

RESOLUTION NO. 2343

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS ITS LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WESTECH ENGINEERING INC. TO PROVIDE ENGINEERING AND CONSULTING SERVICES FOR PREPARATION OF FINAL DESIGN DOCUMENTS FOR THE SEGMENT 3B WATER TRANSMISSION PIPELINE PROJECT

WHEREAS, the adopted City FY 2011-12 Budget includes funding for the preparation of Final Design documents for the Segment 3B Water Transmission Pipeline Project; and

WHEREAS, the City conducted a Qualifications Based Selection (QBS) process to solicit and procure the required professional engineering services, consistent with City purchasing procedures and State of Oregon Public Contracting Rules; and

WHEREAS, Westech Engineering Inc. was selected to perform the requested professional services, and

WHEREAS, after negotiating the scope of services and associated fees for the requested professional services, staff has determined that the Not To Exceed contract value of Two Hundred and Fourteen Thousand Five Hundred and Thirty Dollars (\$214,530) as proposed by Westech Engineering Inc. for the project is fair and reasonable and within the amounts budgeted by City Council for the project;

WHEREAS, Section 2.312 of the City Code states, "The Council is hereby designated as a Local Contract Review Board and, relative to contract concerns for the City, shall have all the powers granted to the State Public Contract Review Board."

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council serving in the role of Local Contract Review Board adopts the above recitals as findings and incorporates them by reference as if fully set forth herein.
2. The City Council serving in its role as Local Contract Review Board does hereby approve and authorize the City Engineer to execute a Professional Services Agreement, consistent with City of Wilsonville purchasing procedures, for

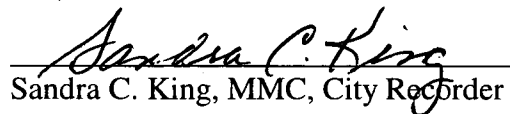
completion of Segment 3B Water Transmission Pipeline Design Services, in the Not To Exceed amount of Two Hundred and Fourteen Thousand Five Hundred and Thirty Dollars (\$214,530) between the City of Wilsonville and Westech Engineering Inc, a copy of which is attached hereto and incorporated herein.

3. This resolution shall be effective upon adoption.

ADOPTED by the City of Wilsonville at a special meeting thereof this 19th day of January, 2012 and filed with the Wilsonville City Recorder this date.


TIM KNAPP, MAYOR

ATTEST:


Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Núñez	Excused
Councilor Hurst	Excused
Councilor Goddard	Yes
Councilor Starr	Yes

Attachment: City of Wilsonville Professional Services Agreement w/ Scope & Cost proposal exhibits

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
SEGMENT 3B WATER TRANSMISION PIPELINE FINAL DESIGN**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Wilsonville, Wilsonville, Oregon, (hereinafter referred to as the "City"), and Westech Engineering Inc., (hereinafter referred to as "Consultant").

WHEREAS, City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that it is qualified on the basis of specialized experience and technical competence and prepared to provide such services as City does hereinafter require;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

A. Term

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless earlier terminated in accordance herewith. Consultant shall diligently pursue the work according to the assumptions and deliverable dates identified in the Scope of Services

B. Consultant's Services

B.1 The scope of Consultant's services and standards of performance under this Agreement are set forth in Exhibit A (Scope of Services, dated 12/13/2011). All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.

B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

B.4 The existence of this Agreement between City and Consultant shall not be construed as

City's promise or assurance that Consultant will be retained for future services unrelated to this project.

- B.5 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

C. City's Responsibilities

- C.1 The scope of City's responsibilities including those of its Project Manager, are set forth in the Request for Proposal letter and Scope of Services dated September 08, 2011, which is incorporated into this Agreement as if more fully set forth herein. City shall provide a Project Manager to facilitate day-to-day communication between Consultant and City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff and support to the project.
- C.2 City certifies that sufficient funds are available and authorized for expenditure to finance Compensation amounts found in Section D of this Agreement.

D. Compensation

- D.1 Except as otherwise set forth in this subsection D, City agrees to pay Consultant not more than **Two Hundred and Fourteen Thousand Five Hundred and Thirty Dollars (\$214,530)** for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on a time and materials, Not To Exceed basis, consistent with Exhibit B – Consultants signed and certified Cost Proposal, attached hereto and incorporated herein, and based on the hourly rates shown on Exhibit C, Negotiated Billing Rates, which is attached hereto and incorporated herein. Compensation shall be only for actual hours worked on this project and related direct expenses. Consultant shall furnish with each bill for services a statement itemized by subtask as listed in Exhibit B, showing the amount of hours devoted to the project by each employee of the Consultant as well as any agents or employees of Consultant and any direct expenses.
- D.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit A, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached Rate Schedule, Exhibit C, in accordance with the provisions below:
- a. Compensation for individual subtasks (e.g., subtask 1.2) may be exceeded at the discretion and approval of the City Project Manager, so long as the total compensation amount remains within the amount shown in Section D.1 above.
 - b. Compensation above the amount shown in Section D.1 above requires a written change order in compliance with the provisions of Section R - Modification, herein.
- D.3 Unless expressly set forth on Consultants Rate Schedule - Exhibit C as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections D.1 and D.2. Only those reimbursable expenses which are set forth on Exhibit C and itemized on Consultant's bills for services shall be the basis for which

payment of those expenses by City shall be owing.

- D.4 Except for amounts withheld by City pursuant to this agreement, Consultant will be paid for services for which an itemized bill is received by City within 30 days.
- D.5 City shall be responsible for payment of required fees, payable to governmental agencies including, but not limited to plan checking, land use, zoning and all other similar fees resulting from this project, and not specifically covered by Exhibit A.
- D.6 Consultant's compensation rate per their Rate Schedule, Exhibit C, includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits.
- D.7 In the event Consultant's responsibilities as described on Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant to proceed with such work.

