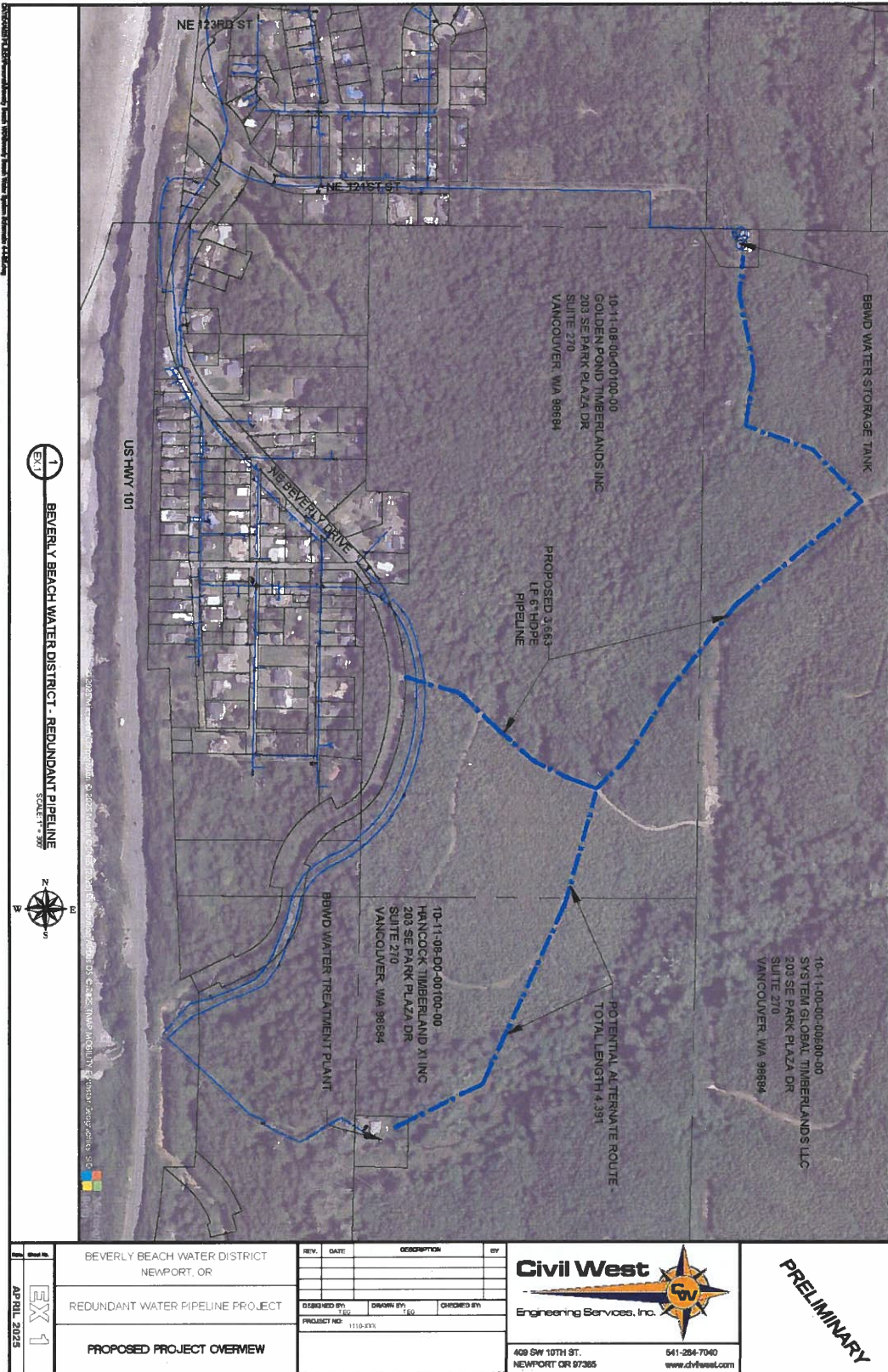
## Attachment B – Civil West Engineering Services, Inc. Rate Sheet



<b>Civil West Engineering Services, Inc. - 2025 Class B Northern Rate Schedule</b>	
<b>STAFF/ITEM</b>	<b>BILLING RATE</b>
<b>ENGINEERING</b>	
Expert Witness	\$429
Principal Engineer	\$188
Regional Manager	\$183
Senior Project Manager	\$178
Senior Project Engineer	\$165
Senior Engineering Technician	\$139
Project Manager	\$173
Project Engineer	\$153
Staff Engineer	\$129
Engineering Technician	\$95
Drafter	\$84
Inspector 1	\$178
Inspector 2	\$155
Inspector 3	\$133
Administration / Marketing / Intern	\$59
<b>Surveying</b>	
Senior Surveyor (PLS)	\$173
Senior Survey Technician	\$139
Survey Technician	\$118
1-person Survey Crew	\$183
2-person Survey Crew	\$215
3-person Survey Crew	\$255
<b>REIMBURSABLES</b>	
Mileage	\$0.70 - or current IRS Rate
Survey Equipment	\$250/day
GIS Data Collection Unit	\$125/day
Technology Charge	2.0% of Direct labor Costs
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Lab Fees	Cost plus 10%
Subconsultants	Cost plus 10%
Expert Witness Support Expenses	Cost
* Scoped Support Services Approved Travel Budgets Will be Developed and Approved by Client Using Standard Billing Rates.	

Note - above rates expire on 12/31/2025. All work started before that date shall utilize these rates. All new tasks or scopes of work developed after this date will utilize new rates if they have been established.

**ATTACHMENT C**



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BEVERLY BEACH WATER DISTRICT - REDUNDANT PIPELINE  
SCALE: 1"=50'



APRIL 2023  
EX 1

BEVERLY BEACH WATER DISTRICT NEWPORT, OR	
REDUNDANT WATER PIPELINE PROJECT	
PROPOSED PROJECT OVERVIEW	

REV.	DATE	DESCRIPTION	BY

DESIGNED BY: TEG    DRAWN BY: TEG    CHECKED BY: TEG  
PROJECT NO: 1110.011

**Civil West**  
Engineering Services, Inc.

408 SW 10TH ST.  
NEWPORT OR 97365

541-254-7040  
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**PRELIMINARY**