E. City's Project Manager

City's Project Manager is **Eric Mende**, Deputy City Engineer. City shall give Consultant prompt written notice of any redesignation of its Project Manager.

F. Consultant's Project Manager

Consultant's Project Manager is **Peter Blumanthal**. In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such redesignation. In the event that City receives any communication from Consultant of whatsoever nature which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

G. Project Information

City shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news or press releases related to the Project, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of City's Project Manager.

H. Duty to Inform

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to any decision or order made by City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of City's rights.

I. Consultant is Independent Contractor

- I.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under paragraph D of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City. Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.
- I.2 Subcontracting: City understands and agrees that specialized consulting services may be performed by persons or firms other than Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services, and Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City. For all work performed under subcontract to the Consultant, as approved by the City under this paragraph, Consultant shall only charge compensation rates shown on an approved Rate Schedule. Rate Schedules for named or unnamed subconsultants, and Consultant markups of subconsultant billings will only be recognized by the City as set forth in Exhibit C, unless documented and approved in writing by modification to Consultants Rate Schedule per Section R of this Agreement. In all cases, processing and payment of billings from subconsultants is solely the responsibility of the Consultant.
- I.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section I.
- I.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.
- I.5 No person shall be employed under the terms of this agreement as described herein in violation of all wage and hour laws.
- I.6 Consultant shall make prompt payment as due to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Consultant of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- I.7 Should Consultant elect to utilize employees on any aspect of this Agreement,

Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultants compensation is based.

- I.8 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

J. Indemnity and Insurance

- J.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto only and shall hold City harmless from and indemnify City of any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting from Consultant's negligent acts, omissions, errors or willful misconduct provided pursuant to this Agreement or from Consultant's failure to perform its responsibilities as set forth in this agreement. The review, approval or acceptance by City, its Project manager or City of Wilsonville employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from any and all costs and damages resulting from Consultant's failure to adhere to the standard of performance described in Section J.2.1. The provisions of this section shall survive termination of this Agreement. City agrees to indemnify and hold Consultant harmless from liability, settlements, losses, costs, and expenses in connection with any action, suit or claim resulting or allegedly resulting from City's negligent acts, omissions or from its willful misconduct as governed by ORS Chapter 30.
- J.2 Insurance Requirements and Consultant's Standard of Care.
- J.2.1 In the performance of its professional services, the Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will re-perform any services not meeting this standard without additional compensation. Consultant's re-performance of any services, even if done at City's request, shall not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.
- J.2.2 Insurance Requirements. Consultant shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder.

The policy or policies of insurance maintained by the Consultant shall provide at least the following limits and coverages:

a. Commercial General Liability Insurance

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Each Occurrence	2,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	25,000

b. Professional Errors and Omissions Coverage

Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the services hereunder with limit of no less than \$2,000,000 per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by the Company on the services covered by this Agreement.

c. Business Automobile Liability Insurance

If Consultant will be using a motor vehicle in the performance of the services herein, Consultant shall provide City a certificate indicating that Consultant has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name City as an additional insured and shall require notice be provided to City in accordance with policy provisions in the event of cancellation.

d. Workers' Compensation Insurance

The Consultant and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

e. Insurance Carrier Rating

Coverages provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

f. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates and the additional insured endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice.

g. Additional Insured

City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. The following is included as additional insured: City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers. Except professional liability and worker's compensation coverage, all policies shall provide an endorsement.

- J.2.3 The coverage provided by these policies shall be primary and any other insurance carried by City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by City for all such claims shall be no more than the amount of the applicable insurance deductible.

K. Early Termination

- K.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:
- K.1.1 By mutual written consent of the parties;
 - K.1.2 By City for any reason within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; and
 - K.1.3 By Consultant, effective upon seven days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of the Consultant.
- K.2 If City terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.
- K.3 If City terminates the Agreement for its own convenience, payment of Consultant shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Consultant against City under this Agreement.
- K.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City which accrued prior to such termination. Consultant shall surrender to City items of work or portions thereof, referred to in Paragraph O for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.

L. Suspension of Work

City may suspend, delay or interrupt all or any part of the work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Consultant's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Consultant. Should the City suspend, delay or interrupt the work and the suspension is not within the Consultant's control, then the City shall extend the time of completion by the length of the delay and the method of compensation shall be adjusted to reflect the Consultant's increase or decrease in its standard hourly rates.

M. Subconsultants and Assignments

M.1 Unless expressly authorized in Exhibit A or Paragraph I of this Agreement, Consultant shall neither subcontract with others for any of the work prescribed herein, nor assign any of Consultant's rights acquired hereunder without obtaining prior written approval from City. Work may be performed by persons other than Consultant, provided Consultant advises City of the names of such subcontractors and the work which they intend to perform and the City specifically agrees thereto. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). Except as otherwise provided by this Agreement, City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this contract without the written consent of City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by City.

M.2 City shall have the right to let other agreements be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers or subconsultants on the project and the City so that all portions of the project may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and subconsultants and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

N. Access to Records

City shall have access upon request to such books, documents, receipts, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of four (4) years unless within that time City specifically requests an extension. This clause shall survive the expiration, completion or termination of this Agreement.

O. Work is Property of City

A. Originals or Certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing the Consultant from any liability for changes

made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

- B. Consultant shall not be held liable for any damage, loss, increased expenses or otherwise caused by or attributed to the reuse, by City or their designees, of all work performed by Consultant pursuant to this contract without the express written permission of the Consultant.
- C. City agrees it will indemnify and hold Consultant harmless for all losses or damages that may arise out of the reuse of specific engineering designs incorporated into extensions, enlargements or other projects, without the express written permission of the Consultant.

P. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279A and 279C to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

Q. Adherence to Law

Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

R. Modification

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed Compensation value of section D of this Agreement, or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs

for which it has agreed to pay.

S. Other Conditions

S.1 Except as otherwise provided in paragraphs S.1.1, S.1.2, and S.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by the Consultant will be adequate and sufficient to accomplish the purposes of the project; and further, that any review or approval by the owner of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.

S.1.1 Subsurface Investigations. In soils, foundation, ground water, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that Owner's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.

S.1.3 Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is responsible for any errors or omissions about which the Consultant knew or should have known in the information from those employees or firms employed by the Consultant under the terms of the contract as stated therein that is incorporated into the record drawings.

S.2 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any subsequent breach by Consultant.

T. Integration

This Agreement, including but not limited to Exhibits and Consultant's proposal submitted to City contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations or agreements. In case of conflict among these documents the provisions of this Agreement shall control.

U. Miscellaneous / General

Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this agreement as described herein.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this 19th day of January, 2012.

CONSULTANT:

Westech Engineering Inc
(Name of Firm)

By 

(Printed Name) Peter Blumanthal

Title: Project Manager

Mailing Address:

3841 Fairview Industrial Drive, Suite 100
Salem, Oregon, 97302

Employer I.D. No. 93-0576448

CITY OF WILSONVILLE

By _____
Steve R. Adams
Interim City Engineer

Attest:

Sandra C. King
City Recorder

Mailing Address:

29799 SW Town Center Loop East
Wilsonville, OR 97070

Approved as to form:

Assistant City Attorney

ATTACHMENTS

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT B
COST PROPOSAL SPREADSHEET**

**EXHIBIT C
NEGOTIATED BILLING RATE SCHEDULE**

SCOPE OF SERVICES

SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

INTRODUCTION AND PROJECT BACKGROUND

In 2002, the City of Wilsonville completed construction of the Willamette River Water Treatment Plant (WRWTP). This Plant was constructed with a long term capacity, and with the specific intent to provide treated water to multiple water providers on a regional basis. The plant is jointly owned by the City of Wilsonville and the Tualatin Valley Water District (TVWD). TVWD in turn sold a portion of their rights to the City of Sherwood.

To provide a physical water transmission system to the City of Sherwood, various intergovernmental agreements were negotiated between the cities of Wilsonville and Sherwood to construct a 48" diameter Water Transmission Pipeline from the intersection of Wilsonville Road and Kinsman Road, to a delivery point located at the corner of Tooze Road and Westfall Road. Five Segments were identified for the Transmission Pipeline construction, of which this Segment 3b is the last remaining unconstructed segment.

Most of the design criteria for the project have been resolved during the design of previous phases. Pipeline diameter (48"), material type (steel), corrosion protection requirements, and the start and end point of the pipeline are all known. A final alignment has been selected, and preliminary design and environmental documentation have been completed under an ongoing multi task contract known as the Barber – Kinsman Project, which involves coordination of this project with 2 road projects, 1 other water line project, and a sewer line project. This project, specifically, is designed to parallel and underlie the eastern sidewalk of the Kinsman Road extension project.

For various reasons, the City has chosen to split and remove the Segment 3 Transmission Pipeline project from the other work, and intends to expedite design, permitting, and construction of the pipeline project as a separate and distinct project. Based on the work performed to date, the pipeline alignment will pass through wetland and natural areas containing compressible soils, and subject to Oregon Department of State Lands (DSL) and US Army Corp of Engineers (Corp) permitting requirements. Permits from these agencies are being pursued under a separate contract and are not part of this Scope of Services.

This Scope of Services covers final design services, construction document preparation, and related services. Environmental permitting support services are on a different timeline and are being solicited by the City separately.

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

Consultant shall manage work performed by Consultant's staff, coordinate with the City's permitting subcontractor and Kinsman Road design consultant, organize and facilitate progress meetings, provide quality assurance in the form of peer review on all deliverables submitted to the City, and coordinate information sharing and resolution of technical details between this project and the Kinsman Road design. Consultant shall prepare monthly progress reports and progress billings in a format approved by the City.

SCOPE OF SERVICES

SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

Task 1.1 General Project Management

This task includes all costs and labor to schedule and coordinate other work tasks, prepare and revise schedules, maintain communication and coordination with the City and other subconsultants, prepare invoices and progress reports, maintain project files, and manage the project budget.

Consultant's Project Manager (PM) shall be the primary point of contact, and is responsible for communicating with the City regarding the status of work being performed and to discuss issues or concerns that may impact the Project.

Task 1.1 Deliverables

Consultant shall:

- Prepare and distribute a preliminary Project Schedule, and revise and distribute said schedule monthly.
- Prepare and submit to the City monthly progress reports and billing invoices including a breakdown of labor hours and expenses, to be submitted by the 20th of each month.
- Project files must be delivered within thirty (30) calendar days of request by City.

Task 1.2 Meetings

This task includes all costs and labor for Consultant to organize, schedule, and attend meetings with the City, Agencies, and/or other subconsultants, prepare meeting agendas and take and distribute meeting notes. For estimating purposes, it is assumed up to 12 meetings will be required, with all meetings lasting up to 2 hours and all meetings held at City of Wilsonville offices. This Task also covers Consultants' presence at a 3 hour public open house or City Council meeting, if needed. Any Exhibits required for an open house or Council meeting shall be prepared and billed under work tasks listed under TASK 2.

Task 1.2 Deliverables

Consultant shall:

- Prepare and distribute meeting agendas at least 48 hours prior to meetings.
 - Prepare and distribute meeting summaries within 7 calendar days after the meeting.
- Agendas and meeting summaries shall be distributed electronically in Word or pdf format.

Task 1.3 Coordination with Barber – Kinsman Project

This task recognizes that the preliminary engineering, selected pipeline alignment, and general scope of environmental documentation for this project were originally prepared as part of a larger joint project known as the Barber-Kinsman Project. Under the Barber-Kinsman Project, the pipeline alignment and technical details for this now separate water transmission pipeline

SCOPE OF SERVICES

SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

project were coordinated with the alignment of the Kinsman Road extension. The Barber-Kinsman Project remains an active project, and certain tasks performed under that project, or to be performed under that project, such as surveying, geotechnical investigation, and Right of Way determination require coordination and sharing of information between the two projects. This task provides a separate line item to accumulate costs and labor efforts of the Consultant to facilitate coordination and information sharing efforts that cannot be easily categorized under other tasks within this project, or under task items of the Barber – Kinsman Project. For estimating purposes, the scope of effort is assumed to include 60 hours of mixed labor on the part of the Consultant.

Task 1.3 Deliverables

- Specific work efforts and activities charged against this task shall be clearly documented as part of the monthly progress report and invoice.

Task 1.4 Permit Coordination

This task recognizes that environmental (e.g., wetland) permits from the Oregon Department of State Lands (DSL) and US Army Corp of Engineers (Corp) for this project are being prepared and submitted by a separate consultant working directly for the City, but that clearing, erosion control, and required mitigation efforts will be performed as part of the construction effort for this project, and must therefore be incorporated into the construction bid package. This task provides a separate line item to accumulate costs and labor efforts of the Consultant to facilitate coordination and information sharing efforts that cannot be easily categorized under other tasks within this project, or under task items of the permitting consultant.

For estimating purposes, the scope of effort is assumed to include 40 hours of mixed labor on the part of the Consultant.

Task 1.4 Deliverables

- Specific work efforts and activities charged against this task shall be clearly documented as part of the monthly progress report and invoice.

TASK 2 – 75% DESIGN SERVICES

Under this Task, Consultant shall prepare pre-final designs, construction drawings, specifications, and other necessary documents, advancing the project design status from the approximately 30% current design level without details and specifications, to an approximately 75% level, with details and specifications. Included under Task 2 are preparation of the necessary drawings, specifications and plans for clearing and grading, erosion control, stormwater management, and wetland mitigation. This Task does not include Final Design services, Bid Phase services or Construction Phase services which are detailed in Tasks 3 & 4.

In the performance of this Task, it is the express desire of the City not to “reinvent the wheel”. Preliminary Engineering (e.g., 30% design) was completed under the Barber – Kinsman project,

SCOPE OF SERVICES

SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

including alignment, and preliminary Plan and Profile. Significant design information, specifications, and design detail drawings are also available from previous design and construction packages for other segments of the pipeline, including Segment 2, Segment 3a, Segment 4, Segment 5a, and the Tooze Vault project (which includes Segment 5b). Consultant is expected to re-use this existing design and construction detail information to the maximum extent possible to minimize design, drafting, and specification/bid package preparation costs.

Task 2.1 Existing Document Collection & Review

The City will provide electronic and hard copies (CAD files, Word documents, etc.) of the current preliminary plan and profile information, and the complete design and specification packages for the previously completed projects referenced above. Consultant shall organize and review these documents, and determine the extent to which this previous information can be incorporated into the design package for this project. For each design package component (see Table 1 for example) Consultant shall identify one of three levels of applicability:

- a) Directly applicable – no changes needed
- b) Applicable with minor (text or drafting) edits
- c) Not applicable, or major (text or drafting) edits required

For any design package component determined to be in level c) above, Consultant shall provide a written explanation as to why it was not applicable, or the extent of major edits required. Note: For a design feature / component where different source documents have different levels of applicability, a written explanation is only needed when none of source documents are considered “directly applicable”.

TABLE 1

(note: this is only an example and is NOT meant to reflect a complete listing)

Design Feature / Component	Source Document	Directly Applicable (a)	Partially Applicable (b)	Not Applicable (c)
General / Special Conditions	Segment 2			X
	Segment 3a		X	
	Segment 4	X		
	Segment 5a	X		
Trench / Backfill Specs	Segment 4	X		
Pipe Material Specs	Segment 2, 3a, 4		X	
Corrosion Protection Details	Segment 2			X
	Segment 3a		X	
	Segment 4	X		
Valve Selection	Segment 2			X
	Segment 3a	X		
	Segment 4	X		

SCOPE OF SERVICES

SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

Pipe Tiedowns	Segment 4		X	
PRV Station Design	Segment 3a		X	
PRV Vault Design	Segment 3a			X
Erosion Control Plan	Segment 2			X
	Segment 3a			X
	Segment 4		X	

Task 2.1 Deliverables

Consultant shall provide:

- A summary table of the design features / components and degree of applicability similar to Table 1.
- A written memorandum providing explanations of features / components deemed Not Applicable.

Task 2.2 Draft Plan and Profile

Consultant shall prepare draft plan and profile drawings, using the existing Preliminary Engineering plan and profile drawings prepared under the Barber – Kinsman project (Final Design Acceptance Package drawing sets 5A through 10A). Electronic (CAD) files shall be provided by the City. Drawing scale shall be 1" = 40' for plotting on 11 x17 sheet size. Consultant shall create new to-scale CAD layers, also at 1" = 40', but designed for plotting on 24" x 36" sheets (i.e., using fewer sheets). For both sets, layers not applicable to the water line construction (e.g., wetlands, sanitary and storm sewer, road centerline, etc.) shall be "turned off" for clarity, but shall not be deleted. Stationing of the water line shall be revised such that the start of waterline construction at the southern connection to the existing line is at Station 0+00, and an accurate reference distance shall be provided to the 0+00 point of the Barber – Kinsman profile.

Task 2.2 Deliverables

Consultant shall provide:

- One hard copy set of 11 x 17 draft plan and profile drawings.
- One disk containing all electronic (CAD) files for both the 11 x17 set and the 24 x 36 set, fully editable by AutoCAD Civil 3D 2011, or earlier.

Task 2.3 Draft Specifications

Consultant shall prepare a draft construction specifications package using the existing project documents accumulated under Task 2.1. At this stage of design, the intent is to assemble the full range of pre-existing specifications that are either, a) directly applicable, or b) partially applicable to this project, without consideration of future modification and editing of the

SCOPE OF SERVICES

SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

specification package. Technical review, modification, and/or editing of the draft specification package will occur under a separate task.

Task 2.3 Deliverables

Consultant shall provide:

- One hard copy of the Draft Specification Package.
- One disk containing a fully editable electronic copy of the Draft Specification Package in Microsoft Word format. PDF format is unacceptable.

Task 2.4 Draft Details

Consultant shall prepare draft detail drawings (piping details, section views, material schedules, etc.) using the existing project documents accumulated under Task 2.1. At this stage of design, the intent is to assemble the full range of pre-existing details that are either a) directly applicable, or b) partially applicable to this project, without consideration of future modification and editing of the details. The Draft Detail set shall specifically include the Pressure Reducing Valve (PRV) Station and PRV Vault. Technical review, modification, and/or editing of the draft details will occur under a separate task.

Task 2.4 Deliverables

Consultant shall provide:

- One set of 11 x 17 hard copy Detail Sheets.
- One disk containing all electronic (CAD) files for both the 11 x17 set and the 24 x 36 set, fully editable by AutoCAD Civil 3D 2011, or earlier.

Task 2.5 Survey Confirmation

Consultant shall obtain the ground survey DTM point file, pipeline centerline coordinate file, and other available coordinate files developed as part of the Barber – Kinsman project, and perform additional field surveying to confirm the accuracy of existing ground elevations and feature coordinates within the Project Area. For the purposes of this task, the Project Area is defined as 30' south of the southern connection to existing, 30' north of the northern connection to existing, and 20' either side of the proposed centerline alignment. Specific features requiring X-Y coordinate confirmation include the starting and ending connections to the existing pipelines, proposed pipeline centerline at approximately 300 foot spacing (7 shots), the centerline of the eastern branch of Coffee Lake Creek, the centerline of the existing 15" sewer, and the location of geotechnical boreholes B-7, B-8, B-10, B-12, B-14, B-15, and B-16. At this stage of design, the intent of this task is not to perform a full re-survey of the project area, but to select a representative subset of ground shots and verify whether previous survey information (X,Y,Z) is accurate. Before beginning field work, Consultant shall meet with the City Project Manager to discuss and select specific points for confirmation.

SCOPE OF SERVICES

SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

Task 2.5 Deliverables

Consultant shall provide:

- One hard copy and one electronic copy of an Excel spreadsheet comparing coordinates and elevations of the existing survey versus the confirmation survey.
- One color hard copy plot, 11 x17 size, of the confirmed borehole locations and confirmed pipeline centerline superimposed on the aerial photo of the area.
- One disk containing all electronic files (point files, DTM, as applicable) of the confirmation points, fully importable and editable by AutoCAD Civil 3D 2011, or earlier.

Task 2.6 Geotechnical Review

Geotechnical Investigations conducted as part of the Barber – Kinsman project developed subsurface information for most, but not all of the proposed alignment of the pipeline. The previous geotechnical report identifies a 3' to 8' layer of compressible alluvium and/or organic silts and clays underlain by competent coarse grained flood deposits along profiles B-B' and D-D'. The report also recommends removal and replacement of this material where it will underlie the pipeline.

Consultant shall review the previous geotechnical report and the information developed in Task 2.5, and make a recommendation as to whether additional geotechnical investigations are warranted. The recommendation, justification for the recommendation, and the proposed scope of additional geotechnical investigations, if any, shall be documented in a letter memo. Given the current recommendation for removal and replacement of poor soils, the letter memo shall document the construction cost reduction or risk avoidance benefits that will potentially result from any additional investigations, compare these benefits to the expected cost of the investigation work, and provide a discussion of other construction strategies that could be employed to mitigate for the presumed lack of information. After review and discussion of the letter memo, if the City chooses to move forward with additional geotechnical investigations, these services will be negotiated as a change order to this Scope of Services.

Task 2.6 Deliverables

Consultant shall provide:

- One hard copy original letter memo signed and stamped by a licensed geotechnical engineer registered in the State of Oregon.

Task 2.7 Corrosion Protection

Consultant shall review previous corrosion protection designs and technical memoranda prepared for previous projects and accumulated under Task 2.1, including current soils data and draft corrosion protection recommendations from the Barber – Kinsman work, and design an equivalent and compatible corrosion protection system for this project.

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SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

As an initial task before proceeding with detailed design, Consultant shall provide a letter / memo containing a summary of existing corrosion protection criteria and cathodic protection installations on other pipeline segments, the recommended type of corrosion protection criteria / cathodic protection installation for this segment, and the need for additional field information in order to proceed with design tasks. After review and discussion of the letter memo, the City will provide direction concerning the scope of additional corrosion protection design services.

For proposal and budget tracking purposes, all data accumulation, review, and design efforts for the corrosion protection system shall be accumulated under this Task 2.7 instead of spread across other Task items such as 2.1, 2.3, 3.2, and 3.4.

Task 2.7 Deliverables

Consultant shall provide:

- One hard copy original letter memo signed and stamped by a licensed engineer registered in the State of Oregon, documenting existing corrosion protection criteria and cathodic protection installations and providing recommendations for corrosion protection criteria and cathodic protection design features for this project.
- Complete design drawings, technical specifications, and material lists for the corrosion protection system.

Task 2.8 Electrical Design, SCADA and Telemetry

Consultant shall review previous designs and technical details for the electrical system, Supervisory Control and Data Acquisition (SCADA), and telemetry systems installed at existing City of Wilsonville PRV vaults /stations, and prepare design drawings and specification documents for equivalent systems to serve the new PRV station being installed on this project. Minimum required telemetry reporting points will include: upstream and downstream pressure, flow rate, and valve position. Minimum electrical requirements include interior vault lighting, confined space ventilation, and automatic sump pump. All meters, panels, and other devices needed to support the electrical and telemetry system shall be installed in an above grade weatherproof enclosure.

As an initial task and before proceeding with final design efforts, Consultant shall accumulate and review design information and prepare a letter memo to the City documenting any deficiencies or unique details that will need to be incorporated in the design.

For proposal and budget tracking purposes, all data accumulation, review, and design efforts for the electrical/SCADA / telemetry systems shall be accumulated under this Task 2.8 instead of spread across other Task items such as 2.1, 2.3, 3.2, and 3.4.

Task 2.8 Deliverables

SCOPE OF SERVICES

SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

Consultant shall provide:

- One hard copy original letter memo signed and stamped by a licensed engineer registered in the State of Oregon documenting existing electrical / SCADA / telemetry system information and recommended electrical / SCADA / telemetry system design for this project.
- Complete design drawings, technical specifications, and material lists for the electrical system for the PRV vault, and for the SCADA / telemetry system connecting to the City-wide SCADA / telemetry system.

Task 2.9 Design Calculations

Consultant shall prepare a complete set of design calculations (pressure, flow, pipe stress, water hammer, dead and live loads, buoyancy (as needed), pressure reduction requirements for the PRV station, etc.) adequate to confirm the basic design parameters (size, wall thickness, flange selection, depth of bury, required soil bearing strength, etc.) of the preliminary design information provided by the City (see Task 2.2). As part of this task, Consultant shall review existing Hydraulic Modeling studies performed for the City by others, and provide an opinion as to the adequacy of the model runs for the current design. If additional Hydraulic Modeling is recommended, Consultant shall provide the required input parameters for the model run, and the desired output information to support the design effort. The City maintains an up-to-date INFOWATER™ hydraulic model and requires any additional hydraulic modeling to be performed with this software suite. If the consultant currently owns this software, the City may negotiate these additional modeling services as a change order to this Scope of Services. If the consultant does not have access to this particular software, the City will contract separately with another firm to perform the model runs.

Task 2.9 Deliverables

Consultant shall provide:

- One hard copy set of design calculations, signed and stamped by a licensed engineer registered in the State of Oregon.
- One hard copy letter memo addressing the adequacy of current hydraulic modeling, and providing recommendations as needed.

Task 2.10 Draft Erosion Control, Wetland Mitigation, and Stormwater Management Plans

Consultant shall prepare a draft grading plan, and draft erosion control and stormwater management plan, and coordinate these plans with the wetland mitigation drawings (prepared by others) based on the information collected in Task 2.1, and other information provided by the City. Specifically included in this task is the formal Stormwater Management Plan required under Clean Water Act criteria.

SCOPE OF SERVICES

SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

Task 2.10 Deliverables

Consultant shall provide:

- Draft Grading Plan and details for inclusion in Task 2.10
- Draft Erosion Control and Stormwater Management Plan, as a separate document for submittal to regulatory agencies.
- Erosion Control and Stormwater Management drawings and details for inclusion in the drawing package required by Task 2.10.

Task 2.11 75% Design Review Package

Consultant shall prepare a “75%” design review package for distribution to the City. In preparing this package, Consultant shall perform all work necessary to package together the information accumulated and generated in Tasks 2.1 through 2.9, delete information (specifications, plan details, etc.) that is duplicative or not applicable to this project, modify and adjust the horizontal and vertical alignment of the pipeline to resolve all spatial interferences, add information deemed to be lacking from the package, and publish the package for review. The intent of this Task is to create a complete draft set of working documents, including plans, details, and specifications, from which the final (bid) set of documents will eventually result.

Task 2.11 Deliverables

Consultant shall provide:

- Six hard copy sets of review materials, 11 x 17 drawing size, with specifications.
- One additional hard copy set of 24 x 36 drawings.
- One disk containing all review materials in original electronic format – either AutoCAD or Word – pdf is not acceptable.

TASK 3 – FINAL DESIGN SERVICES

Task 3.1 75% Design Review Meeting

Consultant shall organize and facilitate a review meeting at City offices to receive comments and questions on the 75% Design Review Package issued under Task 2.10. This meeting is separate from and in addition to other project meetings listed under Task 1.2. For estimating purposes, this meeting shall be assumed to last 4 hours, and will require the services of an administrative assistant to document comments, in addition to meeting facilitation by the consultants Project Manager. Subsequent to and within one week of the review meeting, Consultant shall prepare and distribute a comment resolution worksheet to all those in attendance at the meeting, describing the comments made and the proposed technical or administrative resolution. Questions or disagreements concerning the proposed resolutions of comments will be resolved by the City Project Manager.

SCOPE OF SERVICES

SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

Task 3.1 Deliverables

Consultant shall provide:

- Electronic distribution of the meeting announcement.
- Electronic distribution of the comment resolution worksheet. (pdf is acceptable)

Task 3.2 Draft Final Drawings and Specifications

Consultant shall prepare a draft final drawing set, draft final Stormwater Management Plan, and draft final construction specifications package based on the review comments of Task 3.1. Technical review, modification, and/or editing of the draft final drawing set and specification package will occur under a separate task.

Task 3.2 Deliverables

Consultant shall provide:

- See Task 3.4

Task 3.3 Draft Contract Documents

Consultant shall prepare a draft Contract Documents package using the existing project documents accumulated under Task 2.1, and other criteria provided by the City Project Manager. Specific inclusions of the Contract Documents shall include sections for Bidding Requirements, Contract Forms, and Conditions of the Contract. Note that General Requirements and Special Provisions are considered part of the Technical Specifications and shall be included therein (see Task 3.2).

Task 3.3 Deliverables

Consultant shall provide:

- See Task 3.4.

Task 3.4 Final Review and Edits

Consultant shall prepare a draft final package for review containing all the documents identified in Tasks 3.2 and 3.3. This is the final review set before going to bid, and shall include all required figures, text, appendices, construction drawings, drawing details, and standard details representing a complete bid set. Consultant shall distribute final review sets, receive comments, and make final edits.

Task 3.4 Deliverables

SCOPE OF SERVICES

SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

Consultant shall provide:

- Six hard copy sets of final review materials, 11 x 17 drawing size.
- One hard copy final set of all documents, 11 x 17 drawing size, with original wet seal stamp and signature. Electronic seal and signature is not acceptable.
- One hard copy final set of 24 x 36 drawings, with original wet seal and signature. Electronic seal and signature is not acceptable.
- One disk containing all final materials in original electronic format – either AutoCAD or Word – pdf is not acceptable.

Task 3.5 Final Easement Legal Descriptions and Exhibits

Consultant shall prepare up to six legal descriptions and corresponding exhibits for required permanent and construction easements for the project. All work shall be performed by a licensed surveyor.

Task 3.5 Deliverables

Consultant shall provide:

- 1 Electronic and 3 hard copy, stamped and signed, of each recordable easement exhibit.

Task 3.6 Bid Addenda Support

Consultant shall be available to answer questions concerning the drawings and specifications during the bid phase of the project, and shall provide written answers to written questions submitted by bidders within 48 hours of receipt. For estimating purposes, the scope of effort is assumed to include 40 hours of mixed labor on the part of the Consultant. Note: The City will publish all advertisements, prepare and formally issue all bid addenda, provide all official communication between bidders and the City, and open and verify bids.

Task 3.6 Deliverables

Consultant shall provide:

- Electronic delivery (pdf is acceptable) of written response to bidder or City questions.

TASK 4 – CONSTRUCTION PHASE SERVICES

Task 4.1 On-Call Field Services

Consultant shall be available to perform on-site field investigations and answer questions concerning the drawings and specifications during the construction phase of the project, on an as needed basis. For estimating purposes, the scope of effort is assumed to include 40 hours of mixed labor on the part of the Consultant.

SCOPE OF SERVICES
SEGMENT 3B WATER TRANSMISSION PIPELINE DESIGN

END OF SCOPE OF SERVICES

COST PROPOSAL

The following spreadsheet documents our allocation of labor and direct costs for the execution of this project. The spreadsheet has been prepared in accordance with the directions of the RFP and the included example.

The following notes and comments accompany the sub-task line items of the cost proposal and are designed to clarify or explain consultant efforts allocated to the various tasks of this project.

TASK 1: Project Management And Coordination

- 1.1 General Project Management — No notes
- 1.2 Meetings
 - The effort for this task is based on the stipulated effort of twelve 2 hour meetings at the City of Wilsonville and an additional 3-hour public open house or council meeting.
 - We have allotted additional hours for both Peter Blumanthal and Steve Ward to attend three of the meetings as well as the open house/council meeting.
- 1.3 Coordination with Barber-Kinsman Project
 - The effort for this task is based on the stipulated effort of 60 hours of mixed labor.
- 1.4 Permit Coordination
 - The effort for this task is based on the stipulated effort of 40 hours of mixed labor.

TASK 2: 75% Design Services

- 2.1 Existing Document Collection and Review
 - This line item includes an allotment for the preparation of exhibits required for the stipulated Open House or Council Meeting.
- 2.2 Draft Plan and Profile — No notes
- 2.3 Draft Specifications — No notes
- 2.4 Draft Details — No notes
- 2.5 Survey Confirmation
 - The budget for this task assumes that horizontal control from the previous survey work still exists in the general region of the proposed work.
- 2.6 Geotechnical Review — No notes
- 2.7 Corrosion Protection
 - This line item assumes that the CP system for segment 3b will operate independently of all other pipeline segments.
- 2.8 Electrical Design SCADA and Telemetry. This task includes the following amenities:
 - An interior lighting system for the new vault.
 - A ventilation fan to evacuate the confined space prior to entry.
 - A sump pump to discharge any condensation accumulated inside the vault to an above grade location not more than 100 feet from the vault.

- The design of electrical devices to capture the following events:
 - Upstream pressure
 - Downstream pressure
 - Flow rate
 - Valve position
 - Entry into the vault (single hatch switch)
- Very little about the City's SCADA system is understood at this time. The I/O for the above devices will be routed to a terminal strip in the above-grade electrical panel. The connection and integration of these I/O to the City's SCADA system will be performed by others.
- An above-grade stainless steel weatherproof electrical panel to house a new electrical meter. The cabinet will be sized to accommodate telemetry equipment to be designed and installed by others.

2.9 Design Calculations

- The cost assigned to this task assumes that all hydraulic surge modeling is complete. Additional required scenarios identified by the design team will be evaluated by others.

2.10 Draft Erosion Control, Wetland Mitigation and Stormwater Management Plans — No notes

2.11 75% Design Review Package

- The effort for this task includes an allotment for structural engineering support to validate the structural calculations provided by the precast vault manufacturer.
- The effort also includes an allotment for electrical engineering support for the pressure reducing valve vault and other incidental telemetry elements of this project as described in the cover letter dated 11/28/11.

TASK 3: Final Design Services

3.1 75% Design Review Meeting

- The effort for this task is based on the stipulated effort of 4 hours for the consultant's PM and administrative assistant. We have added an additional two hours to this to cover the completion of a summary report.

3.2 Draft Final Drawings and Specifications — No notes

3.3 Draft Contract Documents — No notes

3.4 Final Review and Edits — No notes

3.5 Final Easement Legal Descriptions

- The effort for this task is based on the effort to calculate easement delineations, provide any additional survey to establish sufficient monuments for legal descriptions, and to prepare legal descriptions.

3.6 Bid Addenda Support

- The effort for this task is based on the stipulated effort of 40 hours of mixed labor.

TASK 4: Final Design Services

4.1 On-Call Field Services

- The effort for this task is based on the stipulated effort of 40 hours of mixed labor.

RFP Attachment C

Westech Engineering						Ash Creek Associates		Wilson Surveying	BMGP Engineers	Norton (NCL)			Landis
Project Mgr Rate: \$122 /hr	Principal Engr Rate: \$122 /hr	Steve Ward Rate: \$138 /hr	Staff Engineer Rate: \$114 /hr	Drafting Rate: \$82 /hr	Admin Rate: \$58 /hr	Principal Engr Rate: \$160 /hr	Admin Rate: \$60 /hr	PLS Rate: \$110 /hr	Structural Engr. Rate: \$123 /hr	Sr. Engineer Rate: \$156 /hr	CAD/Drafting Rate: \$80 /hr	Admin Rate: \$63 /hr	Electrical Rate

Hours	Hours	Hours		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
132													
27		9											
5	20	20		5		10							
	30	10											
164	50	39		5		10							


	36		36		16								
	24												
	32												
	20												
6	4			3				25					
						9	2						
	16									100	12	8	
	48												
			32										
	230	32	75	90					12				
6	410	32	143	93	16	9	2	25	12	100	12	8	

	6				4								
	20												
	20												
	175	32	10	80									
	2							35					
	35				5								
	258	32	10	80	9			35					

	28	12				8							
	28	12				8							

170	746	115	153	178	25	27	2	60	12	100	12	8	
--	--	--	--	--	--	\$432	\$12	\$660	\$148	\$1,560	\$96	\$50	\$
\$ 20,740	\$ 91,012	\$ 15,870	\$ 17,442	\$ 14,596	\$ 1,450	\$ 4,752	\$ 132	\$ 7,260	\$ 1,624	\$ 17,160	\$ 1,056	\$ 554	\$

I hereby represent and certify the above project cost estimate as a true and accurate reflection of our proposed Not To Exceed cost to provide professional contract (#1055), as detailed in the Request For Proposal issued by the City of Wilsonville, dated 10/13/11 as amended by the final revised Scope of Services



 Signature

ive note that appears on the following comment page, indexed by task number.

RATE SCHEDULE

The table below lists the hourly billing rates for the job classifications that have been identified in the Cost Proposal of Section 3.

Sections 1 and 2 of this proposal identify several instances where the services of specialty subconsultants may be required. Potential examples of this are the structural and electrical/telemetry components of the pressure reducing valve vault as well as corrosion control and cathodic protection evaluations. In cases where the use of additional subconsultant labor is approved by the City we propose to bill their time as a direct cost based on their currently established billing rates and an agreed upon scope of work. Westech will bill all supplemental subconsultant work as "cost plus 10%".

In compliance with the 'no-rise' requirement of the RFP, we certify that these rates will remain in effect for the duration of this project. The Westech rates as shown are fully burdened and are inclusive of profit.

Westech Engineering Hourly Billing Rates

Effective October 2011

Engineer X	Steve Ward, PE	QA/QC	\$138.00/hr
Engineer IX	--	--	\$130.00/hr
Engineer VIII	Peter Blumanthal, PE	PM/ Principal Engr.	\$122.00/hr
Engineer VII	Joshua Wells	Staff Engineer	\$114.00/hr
Engineer VI	--	--	\$108.00/hr
Engineer V	--	--	\$100.00/hr
Engineer IV	--	--	\$92.00/hr
Engineer III	--	--	\$86.00/hr
Engineer II	--	--	\$80.00/hr
Designer III	Todd Tallen	Designer/Drafting	\$82.00/hr
Designer II	--	--	\$76.00/hr
Designer I	--	--	\$70.00/hr
Secretary	Linda Abel	Admin. Assistant	\$58.00/hr

Westech Reimbursable Expenses:

Outside Services, Cost Plus 10%

Mileage \$0.60 per mile

Blueprints \$2.50/sheet

Mylars \$10.00/sheet

Photocopies \$0.15/page

EXHIBIT C

Ash Creek Hourly Billing Rates (Geotechnical Services)

Stuart Albright, PE	Sr. Geotechnical Engineer	\$160.00/hr
Administrative Staff	Administrative/Secretarial Assistance	\$60.00/hr

Norton Corrosion Limited (Corrosion Control and Cathodic Protection)

Dale Doughty, PE	Sr. Corrosion Engineer	\$156.00/hr
Staff Assignment	CAD/Drafting Support	\$80.00/hr
Staff Assignment	Administrative/Secretarial Support	\$63.00/hr

Landis Consulting (Electrical Design, SCADA and Telemetry)

Jeff VanElverdinghe	Sr. Electrical Engineer	\$113.00/hr
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BMGP Engineers Inc. (Structural Engineers)

Bill Pease, PE, SE	Sr. Structural Engineer	\$123.00/hr
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Wilson Surveying Inc.

Greg Wilson, PLS		\$110.00/hr
Survey Technician		\$90.00/hr
2-Man Survey Crew		\$130.00/hr
Draftsperson		\$65.00/hr